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THE CANDLEWOOD CONDOMINIUM

DECLARATION

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THE CANDLEWOOD CONDOMINIUM

DECLARATION

THIS DECLARATION, made this 13th day of September, 1979, by CANDLEWOOD ASSOCIATES II, a joint venture organized and existing under the law of Maryland, having an address at c/o Jacyn Development Group, Inc., 12400 Clarksville Pike, Clarksville, Maryland 21029 (hereinafter referred to as "the Developer"),

WITNESSETH, THAT WHEREAS the Developer is the owner of all of that land, situate and lying in Baltimore County, Maryland, which is hereinafter more particularly described as Parcel I, together with the improvements thereon and the appurtenances thereto; and

WHEREAS the Developer intends by this Declaration to subject such land, improvements and appurtenances to a condominium regime established pursuant to the law of Maryland, thereby creating a condominium; and

WHEREAS the Developer desires to reserve the right hereafter to subject additional land, together with the improvements thereon and the appurtenances thereto, to such condominium regime, thereby expanding such condominium,

NOW, THEREFORE, the Developer hereby declares the Developer's intent to subject, and does hereby subject, to a regime established under the provisions of title 11 of the Real Property Article of the Annotated Code of Maryland (1974 edition, as amended), all of that tract of land, situate and lying in the said County, which is described in Exhibit A hereto, such tract having been designated as "Parcel I" on a plat which has been designated as "Sheet 2 of 4" and is one of those certain plats entitled "The Candlewood Condominium", dated ~~June 6~~<sup>September 14</sup>, 1979, labeled (and

TRANSFER TAX NOT REQUIRED  
RANDOLPH B. ROSENKRANTZ  
DIRECTOR OF FINANCE  
BALTIMORE COUNTY, MARYLAND

Per: \_\_\_\_\_  
AUTHORIZED SIGNATURE

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hereby designated) as Exhibits B-1 through B-4 hereto, and intended to be recorded among the Land Records of the said County simultaneously with the recordation thereamong of this Declaration, *and recorded in EHK, Jr., Book 6, Folio 131-134.*

TOGETHER WITH all of the improvements thereon (including, by way of example rather than of limitation, those buildings, the location and the dimensions of which are shown within such tract on the said plats), and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which tract, improvements and appurtenances are hereinafter referred to collectively as "Parcel I"),

SUBJECT TO the operation and effect of any and all instruments which have been recorded among the said Land Records prior to the recordation thereamong of this Declaration,

UPON THE TERMS and subject to the conditions which are hereinafter set forth:

Section 1. Definitions.

1.1. As used in the provisions of this Declaration, each of the following terms shall be deemed to have the meaning which is hereinafter in this Section ascribed to it:

(1) "the Act" shall mean the statute entitled "Horizontal Property Act" and codified as title 11 of the Real Property Article of the Code.

(2) "the Architectural Committee" shall mean the entity referred to in the provisions of Section 8, which is created pursuant to the By-Laws.

(3) "Assessment" shall mean an amount assessed by the Council against a Unit Owner with respect to a Unit, pursuant to the provisions of Section 5.5.

(4) "the Board of Directors" shall mean the board of directors of the Council.

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(5) "the By-Laws" shall mean those by-laws, the initial form of which is referred to in the provisions of subsection 5.1, as from time to time amended.

(6) "the Code" shall mean the Annotated Code of Maryland (in each instance of reference whichever edition contains the most recent codification of the statute to which reference is made), as from time to time amended.

(7) "the Common Elements" shall have the meaning ascribed to it by the provisions of Section 3.

(8) "Common Expenses" shall mean the aggregate of (a) any and all expenses incurred by the Council in exercising the rights and powers, and in discharging the duties, vested in, exercisable by or imposed it under the Act, the Declaration or the By-Laws, and (b) any and all amounts which the Council resolves to deposit in a reserve fund pursuant to the By-Laws.

(9) "Common Profits" shall, for the period in question, mean the amount, if any, by which the Council Receipts for such period exceed the Common Expenses for such period.

(10) "the Condominium" shall mean the aggregate of (a) Parcel I and (b) each Future Parcel which, at the time in question, has been included within the Condominium through an expansion thereof.

(11) "the Condominium Plat" shall mean, collectively, those plats which are designated as Exhibits B-1 through B-4 hereto, as aforesaid, together with any amendatory plat thereto which at any time hereafter has become effective pursuant to the provisions of the Act, this Declaration and the By-Laws.

(12) "the Condominium Regime" shall mean the condominium regime to which, pursuant to the provisions of section 11-102 of the Act, all of the land, improvements thereon and appurtenances thereto which from time to time collectively constitute the Condominium are subjected by the recordation among the Land Records of this Declaration, the By-Laws and the Condominium Plat, as from time to time amended.

(13) "Contract Purchaser" shall mean any person who enters into a contract (other than a land installment contract, as that term is defined by the provisions of title 10, section 10-101(b) of the Real Property Article of the Code, which has been recorded among the Land Records) which, at the time in question, entitles such person to purchase a Unit from the Developer or any other Unit Owner, but who does not hold the legal title of record to such Unit.

(14) "the Council" shall mean the Council of Unit Owners.

(15) "Council Receipts" shall mean any and all monies beneficially received or derived by the Council in any manner whatsoever, including, by way of example

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rather than of limitation, any and all income received by the Council (A) from leasing or licensing the use of either (1) any of the Common Elements on behalf of the Unit Owners or (2) any real or personal property or other assets owned by the Council, (B) as interest accrued upon an unpaid Assessment or derived from any other source, (C) as a dividend, or (D) through the payment to the Council of any or all of an Assessment.

(16) "the Council of Unit Owners" shall mean the entity referred to in the provisions of subsection 5.2.

(17) "this Declaration" shall mean this instrument, as from time to time amended.

(18) "the Developer" shall mean (A) the person hereinabove named as such, (B) such person's heirs, personal representatives, and successors, (C) each person to whom such named person or any other person who is the Developer expressly assigns his rights as the Developer hereunder in the manner set forth in the provisions of subsection 10.2, and (D) each such assignee's heirs, personal representatives and successors; provided, that no Unit Owner, Mortgagee, Lessee or Contract Purchaser shall, merely by virtue of its status as such, be deemed to be the Developer.

(19) "the Development Period" shall have the the meaning ascribed to it by the provisions of Section 5.

(20) "Dwelling" shall mean a "dwelling", as that term is defined by the provisions of section 101 of the zoning regulations of the said County.

(21) "Flat Unit" shall have the meaning ascribed to it by the provisions of subsection 3.2.

(22) "Future Parcel" shall have the meaning ascribed to it by the provisions of subsection 7.1.

(23) "the General Common Elements" shall have the meaning ascribed to it by the provisions of subsection 3.3.

(24) "the Land Records" shall mean the Land Records of the said County.

(25) "Lessee" shall mean any lessee or sub-lessee of a Unit from the Developer or another Unit Owner or person.

(26) "the Limited Common Elements" shall have the meaning ascribed to it by the provisions of Section 3.3.

(27) "the Membership" shall mean, collectively, all of the Unit Owners in their capacities as members of the Council.

(28) "Mortgage" shall mean any mortgage or deed of trust encumbering any Unit, and any other security

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interest therein existing by virtue of any other form of security instrument or arrangement 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 arising 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.

(29) "Mortgagee" shall mean the party secured by a Mortgage.

(30) "Mortgagee in Possession" shall mean any person who is either (a) a Mortgagee which has possession of a Unit as a result of a default under a Mortgage held by such person, or (b) the Unit Owner of a Unit as the result of the conveyance to such person of the Mortgagor's equity of redemption therein either as the result of a fore closure proceeding under a Mortgage securing such person and covering such Unit, or in lieu of such foreclosure proceeding.

(31) "Mortgagor" shall mean the Unit Owner of a Unit, the title to which is encumbered by a Mortgage.

(32) "Parcel" shall mean Parcel I or any Future Parcel.

(33) "Parcel I" shall have the meaning hereinabove ascribed to it.

(34) "Parcel II", "Parcel III" and "Parcel IV" shall each have the meaning ascribed to it by the provisions of Section 7.

(35) "percentage interest in the Common Expenses and Common Profits" shall mean that fraction of the Common Expenses and Common Profits which is appurtenant to a Unit and which the Unit Owner thereof shall have, all under the provisions of section 11-107(B) of the Act and of Section 4.

(36) "person" shall mean any natural person, trustee, corporation, partnership or other legal entity.

(37) "the Rules and Regulations" shall mean the rules and regulations adopted by the Council pursuant to the By-Laws, as from time to time in effect.

(38) "Structure" shall mean any building, fence, wall, sign, tank, pavement, television or radio antenna, or other structure of any kind.

(39) "Two-Story Unit" shall have the meaning ascribed to it by the provisions of subsection 3.2.

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(40) "undivided percentage interest in the Common Elements" shall mean that undivided interest in the Common Elements which is appurtenant to a Unit and is owned by the Unit Owner thereof, all under the provisions of section 11-107(A) of the Act and of Section 4.

(41) "Unit" shall have the meaning ascribed to it by the provisions of Section 3.

(42) "Unit Owner" shall mean any person or combination of persons (including, by way of example rather than of limitation, the Developer) who (A) holds the legal title to a Unit under a deed or other instrument, or (B) is the purchaser of a Unit under a land installment contract (as that term is defined by the provisions of title 10, section 10-101(b) of the Real Property Article of the Code), if and only if such deed, other instrument or land installment contract is recorded among the Land Records at the time with respect to which reference is made; provided, that (A) no Lessee or Contract Purchaser shall, merely by virtue of such person's status as such, be deemed to be a Unit Owner; and (B) no Mortgagee shall be deemed to be the Unit Owner of a Unit unless and until such Mortgagee acquires of record the Mortgagor's equity of redemption therein.

(43) "Use" shall have the meaning of such term as used in the provisions of the zoning regulations of the said County; provided, that without limiting the generality of the foregoing provisions of this sentence, (I) any activity or purpose deemed by any governmental authority charged with enforcing such regulations to be a "use" for purposes of such regulations, and (II) any purpose for which any Structure or land is used or occupied, and (III) any activity, occupation, business or operation carried on in a Structure or on any land, shall be deemed a "Use".

(44) "Votes" shall mean the votes which, under the provisions of section 11-109(C)(4) of the Act and Section 5, the Unit Owners are entitled to cast in their capacities as such at meetings of the Membership.

1.2. Any other term to which meaning is specifically ascribed by any provision of this Declaration shall for purposes of this Declaration and the By-Laws be deemed to have such meaning.

1.3. Any term to which meaning is specifically ascribed by any provision of this Declaration and/or the By-Laws, and which is used in the Act, shall wherever possible be construed in a manner which is consistent with any construction of such term as so used in the Act. Where such consistency of construction is not possible, the definitions set forth hereinabove shall govern to the extent allowed by law.

## Section 2. Name.

The Condominium shall be known as "THE CANDLEWOOD CONDOMINIUM".

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Section 3. Units and Common Elements.

3.1. The Condominium shall be comprised of (a) all of the Units, and (b) the Common Elements.

3.2. Units.

3.2.1. (a) So long as the Condominium has not been expanded pursuant to the provisions of Section 7, it shall contain eighteen (18) Units.

(b) From and after any such expansion, and until any further such expansion, the Condominium shall contain that number of Units equaling the total of (i) the number of Units contained therein immediately before such expansion, and (ii) the number of Units added to the Condominium by such expansion.

3.2.2. The location within the Condominium, and the dimensions, of each Unit are shown on the Condominium Plat and are more particularly defined by the provisions of paragraphs 3.2.4 and 3.5.

3.2.3. (a) Each Unit shall have and be known by a number corresponding to the number shown with respect to it on the Condominium Plat.

(b) Of the Units in Parcel I, (i) those designated as "Two-Story Units" in a schedule attached hereto as Exhibit C shall be Two-Story Units, and (ii) those designated as "Flat Units" in Exhibit C shall be Flat Units.

(c) Of the Units in any Future Parcel added to the Condominium by any such expansion, those designated as, respectively, "Two-Story Units" and "Flat Units" in any amendatory instrument recorded among the Land Records to effectuate such expansion shall be, respectively, Two-Story Units and Flat Units.

3.2.4. (a) Two-Story Units. Except as may be otherwise provided herein, each Two-Story Unit within Parcel I (and each Two-Story Unit created by an expansion of the Condominium pursuant to the provisions of Section 7, unless otherwise indicated by the provisions of any amendatory instrument recorded among the Land Records pursuant to such provisions to effectuate such expansion) shall consist of all of the following:

(i) Airspace. The space bounded by and contained within the bottom, top, front, rear and sides of the two-story dwelling (hereinafter referred to as "the dwelling") shown on the Condominium Plat as being included within such Two-Story Unit, which bottom, top, front, rear and sides are, for purposes of this Declaration, more particularly defined as follows:

(A) The bottom of the dwelling shall consist of the upper one-half (1/2) of the thickness of the concrete, brick and/or masonry slab separating the dwelling from the flat below it.



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(B) The top of the dwelling shall consist of the uppermost surface of the outer shingle or other covering of the roof thereof.

(C) The front of the dwelling shall consist of the outermost finished exterior surface of the front wall thereof.

(D) The rear of the dwelling shall consist of the outermost finished exterior surface of the rear wall thereof.

(E) The sides of the dwelling shall, respectively, correspond to the side walls thereof in the following manner:

(1) With respect to any such side wall (or portion thereof) which is a party wall, the side of the dwelling corresponding thereto shall pass through the center thereof, so as to enclose one-half (1/2) of the thickness thereof.

(2) With respect to any such side wall (or portion thereof) which is not a party wall, the side of the dwelling corresponding thereto shall consist of the outermost finished exterior surface thereof.

(ii) Structures. Each exterior or interior wall, portion of a party wall, roof, footing, foundation, basement or other floor, column, girder, joist, beam, partition, window, storm window, screen, door, storm door, pipe, drain, gutter, wire, electrical device, duct, furnace, water heater, plumbing fixture, kitchen or other appliance, door knob, knocker, exterior electrical fixture, shutter, chimney, porch, steps or other improvement or structure (regardless of whether any of the same are load-bearing, provide support for the dwelling or otherwise are part of its structure) which either (A) is contained within the space defined in Section 3.2.4(a)(i), or (B) is not contained within such space but forms a connected and integral part of, or is appended or affixed to, the improvements lying within such space, and does not lie within the airspace forming part of another Unit.

(iii) All airspace lying over the top of the dwelling as hereinabove defined.

(iv) Any heating or air-conditioning device, concrete slab, storage shed, private sidewalk, fence or other improvement lying on or above the surface of the ground outside of the dwelling but within the Limited Common Elements forming the rear and the front yards of the dwelling (and which are more particularly referred to in the provisions of subparagraph 3.3.2(c)); provided, that the space occupied by any of the improvements referred to in this Section 3.2.4(a)(iv) shall not constitute part of any Unit; and further provided, that to the extent that any such fence and any wall of any such storage shed is, respectively, a party fence or a party wall, such fence or wall is included within such Unit only

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to the center thereof, so as to include one-half (1/2) of the thickness of such fence or wall.

(b) Flat Units. Except as may be otherwise provided herein, each Flat Unit within Parcel I (and each Flat Unit created by an expansion of the Condominium pursuant to the provisions of Section 7, unless otherwise indicated by the provisions of any amendatory instrument recorded among the Land Records pursuant to such provisions to effectuate such expansion) shall consist of all of the following:

(i) Airspace. The space bounded by and contained within the bottom, top, front, rear and sides of the flat (hereinafter referred to as "the flat") which is shown on the Condominium Plat as being included within such Flat Unit, which bottom, top, front, rear and sides are, for purposes of this Declaration, more particularly defined as follows:

(A) The bottom of the flat shall consist of the lower surface of the concrete, brick and/or masonry subfloor of the floor thereof.

(B) The top of the flat shall consist of the lower one-half (1/2) of the thickness of the concrete, brick and/or masonry slab separating the flat from the two dwellings above it.

(C) The front of the flat shall consist of the outermost finished exterior surface of the front wall thereof.

(D) The rear of the flat shall consist of the outermost finished exterior surface of the rear wall thereof.

(E) The sides of the flat shall, respectively, correspond to the side walls thereof in the following manner:

(1) With respect to any such side wall (or any portion thereof) which is a party wall, the side of the flat corresponding thereto shall pass through the center thereof, so as to enclose one-half (1/2) of the thickness of such party wall.

(2) With respect to any such side wall (or any portion thereof) which is not a party wall, the side of the flat corresponding thereto shall consist of the outermost finished exterior surface thereof.

(ii) Structures. Each exterior or interior wall, portion of a party wall, roof, footing, foundation, basement or other floor, column, girder, joist, beam, partition, window, storm window, screen, door, storm door, pipe, drain, gutter, wire, electrical device, duct, furnace, water heater, plumbing fixture, kitchen or other appliance, door knob, knocker, exterior electrical fixture, shutter, chimney, porch, steps or other improvement or structure (regardless of whether any of the same are

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loadbearing, provide support for the flat or otherwise are part of the structure thereof) which either (A) is contained within the space defined in Section 3.2.4(b)(1), or (B) is not contained within such space but forms a connected and integral part of, or is appended or affixed to, the improvements lying within such space, and does not lie within the airspace forming part of another Unit.

(iii) All land (including, by way of example rather than of limitation, any and all gravel or other fill material) underlying the bottom of the flat as hereinabove defined.

(iv) Any heating or air-conditioning device, concrete slab, storage shed, private sidewalk, fence or other improvement lying on or above the surface of the ground outside of the Flat but within the Limited Common Elements forming the rear and the front yards of the flat (and which are more particularly referred to in the provisions of subparagraph 3.3.2(d)); provided, that the space occupied by any of the improvements referred to in this subparagraph 3.2.4.(b)(iv) shall not constitute part of any Unit; and further provided, that to the extent that any such fence and any wall of any such storage shed is, respectively, a party fence or a party wall, such fence or wall is included within such Unit only to the center thereof, so as to include one-half (1/2) of the thickness of such fence or wall.

3.2.5. Anything contained in the foregoing provisions of this Section 3.2 to the contrary notwithstanding, whenever there is located within the boundaries of a Unit, as described hereinabove, any main, duct, stack, raceway, wire, conduit, line drain, pipe, meter or other similar thing or device which is used in providing any utility or service to any portion of the Condominium other than, or in addition to, such Unit, such Unit shall not be deemed to include such thing or device, and such thing or device shall be part of the Common Elements.

3.2.6. 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) any Unit Owner, by virtue of his status as such, or (b) any other person having any other interest in such Unit, by virtue of such interest, any interest in any other Unit.

### 3.3. The Common Elements.

3.3.1. The Common Elements (a) shall consist of all of the Condominium other than the Units, and (b) shall be comprised of the Limited Common Elements and the General Common Elements.

#### 3.3.2. The Limited Common Elements.

(a) The Limited Common Elements shall consist of those of the Common Elements which, by the provisions of this Declaration or the Condominium Plat, are (by shading or otherwise) designated as such and as being reserved hereunder for the exclusive use of the Unit Owners of one or more, but less than all, of the Units.

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(b) The right to the use of the Limited Common Elements shall be, and is hereby, so reserved and restricted to the respective such Unit Owner or Unit Owners in accordance with such designation.

(c) With respect to each Two-Story Unit within Parcel I (and each Two-Story Unit created by an expansion of the Condominium pursuant to the provisions of Section 7, unless otherwise indicated by the provisions of any amendatory instrument recorded among the Land Records to effectuate such expansion), each of the following shall be a Limited Common Element which is hereby reserved for the exclusive use of the Unit Owner thereof:

(i) the rear yard of the dwelling for such Two-Story Unit, consisting of the ground surface area which is (A) bounded on its front by the rear of the flat underlying such dwelling and on its two (2) perimetrical sides and its rear by side and rear lines therefor as shown on the Condominium Plat, and (B) designated thereon by shading and the number of such Two-Story Unit; and

(ii) the ground underlying and airspace overlying the space referred to in the foregoing provisions of this subparagraph 3.3.2(c).

(d) With respect to each Flat Unit within Parcel I (and each Flat Unit created by any such expansion of the Condominium, unless otherwise indicated by the provisions of any such amendatory instrument), each of the following shall be a Limited Common Element which is hereby reserved for the exclusive use of the Unit Owner thereof:

(i) The rear yard of the flat, for such Flat Unit, consisting of the ground surface area which is (A) bounded on its front by the rear of such flat and on its two (2) perimetrical sides and its rear by side and rear lines therefor as shown on the Condominium Plat, and (B) designated thereon by shading and the number of such Flat Unit;

(ii) the front yard of such flat, consisting of the ground surface area which is (A) bounded on its rear by the front of such apartment and on its two (2) perimetrical sides and its front by side and front lines therefor as shown on the Condominium Plat, and (B) designated thereon by shading and the number of such Flat Unit; and

(iii) the respective ground underlying and air space overlying the spaces referred to in the foregoing provisions of this subparagraph 3.3.2(d).

(e) With respect to each Unit within Parcel I (and each Unit created by any such expansion of the Condominium, unless otherwise indicated by the provisions of any such amendatory instrument), any sidewalk leading to the front of such Unit and located in the said front yard of such Unit or in that of any other adjacent Unit shall be a Limited Common Element which is hereby reserved for the exclusive use of the Unit Owners of such Units.

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(f) Nothing in the provisions of subparagraphs 3.3.2(c), (d) or (e) shall be deemed to limit the operation and effect of any designation on the Condominium Plat or elsewhere in this Declaration of other Common Elements as being Limited Common Elements.

3.3.3. The General Common Elements. The General Common Elements shall consist of all of the Common Elements other than the Limited Common Elements.

3.3.4. Ownership of the Common Elements. The Common Elements shall be owned by all of the Unit Owners as tenants-in-common, each of which shall have that undivided percentage interest therein which is set forth in the provisions of Section 4.

3.4. Existing physical boundaries of Unit. The existing physical boundaries of any Unit (as defined by the provisions of subsection 3.2) or Common Element which is constructed or reconstructed in such a way that such existing physical boundaries substantially conform to the boundaries therefor as shown on the Condominium Plat shall conclusively be presumed to be the boundaries of such Unit or Common Element, regardless of whether (a) there has occurred any shifting, settlement or lateral movement of the building or other portion of the Condominium within or upon which such Unit or Common Element is located, or (b) there is any minor variation between the boundaries therefor as shown on the Condominium Plat and such existing physical boundaries.

3.5. Encroachment. If any of the improvements included within the Common Elements encroach upon any Unit, or if any of the improvements included within a Unit encroach upon another Unit or the Common Elements, as a result of any construction, reconstruction, repair, shifting, settlement or movement of any building or other improvement forming part of the Condominium which occurs for any reason (including, by way of example rather than of limitation, the partial or total destruction thereof by fire or other casualty, or as a result of the condemnation or other taking thereof through the exercise or threatened exercise of a power of eminent domain) in accordance with the provisions of this Declaration, the By-Laws and applicable law, an easement for such encroachment and for the maintenance of the improvements so encroaching shall exist for so long as such improvements exist.

Section 4. Percentage Interests.

4.1. Each Unit Owner, by virtue of his ownership of a Unit, shall own (a) an undivided percentage interest in the Common Elements (as they from time to time exist); and (b) a percentage interest in the Common Expenses and Common Profits, each of which shall be determined in accordance with the provisions of this Section.

4.2. So long as the Condominium has not been expanded pursuant to the provisions of Section 7,

4.2.1. each Unit Owner's undivided percentage interest in the Common Elements shall equal 5.5556%, and

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4.2.2. each Unit Owner's percentage interest in the Common Expenses and Common Profits shall equal 5.5556%.

4.3. From and after any expansion of the Condominium pursuant to the provisions of Section 7, each Unit Owner's undivided percentage interest in the Common Elements, and each Unit Owner's percentage interest in the Common Expenses and Common Profits, shall thereby automatically no longer equal the said respective percentages which are set forth in the provisions of subsection 4.2, but shall thereby automatically become and (until any further such expansion) thereafter remain equal to the result (carried to four (4) decimal places) obtained by dividing the sum of 100.0000 by the number of Units within the Condominium immediately after such expansion.

4.4. The percentage interests created by the foregoing provisions of this Section

4.4.1. may not be separated from the respective Units to which they are appurtenant;

4.4.2. shall have a permanent character; and

4.4.3. shall not be changed unless and until

(a) each Unit Owner and each Mortgagee has consented thereto in writing (except where such change is made pursuant to the provisions of this Section and Section 7, or of section 11-107(d) of the Act), and

(b) this Declaration has been amended to effect such change through the recordation of an appropriate amendatory instrument among the Land Records.

4.5. Any instrument, matter, circumstance, action, occurrence or proceeding which in any manner affects a Unit shall also affect, in a like manner, the undivided percentage interest in the Common Elements and the percentage interest in the Common Expenses and Common Profits which are appurtenant to such Unit.

Section 5. The By-Laws; the Council of Unit Owners; Votes; Council property; Assessments.

5.1. The By-Laws. The affairs of the Condominium shall be governed in accordance with the By-laws, the initial form of which has been labeled (and is hereby designated) as Exhibit D hereto, is to be recorded among the Land Records immediately following the recordation thereamong of this Declaration, and may be amended from time to time in accordance with the provisions thereof and of the Act and this Declaration.

5.2. The Council of Unit Owners.

5.2.1. The affairs of the Condominium shall be governed by The Council of Unit Owners of The Candlewood Condominium, Incorporated, an entity which constitutes both a council of unit owners organized and existing

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under the provisions of the Act and a nonstock corporation organized and existing under the law of Maryland.

5.2.2. The membership of the Council shall be comprised of and limited to all of the Unit Owners.

5.2.3. 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.

5.3. Votes.

5.3.1. Subject to the operation and effect of the provisions of paragraph 5.3.3, the By-Laws or applicable law, and regardless of whether the Condominium is expanded pursuant to the provisions of Section 7, each Unit Owner shall be entitled to cast at meetings of the Membership one (1) Vote in the affairs thereof.

5.3.2. The Votes which a Unit Owner is entitled to cast shall be appurtenant to, and may not be separated from, his Unit. Nothing in the foregoing provisions of this paragraph shall be deemed to prohibit any Unit Owner from giving a proxy to cast such Votes to any person in accordance with the provisions of this Declaration and the By-Laws, or to alter or impair the operation and effect of any provision of this Declaration, the By-Laws or applicable law pursuant to which either (a) a Unit Owner's right to cast such Votes may be suspended, or (b) his exercise of such right may be conditioned upon his having furnished to the Council any information which he is required to furnish under any such provision.

5.3.3. The Development Period.

(a) Anything contained in the foregoing provisions of this subsection 5.3 to the contrary notwithstanding, the Developer hereby reserves during the Development Period all of the rights and powers which, under the provisions of this Declaration, the By-Laws or applicable law, are held by (i) the Council (including those exercisable on behalf of the Council by the Board of Directors), and (ii) the Unit Owners, both individually and in their collective capacity as the Membership (including, by way of example rather than of limitation, the power vested in the Membership to elect the Board of Directors). Such rights and powers shall be exercisable during the Development Period exclusively by the Developer, without the necessity of requiring any vote thereon or other participation therein by any Unit Owner or other person.

(b) Each person who, alone or with any other person, becomes a Unit Owner shall conclusively be presumed, by his having accepted the conveyance of the legal title to his Unit,

(i) to have given to the Developer an irrevocable and exclusive proxy entitling the Developer, at each meeting of the Membership held during the Development Period, to cast the Votes which are appurtenant to such Unit on each question which comes before such meeting;

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(ii) to have agreed with the Developer to renew such proxy whenever during the Development Period such proxy expires or becomes ineffective under applicable law as construed by the Developer's legal counsel; and

(iii) to have agreed with the Developer that such proxy and any such renewal or agreement to renew are given to or made with, and relied upon by, the Developer in connection with its development, construction, marketing, sale and leasing of any or all of the Condominium (including any Future Parcel) which at any time is owned by the Developer, and are coupled with an interest.

(c) Anything contained in the foregoing provisions of this paragraph 5.3.3 to the contrary notwithstanding (but without limiting the Developer's exercise of the rights and powers reserved by it under the provisions of Section 7), the Developer shall not be entitled, by virtue of the rights, powers or proxy reserved by or granted to the Developer under the foregoing provisions of this paragraph 5.3.3, to amend this Declaration, the By-Laws or the Condominium Plat without first obtaining the written consent thereto of each Unit Owner and (in the case of this Declaration or the Condominium Plat) each Mortgagee.

(d) The Development Period shall consist of the period commencing on the date hereof and terminating on the first to occur of (i) the Developer's termination thereof by recording among the Land Records an instrument (executed by the Developer and each Mortgagee of a Unit owned by the Developer) expressly providing for such termination and making specific reference to this subparagraph, (ii) the fifth (5th) anniversary of the date hereof, and (iii) the first day on which both (A) the Developer no longer holds the legal title to any Unit, and (B) no Mortgagee holds a Mortgage securing a debt owed by the Developer, or is a Mortgagee in Possession of any Unit pursuant to any Mortgage securing any such debt.

5.4. Council property. Except for his ownership of a percentage interest in the Common Expenses and Common Profits pursuant to the provisions of this Declaration, no Unit Owner shall, by virtue of his status as such or as a member of the Council, have either (a) any right, title or interest in or to any of the Council's property or other assets, or (b) any right to possess, use or enjoy any such property or other assets, other than as is expressly conferred upon him by the provisions of this Declaration, the By-Laws or applicable law, or by the Council.

5.5. Assessments. The Council may obtain funds to pay Common Expenses from time to time by levying assessments (each of which is hereinafter referred to as an "Assessment") against the Unit Owners and their respective Units in proportion to their respective percentage interests in the Common Expenses and Common Profits, all upon the terms, for the purposes and subject to the conditions which are set forth in the provisions of the Act, this Declaration and the By-Laws, and in the manner set forth in the By-Laws.



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5.6. Fidelity bonds. Each director, officer and employee of the Council, any manager of the Condominium, and each director, partner, officer or employee of such manager, whose duties as such require him to handle or be responsible for funds of the Council or in its possession or control through any trust or other arrangement, shall before commencing such duties furnish the Council with a fidelity bond covering his said activities, in form and amount and with a corporate surety which are reasonable and appropriate under the circumstances and which are satisfactory to the Board of Directors. The premium for any such bond shall be paid by the Council as a Common Expense.

Section 6. Control of, and rights in, Common Elements and Units.

6.1. Conveyance or dedication by Council of easements or other rights in Common Elements.

6.1.1. Subject to the operation and effect of the provisions of paragraph 6.1.2 and subsection 6.3, the Council may convey to any person the legal title to, or any easement, leasehold or other right of use or enjoyment in, any of the Common Elements, with and only with the approval of Unit Owners holding in the aggregate at least seventy-five percent (75%) of the number of Votes held by all of the Unit Owners.

6.1.2. Each Unit Owner, purchaser, heir, assignee or other transferee of or to the legal or beneficial title to, or any other interest in, any Unit shall be conclusively presumed, by his acceptance thereof, irrevocably to have appointed the Council to be his attorney-in-fact, with full and irrevocable power and authority (which shall be deemed to be coupled with an interest), in the name of and on behalf of the Condominium, the Council and/or such Unit Owner, purchaser, heir, assignee or other transferee, to take any of the following actions:

(a) grant, convey or dedicate (i) to any one or more public or quasi-public governmental authorities or utility companies, any and all licenses, easements and/or rights-of-way in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, drains, culverts, ponds or pumping stations, water lines, mains, or pumping stations, electrical lines or cables, telephone or television lines or cables, gas lines or mains, and other similar facilities, for similar or other purposes, all as the Council considers appropriate for the provision of any utility or utility service to any Parcel (whether or not it then or thereafter is part of the Condominium), and (ii) to the said County or any other governmental body, any land then forming part of the Common Elements which is improved or to be improved by a roadway or sidewalk; provided, that no such grant, conveyance or dedication shall be made unless the entity to which it is to be made has agreed with, or provided reasonable assurances to, the Council, in a bona fide manner, that there-

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after it will operate and maintain the same for the use and enjoyment of the Unit Owners and any other members of the general public who are thereafter entitled to use and enjoy the same.

(b) grant a mortgage pursuant to the provisions of paragraph 6.5.1.

(c) convey the legal title to, or any interest in, any or all of the Common Elements to or at the direction of any governmental or quasi-governmental authority either (i) through the condemnation thereof or the exercise of any power of eminent domain with respect to the same, or (ii) under threat of such condemnation or exercise and in lieu thereof (after which grant, conveyance or dedication that portion of the Common Elements which is the subject of the same shall not form part of the Common Elements).

(d) grant a leasehold interest in or a license with respect to any or all of the Common Elements to any person, for a period terminating not later than the third (3rd) anniversary of the date of such grant.

(e) grant to the Developer, for the benefit of any Future Parcel (whether or not it then or thereafter is part of the Condominium), an easement in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair and replacement of any improvements of the types enumerated in the provisions of subparagraph 6.1.2(a).

(f) enter into a contract with (i) the owner of any land not then contained within the Condominium, or (ii) any community association or homeowner's association having jurisdiction over such land, or (iii) any council of unit owners having jurisdiction over such land (if such land has been subjected to a condominium regime pursuant to the provisions of the Act), pursuant to which (A) such owner, the members of such association or council, or any other occupants of such land, and their families and guests, may use and enjoy any or all of the Common Elements, or (B) each Unit Owner or Lessee, and their families and guests, may use and enjoy any or all of such land and any recreational facilities or other improvements thereon, in each instance for such consideration, during such period, upon such terms and subject to such conditions as are set forth in the provisions of such contract, all as the Council considers appropriate.

(g) execute, enseal, acknowledge, deliver and record on behalf of and in the name of the Condominium, the Council and/or such Unit Owner, purchaser, heir, personal representative, successor, assign or other transferee, any and all documents, the execution, ensealing, acknowledgment, delivery or recordation of which in the name of and on behalf of the same are deemed appropriate by the Council in order to effectuate the provisions of this Section or to exercise any of such rights and powers.

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6.2. Easements benefiting Units.

6.2.1.(a) Each Unit shall have the benefit of an easement for the lateral and vertical support of the improvements included within such Unit, which easement shall burden the Common Elements and each other Unit.

(b) Without limiting the generality of the foregoing provisions of this subsection, each wall or fence, a portion of the thickness of which is included within a Unit and the balance of the thickness of which is included within a contiguous Unit, and which therefore is a party wall or party fence, shall be used and enjoyed as such by the Unit Owners thereof jointly with each other, and each such Unit shall have the benefit of and be burdened with an easement for the support and maintenance of such party wall or fence in accordance with the following provisions of this subparagraph (b):

(i) Subject to the operation and effect of the following provisions of this subparagraph (b), the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(ii) If any such party wall or fence is deliberately or negligently damaged or destroyed by the act or omission of one (but not both) of such Unit Owners (or his agent, employee, invitee, family member, visitor or guest), such Unit Owner shall promptly repair it at his expense.

(iii) If any such party wall or fence is damaged or destroyed in any other manner or otherwise requires maintenance, such Unit Owners shall repair it at their joint expense.

(iv) If either surface of any such party wall at any time becomes exposed to the elements, the Unit Owner of the Unit on which such surface stands shall promptly and at his expense take such action as is reasonably necessary to protect such surface against the elements.

6.2.2. Each Unit shall have the benefit of a non-exclusive easement for the use of

(a) each main, duct, stack, raceway, wire, conduit, line, drain, pipe, meter or other device located within the Common Elements or another Unit and used in providing any utility or service to the first such Unit; and

(b) each street or sidewalk within the General Common Elements.

6.2.3. Each Unit shall have the benefit of a non-exclusive license to use the remainder of the General Common Elements, provided that

(a) such use is in accordance with applicable law and the provisions of this Declaration, the By-Laws and the Rules and Regulations;

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(b) any admission or other fee which the Council then charges for such use is paid;

(c) no person other than the Council may construct, reconstruct, alter or maintain any Structure or make or create any excavation or fill upon, or remove any tree, shrub or other vegetation from, or otherwise damage, the Common Elements; and

(d) no person shall without first obtaining the Council's consent do anything within the Common Elements which will cause an increase in any premium paid by the Council for liability or other insurance with respect to the Common Elements, or the cancellation of any such insurance.

6.2.4. Conveyance of easement. The conveyance of the title to any Unit having the benefit or the burden of an easement created by any of the provisions of this Declaration shall constitute a conveyance of such benefit or burden, without the necessity of any reference thereto in any instrument by which such conveyance of title is made. No such benefit or burden may be conveyed other than with a conveyance of the title to such Unit.

6.3. Development easements. The Developer shall have, and hereby reserves, a perpetual easement for ingress and egress in, over and through the Common Elements, to and from each public roadway which at the time of the exercise thereof abuts the Condominium, from and to each Parcel (whether or not it then is part of the Condominium), for access by the Developer, any contractor, subcontractor, real estate agent or broker being utilized by the Developer, and their respective agents, officers, employees, invitees and licensees, all for any purpose consistent with applicable law in connection with the construction, replacement, repair, maintenance, development, marketing or leasing of any Parcel (and, as to any Future Parcel, whether or not it is then part of the Condominium).

6.4. Maintenance of the Common Elements.

6.4.1. The Council shall regularly maintain all of the Common Elements (including, by way of example rather than of limitation, the Limited Common Elements, and each street, walkway or utility line or facility which crosses any Unit and over which any other Unit has the benefit of an easement for ingress and egress, or for any utility or service, under the provisions of this Declaration); provided, that each Unit Owner shall regularly maintain those Limited Common Elements consisting of the rear yard and the front yard of his Unit.

6.4.2. Without limiting the generality of the foregoing provisions of this paragraph, the Council shall (unless such maintenance duty is assumed by any governmental authority having jurisdiction thereover) keep all grass growing within the General Common Elements regularly mowed, and shall maintain each storm water retention or sedimentation pond contained within the Common Elements, keeping it clean and free of debris.

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6.5. Control of the Common Elements. Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, the Council may

6.5.1. borrow money to improve the Common Elements in accordance with the provisions of this Declaration, and secure its repayment by subjecting any or all of the General Common Elements to the lien of a mortgage, provided that anything contained in the provisions of such mortgage to the contrary notwithstanding, if there is a default in the performance of the borrower's obligations thereunder the mortgagee's remedies on account of such default shall, with respect to the property covered by such lien, be limited to those of (a) taking possession of any or all of the same, (b) thereafter charging admission or other fees as a condition to the continued use thereof by the Unit Owners, their family members and guests, and (c) if necessary and if not prohibited by applicable law, opening the enjoyment thereof to the general public or any segment thereof until such debt is satisfied;

6.5.2. take such steps as are reasonably necessary to protect such property against foreclosure under such mortgage (including, by way of example rather than of limitation, that of opening the enjoyment thereof to the general public or any segment thereof, as aforesaid);

6.5.3. adopt reasonable rules and regulations governing the use of the Common Elements by Unit Owners, their family members and guests or any other person;

6.5.4. charge reasonable admission and other fees for use of the Common Elements (other than those streets, walkways and utility lines and facilities which are subject to the easement created by the provisions of paragraph 6.2.2; and

6.5.5. suspend the right of any Unit Owner or his family members and guests to use the Common Elements (except for such streets, walkways, and utility lines and facilities),

(a) for so long as such an Assessment levied against such Unit Owner's Unit remains unpaid, and

(b) for any period (not exceeding in length thirty (30) days plus the time during which such infraction continues) for any infraction of the Rules and Regulations.

6.6. Management of the Condominium.

6.6.1. The Council may enter into an agreement with any person for such person to provide management services for the Council or the Unit Owners with respect to the Condominium, so long as such agreement

(a) expressly provides that the Council may, without the consent of any other party thereto, terminate such agreement for cause at any time provided that it has given to each other party thereto written notice of

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its intention to do so by not later than thirty (30) days before the effective date of such termination;

(b) is for a term of not longer than one (1) year;

(c) if provision is made therein for a renewal of such agreement from time to time by agreement of the parties thereto, provides that no such renewal provision and no such renewal or combination of renewals made pursuant thereto shall be effective to bind the Council to such agreement for longer than one (1) year from the date of such renewal or combination of renewals (and, to the extent that any such agreement does not expressly so provide, it shall be deemed to do so).

6.6.2. Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, the Council shall not effectuate any decision by it both (a) to terminate any such management agreement, and (b) thereafter to assume or undertake the management of the Condominium without utilizing or employing professional management services with respect to the same, without obtaining each first Mortgagee's prior written approval thereof.

6.6.3. So long as Security Savings & Loan (a Stock Corporation) is a Mortgagee of any Unit owned by the Developer, or is the Mortgagee-in-Possession of any Unit pursuant to a Mortgage securing a debt owed by the Developer, the Council shall not during the Development Period terminate any such management agreement without first obtaining such entity's written consent thereto.

#### 6.7. Right of entry.

6.7.1. The Council, acting through the Board of Directors, its officers, or any manager of the Condominium, and their duly authorized representatives, may enter any Unit whenever such entry is reasonably necessary in order (a) to install, inspect, maintain, repair or replace any of the Common Elements to which access can reasonably be obtained only through such entry, or (b) to maintain, repair or replace any portion of such Unit if such maintenance, repair or replacement are necessary to prevent injury or damage to any other Unit or to the Common Elements.

6.7.2. Such right of entry shall be exercised only (a) during the hours of from 8:00 o'clock A.M. to 8:00 o'clock P.M., (b) after the Board of Directors, any such officer or such manager, as the case may be, has given to the Unit Owner of such Unit at least five (5) days' written notice of the intention to exercise such right, and (c) while such Unit Owner or his authorized representative is present; provided, that anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, in any emergency situation in which the satisfaction of all of such conditions would not be possible without unreasonably jeopardizing any or all of the Condominium or the health, safety, comfort or welfare of the occupants of any of the Units, such conditions need

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be satisfied only to the extent that such satisfaction is reasonably possible without so jeopardizing the Condominium or such occupants.

Section 7. Expansion of the Condominium.

7.1. The Developer hereby reserves, for a period of seven (7) years after the date hereof, the right (which shall be exercisable at its sole discretion, but only in accordance with the provisions of this Section) to expand the Condominium by subjecting to the Condominium Regime, and thereby adding to the Condominium, any one or more of those parcels of land, situate and lying in the said County, which are designated on the Condominium Plat as Parcels II through IV, respectively, and are more particularly described in Exhibits E-1 through E-3 hereto, respectively, together with all of the respective improvements thereon (consisting in part of the proposed buildings, the outlines of which are shown, in general terms, within the said parcels on the Condominium Plat) and all of the respective rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (each of which parcels, together with such improvements thereon and appurtenances thereto, is hereinafter sometimes referred to as "Parcel II" through "Parcel IV", respectively, or as a "Future Parcel").

7.2. Any such expansion shall be accomplished by, and shall be and become effective upon and only upon,

7.2.1. the amendment of this Declaration by the recordation among the Land Records of an appropriate amendatory instrument which expressly subjects such Future Parcel to the operation and effect of this Declaration, and sets forth

(a) the undivided percentage interest in the Common Elements, and the percentage interest in the Common Expenses and Common Profits, of each Unit Owner following such expansion, as determined in accordance with the provisions of Section 4;

(b) the number of Votes which each Unit Owner is entitled to cast at meetings of the Membership following such expansion, as determined in accordance with the provisions of Section 5; and

(c) a legal description of each Future Parcel added to the Condominium by such expansion.

7.2.2. the amendment of the Condominium Plat by the recordation among the Land Records of an appropriate amendatory plat (consisting of one or more sheets) setting forth the detail and information with respect to each Future Parcel, the Units and the Common Elements added to the Condominium by such expansion, the setting forth of which in such amendatory plat may be required by applicable law in order to effectuate such expansion.

7.3. Except to the extent that the form and contents of any such amendatory instrument or plat are dic-

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tated by applicable law, they may be determined by the Developer in the exercise of its sole discretion, and the effectiveness of neither any such expansion nor the execution or recordation of any such instrument or plat shall be conditioned upon the consent thereto or joinder therein by any person (including, by way of example rather than of limitation, any Unit Owner) other than the Developer. The Developer shall be entitled to execute and/or record any such instrument or plat, and/or to take any other action with respect thereto, to the extent that such action is, in the opinion of the Developer's legal counsel, necessary or desirable to effectuate the provisions of this Section.

7.4. The outlines of those portions of each Future Parcel which, if added to the Condominium, as aforesaid, will constitute buildings or be part of the Common Elements, are shown on the Condominium Plat.

7.5. The maximum number of Units which may be added to the Condominium as the result of any such expansion shall be that number of Units set forth, with respect to each Future Parcel which would thereby be added to the Condominium, in a schedule attached hereto as Exhibit F.

7.6. Upon any such expansion of the Condominium,

7.6.1. the title to each Future Parcel thereby added to the Condominium shall be and thereafter remain subject to the operation and effect of the provisions of this Declaration, to the same extent as if it were part of the Condominium on the date hereof; and

7.6.2. each Mortgage in effect immediately before such expansion shall, automatically and without the necessity of any action by any party thereto, be deemed to encumber the undivided percentage interest in the Common Elements which is appurtenant to that Unit, the title to which is encumbered by such Mortgage, as and only as such undivided percentage interest and the Common Elements exist immediately after such expansion.

#### Section 8. Use of Units.

##### 8.1. Uses prohibited absolutely.

8.1.1. Subject to the operation and effect of the provisions of subsection 8.1.2,

(a) no Unit shall be devoted to a principal Use other than a residential Use;

(b) no Unit may contain more than one residential Structure at any time (which Structure may constitute not more than one Dwelling, and may be used as a residence at any one time by not more than one family); and

(c) no Unit Owner other than a first Mortgagee in Possession shall lease his Unit for transient or hotel purposes or for any period less than thirty (30) days in duration, or shall lease less than his entire Unit for any purpose.



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8.1.2. Nothing in the provisions of this Declaration shall be deemed in any way to prohibit

(a) the use by the Developer, and its agents, employees, officers, contractors and invitees, of the improvements within each Unit of which the Developer is then the Unit Owner (i) as offices or sample dwellings in connection with its development, construction, replacement, repair, maintenance, marketing or leasing of any Unit or of any portion of a Future Parcel which, by virtue of an expansion of the Condominium pursuant to the provisions of Section 7, would become a Unit), or (ii) in any other manner, unless any other person would, were he the Unit Owner thereof, be prohibited or restricted in the same manner; or

(b) the Developer's maintenance during the Development Period, within any Unit of which it is then the Unit Owner or upon the Common Elements, of one or more signs advertising the Condominium or the sale of Units.

8.2. Uses prohibited without approval by Architectural Committee.

Subject to the foregoing provisions of this Section, and unless the Architectural Committee has approved the same in the manner set forth in the By-Laws,

8.2.1. no (a) house trailer, trailer, tractor-trailer or other truck (other than a van or "pick-up" truck) or any similar item, or (b) (unless current and valid license plates are affixed thereto) boat, boat trailer, camper, recreational bus or automobile, shall be stored in the open upon any street or parking area within the Common Elements, either temporarily or permanently.

8.2.2. no machinery shall be placed or operated within any Unit, except for such machinery as is customarily utilized in occupying a private residence.

8.2.3. no profession or home industry shall be conducted within any Unit.

8.2.4. no lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate within any Unit; provided, that

(a) building materials being utilized in constructing, reconstructing or repairing any Structure in accordance with the provisions of the By-Laws may be stored thereon while such activities are being carried on, and

(b) if trash or other refuse from such Unit is disposed of by being collected and carried away on a regular and recurring basis, containers containing the same may be placed in the open on any day upon which a collection is to be made, at a place within or adjacent to such Unit which affords access thereto to the person making such collection (but further provided, that (i) such containers shall be stored at all other times so that they

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are not visible from elsewhere within the Condominium, and (ii) the Council may, in its discretion, adopt reasonable Rules and Regulations relating to the size, shape, color, number, type and manner of storage of such containers).

8.2.5. no tree having a diameter of three inches or more, as measured at a point two feet above the ground level, shall be removed from the Common Elements.

8.2.6. no chain link fence shall be erected or maintained within the Common Elements other than around a swimming pool, tennis court or similar sports facility located thereon.

8.2.7. no livestock, poultry, or other animal, bird or insect of any kind shall be raised, bred or kept within any Unit, either temporarily or permanently (provided, that two (2) or fewer dogs, cats or other household pets may be kept within a Unit if not kept, bred or maintained thereon for any commercial purpose).

8.3. Nuisances. No noxious or offensive activity shall be carried on within any Unit, no odor shall be permitted to emanate therefrom, and nothing shall be done thereon in any other manner, so as to render any Unit or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to the Condominium or any occupant thereof.

8.4. Repair of Structures. Each Structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

8.5. Landscaping. Except for patios, walkways, flower gardens, hedges and trees, which shall be neatly maintained, all unimproved open areas within the Limited Common Elements forming the front or rear yard of any Unit shall be maintained in lawns, which shall be kept mowed to a height not in excess of four inches. The Council may enter any such Limited Common Elements and trim or prune, at the expense of the Unit Owner of such Unit, any lawn, tree, hedge or other planting whose height or location, is, in the Council's judgment, unreasonably detrimental to any adjoining property, or is unattractive or detrimental to any other occupant of the Condominium, provided that such Unit Owner is given fifteen (15) days' prior written notice of such action.

## Section 9. Rights of Mortgagees.

### 9.1. General.

9.1.1. Regardless of whether a Mortgagee in Possession of a Unit is its Unit Owner, (a) it shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Condominium Plat, the By-Laws and applicable law which would otherwise be held by such Unit Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (b) the Council and any other Unit Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the

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exercise of such rights, to deal with such Mortgagee in Possession as if it were the Unit Owner thereof.

9.1.2. Any Mortgagee in Possession of a Unit shall (subject to the operation and effect of the provisions of this Declaration, the By-Laws or applicable law) bear all of the obligations under the provisions thereof which are borne by the Unit Owner thereof; provided, that nothing in the foregoing provisions of this paragraph shall be deemed in any way to relieve any Unit Owner of any such obligation, or of any liability to such Mortgagee in Possession on account of any failure by such Unit Owner to satisfy any of the same.

9.2. Rights of first refusal. Any Mortgagee in Possession shall be exempt from any right of first refusal or similar restriction held by the Council, to and only to the extent that it arises under the provisions of the Act, this Declaration or the By-Laws, it being the Developer's intent that nothing in the foregoing provisions of this subsection be deemed in any way to alter or impair the operation and effect of any right of first refusal or similar restriction at any time given by a Unit Owner or any other person to the Council or any other person but not arising under the provisions of the Act, this Declaration or the By-Laws.

9.3. Priority over Assessment. The interest in a Unit held by a Mortgagee thereof under its Mortgage shall be

9.3.1. free of any claim or lien for any Assessment levied against such Unit before such Mortgage is recorded among the Land Records (unless prior to such recordation a statement of condominium lien (as that term is defined by the provisions of section 11-110 of the Act, and sufficient for the purposes thereof) covering such Assessment is recorded among the Land Records), other than any claim for a pro rata share of the amount represented by such Assessment which results from any pro rata reallocation of such Assessment among all of the Units, including such Unit; and

9.3.2. free of any such claim or lien arising after such recordation of such Mortgage, and before such Mortgagee is a Mortgagee in Possession of such Unit.

9.4. Actions conditioned on Mortgagee's approval. Unless each first Mortgagee of each Unit which would be affected thereby gives its prior written approval thereof, neither the Council nor any Unit Owner shall by act or omission

9.4.1. partition or subdivide, or seek to partition or subdivide, any such Unit;

9.4.2. seek to abandon, partition, subdivide, encumber, sell or transfer any of the Common Elements (provided, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements, or pursuant to other provisions of this Declaration, shall not be deemed prohibited by the foregoing provisions of this subsection; or

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9.4.3. use any proceeds derived from hazard insurance and paid to the Council on account of any damage to or destruction of any of the improvements within any Unit or the Common Elements, for other than the repair, replacement or reconstruction of such improvements, except to the extent and in the manner provided by the Act in the case of substantial loss to the Units or the Common Elements.

9.5. Right to inspect, and to receive audited statement and notice.

A Mortgagee shall, upon request to the Council, and provided that such Mortgagee has furnished the Council with the information which it is required by the By-Laws to furnish the Council, in the manner set forth therein, be entitled to

9.5.1. inspect the Council's books and records during normal business hours;

9.5.2. require the preparation of and (if such preparation is required) receive an annual audited financial statement of the Council within ninety (90) days after the end of any fiscal year of the Council;

9.5.3. be given timely written notice of all meetings of the Membership, and to designate a representative to attend all such meetings; and

9.5.4. be given timely written notice by the Council of

(a) any proposed amendment of this Declaration, the By-Laws or the Condominium Plat which would effect a change in (i) the boundaries of any Unit, (ii) the undivided percentage interest in the Common Elements or the percentage interest in the Common Expenses and Common Profits appurtenant to any Unit, (iii) the number of Votes held by the Unit Owner of any Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted by the provisions of this Declaration, the By-Laws or the Condominium Plat;

(b) any proposed termination of the Condominium Regime;

(c) any condemnation or eminent domain proceeding affecting any or all of the Condominium;

(d) the occurrence of any significant damage to or destruction of the Common Elements; and

(e) any default by the Unit Owner of such Mortgagee's Unit in performing such Unit Owner's obligations under the provisions of this Declaration or the By-Laws which is not cured within sixty (60) days after the commencement of such default.

9.6. Rights in event of damage or destruction.

9.6.1. If any or all of a Unit is damaged substantially, destroyed or made the subject of any con-

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demnation or eminent domain proceeding, or its acquisition is otherwise sought by any condemning authority, each Unit Owner and each Mortgagee shall have such rights in connection therewith as are set forth in the provisions of the Act, this Declaration and the By-Laws (including, by way of example rather than of limitation, those provisions governing the disposition or distribution of the proceeds thereof, any resulting reallocation of the respective undivided percentage interests in the Common Elements, percentage interests in the Common Expenses and Common Profits and Votes appurtenant to the Units, and any restoration or repair of the Condominium necessitated thereby).

9.6.2. Nothing in the provisions of this Declaration, the By-Laws, the Condominium Plat or the Council's articles of incorporation shall entitle the Unit Owner of a Unit or any other party to priority over any Mortgagee of such Unit in the distribution with respect to such Unit of the proceeds of (a) any insurance accruing as a result of any such damage or destruction, or (b) any award or settlement made as a result of any such condemnation, eminent domain proceeding or acquisition.

9.7. Right to lease Unit. Any first Mortgagee in Possession of a Unit shall be entitled to lease any or all of such Unit for any purpose consistent with applicable law, provided that such lease conforms to the standards set forth in the provisions of Section 8.

#### Section 10. General.

10.1. Effectiveness. This Declaration shall become effective upon and only upon its having been executed and acknowledged by the Developer and recorded among the Land Records.

#### 10.2. Assignment.

10.2.1. The Developer shall be entitled at any time to assign to any person 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 Sections 5, 6, 7 and 8) by an instrument which makes specific reference to this subsection, and is executed and delivered by the Developer and such assignee and recorded among the Land Records.

10.2.2. 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.

#### 10.3. Amendment and termination.

10.3.1. Except as is otherwise provided in this Declaration, this Declaration and the Condominium Plat may be amended (and the Condominium Regime may be terminated) with and only with the prior, express written consent thereto of each Unit Owner and each Mortgagee, acting in accordance with the provisions of the Act.

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10.3.2. Anything contained in any of the provisions of this Declaration to the contrary notwithstanding,

(a) for purposes of the provisions of paragraph 10.3.1 an amendment of the By-Laws in accordance with the provisions thereof shall not be deemed an amendment of this Declaration;

(b) the By-Laws may be amended by and only by both (i) the affirmative vote of Unit Owners having seventy-five percent (75%) or more of the total number of Votes then held by all of the Unit Owners, and (ii) if such amendment would materially affect the rights, priorities, remedies or interest under the Declaration, the By-Laws or the Condominium Plat of such Mortgagee, the prior written approval thereof by each Mortgagee who has both notified the Council of its status as such, and furnished the Council with the information which it is required by the By-Laws to furnish to the Council, all in the manner which is set forth therein;

(c) the Developer may, without obtaining the consent thereto of any Unit Owner or Mortgagee, amend this Declaration, the By-Laws or the Condominium Plat if and only if such amendment is (in the Developer's reasonable opinion) necessary to correct obvious typographical, mathematical or similar errors therein; and

(d) nothing in the foregoing provisions of this subsection shall be deemed in any way to require the consent of each Unit Owner and each Mortgagee to any action taken by one or more Unit Owners pursuant to the provisions of section 11-107(d) of the Act, so long as the amendment to the Declaration which effectuates the same pursuant to such provisions is executed by the Unit Owners and Mortgagees, if any, of the Units involved in such action.

10.3.3. Any such amendment shall become effective upon and only upon the recordation of an appropriate amendatory instrument or plat among the Land Records.

10.4. Waiver. The Developer shall not be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by the Developer in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

10.5. Applicable law. This Declaration shall be given effect and construed by application of the law of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland; provided, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland.

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10.6. Headings. The headings of the sections and subsections hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

10.7. Severability. No determination by any court, governmental or administrative body or otherwise that any provision of this Declaration, the By-Laws, the Condominium Plat or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b) such provision in any instance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

10.8. Construction. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well; and (c) to any Section, subsection, paragraph or subparagraph shall be deemed, unless otherwise expressly indicated, to have been made to such Section, subsection, paragraph or subparagraph of this Declaration.

10.9. Contract Purchasers and Lessees. Nothing in the provisions of this Declaration or the By-Laws shall be deemed in any way to condition the effectiveness of any action upon the consent thereto or joinder therein of any Contract Purchaser or Lessee of a Unit, notwithstanding that such effectiveness may be conditioned upon the consent thereto or joinder therein of the Unit Owner of such Unit.

10.10. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

10.11. General plan of development.

10.11.1. The provisions of this Declaration, the By-Laws and the Condominium Plat shall conclusively be deemed to be part of a general plan or scheme of development and use for the Condominium and, as such, to be covenants running with, binding upon, benefiting and burdening the respective titles to each Unit and the Common Elements; provided, that the same shall not be deemed covenants running with, binding upon, benefiting or burdening the title to (or otherwise to be enforceable at law or in equity with respect to) (a) any Future Parcel or portion thereof unless and until it is added to the Condominium through an expansion thereof pursuant to the provisions of Section 7, or (b) any land not contained within Parcel I or any Future Parcel.

10.11.2. If any Unit Owner or other person fails to comply with any of the provisions of the Declaration, the By-Laws or the Condominium Plat, such failure shall give rise to a cause of action for the recovery of

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damages, injunctive relief, or both, in any or all of the Developer, the Council and each Unit Owner, and their respective heirs, personal representatives, successors and assigns.

10.11.3. Both the Developer, by delivering to any person a deed conveying to him the title to a Unit, and such person, by accepting such delivery, shall be deemed thereby to have agreed with each other, the Council and each other Unit Owner, to be bound by the provisions of this Declaration, the By-Laws and the Condominium Plat.

10.11.4. Any lease or licensing agreement entered into by a Unit Owner or another person as landlord and covering any or all of a Unit, or by the Council and covering any of the Common Elements, shall be in writing and shall expressly provide (a) that the terms of the lease or license thereby created are in all respects subject to the operation and effect of the provisions of this Declaration, the By-Laws and the Condominium Plat, and (b) that any failure by the lessee or licensee thereunder to comply with such provisions shall be a default under such agreement. To the extent that any such agreement does not expressly so provide, it shall be deemed to do so.

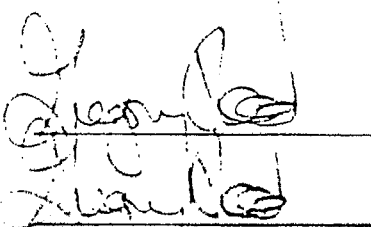
10.11.5. The liability of each person who, together with one or more other persons, is a Unit Owner or a Lessee for the adhering to the terms and satisfying the conditions hereof shall be joint and several.

10.12. Developer's affirmation pursuant to section 11-102.1 of the Act.


The Developer hereby affirms under penalty of perjury that the notice requirements of section 11-102.1 of the Real Property Article of the Annotated Code of Maryland, if applicable to this Declaration or to the Condominium, have been fulfilled.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS:

  
\_\_\_\_\_  
\_\_\_\_\_

CANDLEWOOD ASSOCIATES II,  
a joint venture organized and  
existing under the law of  
Maryland,

by  (SEAL)  
D. Terrence MacHamer

by  (SEAL)  
Michael B. Glick

The Developer



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STATE OF : COUNTY OF : TO WIT:

I HEREBY CERTIFY that on this \_\_\_ day of \_\_\_\_\_, 1979, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared D. TERRENCE MACHAMER, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is a venturer in CANDLEWOOD ASSOCIATES II, a joint venture organized and existing under the law of Maryland and the entity named in the foregoing instrument as "the Developer", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_.

STATE OF : COUNTY OF : TO WIT:

I HEREBY CERTIFY that on this \_\_\_ day of \_\_\_\_\_, 1979, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared MICHAEL B. GLICK, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is a venturer in CANDLEWOOD ASSOCIATES II, a joint venture organized and existing under the law of Maryland and the entity named in the foregoing instrument as "the Developer", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_.

CONSENT AND AGREEMENT  
OF OWNER OF RECORD

SECURITY INVESTMENT CORPORATION, a corporation organized and existing under the law of Maryland, trustee, the owner of record of all of that real property described in Exhibit A to the foregoing Declaration, hereby joins therein for the express purpose of subjecting all of its right, title and interest in and to such real property to the operation and effect thereof, to the end that its fee simple estate in and to such real property be subject to the operation and effect of such Declaration.

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Nothing in the foregoing provisions of this Consent and Agreement of Owner of Record shall be deemed in any way to create between the person named in such Declaration as "the Developer" and the undersigned any relationship of partnership or joint venture, or to impose upon the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the undersigned has executed and ensealed this Consent and Agreement of Owner of Record or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

ATTEST:

SECURITY INVESTMENT CORPORATION, a corporation organized and existing under the law of Maryland, trustee,

[Handwritten Signature]

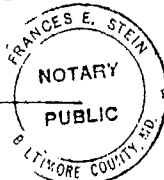
by [Handwritten Signature] (SEAL)  
[Handwritten Name]

STATE OF : COUNTY OF : TO WIT:  
Maryland : Baltimore

I HEREBY CERTIFY that on this 19<sup>th</sup> day of September, 1979, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared J. Harold Solomon, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of SECURITY INVESTMENT CORPORATION, a corporation organized and existing under the law of Maryland, trustee, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

[Handwritten Signature]  
Notary Public



My commission expires on 7/1/82.

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

GLENWOOD G. LOWMAN, JR., and JOSEPH M. ROULHAC, Trustees, and SECURITY SAVINGS & LOAN (A STOCK CORPORATION), a savings and loan association organized and existing under the law of Maryland, who are, respectively, the trustees and the beneficiary under a deed of trust dated December 29, 1978, and recorded among the Land Records of Baltimore County, Maryland, in Liber 5975 at folios 643 et seq., hereby

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(a) join in the foregoing Declaration for the express purpose of subjecting all of the right, title and interest under the said deed of trust of the said trustees and beneficiary, in and to the real property described in Exhibit A thereto, to a condominium regime pursuant to the provisions of title 11 of the Real Property Article of the Annotated Code of Maryland (1974 edition, as amended); and

(b) agree that, by such recordation, their interest in and to the said real property under the provisions of such deed of trust shall be and become converted from an interest in such real property as a whole parcel to an identical interest in and to (i) each unit of the condominium created by such recordation, and (ii) the respective undivided percentage interest in the common elements of such condominium attendant to each such unit, all as set forth in the provisions of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement shall be deemed in any way to create between the person named in such Declaration as "the Developer" and any of the undersigned any relationship of partnership or of joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS:

[Signature]

[Signature] (SEAL)  
GLENWOOD G. LOWMAN, JR.,  
Trustee

[Signature]

[Signature] (SEAL)  
JOSEPH M. ROULHAC, Trustee

ATTEST:

SECURITY SAVINGS & LOAN (A STOCK CORPORATION), a savings and loan association organized and existing under the law of Maryland,

[Signature]

by [Signature] (SEAL)  
Glenwood G. Lowman, Jr.,  
President

STATE OF : COUNTY OF : TO WIT:

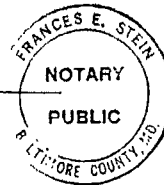
Maryland : Baltimore  
I HEREBY CERTIFY that on this 19th day of September, 1979, before me, a Notary Public for the state and county aforesaid, personally appeared GLENWOOD G. LOWMAN, JR., trustee, known to me or satisfactorily proven to be the

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person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Frances E. Stein  
Notary Public

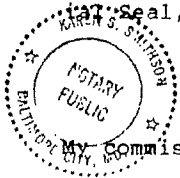


My commission expires on 7/1/82.

STATE OF ~~MARYLAND~~ <sup>CITY</sup> ~~COUNTY~~ OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of September 1979, before me, a Notary Public for the state and county aforesaid, personally appeared JOSEPH M. ROULHAC, trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Karen S. Stinson  
Notary Public

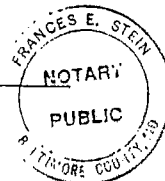
My commission expires on 9-1-82.

STATE OF Maryland : COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY that on this 19<sup>th</sup> day of September, 1979, before me, a Notary Public for the state and county aforesaid, personally appeared GLENWOOD G. LOWMAN, JR., known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of SECURITY SAVINGS & LOAN (A STOCK CORPORATION), a savings and loan association organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Frances E. Stein  
Notary Public



My commission expires on 7/1/82.

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CONSENT AND AGREEMENT OF  
TRUSTEES AND BENEFICIARY

GLENWOOD G. LOWMAN, JR., and JOSEPH M. ROULHAC, Trustees, and SECURITY INVESTMENT CORPORATION, a corporation organized and existing under the law of Maryland, who are, respectively, the trustees and the beneficiary under a deed of trust dated December 29, 1978, and recorded among the Land Records of Baltimore County, Maryland, in Liber 5975 at folios 654 et seq., hereby

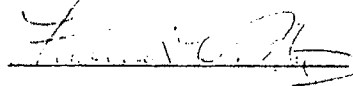
(a) join in the foregoing Declaration for the express purpose of subjecting all of their right, title and interest under the said deed of trust, in and to the real property described in Exhibit A to such Declaration, to a condominium regime pursuant to the provisions of title 11 of the Real Property Article of the Annotated Code of Maryland (1974 edition, as amended); and

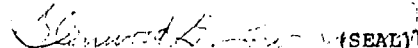
(b) agree that, by such recordation, their interest in and to the said real property under the provisions of such deed of trust shall be and become converted from an interest in such real property as a whole parcel to an identical interest in and to (i) each unit of the condominium created by such recordation, and (ii) the respective undivided percentage interest in the common elements of such condominium attendant to each such unit, all as set forth in the provisions of such Declaration.

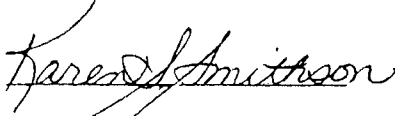
Nothing in the foregoing provisions of this Consent and Agreement shall be deemed in any way to create between the person named in such Declaration as "the Developer" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS:

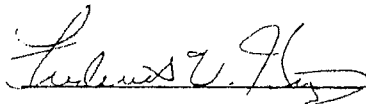


 (SEAL)  
GLENWOOD G. LOWMAN, JR.,  
trustee

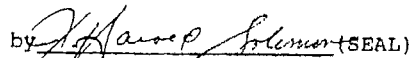


 (SEAL)  
JOSEPH M. ROULHAC, trustee

ATTEST:



SECURITY INVESTMENT CORPORATION, a corporation organized and existing under the law of Maryland,

by  (SEAL)  
VICE PRESIDENT

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STATE OF Delaware : COUNTY OF Delaware : TO WIT:

I HEREBY CERTIFY that on this 2nd day of September, 1979, before me, a Notary Public for the state and county aforesaid, personally appeared JOSEPH M. ROULHAC, trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Frances E. Stein  
Notary Public

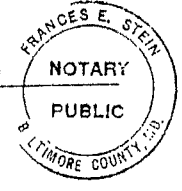
My commission expires on 7/1/1980.

STATE OF Maryland : COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY that on this 19th day of September, 1979, before me, a Notary Public for the state and county aforesaid, personally appeared GLENWOOD G. LOWMAN, JR., trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Frances E. Stein  
Notary Public



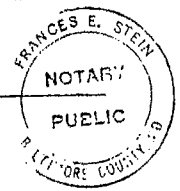
My commission expires on 7/1/82.

STATE OF Maryland : COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY that on this 19th day of September, 1979, before me, a Notary Public for the state and county aforesaid, personally appeared Glenwood G. Lowman, Jr., known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Trustee of SECURITY INVESTMENT CORPORATION, a corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Frances E. Stein  
Notary Public



My commission expires on 7/1/82.

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THE CANDLEWOOD CONDOMINIUM

DECLARATION

EXHIBIT A

Description of Parcel I

Beginning on the southeast side of Lord Baltimore Drive, 70 feet wide, at the point designated "451" and shown on the plat titled "Revised Candlewood II", and recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. 43, page 99, running thence binding on a part of the north outline of the area designated "Limit of Flood Plain" as shown on said plat, three courses: (1) Due East 119.67 feet, (2) S 53° 50' 04" E 122.01 feet, and (3) S 86° 46' 32" E 71.11 feet, thence eight courses: (4) S 17° 30' 02" W 198.93 feet, (5) S 20° 58' 45" W 47.82 feet, (6) S 53° 48' 27" W 49.19 feet, (7) N 69° 01' 15" W 63.00 feet, (8) S 20° 58' 45" W 42.00 feet, (9) N 69° 01' 15" W 167.59 feet, (10) N 20° 58' 45" E 18.00 feet, and (11) N 69° 01' 15" W 61.02 feet to the southeast side of said Lord Baltimore Drive, thence binding on the southeast side of said Lord Baltimore Drive, (12) northeasterly, by a curve to the right with a radius of 3965.00 feet, the arc distance of 279.35 feet to the place of beginning., the chord of said arc being N 22° 49' 27" E 279.29 feet.

Containing 2.1713 acres of land.

CBEN 6081 PAM 174

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THE CANDLEWOOD CONDOMINIUM

DECLARATION

EXHIBIT C

Designation of Units as Two-Story Units or Flat Units

Two-Story Units

1-1  
1-2  
1-4  
1-5  
1-7  
1-8  
2-1  
2-2  
2-4  
2-5  
2-7  
2-8

Flat Units

1-3F  
1-6F  
1-9F  
2-3F  
2-6F  
2-9F



LEEN 6081 JAN 175

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THE CANDLEWOOD CONDOMINIUM

DECLARATION

EXHIBIT D

Initial form of the By-Laws

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## THE CANDLEWOOD CONDOMINIUM

DECLARATIONEXHIBIT E-1Description of Parcel II

Beginning on the southeast side of Lord Baltimore Drive, 70 feet wide, at the point designated "384" and shown on the plat titled "Revised Candlewood II" and recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. 43, page 99, running thence binding on the southeast side of said Lord Baltimore Drive two courses: (1) N 17° 01' 36" E 118.08 feet, and (2) northeasterly, by a curve to the right with a radius of 3965.00 feet, the arc distance of 261.51 feet, the chord of said arc being N 18° 54' 59" E 261.47 feet, thence seven courses: (3) S 69° 01' 15" E 61.02 feet, (4) S 20° 58' 45" W 18.00 feet, (5) S 69° 01' 15" E 167.59 feet, (6) N 20° 58' 45" E 42.00 feet, (7) S 69° 01' 15" E 63.00 feet, (8) N 53° 48' 27" E 49.19 feet and (9) N 20° 58' 45" E 47.82 feet to a point on the S 67° 02' 34" E 344.23 foot line on the southwest limit of the flood plain shown on said plat, thence binding on a part of said limit three courses: (10) S 67° 02' 34" E 27.34 feet, (11) S 61° 03' 00" E 82.00 feet, and (12) S 54° 02' 00" E 10.00 feet, thence four courses: (13) S 31° 16' 17" W 193.18 feet, (14) S 78° 07' 12" W 66.28 feet, (15) N 69° 01' 15" W 53.00 feet, and (16) S 50° 37' 43" W 297.41 feet to a point on the southwest outline of the land shown on the plat herein referred to, and thence binding on a part of the outline of said land two courses: (17) N 41° 42' 16" W 115.00 feet, and (18) S 51° 01' 27" W 52.76 feet to the place of beginning.

Containing 2.6019 acres of land.

GLR/6-08-79  
4920A

THE CANDLEWOOD CONDOMINIUM

DECLARATION

EXHIBIT E-2

Description of Parcel III

Beginning in the center line of Gordon Road, as proposed sixty feet wide, and at the southernmost corner of the land shown on the plat titled "Revised Candlewood II" and recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. 43, page 99, running thence binding on a part of the southwest outline of said land, (1) N 41° 42' 16" W 328.17 feet, thence six courses: (2) N 50° 37' 43" E 297.41 feet, (3) S 69° 01' 15" E 53.00 feet, (4) N 78° 07' 12" E 66.28 feet, (5) S 11° 52' 48" E 193.95 feet, (6) S 48° 17' 44" W 82.16 feet, and (7) S 41° 42' 16" E 80.56 feet to a point on the aforementioned center line of Gordon Road, and thence binding on said center line and on a part of the southeast outline of the land shown on the plat herein mentioned, (8) S 51° 57' 12" W 200.78 feet to the place of beginning.

Containing 2.2595 acres of land.

GLR/6-08-79  
4920A

## THE CANDLEWOOD CONDOMINIUM

DECLARATIONEXHIBIT E-3Description of Parcel IV

Beginning in the center line of Gordon Road, as proposed sixty feet wide, and at the easternmost corner of the land shown on the plat titled "Revised Candlewood II" and recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. 43, page 99, running thence binding on the center line of said Gordon Road and on the southeast outline of the land shown on said plat seven courses: (1) S 65° 27' 12" W 64.80 feet, (2) westerly, by a curve to the right with the radius of 109.00 feet, the arc distance of 93.54 feet, the chord of said arc being N 89° 57' 48" W 90.69 feet, (3) N 65° 22' 48" W 128.50 feet, (4) westerly, by a curve to the left with the radius of 110.00 feet, the arc distance of 70.07 feet, the chord of said arc being N 83° 37' 48" W 68.90 feet, (5) S 78° 07' 12" W 241.60 feet, (6) southwesterly, by a curve to the left with the radius of 190.00 feet, the arc distance of 86.77 feet, the chord of said arc being S 65° 02' 14" W 86.02 feet, and (7) S 51° 57' 12" W 8.83 feet, thence four courses, (8) N 41° 42' 16" W 80.56 feet, (9) N 48° 17' 44" E 82.16 feet, (10) N 11° 52' 48" W 193.95 feet, and (11) N 31° 16' 17" 193.18 feet to a point on the S 54° 02' 00" E 137.00 foot line on the southwest limit of the Flood Plain shown on the plat herein referred to, thence binding on a part of said limit three courses: (12) N 54° 02' 00" W 10.00 feet, (13) N 61° 03' 00" W 82.00 feet, and (14) N 67° 02' 34" W 27.34 feet, thence (15) N 17° 30' 02" E 198.93 feet to a point on the northeast outline of the land shown on said plat, and thence binding on said outline three courses: (16) S 65° 00' 35" E 65.09 feet, (17) S 88° 39' 11" E 57.98 feet, and (18) S 39° 21' 45" E 814.30 feet to the place of beginning.

Containing 5.8922 acres of land.

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THE CANDLEWOOD CONDOMINIUM

DECLARATION

EXHIBIT F

Maximum number of Units which may be  
added to the Condominium by an expansion

<u>Future Parcel</u>	<u>Number of Units</u>
Parcel II	36
" III	27
" IV	30
Total	93

SEP 26-79 2762578 \*\*\*29900  
SEP 26-79 2762578 \*\*\*29900

Rec'd for record SEP 26 1979 at 318 P  
 Per Elmer H. Kahline, Jr., Clerk  
 Mail to Franklin D. Smith, et al  
 Receipt No. 56800