

DECLARATION  
OF  
ENGLISH COUNTRY MANOR CONDOMINIUM

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THIS DECLARATION, Made this 7 day of August, 1990, by Harford Land Development Limited Partnership, a Maryland limited partnership, hereinafter referred to as the "Developer" or "Declarant."

WHEREAS, the Developer holds fee simple title to certain land situate in Harford County, Maryland, and described in the Plats of Condominium Subdivision, hereinafter referred to as the "Property," and desires to submit the whole of said land, together with the buildings erected thereon and all rights, alleys, ways, privileges, appurtenances and advantages thereunto belonging, or in any way appertaining, to a Condominium Regime established under the provisions of the Maryland Condominium Act, Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, as amended (hereinafter called the "Act") and hereby to establish for the Property a Condominium Regime (hereinafter called the "Regime"); and

WHEREAS, the Property shall be held, conveyed, divided, subdivided, leased, rented and occupied, improved, hypothecated or encumbered, subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereafter set forth, including provisions of the By-Laws of the English Country Manor Condominium intended to be recorded immediately following hereafter among the Land Records of Harford County, and all notes, legends, memoranda and other data appearing on the Condominium Plats hereinafter described, all of which are declared and agreed to be in aid of a plan for the improvement of the Property, and the division thereof into condominium units and common elements 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 an interest in the Property and improvements, including without limitation, 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.

NOW THEREFORE, THIS DECLARATION WITNESSETH: That Developer, its successors and assigns, does hereby expressly establish and declare the following:

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1. Creation of the Condominium Regime.

A. The Developer hereby submits the land described in the Plats of Condominium Subdivision, hereinafter referred to, Sheets 1 through 3 (recorded simultaneously herewith), entitled "Plat of Condominium Subdivision for English Country Manor Condominium, Phase 1" to a Regime provided for by the Act, and establishes a Regime as therein provided containing one (1) building having a total of twenty (20) units, common elements and limited common elements, parking space limited common elements and parking spaces which are part of the general common elements.

B. Said land as improved by the building and improvements constructed thereon is more fully described in Plats recorded among the Land Records of Harford County simultaneously herewith consisting of three (3) sheets designated as:

Sheet 1 - Plat of Condominium Subdivision for English Country Manor Condominium, Phase 1 ✓

Sheet 2 - Phase 1, Building 3, English Country Manor Condominium ✓

Sheet 3 - Phase 1, Building 3, English Country Manor Condominium

Said Plats are considered a part hereof as if fully incorporated herein.

2. Additional Phases.

A. The Developer intends to construct sixteen (16) additional buildings and common elements as shown on Sheet 1 of the Condominium Plat aforesaid in sixteen (16) additional areas designated thereon as Future Phases, hereinafter called the "Additional Phases," and hereby reserves the irrevocable right for a period of seven (7) years after the date hereof to add such Additional Phases to the Regime established hereunder, in accordance with the procedure provided herein and in the Act, as the same is in force from time to time, up to a maximum of three hundred thirty-two (332) additional units and common elements; so that the maximum total number of units in the Regime, when fully expanded, shall be three hundred fifty-two (352).

B. Each Unit Owner in the Regime established hereunder, as the same is constituted from time to time, and each holder of a mortgage on any such Unit or beneficiary of or Trustee in a deed of trust on any Unit, shall be deemed to have acquiesced to the Amendment of this Declaration, and By-Laws and the Supplement to the Condominium Plats as may be required for the purpose of adding the additional Units and Common Elements as set forth above and shall be deemed to have given the Developer, its successors and assigns and Trustees under Deeds of Trust, an irrevocable power of attorney, coupled with an interest, to

effectuate such Amendment and to have agreed to and covenanted to execute such further documents, if any, as may be required by the Developer to properly accomplish such Amendment.

C. The submission of the Additional Phases shall be accomplished by the Developer filing among the Land and Plat Records of Harford County, Maryland, the appropriate Amendment to this Declaration and Supplement to the Condominium Plats, containing appropriate certifications that the Phase in question has been completed as shown thereon, and the Developer, its successors and assigns, conveying unto each Unit Owner in the Phase to be added by such Amendment an undivided interest in the Common Elements of the Phase submitted to the Regime prior to such Amendment, along with an undivided interest in the Common Elements of the Phase to be added by such Amendment, such interests to be in proportion to the Percentage Interests as set forth in Paragraph 7 hereof and applicable, as therein provided, to the Regime after the addition of the Phase submitted by such Amendment. In order to effectuate the foregoing, the undivided interests in the Common Elements in the Phase submitted to the Regime prior to the Amendment in question, which are to be conveyed to Unit Owners in the Phase to be added by such Amendment shall automatically revert to and be vested in the Developer, its successors and assigns and Trustees under Deeds of Trust, upon the filing of such Amendment.

D. It is the further intent and purpose hereof and it is hereby declared, that as each Additional Phase is added to the Regime, each owner of a Unit in the Regime as the same is constituted prior to the Amendment in question (and the holder of any mortgages or beneficiary of or Trustee in any Deed of Trust on such Unit, as its interests appear), shall have and be vested with an undivided interest in the General Common Elements in the Additional Phase added, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 7 hereof and applicable as therein provided to the Regime after the addition of the Phase submitted by such Amendment, and that such vesting shall occur immediately, and absolutely, upon the filing of the Amendment adding the Additional Phase without the necessity of any separate conveyance of such interests.

E. It is the further intent and purpose hereof, and it is hereby specifically declared, that the provisions of Section 11-120 of the Act shall be applicable to the Regime created hereunder and the Developer does hereby elect to conform to the requirements of Section 11-120.

F. The foregoing notwithstanding, the Developer shall execute and record, from time to time, as may be reasonably required by any Unit Owner or holder of any mortgage or any beneficiary of any Deed of Trust on any Unit, such other and further instruments of conveyance as may be necessary in the

circumstances to validly carry out the intent and purpose set forth above with regard to vesting of interests in the Common Elements.

G. The Developer, and any Successor Developer (hereinafter defined), without the consent of the Unit Owners, shall have the right to change, modify or substitute building and unit types to be constructed upon the Property, and to add additional phases in any order it determines, as said Property is now or hereafter submitted to this Regime.

3. The Developer and Its Designated Successors.

A. As used herein "Developer" shall mean Harford Land Development Limited Partnership. "Successors" of the Developer shall mean each person, firm, or corporation to whom the Developer, or any other person who is the Developer, expressly assigns its rights as the Developer hereunder in the manner set forth in the provisions of subparagraph B hereof and each of such assignees, heirs, personal representatives and successors; provided that no Unit Owner, mortgagee, trustee, lessee, or contract purchaser, shall, merely by virtue of its status of such, be deemed to be the Developer.

B. The Developer shall be entitled at any time to assign to any person, firm, or corporation any or all of its right, title, and interest hereunder (including, by way of example rather than of limitation, the Developer's rights (and any proxy under, or held pursuant to the provisions of the Declaration) by an instrument which makes specific reference to this subparagraph, and is executed and delivered by the Developer and such assignee - and recorded among the Land Records of Harford County. On making such assignment, such assignee shall succeed to all of the Developer's right, title, and interest as such hereunder. The Developer, may, from time to time, hereafter permit any right which it holds under the provisions of this Declaration to be exercised on its behalf by any of its officers, directors, employees, or agents.

C. Any Successor Developer shall have the same rights and privileges as the Developer including the right to exercise the power of attorney coupled with an interest granted to the Developer for such purposes as herein granted.

4. Description of the Buildings. English Country Manor Condominium, Phase 1 consists of one (1) building containing a total of twenty (20) separately designated and legally described fee simple estates, consisting of Building 3, Units A-J 601 Thames and Units A-J 603 Thames ("Condominium Units"), as shown on the "Plat of Condominium Subdivision for English Country Manor Condominium, Phase 1" prepared and certified by Kidde Consultants, Inc., 1020 Cromwell Bridge Road, Towson, Maryland, 21204, registered surveyors in the State of Maryland, which Plats are intended to be recorded simultaneously herewith. The building is a two (2) and three (3) story structure.

5. The Name of the Condominium. This Condominium Regime shall be known as: ENGLISH COUNTRY MANOR CONDOMINIUM.

6. Units.

A. Units.

1. Each Unit shall be conveyed by the name of the Condominium and its Condominium Unit number (which numbers are designated on Sheets 2 through 3 of the Plats for said Condominium). The dimensions, area, and location of each Condominium Unit are shown on the Plats of the Condominium as described above.

2. Each Unit shall consist of an enclosed space or spaces designated as a single family dwelling. The Unit shall occupy that part of the building as shown on the Plats recorded as aforesaid.

3. Each Unit shall consist of:

a. A three dimensional area generally described by planes as follows, the location of these planes is as specifically designated on the Condominium Plats aforesaid:

i. Bottom. The bottom of the Unit is a horizontal plane through the top of the floor and extending in every direction to the points where it closes with vertical planes forming the perimeter of the Unit;

ii. Top. The top of a first floor unit is a horizontal plane through the bottom or underside of the ceiling above the first floor units. For second floor units in a three (3) story building, the top of such unit is a horizontal plane through the bottom or underside of the ceiling above the second floor unit. For second floor units in a two (2) story building or section of a building and for third floor units, the top of such units is a plane extending to the bottom chord of the roof truss, excluding from such space all structural elements including but not limited to trusses, hanger bars, girders, and ceiling or floor support grid systems. All plumbing lines serving the unit above any unit shall be excluded from all units;

iii. Perimeter. The perimeter of the Unit is circumscribed by vertical planes which are formed by the stud interior face of the sheetrock forming the walls of the Unit and extending to intersect the top of the Unit and the bottom of the Unit, and are more particularly shown on the Condominium Plats.

b. Any air space lying upward from the bottom of the Unit, inward from the perimeter of the Unit and below the top of that Unit;



c. Improvements which shall include, but not be limited to: Interior partitions; interior and exterior doors; windows; pipes; conduits; ducts; switches, vents, wiring, fixtures or other facilities for the provision of heat, ventilation, air conditioning, plumbing, electrical power, lighting, telephone service or television reception (to the extent such ownership is not retained by the company supplying such service); and all plumbing, electrical and mechanical equipment within the Unit designed for use by that Unit only;

d. The heat pump, heat pump pad, and the air space above (but extending only up to the plane 10 feet above the top of the heat pump pad, as they appear on the aforesaid Plats, even though the same may be within the General or Limited Common Elements as defined herein;

e. Storage lockers on the porches of each Unit;

f. Sprinkler heads;

g. Fireplaces excluding flue stacks; and

h. All improvements contained within the aforesaid three dimensional space.

4. Except as otherwise provided herein and in Paragraph 22 below, each Unit in the Condominium shall be used only for residential purposes by the Unit Owner or Owners thereof, his family, guests, invitees, or other occupants, or the lessees of the Unit Owner, their families, guests, invitees or other occupants. The Board of Directors of the Council of Unit Owners (hereinafter, the "Board") may approve (which approval may be rescinded) incidental use of a portion of a particular Unit for personal office use. The Developer may, until all Units have been sold and settled for, use one or more Units in one or more buildings, at its discretion for model Units for purposes of sale and for a sales office. The Developer shall designate (i) a maximum of two (2) units in Building 1 to be used as offices for the provision of services to the Regime which units may be converted from offices to residential use by the then Unit Owners and (ii) the basement shop Unit (when annexed into the Regime) in the building described in Paragraph 4 above, as such unit will be shown on the Supplemental Plats, shall be designated for use as a maintenance workshop to service the Regime. No Unit may be leased by any Unit Owner for a period of less than six (6) months.

B. General Provisions Applicable to Units.

1. It is the intention that each Condominium Unit shall consist of that space shown on the Condominium Plats recorded as aforesaid as the Unit area both in the horizontal and in the vertical.



2. Each Unit and the General and Limited Common Elements (described generally hereinafter), are more specifically shown on the Plats aforesaid and Developer intends that said Plats shall diagrammatically govern where this Declaration is silent.

3. No building or structure shall ever be erected, constructed, altered, reconstructed, placed or permitted to remain on all or any part of the land of the Condominium other than dwelling units designed for single family occupancy including residential condominium units in connection with the establishment of a Condominium Regime pursuant to the Act, or buildings or structures rendering service or providing recreational facilities to the Regime, except as set forth in Paragraph 6.A.4., or in Paragraph 4 above or in Paragraph 22 below, and associated improvements for the exclusive use and benefit of all Unit Owners.

4. Notwithstanding anything to the contrary set forth in this Declaration, two (2) or more Units which are located on the same floor and are adjacent, and are held under common ownership, may be connected through an interior wall which is a General Common Element (as hereinafter defined) by doorways or portals; subject, however, to the following conditions which must be satisfied prior to the construction of such doorway or portal:

a. Such construction shall not interfere with water lines, sewer lines, electrical cables, telephone cables, CATV cables, gas lines, heating/air conditioning/ventilation ducts, or other utilities serving any other Unit in the Regime;

b. The Unit Owner shall obtain and submit to the Board a certificate from an architect or engineer licensed in the State of Maryland that the construction will not jeopardize or otherwise affect the structural integrity of the Regime or any other Units;

c. All building and other necessary permits shall be obtained from the Town of Belair or any other appropriate authority, and a copy of the permit is submitted to the Board;

d. Written permission from the Board and the Architectural Standards Committee, which permission shall not be unreasonably withheld; and

e. The Unit Owner connecting the adjacent Units shall prepare, at his own expense, the proper amendment to this Declaration and amendment to the Plats, pursuant to Section 11-115(3) of the Act, and shall cause the amendment to the Declaration and Plats to be recorded among the Land Records of Harford County, at the Unit Owner's sole cost and expense.

Notwithstanding the above, the Developer need not satisfy any of the above conditions in order to connect two (2) or more adjacent Units on a single floor for the purposes outlined in Paragraph 4 above.

7. Percentage Interests.

A. Each Unit shall have the same Percentage Interest in the Common Elements of the Condominium Regime. The Percentage Interest in the Common Elements of the Condominium Regime for each Unit, expressed as a fractional formula, shall always have as its numerator the number 1 and the denominator thereof shall be the total number of Units submitted to the Regime.

B. The Percentage Interest in the Common Expenses and Common Profits for each Unit in each Phase shall be calculated in accordance with the preceding Paragraph 7.A. hereof. The Percentage Interests may be changed only in accordance with the Act.

8. Description of Common Elements.

A. All areas and facilities which are not part of a Unit comprise the General Common Elements, as graphically shown on the Plats aforesaid, including, but not limited to: all streets, curbs; sidewalks; entrance walks; every foundation wall; exterior wall; portion of a party wall; roof; column; girder; beam; support; stairway; floor, partition, entrance and exit, front steps and interior stairways and entrance halls, recreational areas; parking areas excluding Parking Space Condominium Units, lawn areas, except as hereinafter modified; trees and shrubbery; conduits, sewers, water mains, fire suppression systems (excluding the fire suppression system sprinkler heads in the Manor House, which shall be Limited Common Elements), storm drains and other lines except such conduits and lines which serve or service only one Unit; exterior lighting; mailbox clusters; dumb waiter shafts; and all other devices rationally of common use and necessary to the upkeep, use and safety of the building; and all other conduits, wire outlets, and utility lines regardless of location; and all other parts of the Regime and apparatus and installations existing in the building or for common use or necessary or convenient to the existence, maintenance or safety of the Regime.

B. The General Common Elements also include all yards except the Limited Common Elements hereinafter described.

C. The General Common Elements shall be exclusively owned in common by all of the Unit Owners. The General Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by the Act and in that event all mortgagees must, in writing, consent.

D. Except as hereinabove provided, all Common Elements in English Country Manor Condominium are subject to perpetual easements for the use in common thereof for ingress, egress and utilities. This provision and covenant shall run with the land and the benefits and burdens thereof, shall inure to the benefit of and be binding upon the Developer, its successors and assigns and the Unit Owners, their heirs, successors, personal representatives and assigns.

E. The cost of maintaining, repairing and replacing the Common Elements, both Limited and General, shall be borne by the Council of Unit Owners as an item of the Common Expense except, as hereinafter provided in Paragraph 17.

F. Each Unit Owner, in proportion to his Percentage Interest in the Common Expenses and Common Profits, shall contribute toward payment of the Common Expenses and no Unit Owner shall be exempt from contributing toward said Common Expenses either by waiver of the use or enjoyment of the Common Elements, or any of them, or by the abandonment of his Unit. The contribution of each Unit Owner toward Common Expenses shall be determined, levied and assessed as a lien, all in the manner set forth in the By-Laws which are being recorded among the Land Records of Harford County simultaneously herewith (hereinafter called the "By-Laws").

G. As defined in the Act, this Regime has the following Limited Common Elements:

1. The balconies, decks and patios of Units, as shown on the aforesaid Plats, which balconies, decks, and patios are limited to the use of the Unit binding thereon;
2. The flue stacks in Units;
3. Fire Suppression system sprinklerheads in the Manor House; and
4. Parking Space Limited Common Elements.

a. Each Parking Space Limited Common Element shall consist of the three-dimensional air space within a rectangular box, the base of which is the outline of the Parking Space Limited Common Element as shown on the Condominium Plat. The lower vertical boundary of any such Parking Space Limited Common Element is a horizontal plane abutting and coincident with but not including the uppermost side of the pavement or concrete, extending to intersect the lateral boundaries thereof. The upper vertical boundary is a horizontal plane abutting and coincident with and including the uppermost surface of the covering above the Parking Space Limited Common Element, extending to intersect the lateral boundaries thereof. The lateral boundaries of such Parking Space Limited Common Element are the vertical planes which

form the front, rear and sides of the outline of the rectangle shown on the Plat extended so as to intersect the above-mentioned lower and upper boundaries.

b. All Parking Space Limited Common Elements in Phase 1 of the Regime hereby created are hereby assigned to Unit 603-B, Thames, in Building 3 as shown on the Plats. It is the intention of the Developer to grant Parking Space Limited Common Elements to Unit Owners who purchase a Parking Space Limited Common Element, by deed pursuant to Section 11-108(b) of the Act.

c. and d. - See page 10A.

e. Only a Unit Owner may own a Parking Space Limited Common Element. Said parking space shall be numbered and that number shall be registered to the Unit Owner. The Secretary of the Council shall keep such a registry. Parking Space Limited Common Elements may only be sold to other Unit Owners and may only be leased to other Unit Owners.

9. Condominium Units and Common Elements.

A. If any Common Elements, or any part thereof, now or at any time hereafter, encroaches upon any Unit, or any Unit encroaches upon any Common Element or other Unit, whether such encroachment is attributable to construction, settlement, or shifting of the building, or any other reason whatsoever beyond the control of the Board or any Unit Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, either for the benefit of the Board or for the Unit Owner, their respective heirs, personal representatives, successors and assigns, to provide for the encroachment and non-disturbance of the Common Element, or the Unit, as the case may be. Such easement shall remain in full force and effect so long as the encroachment shall continue.

B. Conveyance or other disposition of a Unit shall be deemed to include and convey, or be subject to, any easement arising under the provisions of this Paragraph without specific or particular reference to such easement.

10. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving other Units and located in his Unit.

11. Easements.

A. In addition to the easements reserved on the Plats aforesaid for the benefit of the Developer, its successors

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c. Any Parking Space Limited Common Elements constructed or created in any Additional Phase of the Regime are hereby assigned to the same Unit in Building 3, as designated in 8.G.4.b. above.

d. When Building 1, the Manor House, is annexed into the Regime, all Parking Space Limited Common Elements initially restricted to the use of Unit B 603 Thames, in Building 3, except those Parking Space Limited Common Elements granted to Unit Owners by the Developer, shall be re-assigned to Unit 1E 600 Squire, in Building 1, the Manor House.

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and assigns and Mortgagees, Beneficiaries and Trustees under Deeds of Trust:

1. Developer, for itself, its successors and assigns, hereby declares that every Unit Owner shall have a perpetual easement in, upon, through and over the land shown on the Plat recorded simultaneously herewith, to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position in which it changes by reason of the gradual forces of nature and the elements.

2. Developer hereby reserves unto itself, its successors and assigns, an easement in, upon, through and over the Common Elements, for as long as the said Developer, its successors and assigns and Mortgagees, Beneficiaries and Trustees under Deeds of Trust, shall be engaged in the construction, development and sale of Units, which easement shall be for the purpose of construction, installation, maintenance and repair of the existing buildings and appurtenances thereto, for ingress and egress to all Units and all Common Elements, and for use of all sidewalks, walkways, roadways, parking areas, and existing and future model units for sales promotion and exhibition. In addition, Developer hereby reserves the irrevocable right to enter into, upon, over or under any Unit for a period of seven (7) years after the date of delivery of the Unit deed for such purposes as may be reasonably necessary for the Developer or its agents to complete the Regime or service any Unit thereof, upon the giving of reasonable notice to the Unit Owner.

3. Developer reserves unto itself, its successors, assigns and agents, an easement in, upon, through and over the land comprising the Common Elements for the purpose of installation, maintenance, repair, and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Regime.

4. Each Unit Owner shall have a perpetual easement for the continuance of any encroachment by his Unit on any adjoining Unit or on any General or Limited Common Element, now existing as a result of construction of the building or which may come into existence hereafter as a result of the reconstruction of the building or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the building stands.

B. The Council or their authorized designee shall have an irrevocable right and easement to enter Units to make repairs when the repairs appear reasonably necessary for public safety or to prevent damage to other portions of the Condominium Regime. Except in cases involving manifest danger to public

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safety or property, the Council of Unit Owners shall make a reasonable effort to give notice to the Owner of any Unit to be entered for the purpose of such maintenance and repair. If damage is inflicted on the Common Elements or any Unit through which access is taken, the Unit Owner responsible, or the Council of Unit Owners if it is responsible, is liable for the prompt repair thereof. An entry by the Council of Unit Owners for the purposes specified in this Paragraph may not be considered a trespass.

C. The Council shall have the authority to grant such easements, rights-of-way, licenses, leases in excess of one (1) year or similar interest through or over the Common Elements as is provided in the Act.

## 12. Additional Associations.

A. If, in the future, additional condominium regimes or homeowners associations or rental apartment projects are established upon the land now owned by the Developer adjacent to Phase I of the Condominium, and/or any additional phases of this Regime, as the same may be constituted from time to time, all of which land is shown on Sheet 1 of the Condominium Plat, the Developer, for itself, its successors and assigns and Trustees under Deeds of Trust, hereby declares that each Unit Owner in such regime(s) or member in such association(s) or Owner and Tenant in such rental apartment project(s) shall have a perpetual easement in certain common elements of this Regime, hereinafter set forth and the Unit Owners in this Regime shall have a perpetual easement in the common elements of such other regime(s) or in the common areas of such other association(s) or rental apartment project(s) for the following purposes:

1. to maintain, use, repair and replace all existing storm sewage, sanitary sewage and water distribution systems and roadways used by Unit Owners, Members or Owners and Tenants in the regimes or associations or rental apartments to serve this Regime and/or as ingress or egress to their property;

2. for the subterranean installation, maintenance, repair and replacement of any pipe, cable, wire, fiber optics or other conduit of gases, liquids or energy supplying water, sewage, telephone, radio, television, electricity, natural gas, heat or other similar services to the regime or association or members of the regime or association subject, however, to the provisions that where the work to be done is not a repair or replacement of any then existing facility it shall be done only with the written permission of this Regime or the members or the directors of the condominium regimes or homeowners association or Owner of the rental apartment project(s) involved, which permission shall not be unreasonably withheld; and

3. In the event such work is done, the regime or the members or the directors of the regime or homeowners association or Owner of the rental apartment project(s) may

require that the work be done at the expense of the regime or the members of the association or the Owner of the rental apartment project seeking to exercise the rights granted hereunder and subject to such other terms and conditions as are just and reasonable.

B. If such additional regime(s), association(s) or rental apartment project(s) is/are created, the Developer, for itself, its Successors and assigns and Trustees under Deeds of Trust, hereby declares that the Unit Owners or members in such additional regime(s) or association(s) or Owners and Tenants in such rental apartment project(s) shall have the right to use and enjoy, subject to this Declaration, the By-Laws and all rules of this Regime, in common with each Unit Owner in this Regime, the following common elements of this Regime: the utilities and their associated distribution systems; the landscaping on all Common Elements of this Regime; the roadways; and maintenance shed, if any, (herein the "Items of Common Use"); and shall be obligated to pay an assessment therefor, levied on an annual basis as further provided herein. The assessment for Items of Common Use shall be made a mandatory lien upon each unit or home or the rental apartment project by an appropriate document recorded among the Land Records of Harford County, Maryland, said document to be recorded, not later than contemporaneously with the recordation of the declaration establishing the additional regime or association or the issuance of an occupancy permit for the first building to be occupied in the rental apartment project; said document shall provide not only for the assessment and the lien thereof but also for a method of collection and disbursement to this Regime and shall include a provision for reserves for replacement of the Items of Common Use aforementioned. The amount of the assessments for Items of Common Use shall be determined annually by the Owner of the rental apartment project, and the Presidents of the additional regime(s) or association(s) and the President of the Counsel of Unit Owners of this Regime at a meeting duly called for that purpose. The assessment so levied and collected shall be apportioned between this Regime and any additional regime(s) or association(s) based upon the proportion of residential units, dwellings or rental apartments within each regime, association or rental apartment project (the numerator) to the total number of residential units, dwellings and rental apartments within the boundaries of the entire tract of land shown on the Plats aforesaid (the denominator). The proportionate amount per regime, association or rental apartment project arrived at in the previous sentence shall be multiplied by the Common Expenses of this Regime for those Items of Common Use specified above (and any other Items of Common Use as may later be agreed upon) for each full fiscal year of Common Use or any fraction thereof, commencing upon the recordation of the appropriate document creating such additional regime or association.

13. Units Subject to Declaration, By-Laws and Rules.  
All present and future owners, tenants, and other occupants of Units shall be subject to, and shall comply with, the provisions

of the Act, of this Declaration, By-Laws, and the Rules (as provided for in the By-Laws), as they may be amended from time to time. The acceptance of a deed, or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration, By-laws and the Rules, as they may be amended from time to time, are accepted and ratified by such Owner, tenant, or other occupant; 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, conveyance or lease thereof.

14. Membership and Voting in Council of Unit Owners. Each Owner of a Unit shall automatically, upon becoming the Owner of a Unit or Units, be a member of the Council of Unit Owners of this Condominium Regime (hereinafter referred to as the "Council") and shall remain a member of said Council until such time as his ownership ceases for any reason, at which time his membership in said Council shall automatically cease. Each Unit in each phase shall have one (1) vote at meetings of the Council and said one (1) vote is appurtenant to each Unit.

15. Notice to Mortgagees. All amendments to this Declaration affecting those limitations contained in Section 11-103(c)(1)(i) through (iv) of the Act, as amended, must be approved in writing by the holder of any mortgage or the Beneficiary or Trustee under any Deed of Trust on any Unit and said holder or Beneficiary or Trustee shall be given thirty (30) days written notice of any such proposed amendment or amendments prior to the meeting of the Council provided for in Paragraph 22 of this Declaration.

16. Exterior Modifications. Unit Owners may not make exterior changes to their Units without first obtaining consent, in writing, of the Architectural Standards Committee, established in the By-Laws recorded herewith.

17. Maintenance, Repair and Replacement.

A. The following items of maintenance, repair and replacement shall be performed by the Unit Owners and such maintenance, repair and replacement shall not be an item of Common Expense subject to the lien of assessments created herein:

1. The maintenance, repair and replacement of all interior glazing including windows and doors;
2. The maintenance and repair of all exterior windows and glass door lights;
3. The washing of all exterior windows and glass door lites;

4. The painting, where applicable, the exterior surface of all doors; and

5. Fireplaces, excluding flue stacks.

B. The following items of maintenance and repair shall be performed by the Unit Owners, but replacement shall be the responsibility of the Council and not an item of Common Expense but will be billed to the Unit Owner.

1. Fire suppression system sprinkler heads;

2. Balconies, patios, decks, fences and privacy railings, screens and lattice work thereon, erected by the Developer, provided that all incidental non-structural repairs shall be in conformity with original construction; and

3. exterior windows and screens.

C. The following items of maintenance, repair and replacement shall be performed by the Council of Unit Owners, and will not be an item of common expense but will be billed to the Unit to which such item is appurtenant:

1. The garage door and the structural supports of the Parking Space Limited Common Elements.

2. Notwithstanding the foregoing, expenses for the maintenance, repair and replacement of the structural supports of the Parking Space Limited Common Elements shall be apportioned among those units to whom such Parking Space Limited Common Elements are appurtenant based on the number of Parking Space Limited Common Elements in the particular parking building within which such structural support maintenance, repair and replacement took place.

D. Flue stacks shall be maintained and repaired by Unit Owners, but replaced by the Council as an item of Common Expense.

E. Expenses incurred by the Council for maintenance, repair and replacement of Limited Common Elements shall be assessed against the Unit Owner(s) who enjoy the exclusive right to use such Limited Common Elements. Assessments for charges incurred pursuant to this Paragraph 17 shall be levied and enforced in the same manner as assessments for Common Expenses.

18. Eminent Domain.

A. In this paragraph, the term "taking under the power of eminent domain" includes any sale in settlement of any pending or threatened condemnation proceeding.

B. This Declaration specifically provides for an allocation of any award for a taking under the power of eminent domain of all or a part of the Condominium. This Declaration also provides for (1) reappointment or other change of the percentage interests appurtenant to each Unit remaining after taking; (2) the rebuilding, relocation or restoration of any improvements so taken in whole or in part; and (3) the termination of the Condominium Regime following any taking.

C. Unless otherwise provided in this Declaration any damages for a taking of all or part of a condominium shall be awarded as follows:

1. Each Unit Owner shall be entitled to the entire award for the taking of all or part of his respective Unit and for consequential damages of his Unit.

2. Any award for the taking of Limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those Limited Common Elements is restricted in proportion to their respective percentage interests in the Common Elements.

3. Any award for the taking of General Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interests in the Common Elements.

D. Unless otherwise provided in this Declaration, following the taking of a part of the Condominium, the Council of Unit Owners shall not be obligated to replace improvements taken but promptly shall undertake to restore the remaining improvements of the Condominium to a safe and habitable condition. Any costs of such restoration shall be a Common Expense.

E. Unless otherwise provided in this Declaration following the taking of all or a part of any Unit, the Percentage Interests appurtenant to the Unit shall be adjusted in proportion as the amount of floor area of the Unit so taken bears to the floor areas of the Unit prior to the taking. Those Units not the subject of the taking shall have their respective Percentage Interests adjusted accordingly, by computing the revised Percentage Interest of each such Unit as the percentage of square feet for each such Unit after the taking to the total square footage of all Units after the taking; thereby assuring that the total Percentage Interests for all Units will always equal one hundred (100%) percent. The Council of Unit Owners promptly shall prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units. Subject to sub-paragraph G, (1) following the taking of part of a Unit, the votes appurtenant to that Unit shall be appurtenant to the remainder of that Unit, and (2) following the taking of all of a Unit, the right to vote appurtenant to that Unit shall terminate.



F. All damages for each Unit shall be distributed in accordance with the priority of interests at law or in equity in each respective Unit.

G. Except to the extent specifically described in the Condemnation Declaration or grant in lieu thereof, a taking of all or part of a Unit may not include any of the Percentage Interests or votes appurtenant to the Unit.

19. Termination of Regime. Each Unit Owner in English Country Manor Condominium covenants and agrees that abandonment or termination of the Regime herein created is subject solely to and shall be accomplished in strict accordance with the Act.

20. Administration of Condominium. The affairs of the Condominium shall be governed by the unincorporated Council, organized and existing under the laws of Maryland, the members of which shall be the Unit Owners. The Council shall have the rights, powers and duties which are vested in, exercisable by or imposed upon it by the provisions of this Declaration, the By-Laws or applicable law. As provided in the By-Laws, the Unit Owners shall elect a Board of Directors.

21. Amendment of Declaration. Except as may otherwise be provided by the Act, this Declaration may be amended in the following manner:

A. For so long as the Developer owns all of the Units, Developer shall have the sole right to amend this Declaration (including any amendments altering the percentage of ownership in Common Elements) which amendments need only be signed and acknowledged by the Developer and recorded among the Land Records of Harford County. Such amendment shall specifically refer to the recording date identifying this Declaration.

B. An amendment or amendments to this Declaration may be proposed by the Board of Directors acting upon a vote of the majority of the Directors, or by the Unit Owners holding a majority of votes of the units in the Council as the Council is then constituted, whether meeting as the Council or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration being proposed by said Board of Directors or any Unit Owners, such proposed amendment or amendments shall be transmitted to the President of the Council, or other officers of the Council in the absence of the President, who shall thereupon call a special meeting of the Council for a date not less than ten (10) days nor more than ninety (90) days, from receipt by him of the proposed amendment or amendments; and it shall be the duty of the Secretary to give each Unit Owner written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days, nor more than ninety (90) days before the date set for such special meeting. If mailed, such notice shall be deemed to be



properly given when deposited in the United States mail addressed to the Unit Owner at his post office address as it appears on the books of the Council, the first class postage thereon prepaid. Any Unit Owner may, by written waiver of notice signed by such Unit Owner, waive such notice and such waiver, when filed in the records of the meeting, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of eighty percent (80%) of the Unit Owners of the Regime, as then constituted, in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration shall be transcribed and certified by the President and Secretary for the Council as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Land Records of Harford County, Maryland, such amendment or amendments to specifically refer to the recording data identifying the Declaration. Thereafter, a copy of said amendment or amendments in the form in which the same were placed on record by the Council shall be delivered to all of the Unit Owners and mailed to the holders of mortgages or Trustees under Deeds of Trust listed in the registry to be maintained in accordance with the By-Laws, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Unit Owner shall be recognized if such Unit Owner is not in attendance at such meeting, or represented thereat by written proxy, provided such written vote is delivered to the Secretary of the Council at or prior to such meeting.

C. Anything in sub-paragraph B to the contrary notwithstanding, amendments affecting those limitations contained in Section 11-103(c)(1)(i) through (iv) of the Act must be approved by written consent of all Unit Owners of the Regime and all holders of mortgages or Trustees under Deeds of Trust on Units, as provided herein, in order for such amendment or amendments to become effective.

22. Office Units. Notwithstanding anything hereinabove contained to the contrary, any Unit may be used as an office for physicians or for general office purposes, provided that such use is in conformity with zoning and other applicable law.

23. Invalidity. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provisions had never been included herein.

24. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any

failure to enforce the same, irrespective of the number of violations or breaches which may occur.

25. Compliance. This Declaration is set forth in compliance with the requirements of Section 11-101, et seq. of the Act. In the event of any conflict between the Act and this Declaration, the provisions of the Act shall control.

26. Captions. The captions and Table of Contents contained in this Declaration are for convenience only, and are not part of this Declaration, and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

27. Gender, Etc. Whenever in this Declaration the 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.

WITNESS the hand and sale of said Developer as of the date first herein written.

WITNESS:

Harford Land Development Limited Partnership

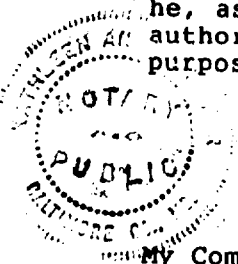
By: Harford Land Development, Inc.,  
General Partner

Carol Orzgen

By: William Fleischer (SEAL)  
William Fleischer, Vice President

STATE OF MARYLAND, County OF Baltimore, TO WIT:

On this 7th day of August, 1990, before me, the undersigned, a Notary Public of the State aforesaid, personally appeared William Fleischer, who acknowledged himself to be the Vice President of Harford Land Development, Inc., and General Partner of Harford Land Development Limited Partnership, and that he, as such Vice President of the Corporate general partner, being authorized so to do, executed the foregoing Declaration for the purposes therein contained, as the act of said limited partnership.



Kathleen Anne Shaffer  
Notary Public

My Commission Expires: Oct. 1, 1994

0353:03/08/90  
AZU81:6269B

I hereby affirm under penalty of perjury that the notice requirements of Section 11-102.1 of the Real Property Article, if applicable, have been fulfilled.

By: Kathleen Anne Gaffa

- 20 -

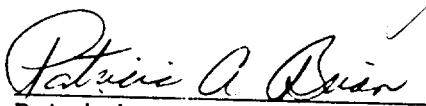
LIBER 1650 FOLIO 101

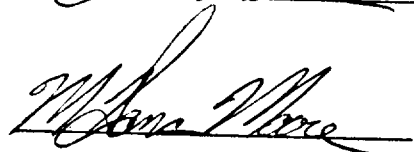
CONSENT OF TRUSTEES

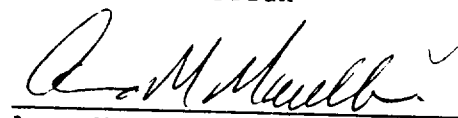
The undersigned Trustees pursuant to a certain Indemnity Deed of Trust, dated July 31, 1989, and recorded in Liber 1565, Folio 946 among the Land Records of Harford County, made by Harford Land Development Limited Partnership, Grantor therein and The First National Bank of Maryland, Beneficiary, do hereby consent to the terms of the Declaration and By-Laws of English Country Manor Condominium and subordinate the aforesaid Deed of Trust to the legal operation and effect of the Declaration and By-Laws.

TRUSTEES



  
Patricia A. Brian (SEAL)

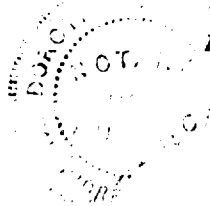


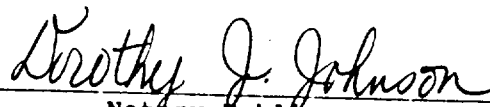
  
Anna M. Marcellino (SEAL)

STATE OF MARYLAND, County OF Baltimore to wit:

I HEREBY CERTIFY, that on this 3<sup>rd</sup> day of August, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Patricia A. Brian, who acknowledged herself to be the Trustee of The First National Bank of Maryland and that she as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the Bank by herself as Trustee.

AS WITNESS my hand and Notarial Seal.



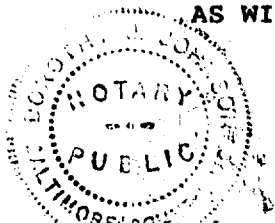
  
Dorothy J. Johnson  
Notary Public

My Commission Expires: ~~7-1-90~~  
4-1-93

STATE OF MARYLAND, County OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 3<sup>rd</sup> day of August, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Anna M. Marcellino, who acknowledged herself to be the Trustee of The First National Bank of Maryland and that she as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the Bank by herself as Trustee.

AS WITNESS my hand and Notarial Seal.



Dorothy J. Johnson  
Notary Public

My Commission Expires: ~~7-1-90~~  
4-1-93

REC'D & RECORDED CGH  
NO 1650 FOLIO 79

1990 AUG -8 AM 8:30

HARFORD CO.  
CHARLES G. HIOB. III  
CLERK

- 22 -

LIBER 1650 FOLIO 103

Weinberg & Green  
100 S. Charles St.  
Baltimore, Md.  
21201