

DECLARATION  
OF  
CASTLE HARBOUR CONDOMINIUMS

**THIS DECLARATION**, made and entered into in the County of Anne Arundel, State of Maryland, this 11<sup>th</sup> day of December, 1986, by SUN VAL III LIMITED PARTNERSHIP, a Maryland Limited Partnership, organized and existing under the Laws of the State of Maryland, hereinafter referred to as "Declarant".

**WHEREAS**, the Declarant is the owner in fee simple of that certain parcel of ground known and designated as 3.547 acres of land, more or less, and more particularly set forth on Exhibit "A" attached hereto and hereinafter referred to as the "Property";

**WHEREAS**, the Declarant is the owner of certain property, which property is intended to constitute a condominium pursuant to Title 11, Section 11-101, et. seq., of the Real Property Article, Annotated Code of Maryland, (1981 Repl. Vol.) as from time to time amended (herein referred to as the Maryland Condominium Act) and it is the desire and intention of the Declarant to divide said property and the improvements thereon into condominium units and common elements and to sell and convey the same together with the existing and future rights, title, interests and benefits appertaining thereto, and subject to the covenants, restrictions, uses, limitations, reverters, obligations, easements, equitable servitudes, charges and liens, including the terms and provisions of the By-Laws of Castle Harbour Condominiums, Inc. (hereinafter referred to as the "By-Laws") which are declared and agreed to be in aid of a plan for the improvement of the property all as hereinafter set forth, each of which is for the benefit of and is binding upon said property, the subsequent owners and mortgagees thereof; and

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**WHEREAS**, simultaneously with the recordation hereof, the Declarant is filing for record in the office of the Clerk of the Circuit Court for Anne Arundel County, Maryland, a certain plat entitled "Castle Harbour Condominiums" (hereinafter referred to as the "Condominium Plat") which Condominium Plat, consisting of six (6) sheets is intended to be recorded in the Land Records of Anne Arundel County, Maryland, in Plat Book E34, Pages 8, 9, 10, 11, 12, 13; and

**WHEREAS**, the Declarant reserves the right to expand this Condominium by subjecting all or any part of the Property described in Exhibits "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L" and "M" to this Declaration and the By-Laws pursuant to the provisions of Section 11-120 of the Maryland Condominium Act; and

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DEC 15 86

**WHEREAS**, the Declarant desires and intends by the recordation of this Declaration and the aforementioned Condominium Plat to subject the Property together with the improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, to the provisions of the Maryland Condominium Act as a condominium to be known as "Castle Harbour Condominiums".

**NOW, THEREFORE**, the Declarant hereby declares that the Property described on Exhibit "A" attached hereto, such tract having been shown on those certain plats entitled "Castle Harbour Condominiums" dated December       , 1986, and recorded or intended to be recorded simultaneously herewith, is submitted to the condominium regime herein established and as provided for by the Maryland Condominium Act, Section 11-101, et. seq., Real Property Article, Annotated Code of Maryland, as now in effect and as amended from time to time, which condominium regime shall be hereinafter referred to as the "Condominium". The Declarant reserves the irrevocable right for a period of ten (10) years from the date hereof to add to the said Condominium all or part of the units and common elements which are constructed and as are hereinafter more fully set forth.

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RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

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H. ERLE SCHAFER  
CLERK

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The Condominium hereby submitted is located in the County of Anne Arundel, State of Maryland, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or encumbered, together with the existing and future rights, title, interests and benefits appertaining thereto, and subject to the covenants, restrictions, uses, limitations, reverts, obligations, easements, equitable servitudes, charges and liens, hereinafter sometimes referred to as "Covenants and Restrictions" hereinafter set forth, including the provisions of the By-Laws of the Council of Unit Owners of the Condominium (attached hereto as Exhibit "N" and by this reference incorporated herein), all of which are declared and agreed to be in aid of a plan for improvements of said Property, and the division thereof into condominium units and common elements or areas, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning any interest in said Property and improvements including, without limitation, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

#### ARTICLE I

Section 1. Definitions. Unless the context shall plainly require otherwise, the following words when used in this Declaration and/or any and all exhibits hereto shall have the following meaning:

A. "The Act" or "the Maryland Condominium Act" means Title 11 of the Real Property Article of the Annotated Code of Maryland, Chapter 246 of the Laws of Maryland, 1981, and shall include any revisions thereof and amendments and supplements thereto which are enacted subsequent to the date of this Declaration and which are not consistent with the provisions hereof.

B. "Unit" or "Condominium Unit" means a three (3) dimensional area, as hereinafter and on the Condominium Plat described and identified, having access to a public way or thoroughfare via the common elements, and easements hereinafter granted and reserved and shall include all improvements contained within that area except those excluded in this Declaration and reserved as part of the common elements.

The space containing the individual units is defined in Article V, Section 5 hereof and such definition is incorporated herein.

C. "Condominium" means the property now or hereafter subject to the condominium regime under the Maryland Condominium Act by this Declaration or any amendments hereto.

D. "Unit Owner" or "Unit Co-Owner" means any person, group of persons, corporation, trust or other legal entity or any combination thereof, which owns a Condominium Unit within the Condominium provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which hold or holds such interest solely as security for the performance of any obligation shall not be an owner.

E. "Council of Unit Owners" is the incorporated body that governs the affairs of the Condominium and is comprised of all Unit Owners, which has been incorporated by Articles of Incorporation and is hereafter sometimes referred to in this Declaration and By-Laws as the "Corporation".

F. "Common Elements" means both general common elements or areas and limited common elements or areas, as hereinafter and on the Condominium Plat described and identified, and shall include all of the Condominium except the Condominium Units.



G. "Common Expenses and Common Profits" means the expenses and profits of the Council of Unit Owners, and as more fully set forth in this Declaration and the By-Laws attached hereto as Exhibit "N", and Exhibit "O", both of which are incorporated herein by reference.

H. "Mortgage" shall mean any mortgage or deed of trust encumbering any Unit, and any other security interest therein which exists by virtue of any other form of security instrument or arrangement which is used from time to time in the locality of the Condominium (including by way of example rather than of limitation, any such other form of security arrangement which arises under any deed of trust, sale and leaseback documents, lease and leaseback documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the provisions of the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

I. "Record" means place on record pursuant to the laws of this State and the affected political subdivision related to the recording of deeds and plats.

J. "Open Space" and "Recreation Area" are those areas shown on the Condominium Plat to be owned by each Unit Owner as part of the general common elements as shown on the Condominium Plat.

K. Any term to which meaning is specifically ascribed by any provisions of this Declaration, and which is used in the Maryland Condominium Act shall whenever possible be construed in a manner which is consistent with any construction of such term so used in the Act. Where such consistency of construction is not possible, the definitions hereinabove set forth shall govern to the extent allowed by law.

## ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, divided or subdivided, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the County of Anne Arundel, State of Maryland, and is that certain parcel of ground being known and designated and described as Phase 1 on the Condominium Plat entitled "Castle Harbour Condominiums", recorded or intended to be recorded simultaneously herewith and more particularly described in Exhibit "A" attached hereto and made a part hereof.

Section 2. Property that may in the Future be Subjected to Declaration.

(a) The real property owned by the Declarant which may be in the future made a part of Castle Harbour Condominiums and subject to this Declaration and By-Laws as Phases 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, respectively, are described in Exhibits "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L" and "M" to this Declaration, attached hereto and made a part hereof, and as shown on the Condominium Plat.

(b) In the event that the Declarant, its successors and assigns, elects to include within this Condominium the Property described on Exhibits "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L" and "M" to this Declaration, the buildings will be of substantially equal quality as the ones described in Article IV, Section 5 below.

Section 3. Condominium Plat. The Condominium Plat is incorporated herein by this reference and made a part of this Declaration.

Section 4. The Name of the Condominium. This Condominium shall be known as "Castle Harbour Condominiums".



**ARTICLE III**

**Section 1. The Condominium Project and Building.** The Condominium Project hereby established shall consist of the tract of land hereinabove described on Exhibit "A" attached hereto, and improvements consisting of two (2) buildings, Building No. 1 (1102) consisting of twelve (12) Units, and Building No. 2 (1104) consisting of six (6) Units, all of which improvements have been constructed or are to be constructed, and are more fully described on the plats and plans incorporated herein by reference filed among the Plat Records of Anne Arundel County, Maryland, simultaneously with the recording of this Declaration.

The buildings in Phase 1 contain twelve (12) Units and six (6) Units, respectively, designated as follows:

Building No. 1 (1102), Units 1-A-1102, 1-B-1102, 1-C-1102, 1-D-1102; 2-A-1102, 2-B-1102, 2-C-1102, 2-D-1102; 3-A-1102, 3-B-1102 3-C-1102 and 3-D-1102.

Building No. 2 (1104), Units 1-A-1104, 1-B-1104; 2-A-1104, 2-B-1104; 3-A-1104 and 3-B-1104.

The buildings have three (3) floors, each Unit being one (1) story, all as shown on the Condominium Plat and located in said buildings as shown thereon. The buildings also contain patios, decks, walkways, stairways, and other appurtenances, all as shown on said Plat.

**Section 2. Expansion.** The expandable portion of the Condominium, Phases 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, shall consist of twelve (12) buildings and common elements described in Exhibits "B" through "M, and as shown on the Condominium Plat.

(a) Phase 2 shall contain one (1) building, Building No. 3 (1106), with twelve (12) Units designated as Units 1-A-1106, 1-B-1106, 1-C-1106, 1-D-1106; 2-A-1106, 2-B-1106, 2-C-1106, 2-D-1106; 3-A-1106, 3-B-1106, 3-C-1106 and 3-D-1106, containing 0.551 acres of land, more or less.

(b) Phase 3 shall contain one (1) building, Building No. 4 (1108), with twelve (12) Units designated as Units 1-A-1108, 1-B-1108, 1-C-1108, 1-D-1108; 2-A-1108, 2-B-1108, 2-C-1108, 2-D-1108; 3-A-1108, 3-B-1108, 3-C-1108 and 3-D-1108, containing 0.543 acres of land, more or less.

(c) Phase 4 shall contain one (1) building, Building No. 5 (1110), with twelve (12) Units designated as Units 1-A-1110, 1-B-1110, 1-C-1110, 1-D-1110; 2-A-1110, 2-B-1110, 2-C-1110, 2-D-1110; 3-A-1110, 3-B-1110, 3-C-1110 and 3-D-1110, containing 0.572 acres of land, more or less.

(d) Phase 5 shall contain one (1) building, Building No. 6 (1105), with twelve (12) Units designated as Units 1-A-1105, 1-B-1105, 1-C-1105, 1-D-1105; 2-A-1105, 2-B-1105, 2-C-1105, 2-D-1105; 3-A-1105, 3-B-1105, 3-C-1105 and 3-D-1105, containing 0.450 acres of land, more or less.

(e) Phase 6 shall contain one (1) building, Building No. 7 (1109), with twelve (12) Units designated as Units 1-A-1109, 1-B-1109, 1-C-1109, 1-D-1109; 2-A-1109, 2-B-1109, 2-C-1109, 2-D-1109; 3-A-1109, 3-B-1109, 3-C-1109 and 3-D-1109, containing 0.447 acres of land, more or less.

(f) Phase 7 shall contain one (1) building, Building No. 8 (1111), with twelve (12) Units designated as Units 1-A-1111, 1-B-1111, 1-C-1111, 1-D-1111; 2-A-1111, 2-B-1111, 2-C-1111, 2-D-1111; 3-A-1111, 3-B-1111, 3-C-1111 and 3-D-1111, containing 0.528 acres of land, more or less.

(g) Phase 8 shall contain one (1) building, Building No. 9 (1113), with twelve (12) Units designated as Units 1-A-1113, 1-B-1113, 1-C-1113, 1-D-1113; 2-A-1113, 2-B-1113, 2-C-1113, 2-D-1113; 3-A-1113, 3-B-1113, 3-C-1113 and 3-D-1113, containing 0.441 acres of land, more or less.



(h) Phase 9 shall contain one (1) building, Building No. 10 (1115), with twelve (12) Units designated as Units 1-A-1115, 1-B-1115, 1-C-1115, 1-D-1115; 2-A-1115, 2-B-1115, 2-C-1115, 2-D-1115; 3-A-1115, 3-B-1115, 3-C-1115 and 3-D-1115, containing 0.404 acres of land, more or less.

(i) Phase 10 shall contain one (1) building, Building No. 11 (1117), with twelve (12) Units designated as Units 1-A-1117, 1-B-1117, 1-C-1117, 1-D-1117; 2-A-1117, 2-B-1117, 2-C-1117, 2-D-1117; 3-A-1117, 3-B-1117, 3-C-1117 and 3-D-1117, containing 0.404 acres of land, more or less.

(j) Phase 11 shall contain (1) building, Building No. 12 (1119), with twelve (12) Units designated as Units 1-A-1119, 1-B-1119, 1-C-1119, 1-D-1119; 2-A-1119, 2-B-1119, 2-C-1119, 2-D-1119; 3-A-1119, 3-B-1119, 3-C-1119 and 3-D-1119, containing .911 acres of land, more or less, and a Recreation Area containing 0.37 acres, more or less.

(k) Phase 12 shall contain one (1) building, Building No. 13 (1121), with twelve (12) Units designated as Units 1-A-1121, 1-B-1121, 1-C-1121, 1-D-1121; 2-A-1121, 2-B-1121, 2-C-1121, 2-D-1121; 3-A-1121, 3-B-1121, 3-C-1121 and 3-D-1121, containing 0.330 acres of land, more or less.

(l) Phase 13 shall contain one (1) building, Building No. 14 (1123), with six (6) Units designated as Units 1-A-1123, 1-B-1123; 2-A-1123, 2-B-1123; 3-A-1123 and 3-B-1123 containing .456 acres of land, more or less, and a Recreation Area containing 0.15 acres, more or less.

The maximum number of Units in the Condominium will be one hundred and fifty-six (156).

#### ARTICLE IV

Section 1. General Common Elements. The general common elements of this Condominium shall mean all of the Condominium except the Units and the limited common elements, and shall include without limitation:

(a) that portion of the land described in Exhibit "A" attached hereto and which is designated as general common elements on the Condominium Plat including, but not limited to, the recreation areas, parking lot and other portions of the Property (other than Units);

(b) the foundation(s), bearing walls, perimeter walls, main walls, halls, columns, girders, beams, supports, corridors, stairways and entrances and exits or communication way;

(c) the roof(s);

(d) the compartments or installations of central services such as power, light, gas, hot and cold water pumps and lines, sanitary and storm water systems, and the like (unless designated to serve only one (1) Unit); and

(e) all facilities located underground;

(f) at the ground level and extending from there upwards, all of the area of said premises not included in the Condominium Units as hereinafter described and all facilities located in that area. Such general common elements shall include, but not be limited to, the sidewalks and parking areas (subject to allocation of parking spaces by the Declaration or the Board of Directors);

(g) all lighting facilities and utilities installed to serve the above-mentioned common elements, including water and electric meters;

(h) landscaping areas, gutters and downspouts;



- (i) all those areas so designated on the Condominium Plat;
- (j) all other elements of the Condominium rationally of common use or necessity for its existence, upkeep and safety shall be general common elements.

**Section 2. Limited Common Elements.** The limited common elements are those designated as such on the Condominium Plat and such others as are agreed upon to be reserved for the exclusive use of one or more but less than all of the Unit Owners. All limited common elements are reserved for the exclusive use of the owners of the Condominium Unit which they serve or are adjacent or to which they are declared to be appurtenant by appropriate designation on the Condominium Plat. Limited common elements shall be maintained by the Unit Owner or Owners who have the exclusive use thereof and failure to so maintain may result in assessments against any such Owner or Owners. For purposes of explanation and not of limitation, the limited common elements shall include:

- (a) common plumbing, vent and waste lines serving both adjacent Condominium Units shall be limited common elements reserved for such adjacent Units;
- (b) decks or patios;
- (c) all limited common elements of said building rationally of limited common use.

#### ARTICLE V

**Section 1. The Condominium Units.** Each Condominium Unit in the Condominium shall have all of the incidents of real property.

**Section 2. Undivided Percentage Interests in Common Elements.** Each Unit Owner shall own an undivided percentage interest in the common elements of the Condominium equal to that set forth on Exhibit "O" attached hereto and by this and other reference made a part hereof. The undivided percentage interest in the common elements set forth on Exhibit "O" shall have a permanent character and, except as specifically provided in the Maryland Condominium Act and in this Declaration, may not be changed without the written consent of all of the Unit Owners and the holders of all mortgages on the Condominium Units. The undivided percentage interests in the common elements set forth on Exhibit "O" may not be separated from the Condominium Unit to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceedings in any matter affecting a Condominium Unit shall also effect, in like manner, the individual percentage interest in the common elements appertaining to such Unit, whether or not such percentage interest is expressly described or mentioned.

In the event the Declarant, its successors or assigns, exercises its right pursuant to Article VIII hereof and expands the Condominium by subjecting all or any part of the additional property described in Exhibits "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L" and "M" to the condominium regime, then in that event:

- (a) the percentage interest in the common elements of the Unit Owners in preceding sections shall be reduced and appropriate percentage interests in the common elements of the expanded sections shall vest in them;
- (b) appropriate percentage interest in the common elements of the preceding sections shall vest in Unit Owners in the added sections; and
- (c) the interests of all Unit Owners shall be as described in Exhibit "O" attached hereto as each Phase, if any, of additional land described in Exhibits "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L" and "M" hereto is added.



Other than expressly provided and set forth herein, the percentage of undivided interest in the common elements herein established shall not be changed without the unanimous consent of all the Unit Owners and their mortgagees evidenced by an appropriate amendment to this Declaration recorded among the Land Records of Anne Arundel County, Maryland.

**Section 3. Percentage Interest in Common Expenses and Common Profits.** Each Unit Owner shall have a percentage interest in the common expenses and common profits of the Condominium equal to that set forth on Exhibit "O" attached hereto and made a part hereof. The percentage interest in the common expenses and common profits set forth in Exhibit "O" shall have a permanent character and, except as specifically provided in the Maryland Condominium Act and this Declaration, may not be changed without the written consent of all of the Unit Owners and the holders of all mortgages of the Condominium Units. The percentage interests in the common expenses and common profits set forth on Exhibit "O" may not be separated from the Condominium Unit to which they appertain. Any instrument, matter, circumstances, action, occurrence or proceeding in any manner affecting a Condominium Unit shall effect, in like manner, the percentage interests in the common expenses and common profits appertaining to such Unit whether or not such percentage interest is expressly described or mentioned.

**Section 4. Voting Rights.** At any meeting of the Council of Unit Owners each Unit owner shall be entitled to cast, on each question, the number of votes appurtenant to his Condominium Unit as set forth on Exhibit "O" attached and by this and other reference made a part hereof. In the event the number of votes appurtenant to each Condominium Unit is not specifically set forth on Exhibit "O", then each Unit Owner shall be entitled to cast one (1) vote on each question at any meeting of the Council of Unit Owners, provided there shall be one (1) vote per each Condominium Unit regardless of the number of owners of any Unit.

**Section 5. Description of Units.** Each Unit shall consist of:

(a) The space bounded by and contained within the bottom, top, and perimeters of each Unit which is shown on the Condominium Plat as being included within such Unit which said bottom, top and perimeters are, for the purpose of this Declaration hereinafter more particularly defined:

(1) The bottom of the Unit is a horizontal plane (or planes) the elevation of which coincides with the elevation of the upper surface of the unfinished subfloor thereof extended to intersect the lateral or perimetrical boundaries thereof.

(2) The top of Unit is a horizontal plane (or planes), the elevation of which coincides with the lower surface of the unfinished ceiling thereof, extended to intersect the lateral or perimetrical boundaries thereof.

(3) The lateral or perimetrical boundaries of any Unit are vertical planes which coincide with the unexposed surfaces of the perimeter walls thereof, including the perimeter drywall, windows and doors of any such Unit extended to intersect the upper and lower horizontal boundaries thereof and to intersect the other lateral or perimetrical boundaries of the Unit.

(b) Unless otherwise designated on the Condominium Plat as a General or Limited Common Element, mechanical equipment and appurtenances located within or without any Unit and designated to serve only that Unit, such as partition, soffit, electrical device, duct, furnace, water heater, plumbing fixtures, kitchen or other appliance, door knob, knocker, wires, exterior electrical fixture, cables, electrical receptacles and outlets, shutter, fireplace, antenna, railing, flues, chutes, or other improvement or structure shall be considered a part of the Unit.

(c) Any heating or air-conditioning unit or compressor.

(d) All windows and glass doors are part of the Unit.



(e) Anything contained in the foregoing provisions of this Article V, Section 5 to the contrary notwithstanding, no portion of the following shall be deemed to be part of such Unit: any main, duct, wire, conduit, drain, pipe, (except feeder drains and pipes from any fixtures) meter or other device which shall be located within the space hereinabove described, or shall otherwise be hereinabove referred to, and which shall be used in providing any utility or service to any portion of the Condominium other than, or in addition to such Unit.

(f) Each Unit shall have all of the incidents of real property under applicable law. Nothing in the provisions of this Declaration shall be deemed to confer upon a Unit Owner, by virtue of his ownership of the legal title to a Unit, any interest in any other Unit.

**Section 6. Individual Unit Deeds.**

(a) Future Interests. Each deed to a Condominium Unit shall also be deemed to include therein a provision for a future fee estate to the undivided percentage interest in the common elements as set forth in Article V hereof, that the Declarant has the option to add to the Condominium development, and to take effect in the event of each recording by the Declarant of an amendment to the Declaration to add Phases 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13.

(b) Reverter. Each deed to a Condominium Unit shall also be deemed to include therein a provision for the automatic reverter to the Declarant by the operation of law upon each recording by the Declarant of an amendment and/or amendments to add the property described on Exhibits "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L" and "M" of the estate of any grantee of the individual Unit deeds for that portion of the undivided interest in the common elements appertaining to the Unit prior to the recording of the amendment or amendments which exceeds the undivided interest in the total common elements appertaining to such Unit by reason of such amendment or amendments.

(c) Mortgages. The estate passing to any mortgagee upon the execution of a mortgage by any grantee of any individual Unit shall include and have the benefit of the future interest and be subject to the reverter as set forth in subparagraphs (a) and (b) hereof.

**ARTICLE VI**

**Section 1. Covenant Against Partition and Subdivision.** The common elements both general and limited, shall remain undivided. No owner of any Condominium Unit or any other person shall bring any action for partition or subdivision thereof except as may be provided for in the Maryland Condominium Act or the By-Laws.

**Section 2. Encroachments.** If any portion of the common elements now encroaches upon any Condominium Unit, or if any Condominium Unit now encroaches upon any Condominium Unit, or upon any portion of the common elements as a result of the construction or repair of the buildings, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building is standing. In the event any building, any Unit, and adjoining Condominium Unit, or an adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or a result of condemnation or eminent domain by proceedings and then reconstructed as authorized by the By-Laws and the Maryland Condominium Act, encroachments on parts of the common elements upon any Condominium Unit or of any Condominium Unit upon any other Condominium Unit or upon any portion of the common elements due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

For the purposes incident to the interpretation of deeds, the Condominium Plat and all other instruments of title relating to any Condominium Unit in the



Condominium, the existing physical boundaries of any Condominium Unit constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be the boundaries of such Unit, regardless of the shifting, settling or lateral movement of any building and regardless of minor variations between the physical boundaries shown on the Condominium Plat and those of any Condominium Unit.

**Section 3. Easements.** Each Condominium Unit shall be subject to an easement to the Unit Owners of all of the other Condominium Units and the occupants, buildings and/or Units located in Castle Harbour Condominiums as shown on the Condominium Plat recorded simultaneously herewith as more particularly set forth in the third WHEREAS Clause, to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines, of any kind and other common elements located within or accessible only from a particular Condominium Unit and for support. Each Unit Owner shall have the right of ingress to and egress from his Unit, such right being perpetual and appurtenant to his Unit ownership.

The common elements of the Condominium shall be subject to mutual rights of support, access, use and enjoyment by all of the Unit Owners; except however, those limited common elements which are reserved for the exclusive use of the Owner or Owners of the Condominium Unit or Units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation on the Condominium Plat.

**Section 4. Easements to Declarant.** There is hereby reserved to the Declarant, its agents, successors, and assigns:

(a) A non-exclusive easement over all of the common elements of the Condominium for purposes of access, the storage of building supplies, materials and equipment, the construction of appurtenances to service the Condominium and without any limitation, for any and all purposes reasonably related to the completion of the marketing, construction, rehabilitation and repair of the Condominium as it presently exists including the completion of any amenities or any improvements to the common elements.

(b) Declarant further reserves unto itself, its successors and assigns, pedestrian and vehicular non-exclusive easements for ingress and egress and parking to and through the roadways, parking areas (other than those areas as may be designated as limited common elements) and walkways for the benefit of the owners, users, licensees and invitees of the Property identified in Section 1, of Article II.

(c) Declarant further reserves an easement for the benefit of Anne Arundel County, Maryland, and its agencies for the installation, use and maintenance of water meters located or which may be located within the Condominium Units or within the common elements.

**Section 5. Consolidation and Subdivision of Units.** Any Unit Owner who shall acquire the fee simple title in and to adjacent Condominium Units shall have the right of consolidating said Units or having consolidated two (2) Units, shall have the right to subdivide the same. For consolidation or subdivision, the Unit Owner must first procure written authorization therefor from the Council of Unit Owners and the Architectural Control Committee. Consolidation or subdivision may be through removal or installation, as the case may be, of any non-bearing partition wall separating the same or modification of a load-bearing wall provided detailed structural engineering analysis and plans are submitted assuring the structural integrity of the wall after modification. A Unit Owner so consolidating or subdividing shall thereby in the case of removal, acquire the exclusive right to use and enjoy the space previously occupied by such wall. No consolidated Unit shall lose its identity, characteristics or percentage interest factor by consolidation, and the Unit Owner of consolidated Units shall be deemed the Owner of each constituent Unit, severally and independently. While two (2) Units may be consolidated to form a larger Unit, no Unit except one previously consolidated may be subdivided into smaller Units.



**ARTICLE VII**

**Termination and Waiver of Regime.** The condominium regime may be terminated and waived in the manner provided in Section 11-123 of the Maryland Condominium Act, as amended from time to time.

**ARTICLE VIII****Section 1. Expansion - Additional Phases.**

(a) Pursuant to the provisions of Section 11-120 of the Maryland Condominium Act, the Declarant shall have the absolute right but not the obligation to be exercised within ten (10) years from the date of this Declaration, to annex to the land and improvements described in Article II, Section 1 hereof, and thereby to submit to each and every one of the provisions of this Declaration the land described in Exhibits "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L" and "M", together with the improvements heretofore or hereafter constructed upon any of such land, as each parcel of land and such improvements are delineated in general terms, on the Condominium Plat. Subject to the limitations herein and in the Maryland Condominium Act, the Declarant shall have the absolute right, but not the obligation, to annex any or all of said parcels to the land and improvements described in Exhibits "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L" and "M". Any such expansion or annexation shall be accomplished by the recordation among the Land Records of Anne Arundel County, Maryland, of an amendment to this Declaration and the Condominium Plat as required by the provisions of Section 11-120 of the Maryland Condominium Act, as amended from time to time.

Declarant reserves the right to annex any or all of the property described in Exhibits "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L" and "M", in any aggregation of Units as Declarant may choose.

(b) Upon the recordation of an amendment to this Declaration and to the Condominium Plat for the purpose of annexing to the land and improvements comprising Phase 1 of this Condominium, the parcels of land and improvements comprising Phases 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, together with the improvements then constructed thereon, each Unit Owner, by operation of law, shall have the undivided percentage interest in the common elements, common expenses and common profits, and shall have the number of votes, entitled to be cast appurtenant to that Condominium Unit set forth in Exhibit "O" attached hereto and made a part hereof and upon the recordation of such amendment, reallocated as set forth in Exhibit "O". Any deed for any Condominium Unit in the Condominium shall be delivered subject to a conditional limitation that the percentage interest appurtenant to such Condominium Unit shall be automatically reallocated pro tanto upon the recordation of such amendment or amendments. Upon the expansion of the Condominium pursuant to this Article VIII, the interest of any mortgagee shall attach, by operation of law, and pursuant to Section 11-120 of the Maryland Condominium Act, to a new percentage interest in the common elements appurtenant to the Unit on which it has a lien.

(c) There is hereby reserved unto the Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, for the purpose of reallocating the percentage interest and voting rights appurtenant to each of the Condominium Units in the Condominium in accordance with the provisions of this Declaration and to execute, acknowledge and deliver such further instruments as may from time to time be required in order to accomplish the purposes of this Article VIII. Each Owner and each mortgagee of a Condominium Unit in the Condominium shall be deemed to have acquiesced in the amendments to this Declaration and in amendments to the Condominium Plat for the purpose of adding additional Condominium Units and common elements to the Condominium in the manner set forth in this Article and shall be deemed to have granted unto the said Declarant, its successors or assigns, an irrevocable power of attorney, coupled with an interest, to effectuate, execute,



acknowledge and deliver any such amendments and each Unit Owner and mortgagee shall be deemed to have agreed and covenants to execute such further instruments, if any, as may be required by the Declarant, its successors or assigns, to properly accomplish such amendments.

(d) Upon the recordation of an amendment to this Declaration, all newly added Units and common elements shall automatically be subject to this Declaration and By-Laws and other exhibits and house rules, all as amended from time to time.

**Section 2. Non-Completion and/or Non-Expansion.** In the event that any improvement in any phase of the Property is not completed, or, if the additional phase is not added to the Condominium Regime described in the Declaration, the Declarant, its successors or assigns, shall not make any conveyance of any portion of the Property shown on the Condominium Plat not in the Condominium Regime described in the Declaration until it shall have made such conveyances and taken all other actions as may be required in order to assure that all phases of the Property are in compliance with the applicable laws and regulations of Anne Arundel County, Maryland.

#### **ARTICLE IX**

**Section 1. Units Subject to Declaration.** All present and future owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of the Maryland Condominium Act, this Declaration, and the By-Laws, as they may be amended from time to time and decisions and resolutions of the Council of Unit Owners. The acceptance of a deed or conveyance or the entering into of a lease covering a Condominium Unit shall be deemed to be an affirmative acceptance of the provisions of the Maryland Condominium Act, and the provisions of this Declaration and the By-Laws, as they may be amended from time to time, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

#### **ARTICLE X**

**Section 1. Amendment of Declaration.** Except for amendments to expand the Condominium and subject to Section 11-103 of the Maryland Condominium Act, as amended from time to time, this Declaration may be amended only with the written consent of eighty percent (80%) of the Unit Owners listed on the current roster. Any such amendment shall be effective only upon recordation of a Declaration of Amendment among the Land Records of Anne Arundel County, Maryland.

#### **ARTICLE XI**

**Section 1. Declarant's Right to Rent or Sell Units.** Anything contained in this Declaration or the By-Laws of the Council of Unit Owners to the contrary notwithstanding, the Declarant shall have the right to transact any business on the Property (including the common elements) necessary or desirable to consummate sales or rentals of Units owned by it, including, but not limited to, the right to maintain employees in the sales or rental office, and to show Units for sale or rent. The sales or rental office, the furniture and furnishings in the model Units, signs and all items pertaining to the sale or rental of Units by the Declarant shall not be considered common elements but shall remain the property of the Declarant.

#### **ARTICLE XII**

**Section 1. Construction and Enforcement.** The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium. Enforcement of these covenants and restrictions



shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Condominium Unit to enforce any lien created hereby; and the failure or forbearance by the Council of Unit Owners or the Unit Owner of any Condominium Unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by an action at law or exclusively by recovery of damages.

**Section 2. Severability.** Invalidity of any one or any portion of one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

**Section 3. Captions.** The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

**Section 4. Termination and Waiver.** The Condominium established by the recordation of this Declaration and the Condominium Plat may be terminated by Deed of Termination executed by all of the Unit Owners, and in the manner provided in Section 11-123 of the Condominium Act. Any such termination shall be effective only upon the Recordation of a Deed of Termination among the Land Records of Anne Arundel County, Maryland.

**IN WITNESS WHEREOF**, the Declarant has caused this writing to be executed and delivered in its name on its behalf on the day and year first above written.

WITNESS:

SUN VAL III LIMITED PARTNERSHIP

Earl G. Schlapp

BY:

(SEAL)

JOHN W. STEFFEY, SR.,  
General Partner

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 11<sup>th</sup> day of December, 1986,

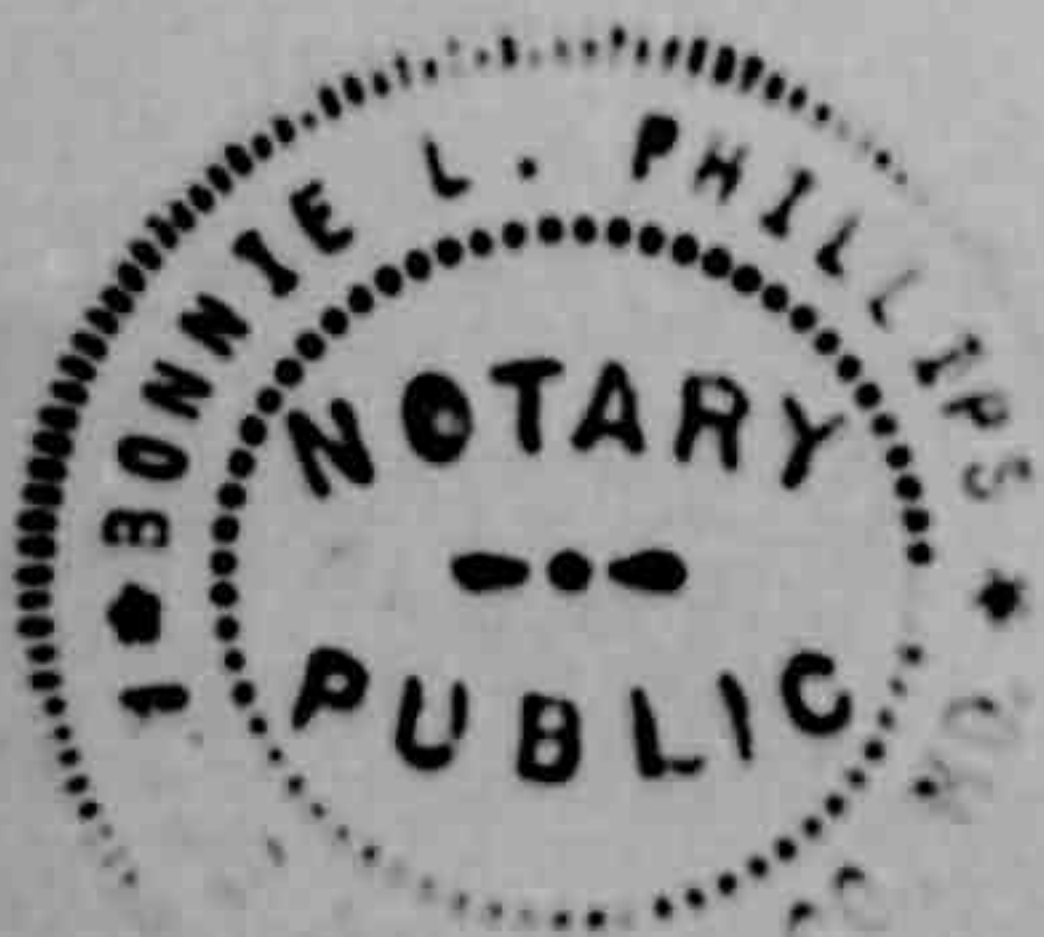
before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JOHN W. STEFFEY, SR., General Partner of SUN VAL III LIMITED PARTNERSHIP, and he acknowledged this Declaration to be the act and deed of said Partnership.

AS WITNESS my hand and Notarial Seal.

Bonnie L. Phillips  
NOTARY PUBLIC

My Commission Expires:

July 1, 1990





**ANAREX, INC.**

DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 1E March 26, 1986  
SEVERNA PARK, MARYLAND 21146-2996

DESCRIPTION OF PHASE ONE  
CASTLE HARBOUR CONDOMINIUMS  
3.547 ACRES OF LAND  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE  
544-0234  
544-0279

BEGINNING FOR THE SAME on the Southwest side of the 10-foot widening strip of Baltimore and Annapolis Boulevard, (Maryland Route 648), at a point located South 58 degrees 06 minutes 40 seconds West 10.07 feet, from the end of the North 58 degrees 06 minutes 40 seconds East 320.07 foot line as shown on the plat of Castle Harbour Condominiums recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book E34, Page 7; thence leaving said point of beginning and running with and binding along said 10-foot widening strip,

- 1) South 25 degrees 14 minutes 00 seconds East 282.29 feet to a point; thence leaving said widening strip,
- 2) South 64 degrees 46 minutes 00 seconds West 95.00 feet,
- 3) North 81 degrees 42 minutes 32 seconds West 85.96 feet,
- 4) North 02 degrees 49 minutes 47 seconds West 113.40 feet,
- 5) North 31 degrees 48 minutes 16 seconds East 18.00 feet, and
- 6) North 58 degrees 11 minutes 44 seconds West 119.15 feet to the aforesaid North 58 degrees 06 minutes 40 seconds East 462.23 foot line; thence running with and binding along a part thereof,
- 7) North 58 degrees 06 minutes 40 seconds East 174.35 feet to the point of beginning.

Containing in all 0.881 acres of land, more or less.

BEGINNING FOR THE second at a point marking the beginning for the North 02 degrees 49 minutes 47 seconds West 113.40 foot line of the above described parcel of land; thence leaving said point of beginning and running,

"Exhibit A"



ptions  
on 26, 1936

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- 1) North 02 degrees 49 minutes 47 seconds West 113.40 feet,
- 2) North 31 degrees 43 minutes 16 seconds East 18.00 feet,
- 3) North 58 degrees 11 minutes 44 seconds West 119.15 feet to a point in the aforesaid North 58 degrees 06 minutes 40 seconds East 320.07 foot line; thence running with and binding along a part thereof, reversely,
- 4) South 53 degrees 06 minutes 40 seconds West 57.08 feet to a point; thence leaving said line,
- 5) South 53 degrees 11 minutes 44 seconds East 119.45 feet,
- 6) South 06 degrees 19 minutes 33 seconds East 108.39 feet,
- 7) North 64 degrees 05 minutes 47 seconds East 25.00 feet, and
- 8) South 81 degrees 42 minutes 32 seconds East 10.00 feet to the point of beginning.

Containing in all 0.236 acres of land, more or less.

Together with the right to the use in common of an easement 10-feet wide through the 0.551 acre parcel which is described in "Exhibit B", which easement is along and adjacent to the North 58 degrees 6 minutes 40 seconds East 109.32 foot line of said 0.551 acre parcel, for the purposes of pedestrian access to and from the two parcels which are hereinabove described and Recreation Area "C" hereinafter described, which easement shall be extinguished upon the addition of the aforesaid 0.551 acre parcel to the Condominium Regime.



Phase One  
Descriptions  
March 26, 1986

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BEGINNING FOR THE third at a point marking the beginning of the North 34 degrees 30 minutes 05 seconds East 514.20 foot line of the aforesaid plat; thence running with and binding thereon,

- 1) North 34 degrees 30 minutes 05 seconds East 444.20 feet,
- 2) South 26 degrees 42 minutes 41 seconds East 347.97 feet,
- 3) South 53 degrees 06 minutes 40 seconds West 142.16 feet,
- 4) South 45 degrees 06 minutes 19 seconds West 55.86 feet,
- 5) South 31 degrees 48 minutes 16 seconds West 35.00 feet,
- 6) North 53 degrees 11 minutes 44 seconds West 83.00 feet,
- 7) South 29 degrees 36 minutes 43 seconds West 27.36 feet,
- 8) North 64 degrees 11 minutes 51 seconds West 306.52 feet, and
- 9) South 81 degrees 22 minutes 14 seconds East 163.17 feet to the point of beginning. Containing in all 2.43 acres of land, more or less. Being Recreation Area "C" as shown on the aforesaid plat.

All of Phase One containing 3.547 acres of land, more or less.



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DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 1E March 26, 1986  
SEVERNA PARK, MARYLAND 21146-2996

DESCRIPTION OF PHASE TWO  
CASTLE HARBOUR CONDOMINIUMS  
0.551 ACRES OF LAND  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE  
844-0234  
844-0279

BEGINNING FOR THE SAME at a point located South 58 degrees 06 minutes 40 seconds West 350.82 feet from the end of the North 58 degrees 06 minutes 40 seconds East 320.07 foot line of the plat of Castle Harbour Condominiums recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book E34, Page 7 ; thence,

- 1) North 58 degrees 06 minutes 40 seconds East 109.32 feet to a point; thence leaving said line,
- 2) South 58 degrees 11 minutes 44 seconds East 119.45 feet,
- 3) South 06 degrees 19 minutes 33 seconds East 108.39 feet,
- 4) South 64 degrees 05 minutes 47 seconds West 100.61 feet,
- 5) North 47 degrees 48 minutes 50 seconds West 71.34 feet,
- 6) North 31 degrees 48 minutes 16 seconds East 59.45 feet, and
- 7) North 58 degrees 11 minutes 44 seconds West 110.90 feet to the point of beginning.

Containing in all 0.551 acres of land, more or less.

"Exhibit B"



**ANAREX, INC.**

**DEVELOPMENT SERVICES**

**ENGINEERS - SURVEYORS**

**EXPEDITORS - PLANNERS**

**503 RITCHIE HIGHWAY SUITE 1E March 26, 1986**  
**SEVERNA PARK, MARYLAND 21146-2996**

DESCRIPTION OF PHASE THREE  
CASTLE HARBOUR CONDOMINIUMS  
0.543 ACRES OF LAND  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE  
544-0234  
544-0279

BEGINNING FOR THE SAME at a point located South 58 degrees 06 minutes 40 seconds West 454.56 feet from the end of the North 58 degrees 06 minutes 40 seconds East 320.07 foot line of the plat of Castle Harbour Condominiums recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book E34, Page 7; thence leaving said point of beginning and running,

- 1) North 58 degrees 06 minutes 40 seconds East 103.74 feet to a point; thence leaving said line,
- 2) South 58 degrees 11 minutes 44 seconds East 110.90 feet,
- 3) South 31 degrees 48 minutes 16 seconds West 59.45 feet,
- 4) South 47 degrees 48 minutes 50 seconds East 71.34 feet, and
- 5) South 35 degrees 33 minutes 42 seconds West 168.43 feet,
- 6) Northwesterly 58.89 feet along the arc of a curve deflecting to the left having a radius of 636.62 feet,
- 7) North 31 degrees 48 minutes 16 seconds East 146.24 feet, and
- 8) North 58 degrees 11 minutes 44 seconds West 157.15 feet to the point of beginning.

Containing in all 0.543 acres of land, more or less.

"Exhibit C"



**ANAREX, INC.**

DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

**503 RITCHIE HIGHWAY SUITE 1E** March 26, 1986  
**SEVERNA PARK, MARYLAND 21146-2996**

DESCRIPTION OF PHASE FOUR  
CASTLE HARBOUR CONDOMINIUMS  
0.572 ACRES OF LAND  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE  
544-0234  
544-0279

BEGINNING FOR THE SAME at a point marking the beginning of the North 58 degrees 06 minutes 40 seconds East 142.16 foot line of the plat of Castle Harbour Condominiums recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book E34, Page 7; thence leaving said point of beginning and running with and binding along a part of the third description of Exhibit A,

- 1) North 58 degrees 06 minutes 40 seconds East 7.67 feet,
- 2) South 58 degrees 11 minutes 44 seconds East 157.15 feet,
- 3) South 31 degrees 48 minutes 16 seconds West 146.24 feet,
- 4) North 58 degrees 11 minutes 44 seconds West 173.40 feet,
- 5) North 31 degrees 48 minutes 16 seconds East 85.00 feet, and
- 6) North 45 degrees 06 minutes 19 seconds East 55.86 feet to the point of beginning.

Containing in all 0.572 acres of land, more or less.

"Exhibit D"



**ANAREX, INC.**  
**DEVELOPMENT SERVICES**  
**ENGINEERS - SURVEYORS**  
**EXPEDITORS - PLANNERS**  
**503 RITCHIE HIGHWAY SUITE 1E** March 26, 1986  
**SEVERNA PARK, MARYLAND 21146-2996**

DESCRIPTION OF PHASE FIVE  
CASTLE HARBOUR CONDOMINIUMS  
0.450 ACRES OF LAND  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE  
544-0234  
544-0279

BEGINNING FOR THE SAME at a point located North 25 degrees 14 minutes 00 seconds West 551.81 feet from the beginning of the North 25 degrees 14 minutes 00 seconds West 834.10 foot line of the plat of Castle Harbour Condominiums recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book E34, Page 7 ; thence leaving said point of beginning, and running with and binding along a part of said line, reversely,

- 1) South 25 degrees 14 minutes 00 seconds East 100.00 feet; thence leaving said line,
- 2) South 64 degrees 46 minutes 00 seconds West 175.00 feet,
- 3) North 25 degrees 14 minutes 00 seconds West 153.00 feet,
- 4) South 81 degrees 42 minutes 32 seconds East 95.96 feet, and
- 5) North 64 degrees 46 minutes 00 seconds East 95.00 feet to the point of beginning.

Containing in all 0.450 acres of land, more or less.

"Exhibit E"



**ANAREX, INC.**

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**DEVELOPMENT SERVICES**

**ENGINEERS - SURVEYORS**

**EXPEDITORS - PLANNERS**

**503 RITCHIE HIGHWAY SUITE 1E** March 26, 1986

**SEVERNA PARK, MARYLAND 21146-2996**

DESCRIPTION OF PHASE SIX  
CASTLE HARBOUR CONDOMINIUMS  
0.447 ACRES OF LAND  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE  
544-0234  
544-0279

BEGINNING FOR THE SAME at a point located North 25 degrees 14 minutes 00 seconds West 551.81 feet, South 64 degrees 46 minutes 00 seconds West 95.00 feet and South 81 degrees 42 minutes 32 seconds East 95.96 feet from the beginning of the North 25 degrees 14 minutes 00 seconds West 834.10 foot line of the plat of Castle Harbour Condominiums recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book E34, Page 7; thence leaving said point of beginning,

- 1) South 25 degrees 14 minutes 00 seconds East 78.50 feet,
- 2) South 64 degrees 46 minutes 00 seconds West 119.00 feet,
- 3) South 40 degrees 46 minutes 05 seconds West 139.81 feet,
- 4) Northwesterly 57.85 feet along the arc of a curve deflecting to the left having a radius of 636.62 feet,
- 5) North 35 degrees 33 minutes 42 seconds East 168.43 feet, and
- 6) North 64 degrees 05 minutes 47 seconds East 125.61 feet to the point of beginning.

Containing in all 0.447 acres of land, more or less.

"Exhibit F"



**ANAREX, INC.**

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**DEVELOPMENT SERVICES**

**ENGINEERS - SURVEYORS**

**EXPEDITORS - PLANNERS**

**503 RITCHIE HIGHWAY SUITE 1E** March 26, 1986

**SEVERNA PARK, MARYLAND 21146-2996**

DESCRIPTION OF PHASE SEVEN  
CASTLE HARBOUR CONDOMINIUMS  
0.528 ACRES OF LAND  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE  
544-0234  
544-0279

BEGINNING FOR THE SAME at a point located North 25 degrees 14 minutes 00 seconds West 451.81 feet, South 64 degrees 46 minutes 00 seconds West 169.00 feet from the beginning of the North 25 degrees 14 minutes 00 seconds West 834.10 foot line of the plat of Castle Harbour Condominiums recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book E34, Page 7 ; thence leaving said point of beginning,

- 1) South 25 degrees 14 minutes 00 seconds East 29.00 feet,
- 2) South 64 degrees 46 minutes 00 seconds West 133.50 feet,
- 3) South 47 degrees 54 minutes 51 seconds West 95.64 feet,
- 4) Northwesterly 79.40 feet along the arc of a curve deflecting to the left having a radius of 636.62 feet,
- 5) North 40 degrees 46 minutes 05 seconds East 139.81 feet,
- 6) North 64 degrees 46 minutes 00 seconds East 119.00 feet,
- 7) South 25 degrees 14 minutes 00 seconds East 74.50 feet, and
- 8) North 64 degrees 46 minutes 00 seconds East 6.00 feet to the point of beginning.

Containing in all 0.528 acres of land, more or less.

"Exhibit G"



**ANAREX, INC.**

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DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

**503 RITCHIE HIGHWAY SUITE 1E** March 26, 1986  
**SEVERNA PARK, MARYLAND 21146-2996**

DESCRIPTION OF PHASE EIGHT  
CASTLE HARBOUR CONDOMINIUMS  
0.441 ACRES OF LAND  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE  
544-0234  
544-0279

BEGINNING FOR THE SAME at a point located North 25 degrees 14 minutes 00 seconds West 451.81 feet, and South 64 degrees 46 minutes 00 seconds West 169.00 feet, and South 24 degrees 14 minutes 00 seconds East 29.00 feet from the beginning of the North 25 degrees 14 minutes 00 seconds West 834.10 foot line of the plat of Castle Harbour Condominiums recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book E34, Page 7 ; thence leaving said point of beginning,

- 1) South 25 degrees 14 minutes 00 seconds East 67.00 feet,
- 2) South 64 degrees 46 minutes 00 seconds West 50.00 feet,
- 3) South 54 degrees 16 minutes 21 seconds West 91.54 feet,
- 4) Southeasterly 48.79 feet along the arc of a curve deflecting to the right having a radius of 706.12 feet,
- 5) South 58 degrees 13 minutes 49 seconds West 69.50 feet,
- 6) Northwesterly 114.63 feet along the arc of a curve deflecting to the left having a radius of 636.63 feet,
- 7) North 47 degrees 54 minutes 51 seconds 95.64 feet and,
- 8) North 64 degrees 46 minutes 00 seconds East 133.50 feet to the point of beginning.

Containing in all 0.441 acres of land, more or less.

"Exhibit H"



**ANAREX, INC.**

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DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 1E March 26, 1986

SEVERNA PARK, MARYLAND 21146-2996

DESCRIPTION OF PHASE NINE  
CASTLE HARBOUR CONDOMINIUMS  
0.404 ACRES OF LAND  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE  
544-0234  
544-0279

BEGINNING FOR THE SAME at a point located North 25 degrees 14 minutes 00 seconds West 451.81 feet from the beginning of the North 25 degrees 14 minutes 00 seconds West 834.10 foot line of the plat of Castle Harbour Condominiums recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book E34, Page 7; thence leaving said point of beginning, and running with and binding along a part of said line,

- 1) South 25 degrees 14 minutes 00 seconds East 168.00 feet,
- 2) South 64 degrees 46 minutes 00 seconds West 122.00 feet,
- 3) North 25 degrees 14 minutes 00 seconds West 20.00 feet,
- 4) South 64 degrees 46 minutes 00 seconds West 10.00 feet,
- 5) North 25 degrees 14 minutes 00 seconds West 88.00 feet,
- 6) North 64 degrees 46 minutes 00 seconds East 63.00 feet,
- 7) North 25 degrees 14 minutes 00 seconds West 18.00 feet,
- 8) North 64 degrees 46 minutes 00 seconds East 14.00 feet,
- 9) North 25 degrees 14 minutes 00 seconds West 42.00 feet, and
- 10) North 64 degrees 46 minutes 00 seconds East 55.00 feet to the point of beginning.

Containing in all 0.404 acres of land, more or less.

"Exhibit I"



**ANAREX, INC.**

**DEVELOPMENT SERVICES**

**ENGINEERS - SURVEYORS**

**EXPEDITORS - PLANNERS**

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**503 RITCHIE HIGHWAY SUITE 1E March 26, 1986**  
**SEVERNA PARK, MARYLAND 21146-2996**

**DESCRIPTION OF PHASE TEN**  
**CASTLE HARBOUR CONDOMINIUMS**  
**0.404 ACRES OF LAND**

**THIRD DISTRICT**  
**ANNE ARUNDEL COUNTY, MARYLAND**

**TELEPHONE**  
**844-0234**  
**844-0276**

BEGINNING FOR THE SAME at a point located North 25 degrees 14 minutes 00 seconds West 283.81 feet from the beginning of the North 25 degrees 14 minutes 00 seconds West 834.10 foot line of the plat of Castle Harbour Condominiums recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book E34, Page 7 ; thence leaving said point of beginning and running with and binding along a part of said line,

- 1) South 25 degrees 14 minutes 00 seconds East 133.50 feet,
- 2) South 64 degrees 46 minutes 00 seconds West 56.00 feet,
- 3) North 25 degrees 14 minutes 00 seconds West 67.00 feet,
- 4) South 64 degrees 46 minutes 00 seconds West 14.00 feet,
- 5) North 25 degrees 14 minutes 00 seconds West 28.00 feet,
- 6) South 64 degrees 46 minutes 00 seconds West 209.55 feet,
- 7) South 25 degrees 14 minutes 00 seconds East 53.17 feet,
- 8) South 66 degrees 13 minutes 24 seconds West 87.38 feet,
- 9) Northwesterly 88.79 feet along the arc of a curve deflecting to the left having a radius of 636.62 feet; thence
- 10) North 58 degrees 13 minutes 49 seconds East 69.50 feet,
- 11) North 58 degrees 13 minutes 52 seconds East 78.29 feet,
- 12) North 25 degrees 14 minutes 00 seconds West 14.00 feet,
- 13) North 64 degrees 46 minutes 00 seconds East 92.00 feet,
- 14) South 25 degrees 14 minutes 00 seconds East 10.00 feet,
- 15) North 64 degrees 46 minutes 00 seconds East 10.00 feet,
- 16) South 25 degrees 14 minutes 00 seconds East 20.00 feet, and
- 17) North 64 degrees 46 minutes 00 seconds East 122.00 feet to the point of beginning. Containing in all 0.404 acres of land, more or less.

"EXHIBIT J"



**ANAREX, INC.**  
**DEVELOPMENT SERVICES**  
**ENGINEERS - SURVEYORS**  
**EXPEDITORS - PLANNERS**

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**503 RITCHIE HIGHWAY SUITE 1E** March 26, 1986  
**SEVERNA PARK, MARYLAND 21146-2996**

DESCRIPTION OF PHASE ELEVEN  
CASTLE HARBOUR CONDOMINIUMS  
1.281 ACRES OF LAND  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE  
544-0234  
544-0279

BEGINNING FOR THE SAME at a point marking the beginning of the North 23 degrees 55 minutes 23 seconds West 158.54 foot line of the plat of Castle Harbour Condominiums recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book E34, Page 7 ; thence leaving said point of beginning, and running with and binding along a part said line,

- 1) North 23 degrees 55 minutes 23 seconds West 158.54 feet; thence leaving said line,
- 2) Northwesterly 34.29 feet along the arc of a curve deflecting to the left having a radius of 636.62 feet,
- 3) North 66 degrees 13 minutes 24 seconds East 87.38 feet,
- 4) North 25 degrees 14 minutes 00 seconds West 53.17 feet,
- 5) North 64 degrees 46 minutes 00 seconds East 109.55 feet,
- 6) South 25 degrees 14 minutes 00 seconds East 57.00 feet,
- 7) North 64 degrees 46 minutes 00 seconds East 53.00 feet,
- 8) South 25 degrees 14 minutes 00 seconds East 41.00 feet,
- 9) South 64 degrees 46 minutes 00 seconds West 98.00 feet,
- 10) South 25 degrees 14 minutes 00 seconds East 146.37 feet, and
- 11) South 65 degrees 01 minute 00 seconds West 157.32 feet to the point of beginning.

Containing in all .911 acres of land, more or less.

"Exhibit K"



DESCRIPTION  
Castle Harbour Condominiums Phase Eleven  
March 26, 1986

BOOK 4216 PAGE 292

BEGINNING FOR THE second at a point marking the beginning of the South 64 degrees 46 minutes 00 seconds West 92.00 foot line of Recreation Area "B" as shown on the aforesaid plat; thence running with and binding thereon,

- 1) South 64 degrees 46 minutes 00 seconds West 92.00 feet,
- 2) South 25 degrees 14 minutes 00 seconds East 14.00 feet,
- 3) South 58 degrees 13 minutes 53 seconds West 78.29 feet,
- 4) Northwesterly 48.79 feet along the arc of a curve deflecting to the left having a radius of 706.12 feet,
- 5) North 54 degrees 16 minutes 21 seconds East 91.54 feet,
- 6) North 64 degrees 46 minutes 00 seconds East 50.00 feet,
- 7) North 25 degrees 14 minutes 00 seconds West 96.00 feet,
- 8) North 64 degrees 46 minutes 00 seconds East 114.00 feet,
- 9) South 25 degrees 14 minutes 00 seconds East 42.00 feet,
- 10) South 64 degrees 46 minutes 00 seconds West 63.00 feet, and
- 11) South 25 degrees 14 minutes 00 seconds East 78.00 feet to the point of beginning.

Containing in all 0.37 acres of land, more or less. Being Recreation Area "B" as shown on said plat.

All of Phase Eleven containing 1,281 acres of land, more or less.



**ANAREX, INC.**

**DEVELOPMENT SERVICES**

**ENGINEERS - SURVEYORS**

**EXPEDITORS - PLANNERS**

**BOOK 4216 PAGE 293**

**503 RITCHIE HIGHWAY SUITE 1E March 27, 1986**  
**SEVERNA PARK, MARYLAND 21146-2996**

**DESCRIPTION OF PHASE TWELVE**  
**CASTLE HARBOUR CONDOMINIUMS**  
**0.330 ACRES OF LAND**  
**THIRD DISTRICT**  
**ANNE ARUNDEL COUNTY, MARYLAND**

**TELEPHONE**  
**544-0234**  
**544-0279**

BEGINNING FOR THE SAME at a point located South 65 degrees 01 minute 00 seconds West 117.00 feet from the beginning of the South 65 degrees 01 minute 00 seconds West 295.20 foot line of the plat of Castle Harbour Condominiums recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book E34, Page 7; thence leaving said point of beginning and running with and binding along a part of said line,

- 1) South 65 degrees 01 minute 00 seconds West 98.00 feet; thence leaving said line,
  - 2) North 25 degrees 14 minutes 00 seconds West 146.37 feet,
  - 3) North 64 degrees 46 minutes 00 seconds East 98.00 feet, and
  - 4) South 25 degrees 14 minutes 00 seconds East 146.80 feet to the point of beginning.
- Containing in all 0.330 acres of land, more or less.

"Exhibit L"



**ANAREX, INC.**

DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

BOOK **4216** PAGE **294**

**503 RITCHIE HIGHWAY SUITE 1E March 27, 1986**

**SEVERNA PARK, MARYLAND 21146-2996**

DESCRIPTION OF PHASE THIRTEEN

CASTLE HARBOUR CONDOMINIUMS

0.606 ACRES OF LAND

THIRD DISTRICT

ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE  
844-0234  
844-0279

BEGINNING FOR THE SAME at a point South 65 degrees 01 minute 00 seconds West 10.00 feet from the beginning of the South 65 degrees 01 minute 00 seconds West 295.20 foot line of the plat of Castle Harbour Condominiums recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book E34, Page 7; thence leaving said point of beginning and running with and binding along a part of said line,

- 1) South 65 degrees 01 minute 00 seconds West 117.00 feet; thence leaving said line,
- 2) North 25 degrees 14 minutes 00 seconds West 187.00 feet,
- 3) North 64 degrees 46 minutes 00 seconds East 61.00 feet,
- 4) South 25 degrees 14 minutes 00 seconds East 38.00 feet,
- 5) North 64 degrees 46 minutes 00 seconds East 56.00 feet, and
- 6) South 25 degrees 14 minutes 00 seconds East 150.31 feet to the point of beginning.

Containing in all 0.456 acres of land, more or less.

BEGINNING FOR THE second at a point marking the beginning of the South 64 degrees 46 minutes 00 seconds West 100.00 foot line of Recreation Area "A" as shown on the aforesaid plat; thence running with and binding thereon,

- 1) South 64 degrees 46 minutes 00 seconds West 100.00 feet,
- 2) South 25 degrees 14 minutes 00 seconds East 60.00 feet,
- 3) North 64 degrees 46 minutes 00 seconds East 114.00 feet,

"EXHIBIT M"



March 26, 1986

BOOK 4216 PAGE 295

- 4) North 25 degrees 14 minutes 00 seconds West 32.00 feet,
- 5) South 64 degrees 46 minutes 00 seconds West 14.00 feet, and
- 6) North 25 degrees 14 minutes 00 seconds West 28.00 feet to the point of beginning.

Containing in all 0.15 acres of land, more or less. Being Recreation Area "A" as shown on the aforesaid plat.

All of Phase Thirteen containing 0.606 acres of land, more or less.

Mail to \_\_\_\_\_



**EXHIBIT N TO DECLARATION  
BY-LAWS  
OF  
CASTLE HARBOUR CONDOMINIUMS, INC.**

**ARTICLE I  
NAME AND LOCATION**

**Section 1. Name and Location.** The name of the Council of Unit Owners Corporation is Castle Harbour Condominiums, Inc. Its principal office and mailing address is located at 540 Baltimore Annapolis Blvd., Severna Park, Maryland 21146.

**ARTICLE II  
DEFINITIONS**

**Section 1. Declaration.** "Declaration" as used herein means that certain Declaration made the 11<sup>th</sup> day of December, 1986, pursuant to Title 11, Real Property Article of the Annotated Code of Maryland, as amended, by which certain described premises, including land, are submitted to a condominium property regime and which Declaration is recorded among the Land Records of Anne Arundel County, Maryland, immediately prior hereto and to which these By-Laws are appended as Exhibit "N".

**Section 2. Other Definitions.** Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration or in Title 11, Real Property Article of the Annotated Code of Maryland.

**ARTICLE III  
MEMBERSHIP**

**Section 1. Membership.** Every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who are Unit Owners or Unit Co-owners and are the holders of record title to the fee simple interest to any Condominium Unit, or any common or joint interest therein if such Unit is owned by more than one person or entity, shall be a member of the Corporation; provided, however, that any person, group of persons, corporation, trust or other legal entity or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be a member.

**Section 2. By-Laws Applicability.** The provisions of these By-Laws are applicable to the Corporation. These By-Laws and the government of the Corporation pursuant thereto shall be construed by reference to the provisions of the Corporations and Associations Article of the Annotated Code of Maryland, as amended, pertaining to the government of the Corporation to the extent not inconsistent with the provisions of Title 11, Real Property Article of the Annotated Code of Maryland, the Declaration and these By-Laws.

**Section 3. Membership Roster.** The Secretary (as hereinafter defined) shall cause to be compiled a membership roster listing the name of each Unit Owner who shall be deemed a member in accordance with Section 1 of this Article III, his address (if different from the address of the Unit), and the name(s) of his Mortgagee, as defined in Article XVI, Section 5 hereof. It shall be the duty of each member to notify the Secretary in writing of any change of address of such member or change of Mortgagee. Failure to provide this information by any member shall result in that member not being entitled to vote at meetings of the Council of Unit Owners.



ARTICLE IV  
MEETING OF MEMBERS AND/OR UNIT OWNERS

Section 1. Place of Meeting. Meetings of the members and/or Unit Owners or Unit Co-Owners shall be held at the principal office of the Corporation or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members shall be held within sixty (60) days from the date that fifty percent (50%) of the percentage interests of the Condominium have been conveyed by the Declarant to the initial purchasers of Units. At such meeting there shall be elected by ballot, the members of a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. The members may also transact such other business of the Corporation as may properly come before them. Thereafter, the annual meetings of the members of the Corporation shall be held from time to time upon notice as provided in Section 4 of this Article.

Section 3. Special Meetings. It shall be the duty of the President (as hereinafter defined) to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty-five (25%) percent of the total votes of the project having been presented to the Secretary; provided, however, that no special meeting shall be called prior to the first annual meeting. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of eighty percent (80%) of the members present either in person or by proxy.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a written notice of each annual or special meeting, stating the purpose thereof as well as the time and place where such meeting is to be held, to each member of record, at his address as it appears on the membership roster of the Corporation, or if no such address appears, at his last known place of address, at least ten (10) days, but not more than ninety (90) days prior to such meeting. Service may also be accomplished by the delivery of such notice to the member at the address shown on the roster mentioned above. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the membership shall be a waiver of notice to him of the time, place and purpose thereof. Meetings of the members shall be open.

Section 5. Quorum. The presence either in person or by proxy, of members representing at least twenty-five (25%) percent of the total votes of the Condominium as set out in the Declaration shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members.

Section 6. Voting. At every meeting of the members, each of the members shall have the right to cast the number of votes appurtenant to his Unit, as established in Exhibit "O" of the Declaration. The majority of the members representing more than fifty percent (50%) of the votes of members on the current roster, present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration or of these By-Laws, a different vote is required in which case such express provisions shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other Owner of such membership is noted at such meeting. In the event all of the Co-Owners of a membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding the question. In the event any Condominium Unit is owned by a corporation, then the vote for such membership appurtenant to such Condominium Unit shall be cast by a person designated in a certificate signed by the President of the corporation or any Vice-President thereof and attested by the Secretary of the corporation prior to the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof as the case may be and, unless any objection or protest by any other



trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No member shall be eligible to vote or to be elected to the Board of Directors that is shown on the books or management accounts of the Corporation to be more than thirty (30) days delinquent in payment of assessments for common expenses due the Corporation and which has had a Statement of Condominium Lien filed against the Unit of that member.

Section 7. Proxies. A member may appoint any other member or the Declarant as his proxy. In no case may any member, except the Declarant, cast more than one vote by proxy in addition to his own vote. A proxy must be in writing and must be filed with the Secretary before the appointed time of each meeting. No proxy shall be effective for a period exceeding one hundred eighty (180) days following its issuance, unless granted to a lessee or a mortgagee. Proxies are subject to the provision of Section 11-109 of the Maryland Condominium Act, as amended from time to time.

Section 8. Adjourned Meeting. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy may, except as otherwise provided by law, adjourn the meeting to a time not less than ten (10) days from the time the original meeting was called. In the event of any such adjourned meeting, further notice of the new date must be given to all of the members in accordance with Section 11-109 of the Maryland Condominium Act as amended from time to time.

Section 9. Order of Business. The order of business at all meetings of the members shall be as follows:

- (a) Roll call and certificate of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of minutes or proceeding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election or appointment of inspectors of election.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

#### ARTICLE V DIRECTORS

Section 1. Number and Qualification. The affairs of the Council of Unit Owners of the Condominium shall be governed by the Board of Directors composed of at least three (3) persons and not more than nine (9) all of whom, after the first annual meeting of members, shall be members of the Corporation. Until such time as the Declarant is divested of fifty-one percent (51%) of its membership interest in the total Condominium, any one director appointed or elected through the Declarant may act on behalf of all of such directors if they are unable to attend any meeting of the Board of Directors.

Section 2. Initial Directors. The Initial Directors shall be selected by the Declarant and need not be members of the Corporation. The names of the Directors, who shall act as such from the date upon which the Declaration is recorded among the Land Records of Anne Arundel County, Maryland, until the first annual meeting of the members or until such time as their successors are duly elected and qualified are as follows:

John W. Steffey, Sr.  
Richard W. McClelland  
Jeanine R. Clark

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Council of Unit Owners of



the Corporation and may do all such acts and things as are not prohibited by the Maryland Condominium Act or by these By-Laws directed to be exercised and done by the Unit Owners and/or members. The powers and duties of the Board of Directors shall include but not be limited to the following:

(a) To provide for the care, upkeep, maintenance and surveillance of the Condominium and its general and limited common elements and services in a manner consistent with the Maryland Condominium Act and the provisions of these By-Laws and the Declaration.

(b) The establishment, collection and use of the assessments from the members and for the assessment and/or enforcement of liens therefor in a manner consistent with the Maryland Condominium Act and the provisions of these By-Laws and the Declaration.

(c) To provide for the designation, hiring and dismissal of the personnel necessary for the maintenance and operating the Condominium project and for the proper care of the general and limited common elements and to provide services for the project in a manner consistent with the law and the provisions of these By-Laws and the Declaration.

(d) To promulgate and enforce such rules and regulations and such restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Condominium and the use of the general and limited common elements by the members, all of which shall be consistent with the law and the provisions of these By-Laws and the Declaration.

(e) To impose fines, suspend voting or impose other sanctions for violations of rules and regulations in accordance with the procedures set forth in Section 11-113 of the Maryland Condominium Act, as amended from time to time.

(f) To lease, grant licenses, easements, rights-of-way and other rights of use in all or any part of the common elements of the Condominium, all subject to the prior written approval of the Regional Office of the Veterans' Administration provided any of the Mortgages is insured by the Administrator of Veteran's Affairs and according to the provisions of the Maryland Condominium Act, as amended from time to time.

(g) To purchase condominium units in the Condominium project and to lease mortgage or convey the same, subject to the provisions of these By-Laws and the Declaration.

(h) To enter into agreements whereby the members acquire leaseholds, membership and other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the members and to declare expenses incurred in the protection therewith to be common expenses of the Corporation.

(i) To purchase insurance on the Condominium in a manner provided for in these By-Laws.

(j) To repair, restore or reconstruct all or any part of the Condominium after any casualty loss in a manner consistent with the law and the provisions of these By-Laws and to otherwise improve the Condominium.

(k) To have unauthorized vehicles removed from common elements in accordance with rules adopted by the Council of Unit Owners and posted on the parking lot area or in such other conspicuous location.

(l) To allocate parking spaces within the Condominium to Unit Owners and guests. Only the Declarant or the Board of Directors may assign parking spaces from time to time.



Section 4. Management Agent. Upon the majority vote of the members, the Board of Directors may employ for the Corporation a Management Agent, at a rate of compensation established by the Board of Directors which shall perform duties, including, but not necessarily limited to, the duties set out in subsection (a) through (l) of Section 3 of this Article. The Corporation shall have the right to self-management by a simple majority vote of the unit owners. Any management agreement entered into by the Council of Unit Owners shall provide, inter alia, that such agreement may be terminated without cause or payment of a termination fee upon ninety (90) days written notice thereof and with cause upon thirty (30) days written notice without payment of a termination fee. The term of such a management agreement shall not exceed one year, but may be renewed by mutual consent of the parties.

Section 5. Election and Term of Office. The term of the Directors named herein and in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. The election of Directors shall be by ballot, unless balloting is dispensed with by unanimous consent of the members present at any meeting, in person or by proxy, and shall be elected in accordance with the terms of Section 11-109 of the Maryland Condominium Act. There shall be no cumulative voting. At the first annual meeting of the members, the term of office of the Directors elected shall be fixed for two (2) years. At the expiration of the initial term of office of each respective Director, his successors shall be elected to serve a term of three (3) years. In the alternative, the membership may by resolution duly made and adopted at such first annual meeting, or at any subsequent annual meeting, elect to fix the term of each Director elected at such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first annual meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

Section 7. Removal of a Director. At a regular or special meeting duly called for such purpose, any one or more of the Directors may be removed with or without cause by the affirmative vote of the majority of the votes of the members present, in person or by proxy, and voting, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than thirty (30) days delinquent in payment of any assessments and/or carrying charges due the Corporation may be terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. Directors may be reimbursed for their actual out-of-pocket expenses necessarily and reasonably incurred in connection with their services as Director.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Director shall be present at such meeting.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined by a majority of the Directors, but at least two (2) such meetings shall be held during each year. Unless a certain day and time of each meeting is selected as the meeting day, notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail at his last known address or at the address shown on the roster referred to in Article III, Section 3 of these By-Laws, or by telephone or telegraph at least six (6) days prior to the day named for such meeting. If the Directors designate the same day and time of each month for the regular meetings, prior notice need not be given. Meetings shall be held



in compliance with Section 11-109.1 of the Maryland Condominium Act, as amended from time to time. Notice of meetings of the Board of Directors shall be mailed to Unit Owners at least annually.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail at the address set out in Section 10, above by telephone or by telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting to a later time and not less than forty-eight (48) hours from the time of the original meeting. At such later meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting except adoption of the budget, may be taken without a meeting if all of the members of the Board of Directors shall individually and collectively consent in writing to such action. Such written consent or consents shall be filed with the Minutes of the proceedings of the Board of Directors and may be signed in counterparts.

Section 15. Registration of Directors and Officers. Following the first annual meeting of the Condominium, the Council of Unit Owners shall register with the Department of Assessments and Taxation and shall provide the names and addresses of the officers and directors and shall update this information periodically as provided by Section 11-119 of the Maryland Condominium Act, as amended from time to time.

#### ARTICLE VI OFFICERS

Section 1. Designation. The principal officers of the Council of Unit Owners and/or the Corporation shall be President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The officers of the Corporation need not be members of the Corporation. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in the Board's judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Corporation shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board of Directors. Nominations and ballots shall be in accordance with Section 11-109 of the Maryland Condominium Act.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested



in the office of President of the Corporation including, but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes and resolutions of all meetings of the Board of Directors and the minutes and resolutions of all meetings of the members of the Corporation. Unless otherwise assigned to some other office by the Board of Directors, the Secretary shall count all votes at meetings of the Council of Unit Owners; he shall have charge of the membership roster and of such other books and papers as the Board of Directors may direct; he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Corporation, in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Compensation. The officers shall serve without compensation.

#### ARTICLE VII LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Liability and Indemnification of Officers and Directors. The Council of Unit Owners and/or the Corporation shall indemnify every officer and director of the Corporation against any and all expenses including counsel fees actually and reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding, including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Corporation to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors of the Corporation shall not be liable to the members of the Corporation for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation or the Condominium, except to the extent that such officers and directors may also be Unit Owners, and the Corporation shall indemnify and forever hold such officer and director of the Corporation free and harmless against any and all liabilities to others on account of such contracts and commitments. Any right to indemnification provided for herein shall be in addition to any other rights to which any officer or director or former director or officer may have under the laws of the State of Maryland.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Corporation. No contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any corporation, firm, or association, including the Declarant in which one or more of the directors of this Corporation are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such director or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:



(a) The fact of the common directorate or interest is disclosed or known to the disinterested directors or an affirmative majority thereof or noted in the Minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote as above even if the disinterested Directors constitute less than a quorum; or

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote of a majority of the members excluding those who would benefit from the transaction.

(c) The contract or transaction is fair and commercially reasonable to the Corporation at the time it is authorized, ratified, approved or executed.

Common or Interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereon which authorizes, approves, or ratifies any contract or transaction, and may vote at such meeting to authorize any contract or transaction with like force and effect as if he were not such Director or officer of such other corporation or is so interested.

#### ARTICLE VIII MANAGEMENT

Section 1. Management and Common Elements. The Council of Unit Owners and/or the Corporation shall manage, operate and maintain the general common elements in the Condominium project, shall enforce the provisions hereof and may pay out of the common expense fund herein elsewhere provided for, the following:

(a) The cost of extended liability insurance on the general common elements and the cost of such other insurance as the Corporation may elect.

(b) The cost of the services of a person or firm to manage the general common elements to the extent deemed advisable by the Corporation.

(c) In general, the cost of maintaining, replacing, repairing and landscaping the general common elements and such other furnishings and equipment for the general common elements as the Board of Directors shall determine are necessary and proper, provided, however, that nothing herein contained shall require the Corporation to repair, or otherwise maintain any Condominium Unit, or any fixture, appliances, or equipment located therein or any limited common elements appurtenant to any Unit or Units as set out in this Declaration.

(d) The cost of any and all other materials, supplies, labor services, maintenance, repairs, taxes, assessments, or the like which the Corporation is required to secure to pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the common elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular Condominium Unit or Units, the cost thereof shall be specially assessed to the Owner or Owners thereof in the manner provided in Subsection (e) of Section 1 of this Article.

(e) The cost of the maintenance or repair of any Condominium Unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common elements or to preserve the appearance or value of the Condominium or is otherwise in the interest of the general welfare of all Owners of the Condominium Units; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Owner of the Condominium Unit proposed to be maintained and provided further that the cost thereof shall be assessed against the Condominium Unit on which such maintenance or repair is performed and, when so assessed a statement for the amount thereof shall be rendered promptly to the then Owner of the Condominium Unit at which time the assessment shall become due and payable and shall



constitute a continuing lien and obligation of said Owner and Unit in all respects as provided in Article IX of these By-Laws.

(f) Any amount necessary to discharge any lien or encumbrances levied against the Condominium, or any portion thereof, which may, in the opinion of the Board of Directors constitute a lien against any of the common elements rather than the interest of the Owner of any individual Condominium Unit.

Section 2. Management Agent. Upon the majority vote of the members, the Corporation may delegate any of its duties, powers or functions to a Management Agent. The Corporation and Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated if the Director reasonably believes the Management Agent to be competent.

Section 3. Easements for Utilities, Related Purposes and Other Purposes. The Corporation is authorized and empowered to grant, and shall from time to time grant such licenses, easements, and/or rights-of-way for service lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits, Cable TV and such other purposes related to the provision of public utilities as may be required for providing utility service to the Units and the common elements, as well as licenses, easements and rights-of-way for such other purposes deemed appropriate by the Corporation, provided the necessary approvals for such grants are obtained as required by Section 11-125 of the Maryland Condominium Act as amended from time to time.

Section 4. Limitation of Liability. The Corporation shall not be liable for any failure of water supply or other services to be obtained by the Corporation or paid out of the common expense funds, or by any Owner of any Condominium unit, or any other person or resulting from electricity, water, snow or ice which may leak or flow from any portion of the general common elements. Unless the Corporation has insurance to cover such an event, the Corporation shall not be liable for damages resulting from the flow of any water from any roof or downspout into any Unit or limited common element. No diminution or abatement of common expense assessments as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the general common elements or from any action taken by the Corporation to comply with the law, ordinance or with the order or directive of any municipal or other governmental authority, except to the extent covered by insurance.

Section 5. Corporation as Attorney-in-Fact. The Corporation is hereby irrevocably appointed as attorney-in-fact for the Owners of all Condominium Units, and for each of them, to manage, control and deal with the interests of such Owners in the general common elements of the Condominium as to permit the Corporation to fulfill all of its powers, functions, and duties under the provisions of the Maryland Condominium Act, the Declaration, and the By-Laws, and to exercise all of its rights thereunder. The foregoing shall be deemed to be a power of attorney coupled with an interest and the acceptance by any person or entity to any interest in any Condominium Unit shall constitute an appointment of the Corporation as attorney-in-fact as aforesaid.

Section 6. Duty to Maintain. Except for maintenance requirements hereinabove imposed upon the Corporation, if any, the Owner of the Condominium Unit shall, at his own expense, maintain and carry all necessary insurance for the upkeep, repair and replacement of his Unit and any and all equipment, appliances, fixtures, windows, fireplaces, or doors therein situate, and its other appurtenances. He shall maintain his Unit in good order, condition, and repair, in a clean and sanitary condition, and shall do all redecorating, painting, and the like which may at any time be necessary to maintain the good appearance of his Condominium Unit, and such appurtenances. In addition to the foregoing, the Owner of any Condominium Unit shall at his own expense, maintain, repair or replace any plumbing and electrical fixtures, heating and air conditioning equipment, whether within or without the Unit so long as it serves his Unit, light fixtures, refrigerators, freezers, dish washers, disposals, range and/or other equipment that may be in or appurtenant to such Condominium Unit. The Owner of the Condominium Unit shall also at his own expense, maintain any other limited common



elements which may be appurtenant to such Condominium Unit, and reserved for his exclusive use, in a clean, orderly and sanitary condition. Each Unit Owner shall be responsible for the maintenance and repair of any pipes and drains feeding from fixtures within his Unit to a central collection pipe or drain. All obligations created by or arising out of provisions of this Article VIII, Section 6, shall be personal with the Owners of the Units and, upon the discretion of the Board of Directors, may result in a lien or charge upon any of the Units owned by the violating Owners.

**Section 7. Access at Reasonable Times.** The Council of Unit Owners, through its Board of Directors or Management Agent, shall have an irrevocable right and easement to enter the Condominium Units for the purpose of making repairs to the general and limited common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium project. Except in cases involving manifest danger to public safety or property, the Council shall make a reasonable effort to give notice to the Owner of any Condominium Unit to be entered for the purposes of such repairs. No entry by the Council for the purposes specified in this Section shall be considered a trespass.

#### ARTICLE IX ASSESSMENTS, CARRYING CHARGES AND ANNUAL BUDGET

**Section 1. Annual Assessments, Carrying Charges and Annual Budget.** Each member shall pay to the Council of Unit Owners or the Corporation in advance on or before the first day of each month, an annual sum payable monthly (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12) of the member's proportionate share of the sum required by the Corporation as estimated by the Corporation as estimated by its Board of Directors, to meet the annual common expense, including, but in no way limited to the following:

- (a) The cost of all services furnished, including charges by the Corporation for facilities and maintenance of the general common elements; and
- (b) The estimated cost of necessary management, repairs, maintenance and administration of the general common elements;
- (c) The amount of all taxes and assessments levied against the Corporation or upon any property which it may own or which it is otherwise required to pay, if any; and
- (d) The cost of extended liability insurance on the general common elements and the cost of such other insurance as the Corporation may incur; and
- (e) The cost of furnishing water, electricity, heat, and other utilities to the extent furnished by the Corporation, if at all; and
- (f) The cost of funding contributions to the "Paid-In-Surplus" account and all necessary replacements established by the Corporation, including, when appropriate, general operating allocation and/or replacement disbursements, if required to be so kept by the Corporation, and

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances require. Upon resolution of both the Board of Directors and the members representing more than fifty percent (50%) of the total votes of the Condominium, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. For administrative convenience, when and if the annual assessments are increased in accordance with the procedures set forth herein, the increases shall be rounded off to the next higher dollar amount.

The Board of Directors shall determine the amount of the assessment annually, and shall submit a copy of the annual proposed budget to the Unit Owners at least 30 days before its adoption at a meeting of the Council of Unit Owners scheduled for that



purpose. Assessment shall be made against the Unit Owners in proportion to their percentage interest in the common expenses and common profits. The budget shall be adopted at an open meeting of the Council of Unit Owners.

The annual budget shall provide for at least the following items: 1) income; 2) administration; 3) maintenance; 4) utilities; 5) general expenses; 6) reserves; 7) capital items.

The omission of the Board of Directors, before the expiration of any assessment period, to fix the assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any Unit Owner from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment is fixed until the procedure set forth above is complied with. No Unit Owner may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of any Condominium Unit belonging to him. The Declarant, its successors or assigns, may defer payment of accrued assessments for Units to which it retains legal title until the date it conveys legal title at a settlement to a third party buyer, or by a lease with a term longer than one hundred twenty (120) days, the Unit is occupied by a tenant. The deferment by the Declarant of payment of the accrued assessments as set forth above shall not be a ground for acceleration of assessments, late fees, interest charges, costs of collection or attorney's fees. Declarant shall be entitled to deduct from any assessments owed by it for Units it has legal title to, any sums expended by it on account of the budgeted items for which the assessments are being collected.

**Section 2. Special Assessments.** In addition to the regular assessments authorized by this Article, the Corporation may levy in any assessment year subsequent to the first year, a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement, of a described capital improvement located upon the general common elements, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate provided that any such assessment shall have the assent of the members representing a majority of the total of the Council of Unit Owners. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting. The Declarant shall not be responsible for, or to pay any special assessment so levied until such time as a Unit to which he retains legal title becomes occupied for residential use, not including use of any Units as a model or demonstrator.

**Section 3. Non Payment of Assessments -- Statement of Condominium Lien.** Any assessment levied pursuant to the Declaration or these By-Laws, and any installment thereof, which is not paid on the date when due shall be delinquent and shall entitle the Corporation to claim the amount of such assessment, together with interest thereon, late charges as set out below, the actual costs of collection thereof, and reasonable attorneys' fees as a lien on the Condominium Unit against which it is assessed; provided, however, that such lien shall be effective only after a Statement of Condominium Lien is recorded among the Land Records of Anne Arundel County, Maryland, after notice of the amount due and of the Unit Owners' right to a hearing, all pursuant to Subsection 11-110(d) of the Condominium Act, and Subsection 14-201, et. seq., of the Real Property Article of the Annotated Code of Maryland (Maryland Contract Lien Act), both as amended from time to time, and further provided that the Statement of Condominium Lien states the description of the Condominium Unit, the name of the Unit Owner of record, and the amount due. Any such Statement of Condominium Lien shall be in substantially the following form or as may otherwise be required by Title 14, Subtitle 2, Real Property Article of the Annotated Code of Maryland, as amended from time to time.



**STATEMENT OF CONDOMINIUM LIEN**

THIS IS TO CERTIFY that the property described as Unit No. \_\_\_\_\_, in "Castle Harbour Condominiums", is subject to a lien under Title 14, Subtitle 2 of the Real Property Article, Maryland Annotated Code, in the amount of \$ \_\_\_\_\_. The property is owned by \_\_\_\_\_.

I **HEREBY AFFIRM** under the penalty of perjury that notice was given under Section 14-203(a) of the Real Property Article, and that the information contained in the foregoing Statement of Condominium Lien is true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Name of Party Claiming Lien

The Statement of Condominium Lien shall be signed and verified as required in Title 14, Subtitle 2, Real Property Article of the Annotated Code of Maryland as amended from time to time by any officer of the Council of Unit Owners, or any duly authorized agent, attorney, or other person duly authorized by the Board of Directors of the Council of Unit Owners for such purpose.

Upon recordation of the Statement of Condominium Lien as aforesaid, the Lien shall bind the Condominium Unit described in the Statement of Condominium Lien in the hands of the Unit Owner, his heirs, successors, devisees, personal representatives and assigns. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the voluntary grant for which a Statement of Condominium Lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. The personal obligation of the Unit Owner to pay the assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, may be maintained without foreclosure or waving the lien established by the Statement of Condominium Lien to secure payment of such assessment. Upon full payment of the amount for which the lien is claimed, including payment of a fee for preparation and recording of the lien or order of satisfaction, the Unit Owner shall be entitled to a recordable satisfaction of the lien.

Any assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, which is not paid within fifteen (15) days after it is due, shall be subject to a late charge of Fifteen Dollars (\$15.00) or one-tenth (1/10th) of the total amount of any delinquent assessment or installment, whichever is greater, or for any other greater sum authorized by the Maryland Condominium Act as amended from time to time. If the monthly or other periodic installments of annual assessments are not paid when due, the Council of Unit Owners may demand payment of the remaining annual assessment coming due within that fiscal year provided it does so in compliance with Section 11-110(e)(3) of the Maryland Condominium Act, as amended from time to time. All unpaid assessments shall bear interest at the rate not to exceed eighteen percent (18%) per annum or such higher rate as permitted by the Maryland Condominium Act, as amended from time to time, and the Corporation may bring an action for damages against the member personally obligated to pay the same, or foreclose the lien against the member in the manner now or hereafter provided for in the foreclosure of mortgages, deeds of trust, or other liens on real property in the State of Maryland, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys fees shall be added to the amount of each



assessment. Suit for any deficiency following foreclosure may be maintained in the same proceeding.

In the event any proceeding to foreclose the lien for any assessment due the Corporation pursuant to this Article is commenced with respect to any Condominium Unit or Units in the Condominium, then the Owner of such Condominium Unit or Units, upon resolution of the Board of Directors, may be required to pay a reasonable rental for such Unit or Units, and the Corporation shall be entitled to the appointment of a receiver to collect the same.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Corporation, including any installment thereof which becomes delinquent, in any prominent location within the Condominium.

Section 4. Assessment Certificates. The Corporation shall, upon demand at any time, furnish to any member liable for any assessment levied pursuant to these By-Laws (or any party legitimately interested in the same) a certificate in writing signed by an officer or agent of the Corporation, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Corporation for each certificate so delivered except that no charge shall be levied against any institutional mortgagee of any Condominium Unit in the Condominium which requests such a certificate.

Section 5. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessments levied pursuant to the Declaration and/or these By-Laws, or any other installment thereof, except as to the Declarant as set forth in Section 1 of this Article IX, the entire balance of said annual assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full, provided the Board of Directors complies with the procedures for acceleration set forth in the Maryland Condominium Act, as amended from time to time.

Section 6. Priority of Lien. The lien established by the Corporation by a Statement of Condominium Lien as hereinbefore provided, shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) General and special assessments for real estate taxes on the Condominium Unit, and

(b) The lien of any bona fide deed of trust, mortgage, or other encumbrance duly recorded and encumbering the Condominium Unit prior to the recordation of the Statement of Condominium Lien, or duly recorded on the Condominium Unit after receipt by the holder of any such mortgage (or the holder of the indebtedness or note secured thereby) of a certificate or statement in writing signed by an officer or agent of the Corporation stating that the payment on account of all assessments levied by the Corporation against the Condominium Unit were current as of the date of recordation of such deed of trust, mortgage instrument or other encumbrance.

The lien established by the recordation of a Statement of Condominium Lien, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance duly recorded on the Condominium Unit and made in good faith and for value received, provided, however, that such subordination shall apply only to assessments, and installments thereof which have become due and payable prior to taking title under a sale or transfer of the Condominium Unit pursuant to a foreclosure or any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any other purchaser who acquired title, shall take the Condominium Unit free of any claims for unpaid common expense assessments and carrying charges levied against the Condominium Unit which accrued prior to the time such holder comes into possession of the Condominium Unit or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid common expense assessments and carrying charges resulting from a re-allocation of the Condominium Units in the Condominium. Such



foreclosure shall not relieve the mortgagee in possession or the purchaser who acquires title from any liability for any common expense assessments and carrying charges thereafter becoming due or from the lien established by the recordation of a Statement of Condominium Lien with respect to any common expense assessments and carrying charges thereafter becoming due.

No amendment to this Section shall affect the rights of the holder of any such deed of trust, mortgage, or other encumbrance recorded prior to the recordation of such amendment unless the holder of such deed of trust, mortgage, or other encumbrance shall join in the execution of such amendment.

Section 7. Additional Rights of Mortgagees - Notice. The Corporation shall promptly notify the holder of the first mortgage on any Condominium Unit for which any assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof becomes delinquent for a period in excess of thirty (30) days and the Condominium Unit with respect to which any provisions of the Declaration or these By-Laws remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the priorities established by this Article, the validity of any assessment levied pursuant to the Declaration or these By-Laws or the validity of any lien to secure the same.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws except after ten (10) days written notice by first class mail, mailed to the holder of the first mortgage on the Condominium Unit which is the subject matter of such suit or proceeding. For the purpose of this Section 7, a notice shall be deemed mailed when it is postmarked and not when it is received.

#### ARTICLE X USE RESTRICTIONS

Section 1. Residential Use. All Condominium Units shall be used for private residential purposes exclusively except for such non-residential uses as may be permitted by the Board of Directors, the applicable zoning ordinance and recorded covenants and restrictions. Because of market conditions or for any other reason, the Declarant may lease in lieu of selling any of the Units which it owns. Nothing in this Section, or herein elsewhere, shall be construed to prohibit the Declarant from the use of any Condominium Units which Declarant owns for promotional display purposes as "model Units" or from leasing any Unit or Units which Declarant owns except that Declarant shall nevertheless be bound by the provisions of Section 2 of this Article. No assessments shall be chargeable against the Declarant or any Unit owned by it if leased or otherwise used in accordance with the terms of this Section 1.

Section 2. Leasing. No portion of a Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein. Any Owner of any Condominium Unit who shall lease such Unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Condominium Unit shall be subject to and subordinate in all respects to the provisions of the Declaration and these By-Laws and to such other reasonable rules and regulations relating to the use of the common elements or other "house rules", as the Board of Directors may from time to time promulgate. A copy of the Declaration and these By-Laws and any other "house rules" shall be retained in the leased Condominium Unit. The provisions of this Section shall not apply to any institutional mortgagee of any Condominium Unit who comes into possession of the Unit by reason of any remedies provided by law, in such mortgage, or as a result of a foreclosure or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Declarant and its agents in connection with the original construction of the Condominium, and except as may be reasonable and necessary in connection with the repair or reconstruction of any portion of the Condominium by the Corporation:



(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit shall be used for residential purposes and for no other purpose, except that a Unit may be used as a professional office upon the written consent of the Board of Directors provided that such use is consistent with all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction in respect of the Property, and, provided further, that as a condition for such consent each such Unit Owner agrees to pay and pays any increase in the rate of insurance for the Property which results from such professional use. An owner may use a portion of his Unit for an office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner, and provided further that in no event shall any part of the Property be used as a school or music studio.

(b) No noxious or offensive trade or activity shall be carried on within any Condominium Unit nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Owners. No nuisances shall be permitted within the Condominium, nor shall any use or practice be permitted which is or becomes a source of annoyance to the members or which interferes with the peaceful use and possession thereof by the members. By way of example and not limitation, examples of nuisances include loud music or noise; loud, frequent and late night parties; use of electrical equipment which interferes with normal television or radio reception.

(c) There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements excepting those areas designated for storage of personal property by the Owners of the Condominium Units, without the approval of the Board of Directors. Vehicular parking upon general common elements may be regulated by the Board of Directors. Parking spaces and bicycle storage upon the general common elements may be assigned by the Board of Directors for use by the Owners of particular Condominium Units.

(d) Nothing shall be done or maintained in a Condominium Unit or upon any common elements which will increase the rate of insurance on any of the common elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. No waste shall be committed upon any common element.

(e) No modifications, alteration, construction, addition or removal of any Condominium Unit or common elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.

(f) Except for professional use permitted by the Board of Directors and other uses permitted by the Declaration, no industry, business, trade occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. No Unit Owner may post any advertisement, poster or sign of any kind on the exterior of his Unit or in the windows of his Unit, except (i) as permitted by the Board of Directors; (ii) in the event the Board of Directors gives its consent to the professional use of a Unit, a suitable sign may be displayed upon the written consent of the Board of Directors; or (iii) when required by law. The right is reserved by the Declarant or its agents to use any unsold Unit or Units for display purposes and to display "For Sale" or "For Rent" signs for unsold Units.

(g) There shall be no violation of any rules for the use of the common elements or other "house rules" which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors.

(h) No unlawful use shall be made of any Condominium Unit or any portion of the common elements and all laws, zoning and other ordinances, regulations of governmental and other municipal bodies and the like shall be observed at all times.

(i) No recreational vehicles, boats, boat trailers, camping trailers, trucks or motor vehicles of any kind except passenger cars, passenger van-type vehicles, and



other vehicles approved by a majority of the Board of Directors shall be parked or stored in or on any Condominium Units or common elements except in the area designated for such vehicles and/or boats by the Board of Directors, if any. Nothing herein shall be construed to prevent the Unit Owners from parking such vehicles at the Unit for purposes of servicing, loading or unloading and except as may be permitted by regulations adopted by the Board of Directors. In the event parking spaces are assigned to Unit Owners, visitors parking shall be restricted to those assigned spaces and violating vehicles may be towed away upon the direction of the Board of Directors.

(j) No motorized vehicle may be used or maintained on the yard or sidewalks of any Unit and no unlicensed vehicles are allowed on the Property.

(k) No antennas, except installed by the Declarant, that are visible from the exterior of any Unit may be erected or maintained except upon the written consent of the Board of Directors.

(l) The limited common elements and all yards must be kept in an orderly condition so as not to detract from the neat appearance of the community. In this regard, no motorcycles, no mopeds or other motor driven vehicles may be parked on the patios, balconies, front entrance ways or the yards. The Board of Directors, in its sole discretion, may determine whether or not limited common elements are orderly. If an owner shall fail to keep his limited common elements orderly, the Board of Directors may have any objectionable items removed from the limited common elements so as to restore its orderly appearance, without liability therefor, and charge the Unit owner for any costs incurred in the process.

(m) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon any common elements, except that this shall not prohibit the keeping of a small, orderly house pet provided that it is not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the common elements except in those areas designated by the Board of Directors. All pets shall be accompanied by an adult and are to be carried or leashed. Any member who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, and each of its members free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the Property.

(n) No structure of a temporary character, trailer, tent, shack, barn or other out-building shall be maintained upon any common element at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any common element at any time. No clothing, laundry or the like shall be hung from any part of any Unit or upon any of the common elements or from or upon any balcony or patio.

#### ARTICLE XI ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. Except for the original construction and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, paint, remove or construct any lighting, screen, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any Condominium Unit or upon any of the common elements within the project or to combine or otherwise join two or more Condominium Units, or to partition the same after combination, or to remove or alter any windows or exterior doors or door or window trim of any Unit, or to make any change or alteration within any Unit which



will alter the structural integrity of the building or otherwise affect the property interest or welfare of any other Unit Owner, materially, increase the cost of operating or insuring the Condominium, or impair any easement, until the complete plans and specifications, showing the location, nature, shape, height, form of change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the cost of maintaining and insuring the Condominium and harmony of design, color and location in relation to surrounding structures and topography, by the Board of Directors of the Corporation, or by an architectural control committee designated by it.

Section 2. Architectural Control Committee - Operation. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Corporation and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Control Committee then the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. In no event shall the powers and duties herein provided in any way alter or effect the ultimate control or powers of the Board of Directors as provided in these By-Laws.

Section 3. Approvals, etc. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications as approved shall be deposited among the permanent records of such committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such final plans and specifications (and all materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action as provided in Section 3 of Article XI) and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications are subsequently submitted for use in other instance.

Section 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structures in accordance with plans and specifications approved by the Architectural Control Committee in accordance with the provisions of this Article, the Architectural Control Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of these By-Laws as may be applicable.



Section 6. Rules and Regulations, etc. The Architectural Control Committee shall from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy standards, guidelines, and/or establish such criteria, relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria, or the like shall be construed as a waiver of the provisions of this Article or any other provisions or requirement of these By-Laws. Until such time as the initial rules, regulations and standards for their decision making process are adopted, the Architectural Control Committee shall apply those standards necessary to maintain the physical integrity and aesthetic consistency of the Condominium. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decision of the Architectural Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Architectural Control Committee may appeal the decision of the Architectural Control Committee to the Board of Directors of the Corporation, and, upon request of each member, shall be entitled to a hearing, before the Board of Directors. Disapproval by the Architectural Control Committee shall not be arbitrary or capricious.

Section 7. Enforcement. In addition to any other remedies provided by law or the Declaration or these By-Laws, the Council of Unit Owners by resolution of the Board of Directors may commence in any court of law a proceeding necessary to enforce the decision of the Architectural Control Committee including damages and the seeking of injunctive relief compelling the violator to remove any violation of a decision of the said Board and to reconstruct in accordance with any decision of the Board or to a condition in conformity with the original plans for the Condominium.

## ARTICLE XII INSURANCE

Section 1. Insurance by Unit Owners. Each Unit Owner shall obtain and maintain to the extent reasonably available, at least the following:

(a) Casualty or physical damage insurance in an amount equal to the full replacement value (i.e. 100% of the replacement cost, exclusive of land, foundation, and excavation) of the Condominium (including all building service equipment and the like) with an "Agreed Amount Endorsement," or its equivalent, a "Condominium Replacement Cost Endorsement" or its equivalent, and an "Increased Cost of Construction Endorsement" or its equivalent, and a "Contingent Liability from Operation of Building Code Endorsement" or any equivalents for said endorsements without deduction or allowance for depreciation (as determined annually by the Board of Directors with the assistance of the insurance company or companies affording such coverage), such coverage to afford protection against at least the following:

(i) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement; and

(ii) Such other risks as shall customarily be covered with respect to units within projects similar in construction, location, and use, including but not limited to, cost of demolition, vandalism, malicious mischief, windstorm, machinery explosion or damage, and flood insurance coverage if the property is in an area identified as having special flood hazards and the sale of flood insurance is available under the National Flood Insurance Act of 1968, and such other insurance as the Board of Directors may from time to time determine.

Each Unit Owner shall provide the Board of Directors written evidence annually of having obtained the required insurance. In the event that the Board of Directors determines that such coverage should be obtained by a consolidated policy for the entire project, the Board of Directors may obtain and maintain such coverage which is to be funded by the assessments referred to in Article IX of these By-Laws.



**Section 2. Insurance through Board of Directors.** The Board of Directors shall obtain and maintain to the extent reasonably available, and in accordance with the Maryland Condominium Act, Section 11-114, as amended from time to time, insurance to include at least the following:

(a) Property insurance on the common elements and units, exclusive of improvements and betterments installed by Unit Owners, insuring against all risks of direct physical loss commonly insured against, in amounts determined by the Council of Unit Owners;

(b) Comprehensive general public liability insurance including medical payment insurance, in such amounts and in such forms as may be considered appropriate by the Council of Unit Owners, including, but not limited to, occurrences commonly insured against for water damage, legal liability, hired automobile, non-owned automobile, liability for property of others, death, bodily injury and any and all other liability incident to the ownership, use or maintenance of the common elements or any portion thereof; and

(c) Workman's Compensation insurance to the extent necessary to comply with any applicable law; and

(d) A "Legal Expense Indemnity Endorsement" or its equivalent, affording protection for the officers and directors of the Corporation for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or director shall have been a party by reason of his or her services as such; and

(e) The Board of Directors shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers and directors of the Corporation, trustees for the Corporation and such employees and agents of the Corporation who handle or are responsible for the handling of funds of the Corporation.

ARTICLE XIII  
CASUALTY DAMAGE - RECONSTRUCTION OR REPAIR

**Section 1. Use of Insurance Proceeds.** Except as otherwise provided by the Maryland Condominium Act, in the event of damage or destruction by fire or other casualty of a Unit or of any of the common elements, the same shall promptly be repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any.

**Section 2. Proceeds Insufficient.** In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any casualty not insured against, then the repair or reconstruction of the damage shall be accomplished promptly by the Corporation at its common expense, pursuant and subject to such conditions as defined in Section 4 of this Article, and subject to such controls as the mortgagees may require. The ratable share of the expense of such repairs or reconstruction may be assessed and, in the event any Statement of Condominium Lien is recorded with respect to such assessments, then the lien shall have all the priorities provided for in Article IX of these By-Laws. In the event that the proceeds of casualty insurance are paid to any Insurance Trustee pursuant to the requirements of Sub-Section 11-114(d) of the Maryland Condominium Act, then all funds collected from the Unit Owners of the Units pursuant to this Section 2 shall likewise be paid over to such Insurance Trustee and shall be disbursed by such Insurance Trustee in accordance with the provisions of Sub-Section 11-114(d) of the Maryland Condominium Act.

**Section 3. Restoration Not Required.** In the event more than two-thirds (2/3rds) of the entire project is substantially damaged or destroyed by fire or other casualty and eighty percent (80%) of the Unit Owners and their mortgagees, including all of the Unit Owners and their mortgagees of the Units so destroyed, do not promptly resolve to



proceed with repair or reconstruction, then, and in that event the Condominium shall be deemed to be owned in common by the Owners of all of the Units in the same proportion as that previously established for ownership of appurtenant undivided interests in the common elements and the Condominium shall be subject to an action for partition at the suit of any Unit Owner or the holder of any mortgage thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Corporation or its members in common, shall be considered as one fund and shall be divided among the Owners of all of the Units in the same proportion as that previously established for ownership of appurtenant undivided interests in the common elements, after first paying out of the share of the Owner of any Unit, to the extent such share is sufficient for the purpose, all liens upon said Unit in accordance with the priority of interests in each Unit.

**Section 4. Reconstruction.** Notwithstanding anything contained herein to the contrary, if the improvements constructed upon any Unit are destroyed by fire or other casualty to the extent that such improvements are rendered uninhabitable, the Unit Owner may, at his option, elect to use the insurance proceeds from such loss to replace the improvements of such Unit with improvements of like kind and quality, subject to the restrictions and limitations set out in these By-Laws. The plans and specifications for the proposed replacement improvements shall be submitted to the Architectural Control Committee established in Article XI of these By-Laws and shall be reviewed and approved in accordance with the restrictions, limitations, and guidelines set out therein.

#### ARTICLE XIV FISCAL MANAGEMENT

**Section 1. Fiscal Year.** The fiscal year of the Council of Unit Owners of the Corporation shall begin on the first day of January every year, except for the first fiscal year of the Corporation which shall begin at the date of incorporation or the date of recording of the Declaration, whichever occurs last. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should condominium practice subsequently dictate.

**Section 2. Books and Accounts.** Books and accounts of the Corporation shall be kept under the direction of the Treasurer in accordance with sound accounting practices, consistently applied. The same shall include books with detailed account in chronological order, of receipts and of the expenditures affecting the Condominium project and its administration and shall specify the maintenance and repair expenses of the general and limited common elements and service and any other expenses incurred. The amount of any assessment required for payment on any capital expenditures of the Corporation may, in the discretion of the Board of Directors, be credited upon the books of the Corporation to the "Paid-in-Surplus" account as a capital contribution by the members.

**Section 3. Inspection of Books.** The books and accounts of the Corporation, vouchers accrediting the entries made thereupon and all other records maintained by the Corporation shall be available for examination by the Unit Owners and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Condominium Unit and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

**Section 4. Execution of Corporation Documents.** With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Corporation by either the President or Vice-President, and all checks shall be executed on behalf of the Corporation by such officers, agents or other persons as are from time to time so authorized by the Board of Directors



ARTICLE XV  
AMENDMENT

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of Unit Owners representing sixty-six and two-thirds (66-2/3%) percent, (or such lower percentage as may be authorized by the Maryland Condominium Act as amended from time to time), of the total votes of the Council of Unit Owners and/or Corporation at any meeting of the members duly called for such purpose in accordance with the provisions of Title 11, Real Property Article of the Annotated Code of Maryland, effective only upon the recordation among the Land Records of Anne Arundel County, Maryland, together with a certificate in writing of the President and Secretary of the Council of Unit Owners stating that the amendment was approved as aforesaid. Amendments may be proposed by the Board of Directors or by Petition signed by Unit Owners representing at least thirty percent (30%) of the total votes of the Condominium. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

ARTICLE XVI  
MORTGAGES - NOTICE

Section 1. Consents. Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the Condominium, except for subparagraph (a) below where approval of all mortgagees is required, unless eighty percent (80%) of the first mortgagees (based upon one vote for each first mortgage owned), and Owners (other than the developer or builder) of the individual Condominium Units have given their written approval, the Council of Unit Owners shall not be entitled to:

(a) Change the percentage interest or obligations of any individual Condominium Unit for the purpose of:

(i) Levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards; or

(ii) Determining the pro-rata share of ownership of each Condominium Unit in the common elements;

(b) Partition or subdivide any Condominium Unit;

(c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause.)

Section 2. Subdivision or Partition. No Condominium Unit in the Condominium shall be subdivided or partitioned without the prior written approval of the holder of any first mortgage on such Condominium Unit, and as provided elsewhere in these By-Laws and the Maryland Condominium Act.

Section 3. Condemnation or Eminent Domain. In the event any Condominium Unit or any part of the common elements of the Condominium is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority then the Board of Directors of the Corporation shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the affected Condominium Unit with respect to the distribution to such Unit Owner of the proceeds of any Condominium award or settlement. No provision of the Declaration or these By-Laws shall entitle any Unit Owner to any priority over the holder of any first mortgage of record on his Condominium Unit with respect to the distribution to such Unit Owner of any condemnation loss. The Board of Directors of the Corporation shall give the first



mortgagees notice of any condemnation loss exceeding: a) Ten Thousand Dollars (\$10,000.00) as to the common elements; and b) One Thousand Dollars (\$1,000.00) as to any Unit.

**Section 4. Exemption.** Any holder of the mortgage which comes into possession of the Unit pursuant to the remedies provided in the mortgage, or foreclosure, shall be exempt from any "right of first refusal", if any, and the holder's subsequent sale or lease of a Unit so acquired shall also be exempt.

**Section 5. Definition of Mortgagee.** As used in this Article, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgages and the term "mortgage" shall include a deed of trust. As used generally in these By-Laws, the term "institutional holder" or "institutional mortgagee" shall include banks, trust companies, insurance companies, savings and loan associations, pension funds, FMMA, FHLMC, all bona fide corporations, and any agency or department of the United States Government or of any State or municipal government.

#### ARTICLE XVII PARKING SPACES

All parking areas within the Property shall be considered part of the general common elements. Parking may be regulated by the Board of Directors and may initially be assigned by the Declarant and thereafter by the Board of Directors. No Unit owner shall make use of any parking space other than that assigned to his Unit by the Board of Directors, if any, without the express written consent of both the Unit owner to whom such space has been assigned and the Board of Directors. No Unit owner shall be assigned more than one (1) parking space by either the Board of Directors or the Declarant.

No Unit owner shall invite, encourage or permit the use by his guests of parking spaces assigned to Units other than his own. Notwithstanding the foregoing, unassigned spaces or spaces designated for general use may be used on a "first come, first serve" basis. No vehicle belonging to any Unit owner, or to the any guest or employee of any Unit owner, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any parking space assigned to any other Unit owner.

Each Unit owner shall comply in all respects with such supplementary rules and regulations which are not inconsistent with the provisions of these By-Laws which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the Property, and the Board of Directors is hereby, and elsewhere in these By-Laws, authorized to adopt such rules and regulations. The location of any parking space assigned to any Unit owner may be changed by the Board of Directors, at any time and from time to time, upon reasonable notice thereof in writing.

#### ARTICLE XVIII FEDERAL HOME LOAN MORTGAGE CORPORATION AND FEDERAL NATIONAL MORTGAGE ASSOCIATION

It is the intention of the Association that these By-Laws conform to the rules, regulations, guidelines, standards, and procedures, as may from time to time be promulgated by both the Federal Home Loan Mortgage Corporation ("FHLMC"), and the Federal National Mortgage Association ("FNMA"), with respect to condominium projects approved by FHLMC and FNMA. Accordingly, to the extent there should exist any inconsistency between these By-Laws and any provision required by FHLMC and/or FNMA to be contained herein, then the applicable requirements of FHLMC and/or FNMA shall be deemed controlling and a part of these By-Laws.



ARTICLE XIX  
COMPLIANCE - INTERPRETATION - MISCELLANEOUS

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of Title 11, Real Property Article of the Annotated Code of Maryland, as amended.

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of Title 11, Real Property Article of the Annotated Code of Maryland. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statute. In the event of a conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of a conflict between the aforesaid Declaration and Title 11, Real Property Article of the Annotated Code of Maryland the provisions of the statute shall control.

Section 3. Resident Agent. Richard W. McClelland, a citizen and resident of the State of Maryland, with an address at 540 Baltimore Annapolis, Severna Park, Maryland, 21146, shall be designated as the Resident Agent, the person authorized to accept service of process in any action relating to the Council of Unit Owners and/or the Corporation or to the common elements. The Resident Agent, Council of Unit Owners, its officers and directors, shall file pursuant to Section 11-119 of the Maryland Condominium Act.

Section 4. Liability of Unit Owners. Except in proportion to the percentage interest in the common elements, no Unit Owner is personally liable (i) for damages as a result of injuries arising in connection with the common elements solely by virtue of his ownership of a percentage interest in the common elements; or (ii) for liabilities incurred by the Council of Unit Owners or the Corporation.

Section 5. Remedies for Violations Against Unit Owners and/or Members. If any Unit Owner fails to comply with the Maryland Condominium Act, the Declaration or By-Laws, or such "house rules" as are properly adopted by the Board of Directors from time to time, the Unit Owner may be sued for damages caused by such failure or for injunctive relief, or both, by the Council of Unit Owners and/or the Corporation, its Board of Directors, and by any other Unit Owner. By acceptance of a deed, the Unit Owners alleged to be in violation shall be responsible for reasonable attorneys fees and court costs incurred by any party for remedying any violation of the Maryland Condominium Act, the Declaration, these By-Laws or such "house rules" by such Unit Owner or Owners.

Section 6. Contract Purchasers and Lessees. Nothing in the Declaration and these By-Laws shall be deemed in any way to condition the effectiveness of any action upon consent thereto or joinder therein of the Unit Owner of record.

Section 7. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

Section 8. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 9. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be determined to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 10. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.



Section 11. Gender, etc. Whenever in these By-Laws and context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the Declarant has caused this writing to be executed and delivered in its name on its behalf on the day and year below written.

WITNESS:

SUN VAL III LIMITED PARTNERSHIP

Earl J. Schaffer

BY:

JOHN W. STEFFEY, SR. (SEAL)  
General Partner

Date:

12/11/86

STATE OF MARYLAND, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY, that on this 11th day of December, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JOHN W. STEFFEY, SR., General Partner of Sun Val III Limited Partnership, and he acknowledged these By-Laws to be the act of said Partnership.

AS WITNESS my hand and Notarial Seal.

Bonnie L. Phillips  
NOTARY PUBLIC

My Commission Expires:

July 1, 1990





## EXHIBIT "O"

TO THE DECLARATION OF  
CASTLE HARBOR CONDOMINIUMSPERCENTAGE INTERESTS IN COMMON ELEMENTS  
AND PERCENTAGE INTERESTS IN COMMON EXPENSES  
AND COMMON PROFITS AND VOTING RIGHTS

A. Each Unit Owner shall have the percentage interest in the common elements and in the common expenses and common profits of the Condominium as shown on the following tables. The phases described below are as shown on Sheet 1 of the Condominium Plat as defined in the Declaration, and includes the initial Condominium at all phases of expansion described in the Declaration. During the initial Phase (Buildings 1 (1102) and 2 (1104)), each Unit Owner of each Unit shall have an undivided percentage interest in the Common Elements, Common Profits and Common Expenses as follows:

<u>Phase 1</u>	<u>Percentage Interest Per Unit</u>
Building No. 1 (1102) Units 1-A-1102, 1-B-1102, 1-C-1102, 1-D-1102; 2-A-1102, 2-B-1102, 2-C-1102, 2-D-1102; 3-A-1102, 3-B-1102 3-C-1102 and 3-D-1102.	5.5555% (±)
Building No. 2 (1104) Units 1-A-1104, 1-B-1104; 2-A-1104, 2-B-1104; 3-A-1104 and 3-B-1104.	5.5555% (±)

While the total percentage interest in the Common Elements, Common Profits and Common Expenses does not total exactly 100%, it is intended to represent 100% of all of the Common Elements, Common Profits and Common Expenses of the Condominium.

B. Before each subsequent Phase, the Percentage Interest in the Common Elements, Common Profits and Common Expenses shall be calculated as follows:

The Percentage Interest in the Common Elements, Common Profits and Common Expenses for each Unit shall be the percentage that results from dividing the total of 100% by the number of Units in all Phases that have been subjected to the Condominium Declaration including the number of Units in the Phase currently being added to the Condominium.

For example, if Phase 8, Building No. 9 (1113), is the Second Phase to be added to the Condominium (Phase 1), Buildings 1 (1102) and 2 (1104) being the initial Condominium with eighteen (18) Units, the Percentage Interest in the Common Elements, Common Profits and Common Expenses of each Unit shall be 3.3333% (±).

$$\begin{array}{l} 100\% \text{ divided by } 30 \text{ (18 Units in initial} \\ \text{Phase 1, plus 12 Units in Phase 8)} = 3.3333\% (\pm) \end{array}$$

In the event all anticipated 156 Units are added to the Condominium, then each Unit would have a Percentage Interest in the Common Elements, Common Profits and Common Expenses of 0.6410% (±). Although the total percentages in the Common Elements, Common Profits and Common Expenses do not total exactly 100%, they are intended to represent 100% of the Common Elements, Common Profits and Common Expenses of the Condominium.



Exhibit "O"  
Page Two

C. Future Phases shall be designated as follows:

Phase 2 - Exhibit "B"

Building No. 3 (1106)  
Units 1-A-1106, 1-B-1106, 1-C-1106,  
1-D-1106; 2-A-1106, 2-B-1106,  
2-C-1106, 2-D-1106; 3-A-1106,  
3-B-1106, 3-C-1106, 3-D-1106

Phase 4 - Exhibit "D"

Building No. 5 (1110)  
Units 1-A-1110, 1-B-1110, 1-C-1110,  
1-D-1110; 2-A-1110, 2-B-1110,  
2-C-1110, 2-D-1110; 3-A-1110,  
3-B-1110, 3-C-1110 and 3-D-1110

Phase 6 - Exhibit "F"

Building No. 7 (1109)  
Units 1-A-1109, 1-B-1109, 1-C-1109,  
1-D-1109; 2-A-1109, 2-B-1109,  
2-C-1109, 2-D-1109; 3-A-1109,  
3-B-1109, 3-C-1109 and 3-D-1109

Phase 8 - Exhibit "H"

Building No. 9 (1113)  
Units 1-A-1113, 1-B-1113, 1-C-1113,  
1-D-1113; 2-A-1113, 2-B-1113,  
2-C-1113, 2-D-1113; 3-A-1113,  
3-B-1113, 3-C-1113 and 3-D-1113

Phase 10 - Exhibit "J"

Building No. 11 (1117)  
Units 1-A-1117, 1-B-1117, 1-C-1117,  
1-D-1117; 2-A-1117, 2-B-1117,  
2-C-1117, 2-D-1117; 3-A-1117,  
3-B-1117, 3-C-1117 and 3-D-1117

Phase 12 - Exhibit "L"

Building No. 13 (1121)  
Units 1-A-1121, 1-B-1121, 1-C-1121,  
1-D-1121; 2-A-1121, 2-B-1121,  
2-C-1121, 2-D-1121; 3-A-1121,  
3-B-1121, 3-C-1121 and 3-D-1121

Phase 3 - Exhibit "C"

Building No. 4 (1108)  
Units 1-A-1108, 1-B-1108, 1-C-1108,  
1-D-1108; 2-A-1108, 2-B-1108,  
2-C-1108, 2-D-1108; 3-A-1108,  
3-B-1108, 3-C-1108, 3-D-1108

Phase 5 - Exhibit "E"

Building No. 6 (1105)  
Units 1-A-1105, 1-B-1105, 1-C-1105,  
1-D-1105; 2-A-1105, 2-B-1105,  
2-C-1105, 2-D-1105; 3-A-1105,  
3-B-1105, 3-C-1105, 3-D-1105

Phase 7 - Exhibit "G"

Building No. 8 (1111)  
Units 1-A-1111, 1-B-1111, 1-C-1111,  
1-D-1111; 2-A-1111, 2-B-1111,  
2-C-1111, 2-D-1111; 3-A-1111,  
3-B-1111, 3-C-1111, 3-D-1111

Phase 9 - Exhibit "I"

Building No. 10 (1115)  
Units 1-A-1115, 1-B-1115, 1-C-1115,  
1-D-1115; 2-A-1115, 2-B-1115,  
2-C-1115, 2-D-1115; 3-A-1115,  
3-B-1115, 3-C-1115, 3-D-1115

Phase 11 - Exhibit "K"

Building No. 12 (1119)  
Units 1-A-1119, 1-B-1119, 1-C-1119,  
1-D-1119; 2-A-1119, 2-B-1119,  
2-C-1119, 2-D-1119; 3-A-1119,  
3-B-1119, 3-C-1119, 3-D-1119

Phase 13 - Exhibit "M"

Building No. 14 (1123)  
Units 1-A-1123, 1-B-1123;  
2-A-1123, 2-B-1123;  
3-A-1123, 3-B-1123

D. Each Unit Owner shall be authorized to cast one (1) vote for each Unit owned by said Unit Owner. As each new Phase is added, each Unit Owner shall continue to have one (1) vote for each Unit owned by said Unit Owner.

Mail to Earl G. Schaffer