

Prepared by and return to:
Rees Broome, PC
c/o Kimberley O'Halloran-Perez, Esq.
1900 Gallows Road, Suite 700
Vienna, VA 22182
Grantor: Colonnade Community Association, Inc.
Consideration: None

**SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS THE COLONNADE
COMMUNITY ASSOCIATION, INC.**

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (“Amendment”) is made as of this 28th day of March 2018 by The Colonnade Community Association, Inc., a Maryland non-stock, non-nonprofit corporation (“Association”).

R E C I T A L S

WHEREAS, a certain Declaration of Covenants, Conditions, Easements and Restrictions for The Colonnade Community Association, Inc. was recorded on October 21, 2005 among the Land Records of Montgomery County, Maryland (the “Land Records”) in Liber 31052 at Folio 275 et seq. (the “Original Declaration”, which term shall include any and all subsequent corrections, modifications, and supplements thereof as may have been recorded prior hereto among the Land Records of Montgomery County, Maryland); and

WHEREAS, the Original Declaration was corrected, amended, restated and recorded as the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions on December 6, 2005 among the Land Records of Montgomery County, Maryland in Liber 31384 at Folio 467 et seq. (the “First Amended Declaration”); and

WHEREAS, Section 12.8 of the Declaration provides that the Declaration may only be amended by an instrument signed by, or the affirmative vote of, the Members entitled to cast not less than seventy-five percent (75%) of the total authorized votes in the Association; and

WHEREAS, Section 11B-116 of the Maryland Homeowners Association Act (“Act”) provides that, notwithstanding the provisions of a governing document, a governing document, which includes a declaration or bylaws, may be amended by the affirmative vote of lot owners in good standing having at least sixty percent (60%) of the votes in the development, or by a lower percentage if required in the governing document; and

WHEREAS, as of March 28, 2018, Members in good standing representing at least sixty percent (60%) of the total authorized votes in the Association (“Requisite Majority”) voted to approve this Amendment and such Requisite Majority of Members have indicated their approval as evidenced by their signatures on written ratification forms/ballots maintained in the books and records of the Association; and

WHEREAS, the President, as principal officer of the Association, has certified that those Members composing the Requisite Majority have indicated their approval of this Amendment, which certification is detailed below; and

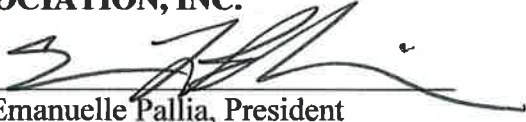
WHEREAS, Mortgagee approval of this Amended and Restated Declaration is not required as there are no Eligible Mortgagees of record as defined in Section 12.12 of the First Amended and Restated Declaration.

NOW, THEREFORE, The Colonnade Community Association, Inc., by its President and principal officer, with the approval of the Requisite Majority of Owners, does hereby amend and restate for a second time the Declaration of Covenants, Conditions and Restrictions for the Colonnade Community Association, Inc. as attached, which Amendment shall be effective upon recordation of this instrument among the Land Records.

The recitals herein are incorporated by reference. Any capitalized terms used herein, but are not otherwise defined, shall have the meaning set forth in this Second Amended and Restated Declaration.

[Signature appears on following page]

**THE COLONNADE COMMUNITY
ASSOCIATION, INC.**

By: 
Emanuelle Pallia, President

STATE OF MARYLAND :
CITY/COUNTY OF MONTGOMERY, to-wit :

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that, Emanuelle Pallia, President of The Colonnade Community Association, Inc., whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction, as an authorized officer of the corporation.

GIVEN under my hand and seal on this 6 day of April, 2018.




Notary Public

My commission expires: 10/19/21

Second Amended and Restated
Declaration of Covenants, Conditions, Easements and Restrictions
for
The Colonnade Community Association, Inc.

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS	2
SECTION 1.1. “ANNUAL ASSESSMENT”	2
SECTION 1.2. “ARTICLES OF INCORPORATION”	2
SECTION 1.3. “ASSESSMENTS”	3
SECTION 1.4. “BOARD OF DIRECTORS” OR “BOARD”	3
SECTION 1.5. “BYLAWS”	3
SECTION 1.6. “COMMERCIAL ASSESSMENT”	3
SECTION 1.7. “COMMERCIAL UNIT”	3
SECTION 1.8. “COMMON EXPENSES”	3
SECTION 1.9. “COMMUNITY ASSOCIATION”	3
SECTION 1.10. “COMMUNITY FACILITIES”	3
SECTION 1.11. “COMMUNITY PARKING SPACE”	4
SECTION 1.12. “COMMUNITY-WIDE STANDARD”	4
SECTION 1.13. “CONDOMINIUM”	4
SECTION 1.14. “CONDOMINIUM ASSOCIATION”	4
SECTION 1.15. “CONDOMINIUM BOARD”	4
SECTION 1.16. “CONDOMINIUM COMMON ELEMENTS”	4
SECTION 1.17. “CONDOMINIUM GOVERNING DOCUMENTS”	4
SECTION 1.18. “COVENANT COMMITTEE”	4
SECTION 1.19. “DECLARANT”	4
SECTION 1.20. “DEVELOPMENT PLANS”	4
SECTION 1.21. “DIRECTOR”	5
SECTION 1.22. “ELIGIBLE MORTGAGEE”	5
SECTION 1.23. “FIRST MORTGAGE”	5
SECTION 1.24. “GOVERNING DOCUMENTS”	5
SECTION 1.25. “LAND CONDOMINIUM”	5
SECTION 1.26. “LAND RECORDS”	5
SECTION 1.27. “MORTGAGE”	5
SECTION 1.28. “MORTGAGEE”	5
SECTION 1.29. “OVERALL DEVELOPMENT”	5
SECTION 1.30. “OWNER”	5
SECTION 1.31. “PARKING GARAGE”	6
SECTION 1.32. “PARKING UNIT”	6
SECTION 1.33. “PARKING ASSESSMENT”	6
SECTION 1.34. “PROPERTY”	6
SECTION 1.35. “RESIDENTIAL ASSESSMENT”	6
SECTION 1.36. “RESIDENTIAL UNIT”	6
SECTION 1.37. “SPECIAL ASSESSMENT”	6
SECTION 1.38. “UNIT”	6
ARTICLE II. PROPERTY SUBJECT TO DECLARATION	6
SECTION 2.1. PROPERTY SUBJECT TO THIS DECLARATION	6
SECTION 2.2. ANNEXATIONS.	6
ARTICLE III. PROPERTY RIGHTS	7
SECTION 3.1. UNIT OWNERS’ EASEMENTS OF ENJOYMENT.	7
SECTION 3.2. LIMITATIONS ON COMMUNITY ASSOCIATION.....	9
SECTION 3.3. SPECIAL LIMITATIONS RELATING TO PARKING UNITS AND STORAGE SPACES.	9

SECTION 3.4.	<i>DELEGATION OF USE</i>	9
ARTICLE IV. MEMBERSHIP AND VOTING RIGHTS		10
SECTION 4.1.	<i>MEMBERSHIP</i>	10
SECTION 4.2.	<i>VOTING RIGHTS</i>	10
ARTICLE V. COVENANT FOR MAINTENANCE ASSESSMENTS		10
SECTION 5.1.	<i>CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS</i>	10
SECTION 5.2.	<i>PURPOSE OF ASSESSMENTS</i>	11
SECTION 5.3.	<i>ANNUAL ASSESSMENTS; BUDGETS</i>	11
SECTION 5.4.	<i>SPECIAL ASSESSMENTS; BUDGET AMENDMENTS</i>	13
SECTION 5.5.	<i>ASSESSMENT RATES</i>	14
SECTION 5.6.	<i>COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES; CERTIFICATE OF PAYMENT</i>	14
SECTION 5.7.	<i>EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE COMMUNITY ASSOCIATION</i>	14
SECTION 5.8.	<i>SUBORDINATION OF LIEN TO FIRST MORTGAGES</i>	15
SECTION 5.9.	<i>RESERVE FUND BUDGET AND CONTRIBUTION</i>	15
SECTION 5.10.	<i>EXTRAORDINARY ACTIONS</i>	16
SECTION 5.11.	<i>RESIDENTIAL ASSESSMENTS AND/OR COMMERCIAL ASSESSMENTS</i>	16
ARTICLE VI. USE RESTRICTIONS		16
SECTION 6.1.	<i>PERMITTED USES</i>	16
SECTION 6.2.	<i>PROHIBITED USES AND NUISANCES</i>	17
SECTION 6.3.	<i>VEHICLE AND PARKING RESTRICTIONS</i>	18
SECTION 6.4.	<i>RESTRICTION ON TRANSFER OF PARKING UNITS</i>	18
SECTION 6.5.	<i>HOUSE RULES, ETC</i>	19
SECTION 6.6.	<i>ARCHITECTURAL CONTROLS</i>	19
SECTION 6.7.	<i>EXEMPTIONS</i>	20
ARTICLE VII. DECLARATION OF EASEMENTS AND RIGHTS		20
SECTION 7.1.	<i>DECLARATION OF EASEMENTS AND RIGHTS</i>	20
SECTION 7.2.	<i>COMMUNITY ASSOCIATION EASEMENTS</i>	22
ARTICLE VIII. MAINTENANCE		22
SECTION 8.1.	<i>COMMUNITY ASSOCIATION MAINTENANCE</i>	22
SECTION 8.2.	<i>CONDOMINIUM COMMON ELEMENTS</i>	23
SECTION 8.3.	<i>ADDITIONAL MAINTENANCE RESPONSIBILITIES</i>	23
ARTICLE IX. INSURANCE		23
SECTION 9.1.	<i>REQUIRED COVERAGE</i>	23
SECTION 9.2.	<i>FIDELITY COVERAGE</i>	25
SECTION 9.3.	<i>REPAIR AND RECONSTRUCTION OF COMMUNITY FACILITIES AFTER FIRE OR OTHER CASUALTY</i>	26
SECTION 9.4.	<i>SINGLE OR COMBINED POLICIES</i>	26
ARTICLE X. MANAGEMENT		27
SECTION 10.1.	<i>MANAGEMENT AGENT</i>	27
SECTION 10.2.	<i>DURATION OF MANAGEMENT AGREEMENT</i>	27
ARTICLE XI. GENERAL PROVISIONS		28
SECTION 11.1.	<i>COMMUNITY FACILITIES RESPONSIBILITIES</i>	28
SECTION 11.2.	<i>PERSONAL PROPERTY AND REAL PROPERTY FOR COMMON USE</i>	28
SECTION 11.3.	<i>IMPLIED RIGHTS</i>	28
SECTION 11.4.	<i>LIMITATION OF LIABILITY</i>	28

SECTION 11.5.	ENFORCEMENT.	28
SECTION 11.6.	FINES.	29
SECTION 11.7.	SEVERABILITY.	30
SECTION 11.8.	DURATION AND AMENDMENT.	30
SECTION 11.9.	CASUALTY LOSSES.	30
SECTION 11.10.	CONDEMNATION OR EMINENT DOMAIN.	30
SECTION 11.11.	NOTICE TO ELIGIBLE MORTGAGEES; DEEMED CONSENT.	31
SECTION 11.12.	TAXES AND ASSESSMENTS.	31
SECTION 11.13.	NO DEDICATION TO PUBLIC USE.	32
SECTION 11.14.	CONDOMINIUM DISPUTES.	32
SECTION 11.15.	COMBINED RESIDENTIAL UNITS AND/OR COMMERCIAL UNITS.	32
SECTION 11.16.	PERPETUITIES.	32
SECTION 11.17.	CAPTIONS AND GENDER.	32
SECTION 11.18.	CONFLICT.	32
SECTION 11.19.	EXHIBITS.	33

**Second Amended and Restated
Declaration of Covenants, Conditions, Easements and Restrictions**

for

The Colonnade Community Association, Inc.

Explanatory Statement

The Property is the mixed commercial and residential development known as The Colonnade, which is located in the City of Gaithersburg, Montgomery County, Maryland (the “**Overall Development**”), which is described on Exhibit “A” to this Declaration. The Overall Development is generally shown on Exhibit “B” to this Declaration, but is subject to change.

The Declarant previously subjected the Property to a master condominium regime known as The Colonnade Land Condominium (the “**Land Condominium**”) pursuant to a Declaration recorded among the Land Records in Liber 31052, Folio 238 (the “**Land Condominium Declaration**”) and condominium plat recorded among the Land Records at Condominium Plat Nos. 8920-8925 (the “**Land Condominium Plat**”). The purpose of the Land Condominium was to create legally transferable parcels or units of real property that are referred to in the Land Condominium Declaration as “Land Units” and “Parking Units”. Each Land Unit and Parking Unit is a discrete three-dimensional space and constitutes a legally transferable parcel or unit of real property. Pursuant to the Land Condominium Declaration, it was intended that ten (10) buildings, some containing residential condominium units and some containing both residential and commercial units would be constructed upon the Property (the “**Buildings**”), as well as an entrance area, sidewalks, roadways, structured parking garage, recreational facilities (including, without limitation, a clubhouse, fitness center and swimming pool), landscaped areas, walkways (which may include some part or all of the various bridges, overpasses and related common areas located within such bridges and overpasses and similar structures that connect different Buildings and/or Condominiums (as defined in Section 1.13) within the Overall Development, including the structural support for such Walkways but specifically excluding any Condominium Units that may exist within the bridge or overpass, as such structures may be shown on the plats of the Condominiums, the plats of the Land Condominium and/or the plats of this Community Association, hereafter referred to as “**Walkways**”), fountains, and other amenities and improvements that will serve the residents and the commercial uses of the Property (the “**Community Facilities**”).

It was intended that five (5) separate Condominiums would be established with respect to the Land Units containing the Buildings. Additionally, it was intended one or more of the Condominiums may contain a Residential Sub-Condominium and/or Commercial Sub-Condominium (as both of the preceding terms are defined in the Land Condominium Declaration). It was intended one or more Land Units containing the Community Facilities would be conveyed to the Community Association (defined in Section 1.9). In addition, it was intended one or more Units within one or more of the Condominiums, which Units contain

certain Community Facilities, would also be conveyed to the Community Association. Certain Parking Units were intended to be conveyed to Owners of Units in the Condominiums and it was intended certain parking spaces within the Parking Garage may be conveyed to the Community Association (the “**Community Parking Spaces**”).

The Condominium Units and Common Elements contained within each Condominium would not be “Units” or “Common Elements” of the Land Condominium but only Units or Common Elements, as the case may be, of the respective Condominium of which they are part.

The Community Association shall be responsible for the operation, maintenance, repair and replacement of all Community Facilities, all Parking Units, and the Community Parking Spaces. The purposes of this Declaration are, among other things, to establish covenants for the operation, maintenance, repair and replacement of the Community Facilities, all Parking Units and the Community Parking Spaces, and for the payment of the costs of the same, and to establish covenants, conditions, easements, and restrictions otherwise applicable to the Property, the Parking Units and the Community Parking Spaces.

In the event of any conflict between the foregoing Explanatory Statement and any other provision of this Declaration, such other provision shall supersede and control over the Explanatory Statement.

NOW, THEREFORE, the Property shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and easements set forth in this Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property and be binding on all parties having any right, title or interest in all or any portion of the Property, and any other real property annexed within the jurisdiction of the Community Association in accordance with Article II below, their heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of the Owners.

ARTICLE I. **DEFINITIONS**

Unless the context shall plainly require otherwise, the following terms when used in this Declaration shall have the following meanings:

Section 1.1. “**Annual Assessment**” shall mean and refer to the assessment levied against Units within the Property on an annual basis to fund the Common Expenses, including Parking Assessments, Residential Assessments and/or Commercial Assessments, but not including Special Assessments.

Section 1.2. “**Articles of Incorporation**” shall mean and refer to the Articles of Incorporation for the Community Association filed with the Maryland State Department of Assessments and Taxation, as the same may be amended from time to time.

Section 1.3. **“Assessments”** shall mean and refer collectively to any Annual Assessment (including any Parking Assessments, Residential Assessments and/or Commercial Assessments), Special Assessment, and all other fees and charges, including all installments thereof, as may be levied by the Community Association in accordance with this Declaration.

Section 1.4. **“Board of Directors” or “Board”** shall mean and refer to the Board of Directors of the Community Association, the governing body for the Community Association as more particularly described in the Bylaws.

Section 1.5. **“Bylaws”** shall mean and refer to the Bylaws for the Community Association, as may be amended from time to time.

Section 1.6. **“Commercial Assessment”** shall mean and refer to the Annual Assessment levied against a Commercial Unit that is collected by the respective Condominium, as provided in Article V hereto in accordance with the Annual Assessment Allocation contained in Exhibit “C” hereto.

Section 1.7. **“Commercial Unit”** shall mean and refer to any portion of the Property that consists of a unit designed for use and occupancy by a business. The term “Commercial Unit” shall include, without limitation, commercial condominium units within each Condominium, but shall not include Community Facilities or outlots of property dedicated for public use. No Commercial Unit shall be counted twice in any situation where it may fall within more than one of the foregoing descriptions.

Section 1.8. **“Common Expenses”** shall mean and refer to the actual and estimated expenses of operating the Community Association, including, without limitation, a reasonable reserve for the maintenance, repair, and replacement of the Community Facilities, including the Community Parking Spaces, and all of the Parking Units, in accordance with Article VIII below, all as may be found to be necessary or appropriate by the Board of Directors pursuant to the Governing Documents.

Section 1.9. **“Community Association”** shall mean and refer to The Colonnade Community Association, Inc., a non-stock Maryland corporation, its successors and assigns.

Section 1.10. **“Community Facilities”** shall mean and refer to all real property owned, leased or maintained by the Community Association and all improvements and facilities located upon such property, including, without limitation, an entrance area, sidewalks, roadways, structured Parking Garage, including Community Parking Spaces, recreational facilities (including, without limitation, a clubhouse, fitness center and swimming pool), landscaped areas, Walkways, fountains, and other amenities and improvements that will serve the residents of the Overall Development. For the purposes of management, operation, maintenance, regulation and control only, the Parking Units shall be treated by the Community Association and considered to be part of the Community Facilities, although owned by Owners or the Community Association. No portion of any Condominium shall be considered part of the Community Facilities and,

except as expressly required or permitted in this Declaration, the Community Association shall not maintain the same.

Section 1.11. **“Community Parking Space”** shall mean those parking spaces within the Parking Garage that are not identified on the Land Condominium Plat as Parking Units and are conveyed or to be conveyed to the Community Association.

Section 1.12. **“Community-Wide Standard”** shall mean the standard of conduct, maintenance or other activity generally prevailing in the Overall Development. Such standard may be more specifically determined and set forth from time to time by the Board of Directors.

Section 1.13. **“Condominium”** shall mean and refer to any condominium regime established within the Property in accordance with the Maryland Condominium Act that contains residential dwelling and/or commercial units. The term “Condominium” shall not include the Community Facilities or the Land Condominium.

Section 1.14. **“Condominium Association”** shall mean and refer to the council of unit owners of a Condominium.

Section 1.15. **“Condominium Board”** shall mean and refer to the Board of Directors of a Condominium.

Section 1.16. **“Condominium Common Elements”** shall mean and refer to the common elements of a Condominium, as defined in the Declaration of Condominium for such Condominium.

Section 1.17. **“Condominium Governing Documents”** shall mean and refer to the Declaration of Condominium, Bylaws and Condominium Plats for a Condominium, as the same may be amended from time to time.

Section 1.18. **“Covenant Committee”** shall mean and refer to the committee composed of three (3) or more representatives appointed by the Board of Directors. In the event that the Board of Directors fails to appoint a Covenant Committee, or in the event of the Covenant Committee’s absence, resignation or inability or refusal to act, the Board of Directors shall have the power and authority of the Covenant Committee and shall otherwise exercise and discharge the Covenant Committee’s duties pursuant to the Governing Documents.

Section 1.19. **“Declarant”** shall mean and refer to El Ad Kentlands, LLC, a Florida limited liability company, that established the Community Association.

Section 1.20. **“Development Plans”** shall mean and refer collectively to all zoning plans, project plans, preliminary plans, site plans, subdivision plats and/or other regulatory plans, as amended, for the Overall Development as may have been or shall be reviewed and approved by the City of Gaithersburg Office of Planning and Code Administration, including all amendments, modifications, extensions and supplements as may be made from time to time.

Section 1.21. **“Director”** shall mean and refer to a member of the Board of Directors.

Section 1.22. **“Eligible Mortgagee”** shall mean and refer to a holder, insurer or guarantor of a First Mortgage on a Unit who has submitted a written request for notice from the Community Association of amendments to the Community Association documents or other significant matters which would affect the interests of such Mortgagee.

Section 1.23. **“First Mortgage”** shall mean and refer to a Mortgage recorded against any Unit that has priority over any other Mortgages recorded against such Unit.

Section 1.24. **“Governing Documents”** shall mean and refer to this Declaration, the Articles of Incorporation, the Bylaws, and any rules and regulations of the Community Association, as any of the foregoing may be amended from time to time.

Section 1.25. **“Land Condominium”** shall have the meaning ascribed to it in the Explanatory Statement of this Declaration.

Section 1.26. **“Land Records”** shall mean and refer to the Land Records of Montgomery County, Maryland.

Section 1.27. **“Mortgage”** shall mean and refer to any deed of trust, mortgage, and other security instrument constituting a lien against a Unit, together with all modifications, consolidations, extensions, and replacements of the same made from time to time.

Section 1.28. **“Mortgagee”** shall mean and refer to the holder or beneficiary of any recorded Mortgage (whether or not an **“Institutional Mortgagee”**). The term **“Institutional Mortgagee”** shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Fannie Mae, Government National Mortgage Association (**“GNMA”**), Federal Home Loan Mortgage Corporation (**“FHLMC”**), all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Unit. In the event any Mortgage is insured by the Federal Housing Administration (**“FHA”**) or guaranteed by the Department of Veterans Affairs (**“VA”**), then as to such Mortgage the expressions **“Mortgagee”** and **“Institutional Mortgagee”** include the FHA or the VA as the circumstances may require, acting respectively, through the Federal Housing Commission and the Secretary of Veterans Affairs or through other duly authorized agents.

Section 1.29. **“Overall Development”** shall have the meaning ascribed to it in the Explanatory Statement of this Declaration.

Section 1.30. **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Residential Unit, Commercial Unit or Parking Unit

which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.31. **“Parking Garage”** shall mean and refer to the structured parking garage located on the Property from time to time in which the Parking Units are located.

Section 1.32. **“Parking Unit”** shall mean and refer to a three-dimensional area intended as a space for vehicular parking, as described in the Land Condominium Declaration and as shown or to be shown on the Land Condominium Plat (as defined in the Land Condominium Declaration).

Section 1.33. **“Parking Assessment”** shall mean and refer to the Annual Assessment levied against a Parking Unit.

Section 1.34. **“Property”** shall mean and refer to the real property described on Exhibit “A” to this Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Community Association pursuant to Article II of this Declaration.

Section 1.35. **“Residential Assessment”** shall mean and refer to the Annual Assessment levied against a Residential Unit that is collected by the respective Condominium, as provided in Article V hereto in accordance with the Annual Assessment Allocation contained in Exhibit “C” hereto.

Section 1.36. **“Residential Unit”** shall mean and refer to any portion of the Property that consists of a unit designed for use and occupancy by a single household. The term “Residential Unit” shall include, without limitation, residential condominium units within each Condominium, but shall not include Community Facilities or outlots of property dedicated for public use. No Residential Unit shall be counted twice in any situation where it may fall within more than one of the foregoing descriptions.

Section 1.37. **“Special Assessment”** shall mean and refer to any assessment levied by the Community Association in accordance with Section 5.5 of this Declaration.

Section 1.38. **“Unit”** shall mean a Residential Unit, a Commercial Unit, or a Parking Unit, as the case may be.

ARTICLE II.

PROPERTY SUBJECT TO DECLARATION

Section 2.1. **Property Subject to this Declaration.** The Property described on Exhibit “A” to this Declaration is and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration.

Section 2.2. **Annexations.**

(a) Annexations of real property within the jurisdiction of the Community Association shall require the consent of Owners entitled to cast not less than sixty-seven percent (67%) of the total votes in the Community Association. The scheme of this Declaration shall not, however, be extended to include any such real property unless and until the same is annexed within the jurisdiction of the Community Association by the recordation of a Supplementary Declaration as provided in this Section.

(b) Any annexations made pursuant to this Article or otherwise shall be made by recording a Supplementary Declaration among the Land Records, which Supplementary Declaration shall extend the scheme of this Declaration to such annexed property. Any Supplementary Declaration that annexes additional Land Units or Parking Units within the Community Association shall set forth the new Percentage Interests (as defined in the Land Condominium Declaration) of all Land Units and Parking Units within the Community Association in accordance with **Exhibit "C"** to this Declaration. Any Supplementary Declaration made pursuant to the provisions of this Article or otherwise may contain such complementary or supplemental additions and modifications to the covenants, conditions, restrictions and easements set forth in this Declaration as may be considered necessary by the maker of such Supplementary Declaration to reflect the different character or use, if any, of the annexed property, including, without limitation, a partial or complete waiver of all or any portion of such covenants, conditions, restrictions and/or easements with respect to the annexed property or additional or modified covenants, conditions, restrictions and easements that are more or less restrictive than those set forth in this Declaration. Every Owner of a Land Unit and/or Parking Unit in any property annexed within the jurisdiction of the Community Association shall have an easement of enjoyment in and to the Community Facilities and such other rights of use as are provided in Article III of this Declaration, subject, however, to the limitations set forth in Article III, including, without exception, Section 3.3.

ARTICLE III. PROPERTY RIGHTS

Section 3.1. Unit Owners' Easements of Enjoyment. Every Owner of a Unit shall have a right and easement of enjoyment in and to the Community Facilities which shall be appurtenant to and pass with the title to every Unit, subject to Section 3.3 below and the following rights in favor of the Community Association, or other parties, as indicated:

(a) the right of the Community Association to charge reasonable and uniform admission and other fees for the use of the Community Facilities;

(b) the right of the Community Association to suspend an Owner's voting rights and right to use the Community Facilities (i) for any period during which any Assessment against such Owner's Unit remains unpaid, and (ii) after notice and an opportunity for a hearing, for any infraction of its published rules and regulations; provided, however, that the obligation of such Owner to pay Assessments shall continue unabated during such period of suspension of voting rights or right to utilize the Community Facilities;

(c) the right of the Community Association to dedicate, sell or transfer all or any part of the Community Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Community Association. No such dedication, sale or transfer shall be effective without the (i) consent of Owners holding at least two-thirds (2/3) of the total votes in the Community Association, and (ii) the consent of fifty-one percent (51%) of the Eligible Mortgagees;

(d) the right of the Community Association to limit the number of guests of Owners utilizing the Community Facilities;

(e) the right of the Community Association to establish uniform rules and regulations pertaining to the use of the Community Facilities;

(f) the rights of the Community Association, utility companies and other Owners with respect to the easements established by this Declaration;

(g) the right of the Community Association, in accordance with the Governing Documents, and with the consent of Owners holding at least two-thirds (2/3) of the votes in the Community Association, to borrow money for the purpose of improving the Community Facilities in a manner designed to promote the enjoyment and welfare of the Owners and, in connection with such borrowing, to mortgage any of the Community Facilities;

(h) the right of the Community Association to take such steps as are reasonably necessary to protect the Property of the Community Association against mortgage default and foreclosures, provided, however, that the same are in conformity with the other provisions of this Declaration;

(i) the right of the Community Association, acting by and through its Board of Directors, to grant easements, licenses or other rights of use of the Community Facilities to persons or entities that are not Owners for such consideration and on such terms and conditions as the Board of Directors may from time to time consider appropriate or in the interest of the Community Association or the Property;

(j) the right of the Community Association to be the lessee of all or any portion of the Community Facilities and the right of the Community Association to enforce the terms of the lease with respect to such Community Facilities against the Owners and their guests, lessees and invitees; and

(k) the right of the Community Association, acting by and through its Board of Directors, to transfer or convey portions of the Community Facilities for purposes of adjusting the boundary lines between one or more Condominiums and the Community Facilities, provided, however, that such transfer or conveyance has been approved, as necessary, by applicable local governmental authorities or agencies, or is otherwise in conformance with applicable law, local zoning ordinances, governmental guidelines, or restrictions.

Section 3.2. Limitations on Community Association. Despite any provision of this Declaration to the contrary:

(a) The Community Association shall have no right to suspend the right of any Owner to use any roadways, sidewalks, or Walkways located within the Community Facilities for vehicular and pedestrian ingress and egress to and from such Owner's Unit.

(b) The Community Association shall have no right to suspend any easement over the Community Facilities for storm water drainage, electrical energy, water, sanitary sewer, natural gas, CATV or similar service, telephone service or similar utilities and services to the Residential Unit and/or Commercial Units.

Section 3.3. Special Limitations Relating to Parking Units and Storage Spaces. Despite any provision of this Declaration to the contrary:

(a) Each Owner of a Parking Unit shall have the exclusive right to use and enjoy each Parking Unit owned by it. No Owner shall have any right or easement to use or enjoy any Parking Unit that is not a Community Parking Space, except for the parking space owned by that Owner as a Parking Unit. All rights of Owners to Community Parking Spaces are limited to use in accordance with any Community Association restrictions, rules and regulations, pursuant to Section 6.3 hereto. All Parking Units may only be owned by and sold to Owners of Residential Units and/or Commercial Units, except for the Community Parking Spaces. All Parking Units may only be leased, licensed or otherwise conveyed to Owners of Residential Units and/or Commercial Units or their tenants.

(b) All storage spaces may only be owned by and sold to Owners of Residential Units and/or Commercial Units. All storage spaces may only be leased, licensed, or otherwise conveyed to Owners of Residential Units and/or Commercial Units or their tenants.

(c) The provisions of Sections 3.1(a), (b), (c), (g), (i), (j), (k), and (l) shall not apply to the Parking Units.

(d) No Owner of a Parking Unit shall have any right or easement to use or enjoy the Community Facilities solely on account of its ownership of a Parking Unit, except that, provided the Owner of a Parking Unit is also the Owner of a Residential Unit and/or Commercial Unit, as is required by this Declaration, each Owner of a Parking Unit shall have an easement in, on, over, across and through the Community Facilities for vehicular and pedestrian access to and from such Owner's Parking Unit. The Board of Directors may deny access to the Parking Garage and/or ingress and egress on, over, across and through the Community Facilities to any Owner of a Parking Unit who is not also an Owner of a Residential Unit and/or Commercial Unit. The Board of Directors may restrict this access through the deactivation of the fob for entry or any other means authorized under Maryland law.

Section 3.4. Delegation of Use. Any Owner of a Unit may delegate, in accordance with the Governing Documents, such Owner's right of enjoyment to the Community Facilities to

the members of such Owner's family and such Owner's tenants and social invitees, subject to the limitations set forth in Section 3.3. Use of the Parking Garage and Parking Units shall also be subject to such rules and regulations (including, without limitation, vehicle registration and security access) as may be from time to time enacted or amended by the Board of Directors.

ARTICLE IV.
MEMBERSHIP AND VOTING RIGHTS

Section 4.1. Membership. Every Owner shall be a member of the Community Association, provided, however, that any person, group of persons, corporation, partnership, limited liability company, trust or other legal entity who or which hold an interest in a Unit solely as security for the performance of an obligation shall not be a member of the Community Association solely on account of such interest. Membership in the Community Association shall be appurtenant to and may not be separated from ownership of any Unit.

Section 4.2. Voting Rights. The Owner of each Residential Unit and/or Commercial Unit shall be entitled to cast one (1) vote in the affairs of the Community Association, provided that no Owner of a Residential Unit and/or a Commercial Unit shall have more than ten (10) votes, regardless of the number of Residential Units and/or Commercial Units owned by such Owner. The vote for each Residential Unit and/or Commercial Unit shall be exercised as the Owner or Owners of such Residential Unit and/or Commercial Unit determine, but in no event shall more than one (1) vote be cast with respect to any Residential Unit or Commercial Unit. Any Owner of a Residential Unit and/or Commercial Unit who leases his or her Residential Unit and/or Commercial Unit may, in the lease or other written instrument, assign the voting right appurtenant to that Residential Unit and/or Commercial Unit to the lessee, provided that a copy of such instrument is furnished to the Community Association. Nothing contained herein shall be deemed to grant to any Owner or lessee a vote associated with ownership of one or more Parking Units.

ARTICLE V.
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1. Creation of Lien and Personal Obligation for Assessments. There are hereby created Assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article V. By acceptance of a deed to any Unit or other transfer of ownership, whether or not it shall be so expressed in such deed or other instrument of transfer, each Owner is deemed to covenant and agree to pay to the Community Association: Annual Assessments, Special Assessments, and all other Assessments as may be levied by the Community Association in accordance with this Declaration. The Assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a charge on the Unit (including all improvements therein), and shall be a continuing lien upon the Unit against which each such Assessment is made, provided the requirements of the Maryland Contract Lien Act, if applicable, have been fulfilled. Each such Assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the person or entity that was the Owner of the Unit at the

time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to a delinquent Owner's successors in title unless expressly assumed by such successors.

Section 5.2. ***Purpose of Assessments.***

(a) Assessments levied by the Community Association shall be used exclusively to promote the recreation, health and welfare of the residents in the Property and for (i) the operation, improvement, maintenance, repair and replacement of the Community Facilities, (ii) taxes, assessments, and utility services for the Community Facilities, (iii) management fees and administration expenses, (iv) insurance, and (v) all other costs and expenses incurred by the Community Association in the proper conduct of its activities, including, without limitation, reserves for replacements or contingencies or charges accruing under any cross-easement or cost-sharing agreement affecting the Property. Assessments may also be used for the operation, maintenance, repair and replacement of any property or facilities serving or appurtenant to the Property which the Community Association is obligated or elects to maintain or with respect to which the Community Association is obligated to make a maintenance payment, whether or not such property or facilities are owned by the Community Association or are located within the Property.

(b) Assessments levied by the Community Association shall also be used for maintenance, repair and replacement (including reserves) of any and all storm water management facilities, including, without limitation, drainage pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any, whether or not such storm water management facilities are located within the Property, as long as such storm water management facilities are designed to benefit or serve any portion of the Property, or are required or intended to be maintained by the Community Association pursuant to any easement, agreement or the direction of any governmental authority or agency. Such storm water management facilities may also benefit property not within the jurisdiction of the Community Association and the maintenance of such facilities may be set forth in a cross-easement or other agreement, in which event the Community Association shall maintain the facilities pursuant to such agreement.

Section 5.3. ***Annual Assessments; Budgets.***

(a) The Board of Directors shall from time to time set the Assessments in amounts sufficient to meet the Common Expenses of the Community Association. Without limiting the generality of the foregoing, the Community Association shall, at all times, levy and collect Assessments in sufficient amounts to (i) maintain the Community Facilities in accordance with sound property management standards, and (ii) establish necessary reserves for the future repair and replacement of any capital improvements within the Community Facilities. The Board of Directors shall determine the amount of the Assessments before the beginning of each fiscal year in connection with preparation of the Community Association's annual budget, and may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of Annual Assessments may be levied and collected on a

monthly, quarterly, semi-annual or annual basis. Any Owner may prepay one or more installments of any Annual Assessment levied by the Community Association without premium or penalty.

(b) (i) The Board of Directors shall make a reasonable effort to prepare a budget at least thirty (30) days before the beginning of each fiscal year. The budget shall include the estimated costs of operating the Community Association during the coming year and shall also include an amount sufficient to establish and maintain a reserve fund in accordance with a reserve fund budget separately prepared by the Board of Directors pursuant to Section 5.11 below. The budget shall separately set forth the total Residential Assessments and/or Commercial Assessments applicable to Residential Units and/or Commercial Units and the total Parking Assessments applicable to Parking Units in accordance with Section 5.6 below. The Board of Directors shall cause a copy of the budget, and the amount of the Assessments to be levied against each Unit for the following year, to be delivered to each Owner at least fourteen (14) days prior to the commencement date of the new Assessments. The budget shall be approved by a majority vote of the Board of Directors, provided, however, any budget under consideration by the Board pursuant to this Section 5.3 that (A) would result in an increase in the Common Expenses of the Community Association in excess of fifteen percent (15%) of the budgeted amount for Common Expenses set forth in the budget for the immediately preceding fiscal year, or (B) would result in an increase in the Annual Assessments payable by the Owners in excess of fifteen percent (15%) of the budgeted amount for Annual Assessments set forth in the budget for the immediately preceding fiscal year, shall be approved by the affirmative vote of Owners entitled to cast not less than sixty-seven percent (67%) of the votes of Owners present, in person or by proxy, and voting at any meeting of the Community Association duly called for this purpose.

(ii) Notwithstanding the provisions of Section 5.3(b)(i) above, any increase in Common Expenses or Annual Assessments that results from any of the following may be approved by the Board of Directors without the approval of any Owners: (A) increases in real estate taxes and utility charges applicable to the Community Facilities, (B) increases in insurance premiums and/or deductibles under insurance policies maintained by the Community Association in accordance with this Declaration, (C) increases in federal, state and/or local income taxes, (D) increases in charges due under any management agreement with the Community Association's management agent, (E) increases in charges due under any service contracts entered into by the Community Association for the provision of landscaping, trash removal, snow removal, or the operation and maintenance of Community Facilities, (F) charges imposed upon the Community Association by any governmental agency or authority with jurisdiction over the Property, (G) the amount by which the Community Association has incurred or anticipates incurring increased operating expenses by reason of the completion, annexation, or addition of any Community Facilities, and (H) any cost or expense incurred by the Community Association that results from acts of God, fire, earthquake, storm, flood, explosion or other natural catastrophe.

(c) Subject to the foregoing provisions of this Section 5.3, all budgets approved by the Board shall become effective unless a special meeting of the Community

Association is duly held and at such special meeting the budget is disapproved by a vote of Owners entitled to cast not less than sixty-seven percent (67%) of the votes of Owners present, in person or by proxy, and voting at such meeting. Notwithstanding the foregoing, however, in the event that the Owners disapprove the budget or the Board of Directors fails for any reason to determine the budget for any fiscal year of the Community Association, then and until such time as a budget shall have been determined as provided in this Declaration, the budget in effect for the immediately preceding fiscal year shall continue for the succeeding fiscal year.

Section 5.4. Special Assessments; Budget Amendments.

(a) In addition to Annual Assessments authorized by this Article, the Community Association may levy in any assessment year a Special Assessment or Special Assessments, applicable in that year only, for the purpose of defraying any unbudgeted expenses or any expenses in excess of those contained in the budget, or for such other purposes as the Board of Directors may consider appropriate in its discretion. However, any such Special Assessment which exceeds fifteen percent (15%) of the annual budget for the current year shall have the prior consent of Owners representing at least fifty-one percent (51%) of the total votes allocated to Units that will be subject to the Special Assessment.

(b) The Community Association may also levy a Special Assessment against any Owner to reimburse the Community Association for costs incurred in bringing the Owner and/or such Owner's Unit into compliance with the provisions of the Governing Documents, or if the actions or activities of any Owner cause or result in increased expenses to the Community Association. Such Special Assessment may only be levied upon the affirmative vote of the Board of Directors, after notice and an opportunity for a hearing has been provided to the Owner. For example, and for purposes of illustration only, the Board may assess the amount of any insurance deductible paid by the Community Association against an Owner if the Community Association is required to pay such deductible as a result of the misuse or neglect of the Owner. Any such Special Assessments shall be a lien against the Owner's Unit and shall be payable and collectible in the same manner as any other Assessments required to be paid to the Community Association. Special Assessments levied under this Section 5.5(b) shall not be limited to a fiscal year, but may be imposed for such time period as the circumstances require.

(c) Any amendment to a previously approved budget shall be approved by majority vote of the Board of Directors. However, any amendment to a budget for the then current fiscal year previously approved in accordance with Section 5.3 above that (i) would result in an increase in the Common Expenses of the Community Association in excess of fifteen percent (15%) of the budgeted amount for Common Expenses set forth in the budget for the immediately preceding fiscal year (including any increase in Common Expenses adopted in the budget for the then current fiscal year previously approved in accordance with Section 5.3), or (ii) would result in an increase in the Annual Assessments payable by the Owners in excess of fifteen percent (15%) of the budgeted amount for Annual Assessments set forth in the budget for the immediately preceding fiscal year (including any increase in Annual Assessments adopted in the budget for the then current fiscal year previously approved in accordance with Section 5.3), shall be approved by the affirmative vote of Owners entitled to cast not less than sixty-seven

percent (67%) of the votes of Owners present, in person or by proxy, and voting at any meeting of the Community Association duly called for this purpose. Notwithstanding the foregoing, any budget amendments that increase Common Expenses and/or Annual Assessments and that result from any of the items set forth in Section 5.3(b)(ii) above may be approved by the Board of Directors without approval of the Owners.

Section 5.5. Assessment Rates.

(a) The Board of Directors shall establish Annual Assessments based on Common Expenses, as determined by the Board of Directors in its sole discretion.

(b) Each Owner of a Residential Unit and/or Commercial Unit shall pay Residential Assessments and/or Commercial Assessments based upon the Assessment Allocation applicable to each Residential Unit and/or Commercial Unit as provided in **Exhibit "C"**. As provided in Section 5.13 herein, upon the resolution of the Board of Directors, Residential Assessments and/or Commercial Assessments shall be collected directly from the Condominium Association governing the Residential Units and Commercial Units; *provided that*, each Owner shall remain personally liable for all Assessments against such Owner's Residential Unit and/or Commercial Unit, which Residential Unit and/or Commercial Unit shall remain subject to the lien for the Assessments established by this Declaration.

(c) Each Owner of a Parking Unit shall pay Parking Assessments based upon the Assessment Allocation applicable to each Parking Unit as provided in **Exhibit "C"**. Notwithstanding the previous sentence, the Community Association shall be exempt from the payment of any Parking Assessment associated with any Community Parking Space, which operation and maintenance costs shall be included in the budget for the Common Facilities.

Section 5.6. Commencement of Annual Assessments; Due Dates; Certificate of Payment. Except as otherwise provided in this Declaration, the Annual Assessments provided for in this Declaration shall commence as to each Unit on the date that such Unit is conveyed to an Owner. The first Annual Assessment for a Unit shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall make reasonable efforts to fix the amount of the Annual Assessment against each Unit at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject to the Annual Assessment. The due dates shall be established by the Board of Directors. The Community Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Community Association setting forth whether the Assessments on a specified Unit have been paid. A duly executed certificate of the Community Association setting forth the status of Assessments on a Unit shall be binding on the Community Association as of the date of its issuance.

Section 5.7. Effect of Non-Payment of Assessments; Remedies of the Community Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at a rate determined by the Board of Directors, up to the maximum rate of interest permitted under the laws of the State of Maryland. The Community

Association may also charge a reasonable late fee, not to exceed any limit established under applicable law, against any Owner who is more than ten (10) days delinquent in the payment of any Assessment. Additionally, the entire balance of the unpaid Assessment for the remainder of the fiscal year may be accelerated at the option of the Board of Directors and be declared due, payable and collectible in the same manner as the delinquent portion of such Assessment. The Community Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Unit (and all improvements therein) provided the provisions of the Maryland Contract Lien Act, if applicable, are substantially fulfilled. No Owner may waive or otherwise escape liability for payment of Assessments by non-use of the Community Facilities or abandonment of such Owner's Unit. The Owner shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred in connection with the collection of delinquent Assessments. This Section shall not be deemed to limit or waive, and shall be without prejudice to, any and all rights, remedies, or recourses as may be available to the Community Association for non-payment of Assessments.

Section 5.8. Subordination of Lien to First Mortgages. The lien of the Assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to a First Mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, except for liens or claims for a pro-rata share of such Assessments resulting from a pro-rata reallocation of such Assessments to all Units, including the mortgaged Unit. No sale or transfer shall relieve the Owner of such Unit from liability for any Assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any First Mortgage on any Unit (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder of the First Mortgage (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 5.9. Reserve Fund Budget and Contribution. The Board of Directors shall annually prepare a reserve fund budget which shall take into account the number and nature of the replaceable assets of the Community Association, the expected life of each asset, and the expected repair or replacement cost of each asset. The reserve fund budget shall establish a reserve for the substantial periodic repair and replacement of the Community Facilities and any other improvements which the Community Association maintains or for which it is required to make a maintenance payment, including, without limitation, reserves for the routine inspection, maintenance and long term repair of any storm water management facilities serving the Property and maintained by the Community Association or others. The Board of Directors shall set the required reserve fund contribution, if any, in an amount sufficient to meet the projected reserve needs of the Community Association, as shown on the reserve fund budget, with respect both to amount and timing by the imposition of Annual Assessments over the period of the budget. The reserve fund contribution shall be fixed by the Board of Directors and included within the budget as provided in Section 5.3. Such reserve fund contribution shall be payable as part of the Annual Assessment applicable to each Unit, to the extent such reserve fund will be utilized to replace assets which are determined by the Board of Directors to benefit substantially all Owners. Reserves may also be maintained for operating contingencies and insurance deductibles. A copy

of the reserve fund budget shall be distributed to each Owner in the same manner as the operating budget.

Section 5.10. Extraordinary Actions. Notwithstanding any provision of the Governing Documents to the contrary, the Board of Directors shall not be authorized to take any “Extraordinary Actions” (as defined below) without the affirmative vote of Owners entitled to cast not less than sixty-seven percent (67%) of the votes of the Owners present, in person or by proxy, and voting at any meeting of the Community Association duly called for this purpose. As used in this Declaration, the term “**Extraordinary Actions**” shall mean any and all actions taken by or on behalf of the Community Association, including, without limitation, commencing or maintaining any litigation, arbitration or similar proceeding, which would reasonably require the expenditure of funds in excess of Twenty-Five Thousand dollars (\$25,000.00) in the aggregate during any fiscal year of the Community Association. However, the term “Extraordinary Actions” shall not be deemed to include (a) routine Assessment collection actions under Section 5.9 of this Declaration, (b) routine actions required to enforce the covenants and restrictions in this Declaration, or any rules and regulations of the Community Association adopted by the Board of Directors in accordance with Section 6.5 of this Declaration, or (c) any expenditure made by the Community Association in accordance with any budget or budget amendment duly adopted in accordance with Article V of this Declaration.

Section 5.11. Residential Assessments and/or Commercial Assessments. With respect to any Assessments that are payable by the Owners of Residential Units and/or Commercial Units within a Condominium, the Board of Directors may elect by resolution to collect such Assessments directly from the Condominium Association. In such event, payment of the Assessments provided for in this Declaration shall be an obligation of the Condominium Association. However, each Owner shall remain personally liable for all Assessments against such Owner’s Residential Unit and/or Commercial Unit and each such Residential Unit and/or Commercial Unit shall remain subject to the lien for the Assessments established by this Declaration. If the Board of Directors elects to collect Assessments from the Condominium Association, then all notices regarding Assessments against such Residential Units and/or Commercial Units shall be sent to the Condominium Association. However, notice of any action to enforce an Owner’s personal obligation to pay Assessments or to foreclose the lien against such Owner’s Residential Unit and/or Commercial Unit shall also be sent to the Owner of the Residential Unit and/or Commercial Unit. This Section shall not be deemed to limit or waive, and shall be without prejudice to, any rights, remedies, or recourses available to the Community Association for non-payment of Assessments.

ARTICLE VI. USE RESTRICTIONS

In addition to all other covenants contained in this Declaration, the Property is subject to the following:

Section 6.1. Permitted Uses. Each Residential Unit and/or Commercial Unit shall be used for such residential and commercial uses as may be authorized by the Condominium

Governing Documents and each Residential Unit may be used for a “**no-impact home-based business**” if otherwise allowed under the Condominium Governing Documents for such Residential Unit and/or Commercial Unit. As used in this Declaration, the term “no-impact home-based business” shall have the meaning defined in Section 11-111.1 of the Maryland Condominium Act, Title 11 of the Real Property Article (2003) of the Annotated Code of Maryland.

Section 6.2. Prohibited Uses and Nuisances. In addition to such other rules, regulations or other restrictions that the Board of Directors may from time to time enact or amend, the following restrictions apply to the Property and Owners, occupants, guests and invitees upon the Property:

(a) No noxious or offensive activity shall be allowed within or upon any Unit or the Community Facilities that may be or become an annoyance or nuisance to the community or other Owners. The restrictions of this subsection (a) shall not apply to matters exempted with the prior written approval of the Board of Directors or to activities that may be necessary in connection with reasonable and necessary repairs or maintenance of any Unit or the Community Facilities.

(b) Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Community Facilities unless accompanied by a responsible person and unless they are carried or leashed. All persons that bring pets upon the Community Facilities shall be responsible for the clean-up and proper disposal of any waste deposited on the Community Facilities by such pets. The Community Association shall not be liable for any loss, damage, or injury caused by any animal within or in the vicinity of the Property. Any person who keeps or maintains any pet upon any portion of the Property shall indemnify and hold harmless the Community Association and each Owner against any loss, damage, injury, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. Pets that are permitted to roam free or that are determined by the Board in its sole discretion to endanger the health and safety of any other Owner(s), make objectionable noise, or constitute a nuisance or inconvenience to any other Owner(s), shall be promptly removed from the Property upon request by the Board of Directors. The Board of Directors shall have the right to adopt or amend additional rules and regulations regarding pets, consistent with this subsection, as it may from time to time consider necessary or appropriate.

(c) No Owner shall make any private, exclusive or proprietary use of any of the Community Facilities except for such Owner’s Parking Unit(s), and no Owner shall engage or direct any employee of the Community Association on any private business of the Owner during the hours such employee is employed by the Community Association, nor shall any Owner direct, supervise or in any manner attempt to assert control over any employee of the Community Association.

Section 6.3. Vehicle and Parking Restrictions.

(a) (i) Except as otherwise provided in this Section 6.3(a) or elsewhere in this Declaration or as may be determined by the Board of Directors, the Parking Units shall be used for parking passenger cars, including sport utility vehicles (SUVs) and vans, and for no other purpose. No junk vehicle, commercial vehicle, truck (as defined by the Maryland Department of Motor Vehicles and/or by common usage and practice except for light pick-up trucks of three-quarter (3/4) ton capacity or less used for non-commercial purposes), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), trailer, mobile home, recreational vehicle, boat or other similar vehicles, machinery or equipment of any kind or character (except for such equipment and machinery as the Community Association may require in connection with the maintenance and operation of the Property) shall be kept in any Parking Unit or other area of the Property. Except for bona fide emergencies, repair of automobiles or other vehicles shall not be permitted within the Parking Garage or other areas of the Property.

(ii) Notwithstanding the provisions of subsection 6.3(a)(i) above, the Board of Directors may designate certain Parking Units, and certain Community Parking Spaces, that are exempt from some or all of the restrictions of this subsection, including, without limitation, parking spaces for use by commercial vehicles providing services to the Residential Units and/or Commercial Units or the Community Association.

(b) Parking within the Community Facilities shall be subject to the following restrictions:

(i) Any rules and regulations governing parking in the Community Facilities that may be adopted in accordance with Section 6.3(c) below, including, without limitation, involuntary removal of any vehicle violating the provisions of this Declaration and/or such rules and regulations.

(ii) The Board of Directors may designate any Community Parking Space as "reserved" for the exclusive use of guests or designated Owners.

(iii) No vehicle belonging to any Owner, or to any tenant, guest, invitee or family member of any Owner, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any adjoining parking space, including any Parking Unit.

(c) The Board of Directors is authorized to adopt and amend rules and regulations regarding parking and traffic control within the Property and the Parking Garage, provided such rules and regulations are not inconsistent with the provisions of this Declaration. Each Owner shall comply in all respects with such rules and regulations.

Section 6.4. Restriction on Transfer of Parking Units. Pursuant to Article V of the Land Condominium Declaration, all Parking Units may only be owned by and sold to Owners of Residential Units and/or Commercial Units, except for the Community Parking Spaces. All

Parking Units may only be leased, licensed or otherwise conveyed to Owners of Residential Units and/or Commercial Units or their tenants.

Section 6.5. **House Rules, Etc.** There shall be no violation of any reasonable rules for the use of the Community Facilities or “house rules” or other community rules and regulations not inconsistent with the provisions of this Declaration, including, without limitation, such rules that from time to time be adopted by the Board of Directors and promulgated among the membership by the Board in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules and regulations.

Section 6.6. **Architectural Controls.**

(a) No material addition, deletion, change or alteration to the exterior of any Buildings or other improvements located within the Property or to any other exterior portions of the Property (including, without limitation, a change in exterior color or exterior building materials or the construction of new buildings, walls, fences, or other structures) (collectively, “**Alterations**”) shall be made without the prior written approval of the Board of Directors of the exterior design and appearance of the Alterations in each instance. Such approval may be granted or withheld in the Board’s sole discretion. Prior to commencing the construction or installation of any Alterations, the Owner, Condominium or other party that proposes such Alteration (an “**Applicant**”) shall submit to the Board of Directors plans and specifications showing the proposed Alterations in reasonable detail. Following this submission, the Applicant shall promptly furnish to the Board of Directors such additional materials and information about the Alterations as the Board of Directors may request. The plans, specifications, materials and information called for under this subsection are collectively referred to as the “**Plans**”. All Plans submitted to the Board of Directors shall comply with the approved site plan for the Property, all applicable governmental requirements, and all matters of record affecting the Property (collectively, the “**Governing Standards**”). The Board of Directors does not have the authority to approve deviations from the Governing Standards. At the time of submission to the Board of Directors, the Applicant shall certify in writing that all submitted Plans conform to the Governing Standards. The Board’s review of the Plans is solely for its own purposes and the Board’s approval of the same shall not be construed as a representation or warranty by the Board of Directors of the structural or functional adequacy of any improvements or other features depicted in the Plans, the fitness of such improvements or features for any particular purpose, the conformity of such improvements or features to applicable zoning or building codes, restrictions of record, or other legal requirements or as to any other matter whatsoever.

(b) All Alterations constructed or installed by an Applicant shall be in accordance with the Governing Standards and with the Plans for such improvements approved in writing by the Board of Directors. Alterations constructed or installed by an Applicant that do not conform to the Governing Standards and approved Plans shall be removed, altered or replaced by the Applicant, at its sole cost, so that such improvements are made to conform to the same. The removal, alterations or replacements shall be completed within thirty (30) days after written demand by the Board of Directors. If, however, such work is not reasonably susceptible of being completed within the thirty (30) day period, the Applicant shall have such additional

time to complete the work as may be reasonable, provided that the Applicant commences the work within the thirty (30) day period, diligently prosecutes the work thereafter, and in all events completes the work within ninety (90) days after the Board's demand, subject to any delays due to force majeure.

(c) The Board of Directors shall have the right to enforce, by any proceeding at law and/or in equity, the covenants, terms and conditions of this Section 6.6. Such enforcement rights include, but are not limited to, the right of the Board of Directors to seek injunctive relief. If the Board of Directors successfully brings an action against an Applicant for breach of this Section 6.6 or to extinguish any violation of this Section 6.6 by such Applicant or otherwise enforce the provisions of this Section 6.6, then the Applicant shall pay all costs incurred by the Board of Directors arising out of such action, including, but not limited to, the Board's reasonable attorneys' fees and costs for the enforcement of any judgment for such action. All costs payable by an Applicant to the Board of Directors under this Section 6.6 shall be the personal obligation of such Applicant and a lien upon its portion of the Property, provided the requirements of the Maryland Contract Lien Act have been fulfilled.

(d) The Board's architectural review rights under this Section 6.6 may be delegated in whole or in part to an architectural review committee appointed by the Board.

Section 6.7. Exemptions. Unless expressly provided otherwise in this Article VI, none of the restrictions in this Article VI shall be applicable to the Community Association, its officers, employees and agents, in connection with the proper operation, maintenance, repair, replacement and improvement of the Community Facilities.

ARTICLE VII.

DECLARATION OF EASEMENTS AND RIGHTS

Section 7.1. Declaration of Easements and Rights. The following easements and rights are hereby declared or reserved:

(a) The Property is hereby subject to a non-exclusive, perpetual easement and right of passage, for the benefit of the Owners, for ordinary and reasonable pedestrian ingress and egress over, across and upon any elevators that may be part of a Condominium and any sidewalk or Walkway (as that term is defined herein) constructed within the Property and any connected corridors that may be part of a Condominium, that may reasonably be deemed to have been constructed or intended for pedestrian use.

(b) The rights and duties of the Community Association and the Condominium Associations with respect to all public and/or private utilities serving and/or benefiting all or any portion of the Property, including, without limitation, water, sewer, gas, electricity, cable television, telephones, storm drains, down spouts, yard drains, and all pipes, wires, cables, conduits, transmission lines and other related facilities and equipment (collectively, the "**Utilities**") shall be governed by the following:

(i) The Property is hereby subject to a non-exclusive perpetual easement and right of passage upon, across and under the Property, for the benefit of the Community Association and each Condominium Association, for the installation, maintenance, repair, replacement, inspection, operation and use of all Utilities. The Community Association and each Condominium Association shall have the right, and they are hereby granted an easement and right of passage to the extent necessary, to enter upon or have a utility company enter upon any portion of the Property in which the Utilities lie to inspect, repair, replace and generally maintain such Utilities.

(ii) The right granted in subsection (i) above shall be only to the extent necessary to entitle parties serviced by the Utilities to their full and reasonable use and enjoyment, and provided further that anyone exercising such right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(iii) The Property is hereby subject to a non-exclusive perpetual easement and right of passage upon, across and under the Property for the drainage and discharge of water from any storm drain or down spout situated within the Property, and no Owner or Condominium Association shall cause or permit any alteration or obstruction to such drainage or flow of water to the detriment of any portion of the Property.

(c) The Community Association shall have an easement to enter any portion of the Property for the performance of its duties or exercise of its rights under this Declaration, including, without limitation, all easements reasonably necessary across, on, over and within all Parking Units in order for the Community Association to perform its maintenance obligations with respect to the Parking Units.

(d) A mutual right and easement for utility services is hereby established for the benefit of all Owners, such that no Owner shall take any action which would in any way interfere with utility services being provided to other Owners within the Property. If a Residential Unit and/or Commercial Unit contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners within the Property, then the Owner of such Residential Unit and/or Commercial Unit shall promptly, at such Owner's expense, repair any damage to such utilities caused by the Owner, or such Owner's tenants, lessees, agents, guests, invitees, licensees or family members.

(e) The Community Association is hereby granted a non-exclusive easement and right of passage on, through, over, under and across the Property to maintain, repair and replace any storm water management area or facilities situated within the Property, including, without limitation, drainage pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any.

(f) The Community Association is hereby granted a non-exclusive easement and right of passage on, through, over, under and across any Condominium Common Elements

to perform such functions and operations as the Board of Directors may be authorized or empowered to carry out within the Condominium Common Elements pursuant to this Declaration, Condominium Governing Documents, or by agreement between the Community Association and a Condominium Association, including, without limitation, any maintenance responsibilities as may now or hereafter be assumed by the Board of Directors with respect to such Condominium Common Elements. However, this easement shall not authorize or empower the Board of Directors to assume any maintenance responsibilities with respect to the interior of any Residential Unit and/or Commercial Unit. The Community Association shall have all rights and privileges as may be reasonably necessary to the exercise of the foregoing easement. The Community Association shall take reasonable steps to minimize any damage to any Condominium as a result of the exercise of such easement and the Community Association shall restore as nearly as possible any Condominium Common Elements to their original condition if there is any damage to such Condominium Common Elements as a result of the exercise of such easement.

Section 7.2. ***Community Association Easements.*** The Board of Directors shall have the right to grant easements, rights-of-way, licenses and similar interests over any part of the Community Facilities for any lawful purpose which the Board determines, in its sole discretion, to be in the best interests of the Community Association.

ARTICLE VIII. **MAINTENANCE**

Section 8.1. ***Community Association Maintenance.***

(a) The Community Association shall operate, maintain, repair and replace the Community Facilities and keep such items in good order at all times. This obligation shall include, without limitation, (i) the maintenance, repair and, as necessary, replacement of the Parking Units, (ii) the maintenance, repair and, as necessary, replacement of any private roadways within the Community Facilities, (iii) the maintenance, repair and, as necessary, replacement of any sidewalks and Walkways within the Community Facilities, (iv) the removal of accumulated snow and ice from within all private roadways and parking areas within the Community Facilities, (v) the operation, maintenance, repair and, as necessary, replacement of all recreational facilities comprising part of the Community Facilities, and (vi) the trimming, mowing, watering, and other maintenance of all landscaped areas comprising part of the Community Facilities so as to keep the same in good and attractive condition. Further, the Community Association shall maintain, repair and replace (A) any rights-of-way, entry strips, signage, and entrance features or improvements that are situated within or appurtenant to and serve the Property and that the Community Association is otherwise obligated to maintain, including, without limitation, any landscaping and other flora and improvements situated thereon, and (B) any other real and personal property, facilities and equipment as the Community Association is obligated or elects to maintain pursuant to this Declaration, or any lease, easement or agreement, or the direction of any governmental authority or agency. The expenses of all such operation, maintenance, repair and replacement shall be Common Expenses of the Community

Association, including, but not limited to, reserves for the maintenance, repair and replacement of any such property or improvements.

(b) The Community Association shall be responsible for the maintenance, repair and replacement of any storm water management area or facilities situated within the Community Facilities, including, without limitation, any drainage pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities. The Community Association shall also be responsible for the maintenance, repair and replacement of any storm water management area or facilities that serve and/or benefit the Property whether or not located within the Community Facilities if the Community Association is responsible for doing so pursuant to any easement, agreement or the direction of any governmental authority or agency. Such responsibility may be in the form of contributing the Community Association's share of the maintenance costs of any storm water management area, facility or equipment pursuant to an easement or agreement, which maintenance costs shall be Common Expenses of the Community Association. The Board of Directors may enter into any such easements or other agreements as the Board may deem necessary or desirable for purposes of allocating or sharing the costs associated with the maintenance of any storm water management areas, facilities or equipment that serve or benefit the Property.

Section 8.2. Condominium Common Elements. The Condominium Common Elements shall be maintained by each Condominium Association in accordance with its Condominium Governing Documents, provided, however, that a Condominium Association may elect to assign or delegate any or all of its maintenance responsibilities regarding the Condominium Common Elements to the Community Association, subject to the written acceptance of any such assignment or delegation by the Board of Directors. In such event, all costs incurred by the Community Association in connection with maintenance of Condominium Common Elements shall be assessed by the Community Association against the appropriate Condominium Association, subject to Section 5.13 of this Declaration.

Section 8.3. Additional Maintenance Responsibilities. The Community Association may, in the discretion of the Board of Directors, provide additional services and/or assume additional maintenance responsibilities with respect to all or any portion of the Property. In such event, all costs of such services and/or maintenance shall be assessed only against those Owners receiving the additional services in such amounts as the Board reasonably determines. This assumption of responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service or maintenance then being provided is not consistent with the Community-Wide Standard.

ARTICLE IX. **INSURANCE**

Section 9.1. Required Coverage.

(a) The Board of Directors shall cause to be maintained a policy of property insurance covering the Community Facilities (including, without limitation, the Parking Units) and any property required to be insured by the Community Association pursuant to any easement or lease agreement (except land, foundation, excavation and other items normally excluded from coverage), including fixtures and building service equipment to the extent that they are a part of the Community Facilities of the Community Association or such other property which the Community Association may insure, as well as common personal property and supplies.

(b) The Community Association's property insurance policy shall be so-called "special form", affording protection against loss or damage by fire and all other perils normally covered by "all risk" insurance, and shall name the Community Association as a named insured. The insurance should cover one hundred percent (100%) of the current replacement cost (less a reasonable deductible) of the insured property, excluding foundations, excavations and other items that are usually excluded from such insurance coverage. Unless a higher maximum amount is required pursuant to the law of the State of Maryland, the maximum deductible amount for coverage of the Community Facilities is the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the policy face amount. The funds to cover this deductible amount should be included in the Community Association's operating reserve account.

(c) Each property insurance policy must be written by a property insurance carrier which has a current rating by the Best's Key Rating Guide of B/III or better (or its equivalent). Each insurer must be specifically licensed or authorized by law to transact business within the State of Maryland. The policy contract shall provide that no assessment may be made against a Mortgagee and that any assessment made against others may not become a lien on a Unit superior to a First Mortgage.

(d) The property insurance policy must provide that the insurance carrier shall notify the Community Association and each Mortgagee named in the Mortgagee clause in writing at least thirty (30) days before it cancels or substantially changes the Community Association's coverage. In addition, each Eligible Mortgagee shall receive timely written notice of any lapse, material modification or cancellation of any insurance policy covering the Community Facilities.

(e) All policies of property insurance must contain or have attached the standard Mortgagee clause commonly accepted by Institutional Mortgagees in the area in which the mortgaged premises are located. The following endorsements are also required: (i) an Inflation Guard Endorsement (if reasonably available); (ii) a Construction Code Endorsement if the Community Facilities are subject to a construction code provision that would become operative and require changes to undamaged portions of any structures, even when only part of a structure is destroyed by an insured hazard or peril, and (iii) a Steam Boiler and Machinery Coverage Endorsement if any structure within the Community Facilities has central heating or cooling, which shall provide for the insurer's minimum liability per accident per location to be at least equal to the lesser of Two Million Dollars (\$2,000,000.00) or the insurable value of the structure(s) housing the boiler or machinery.

(f) If the Community Facilities are located in a Special Flood Hazard Area designated as A, AE, AH, AO, AI-30, A-99, V, VE, or V1-30 on a Flood Insurance Rate Map, the Community Association must maintain a “master” or “blanket” policy of flood insurance on the Community Facilities. The amount of flood insurance shall be at least equal to the lesser of one hundred percent (100%) of the insurable value of all structures and improvements situated in such Special Flood Hazard Area or the maximum coverage available under the applicable National Flood Insurance Administration program. Unless a higher deductible amount is required under the laws of the State of Maryland, the maximum deductible amount for flood insurance policies shall be the lesser of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the policy’s face amount. The funds to cover this deductible amount should be included in the Community Association’s operating reserve account.

(g) The Board of Directors shall cause to be maintained commercial general liability insurance covering all of the Community Facilities and any other areas that are under the Community Association’s supervision. The policy shall also cover any commercial space owned by the Community Association, even if such space is leased to others. The policy shall provide coverage for bodily injury (including death) and property damage that results from the operation, maintenance or use of the Community Facilities. Such insurance policy shall contain a “severability of interest” endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Community Association or other Owners. Liability coverage shall be at least Three Million Dollars (\$3,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00), annual aggregate, combined single limit, for bodily injury and property damage. Such limits may be increased by the Board of Directors from time to time as economic conditions warrant and to conform to limits then customarily maintained in similar projects. The Board of Directors shall also cause to be maintained, in such limits as it determines, liability insurance protecting against any liability that may result from lawsuits related to employment contracts to which the Community Association is a party. The liability policies must provide that the insurance carrier shall notify the Community Association in writing at least thirty (30) days before it cancels or substantially modifies the Community Association’s coverage.

(h) Community Association insurance policies covering the Parking Units shall name the Owners of the Parking Units and Mortgagees of Parking Units as additional insureds, as their interests may appear. In addition, all Community Association insurance policies shall identify the Land Condominium and its board of directors as additional insureds.

Section 9.2. Fidelity Coverage. To the extent reasonably available, blanket fidelity insurance may be maintained by the Board of Directors for all officers, directors, managers, trustees, employees and volunteers of the Community Association and all other persons handling or responsible for funds held or administered by the Community Association, whether or not they receive compensation for their services. Where the Board of Directors has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent shall be covered by its own fidelity insurance policy which must provide the same coverage as fidelity insurance maintained by the Board of Directors. Except for fidelity insurance that a management agent obtains for its personnel, all other fidelity insurance policies should name the Community Association as the insured and should have their premiums paid as

a Common Expense by the Community Association. Fidelity insurance obtained by a management agent shall name the Community Association as an additional insured. The total amount of fidelity coverage required should be sufficient to cover the maximum funds (including reserve funds) that will be in the custody of the Community Association or management agent at any time while the fidelity insurance policy is in force, and should at least equal the sum of three (3) months aggregate Assessments on all Units within the Community Association, plus any reserves. Fidelity insurance policies should contain waivers by the insurers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The fidelity insurance policies should provide that they cannot be canceled or materially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Community Association.

Section 9.3. Repair and Reconstruction of Community Facilities After Fire or Other Casualty. In the event of damage to or destruction of any portion of the Community Facilities covered by insurance payable to the Community Association as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration thereof, and shall have the right and obligation to disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, as appropriate. Promptly after a casualty causing damage or destruction of any portion of the Community Facilities for which the Community Association has the responsibility of maintenance, repair, and/or replacement, the Board of Directors shall obtain reliable and detailed estimates of the cost to restore the damaged portions of the Community Facilities to as good a condition as existed prior to the casualty. Such costs may include, without limitation, professional fees and premiums for such bonds as the Board of Directors may desire. The Community Association shall be unequivocally obligated to repair and restore the Parking Garage upon the occurrence of any casualty regardless of the insurance coverage for such casualty. Each Owner of a Parking Unit hereby assigns to the Community Association all right, title, and interest such Owner may have in and to any and all insurance proceeds payable with respect to damage to or destruction of the Parking Garage and the Community Association shall have the sole right and authority to adjust and settle all claims under the property insurance maintained by the Community Association covering the Parking Garage. Although the foregoing assignment and grant of rights to the Community Association shall be self-operative, each Owner of a Parking Unit shall promptly execute and deliver to the Community Association such documents confirming the rights of the Community Association with respect to such insurance as the Community Association may reasonably request.

Section 9.4. Single or Combined Policies. The insurance required by this Article IX may be obtained by the Community Association individually or in conjunction with any or all of the Condominiums through a joint master policy, so long as the premiums are equitably apportioned, the Board of Directors determines that the jointly obtained policies are commercially reasonable and beneficial to the Community Association, and the Board of Directors shall be authorized, upon any renewal period, to maintain the jointly obtained insurance policies or to obtain individual policies for the Community Association.

ARTICLE X. **MANAGEMENT**

Section 10.1. Management Agent. As more particularly set forth in Section 3.13 of the Bylaws of each of the Condominiums, the Condominiums Boards may employ one or more professional, experienced condominium management agents to oversee the operation of all or a portion of the Condominiums. The Board of Directors shall employ for the Community Association a professional management agent or manager at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing, including, but not limited to, those enumerated in this Section 10.1. As there may be benefits and economies to jointly contracting for management services for the Overall Development, the Board of Director shall be authorized, but not required, to jointly contract for management services outlined in this Article X with the Condominiums if the Board of Directors determines that such joint contracting is commercially reasonable and beneficial to the Community Association. In such event, the management charges shall be equitably apportioned among the Community Association and the Condominiums:

(a) to establish (with the approval of the Board of Directors) and provide for the collection of the Assessments provided for in this Declaration and to provide for the enforcement of liens for Assessments in a manner consistent with the law and the provisions of this Declaration; and

(b) to provide for the care, upkeep, and maintenance of the Community Facilities; and

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Community Facilities; and

(d) to promulgate (with the approval of the Board of Directors) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Community Facilities; and

(e) to provide such other services (including legal and accounting services) for the Community Association as may be consistent with law and the provisions of this Declaration.

Section 10.2. Duration of Management Agreement.

Any management agreement entered into by the Community Association shall provide, among other things, that such agreement may be terminated for cause by either party upon thirty (30) days written notice to the other party. The term of any such management agreement shall not exceed one (1) year. However, the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1)-year periods.

ARTICLE XI.
GENERAL PROVISIONS

Section 11.1. Community Facilities Responsibilities. The Community Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Community Facilities and any property, real or personal, for which the Community Association is delegated the responsibility pursuant to any easement or lease agreement, and all improvements thereon (including, without limitation, furnishings and equipment related thereto, private drainage facilities and common landscaped areas), and shall keep the Community Facilities and such other property in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions of this Declaration.

Section 11.2. Personal Property and Real Property for Common Use. The Community Association may acquire, lease, hold, and dispose of tangible and intangible personal property and real property, subject to the requirements of this Declaration.

Section 11.3. Implied Rights. The Community Association may exercise any right or privilege granted to the Community Association expressly by this Declaration, the Articles of Incorporation, the Bylaws, or any lease, easement or other agreement or document affecting the Community Association, as well as every other right or privilege reasonably to be implied from the existence of any right or privilege granted to the Community Association in this Declaration or reasonably necessary to effectuate any such right or privilege.

Section 11.4. Limitation of Liability. The Community Association shall not be liable for any failure of any services to be obtained by the Community Association or paid for through Assessments, or for injury or damage to persons or property caused by the elements or resulting from water which may leak or flow from any portion of the Community Facilities or other property within the control or supervision of the Community Association, or from any wire, pipe, drain, conduit or the like. The Community Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of items within the Community Facilities or other property within the control or supervision of the Community Association. No diminution or abatement of Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Community Facilities or other property within the control or supervision of the Community Association, or from any action taken by the Community Association to comply with any of the provisions of this Declaration, with any law or ordinance, or with the order or directive of any municipal or other governmental authority.

Section 11.5. Enforcement. The Community Association, any Owner, or any Mortgagee shall have the right to enforce, by any proceeding at law and/or in equity, the restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed pursuant to the Governing Documents. Failure by any of the foregoing parties to enforce any provision of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or

breach of any of the within covenants or restrictions or any provision of the Governing Documents cannot be adequately remedied exclusively by action at law or by recovery of damages. If the Community Association, any Owner, or any Mortgagee successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Governing Documents, the costs of such action, including legal fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such costs shall also be a lien upon the Unit of such Owner, provided that the requirements of the Maryland Contract Lien Act are substantially fulfilled.

Section 11.6. Fines. In addition to the means for enforcement provided elsewhere in this Declaration, the Community Association shall have the right to levy fines against an Owner or such Owner's guests, relatives, lessees or invitees, in the manner set forth in this Section 12.6, and such fines shall be collectible in the same manner as any other Assessment such that the Community Association shall have a lien against the Unit of such Owner as provided in the Governing Documents and such fine(s) shall also become the binding personal obligation of such Owner.

(a) The Board of Directors or the Covenant Committee shall be charged with determining whether there is probable cause that any of the provisions of the Governing Documents regarding the use of the Units, Community Facilities or other Community Association property are being or have been violated. In the event that the Board of Directors or the Covenant Committee determines an instance of such probable cause, the Board or the Covenant Committee shall provide written notice to the person alleged to be in violation, and the Owner of the Residential Unit and/or Commercial Unit which that person occupies or is visiting if such person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors or the Covenant Committee upon a request made within five (5) days of the sending of such notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense subject to a separate fine not to exceed a reasonable amount established by the Board for each offense. The amount of the fine shall be based upon the costs and inconvenience caused to the Community Association and shall not be a penalty. The notice shall also specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that the violation will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate the enforcement activity of the Community Association with regard to such violation.

(b) If a hearing is timely requested, the Board of Directors or the Covenant Committee shall hold the same and shall hear any and all defenses to the charges, including any witnesses that the alleged violator, Owner, the Board of Directors or the Covenant Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors or the Covenant Committee

shall determine whether there is sufficient evidence of a violation or violations. If the Board of Directors or the Covenant Committee determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided in this Declaration.

(d) A fine pursuant to this Section 11.6 shall be assessed against the Residential Unit and/or Commercial Unit which the violator occupied or was visiting at the time of the violation, whether or not the violator is an Owner of that Residential Unit or Commercial Unit, and shall be collectible in the same manner as any other Assessment, including by the Community Association's lien rights as provided in the Governing Documents. Nothing in this Declaration shall be construed to interfere with any right that an Owner may have to obtain payment of the amount of any fine(s) assessed against his or her Residential Unit or Commercial Unit from a violator occupying or visiting such Residential Unit or Commercial Unit.

(e) Nothing in this Declaration shall be construed as a prohibition of or limitation on the right of the Community Association to pursue any other means of enforcement of the provisions of the Governing Documents, including, but not limited to, legal action for damages or injunctive relief.

Section 11.7. Severability. Invalidation of any one of the covenants, conditions, restrictions, or other provisions of this Declaration by judgment or court order shall in no way affect any other provisions of this Declaration, which shall remain in full force and effect.

Section 11.8. Duration and Amendment. All covenants, conditions and restrictions set forth in this Declaration shall run with and bind the land and shall be perpetual unless expressly stated otherwise in this Declaration. Except as otherwise provided in this Declaration, this Declaration may be amended by an instrument signed by or on the affirmative vote of Owners entitled to cast not less than seventy-five percent (75%) of the total votes in the Community Association. Any amendment must be recorded in the Land Records.

Section 11.9. Casualty Losses. In the event of substantial damage or destruction to any of the Community Facilities, the Board of Directors shall give prompt written notice of such damage or destruction to the Eligible Mortgagees who hold First Mortgages of record on affected Units. No provision of the Governing Documents shall entitle any Owner to any priority over the holder of any First Mortgage of record on such Owner's Unit with respect to the distribution to such Owner of any insurance proceeds paid or payable on account of any damage or destruction of any of the Community Facilities.

Section 11.10. Condemnation or Eminent Domain. In the event any part of the Community Facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors shall give prompt written notice of any such proceeding or proposed acquisition to the Eligible Mortgagees who hold First Mortgages of record on affected Units. No provision of the Governing Documents shall entitle any Owner to any priority over the holder of any First Mortgage of record on such Owner's Unit with respect to the distribution to such Owner of the

proceeds of any condemnation or settlement relating to a taking of any of the Community Facilities.

Section 11.11. Notice to Eligible Mortgagees; Deemed Consent.

(a) The Community Association shall give prompt written notice to each Eligible Mortgagee of (and each Owner hereby consents to, and authorizes such notice):

(i) Any condemnation loss or any casualty loss which affects a material portion of the Community Facilities or any Unit subject to a First Mortgage or security interest held, insured, or guaranteed by such Eligible Mortgagee.

(ii) Any delinquency in the payment of Assessments or other charges of the Community Association owed by an Owner whose Unit is subject to a First Mortgage or security interest held, insured, or guaranteed, by such Eligible Mortgagee which remains uncured for a period of sixty (60) days.

(iii) Any lapse, cancellation, or material modification of any insurance policy or fidelity coverage maintained by the Community Association.

(iv) Any other matter with respect to which Eligible Mortgagees are entitled to notice or to give their consent as provided in this Declaration.

(b) To be entitled to receive notice of the matters in Section 12.12(a) above, the Eligible Mortgagee must send a written request to the Community Association, stating both its name and address and the Unit designation or address of the Unit on which it has (or insures or guarantees) a First Mortgage. Any Eligible Mortgagee that is notified of any matter for which it is entitled to notice under this Section 12.12 (such notice to be delivered by certified or registered mail, return receipt requested), and that fails to respond within thirty (30) days of receipt of such notice shall be deemed to have consented, if applicable, to the matter of which the Eligible Mortgagee was provided notice. In addition, to the extent the Community Association seeks the consent of any other Mortgagee for any matter, notice of such matter shall be delivered by certified or registered mail, return receipt requested to such Mortgagee and if such Mortgagee fails to respond within sixty (60) days of receipt of such notice, such Mortgagee shall be deemed to have consented, if applicable, to the matter of which the Mortgagee was provided notice.

Section 11.12. Taxes and Assessments. It is the intent of this Declaration that inasmuch as the interests of each Owner of a Residential Unit and/or Commercial Unit to use and enjoy the Community Facilities (and any other property to which such Owner may have a right of use and enjoyment) and of each Owner of a Parking Unit to use the Community Facilities within the Parking Garage are interests in real property appurtenant to the Residential Units, Commercial Units and Parking Units, respectively, the value of the interest of each Owner of a Unit in the Community Facilities (or other property) shall be included in the Assessment for each such Unit. As a result, it is intended that any Assessment directly against the Community Facilities (or other

property for which the Community Association is responsible) be of a nominal nature reflecting that the full value of the same should be included in the Assessment of the various Units.

Section 11.13. No Dedication to Public Use. Nothing in this Declaration shall be construed as a dedication to public use or as an acceptance for maintenance of any Community Facilities by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Community Facilities.

Section 11.14. Condominium Disputes.

Notwithstanding any provision of the Governing Documents to the contrary, the Community Association shall have no authority or standing whatsoever to sue, complain, intervene, pursue or otherwise participate with respect to any right, claim, demand, action, cause of action, controversy or other matter of any kind or nature whatsoever, whether at law, in equity, or otherwise, accruing to or for the benefit of, or otherwise exercisable by or on behalf of, a Condominium Association or any Owner of a Residential Unit and/or Commercial Unit within a Condominium, whether contractual, statutory, or otherwise, including, without limitation, any such claim regarding the development, design, construction or warranty of the Residential Units, Commercial Units, and/or the Condominium Common Elements within the Condominium. The Community Association shall not otherwise directly or indirectly support, encourage or promote any such claim.

Section 11.15. Combined Residential Units and/or Commercial Units. Unless otherwise approved in writing by the Board of Directors, if any Residential Units and/or Commercial Units within a Condominium are at any time combined into a single Unit, the Owner of such combined Residential Units and/or Commercial Units shall continue to pay Assessments and shall have the same number of votes in the Community Association as would have been applicable had such Residential Units and/or Commercial Units not been combined.

Section 11.16. Perpetuities. If any of the covenants, restrictions, or other provisions of this Declaration shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 11.17. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural, and vice versa.

Section 11.18. Conflict. In the event of any conflict between this Declaration and/or the Articles of Incorporation or the Bylaws, the provisions of this Declaration shall control.

Section 11.19. Exhibits. All Exhibits attached to this Declaration are made a part of this Declaration and are incorporated into this Declaration by reference.

Exhibit "A"

Description of the Property

The land known as "Parcel, Block Q, Kentlands Retail Area 2" as shown on a subdivision record plat entitled "Plat 93, Kentlands Retail Area 2, Parcel H, Block Q and recorded among the Land Records of Montgomery County, Maryland as Plat 19300 and as further shown on the Condominium Plat entitled "The Colonnade Land Condominium" recorded among the Land Records of Montgomery County, Maryland at Plat Numbers 8920-8925.

Exhibit "B"

Plan Showing the Overall Development

Exhibit "C"

Annual Assessment Allocations

The Annual Assessments of the Community Association shall be allocated as follows:

Residential Units: Ninety-one percent (91%) of the total Annual Assessments of the Community Association shall be allocated to the Residential Units. Each Owner of a Residential Unit shall pay a pro-rata share of such Annual Assessments allocated to the Residential Units. Such pro-rata share shall be calculated based upon Unit type (1 bedroom, 2 bedroom or 3 bedroom, as described on the attached Schedule of Residential Units) as the following fractions; for 1 bedroom Residential Units, the numerator of which is .72 and the denominator of which is the total number of Residential Units in the Community Association; for 2 bedroom Residential Units, the numerator of which is 1.155 and the denominator of which is the total number of Residential Units in the Community Association; and for 3 bedroom Residential Units, the numerator of which is 1.36 and the denominator of which is the total number of Residential Units in the Community Association.

Parking Units: Five percent (5%) of the total Annual Assessments of the Community Association shall be allocated to the Parking Units. Each Owner of a Parking Unit shall pay a pro-rata share of such Annual Assessments allocated to the Parking Units. Such pro-rata share shall be calculated as a fraction, the numerator of which is 1 and the denominator of which is the total number of Parking Units in the Community Association.

Commercial Units: Four percent (4%) of the total Annual Assessments of the Community Association shall be allocated to the Commercial Units. Each Owner of a Commercial Unit shall pay a pro-rata share of such Annual Assessments allocated to the Commercial Units. Such pro-rata share for any Commercial Unit shall be calculated as a fraction, the numerator of which is the total square feet of such Commercial Unit and the denominator of which is the total square feet of all Commercial Units in the Community Association. The square feet of the Commercial Units as shown on the plats of condominium for the Commercial Units shall be used for purposes of determining each Commercial Unit's share of Annual Assessments in accordance with this Section.

Schedule of Residential Units

Condominium 1 at the Colonnade		
Address and Building	Unit #	Unit Type
7 Booth Street/300A	101	3 BR
7 Booth Street/300A	102	3 BR
7 Booth Street/300A	103	2 BR
7 Booth Street/300A	104	2 BR
7 Booth Street/300A	105	1 BR
7 Booth Street/300A	106	2 BR
7 Booth Street/300A	107	1 BR
7 Booth Street/300A	108	1 BR
7 Booth Street/300A	109	1 BR
7 Booth Street/300A	110	2 BR
7 Booth Street/300A	111	1 BR
7 Booth Street/300A	201	3 BR
7 Booth Street/300A	202	3 BR
7 Booth Street/300A	203	2 BR
7 Booth Street/300A	204	2 BR
7 Booth Street/300A	205	1 BR
7 Booth Street/300A	206	2 BR
7 Booth Street/300A	207	1 BR
7 Booth Street/300A	208	1 BR
7 Booth Street/300A	209	1 BR
7 Booth Street/300A	210	2 BR
7 Booth Street/300A	211	1 BR
7 Booth Street/300A	301	3 BR
7 Booth Street/300A	302	3 BR
7 Booth Street/300A	303	3 BR
7 Booth Street/300A	304	2 BR
7 Booth Street/300A	305	1 BR
7 Booth Street/300A	306	2 BR
7 Booth Street/300A	307	1 BR
7 Booth Street/300A	308	1 BR
7 Booth Street/300A	309	1 BR
7 Booth Street/300A	310	2 BR
7 Booth Street/300A	311	1 BR
7 Booth Street/300A	401	3 BR
7 Booth Street/300A	402	3 BR
7 Booth Street/300A	403	3 BR
7 Booth Street/300A	404	2 BR
7 Booth Street/300A	405	1 BR
7 Booth Street/300A	406	2 BR
7 Booth Street/300A	407	1 BR
7 Booth Street/300A	408	1 BR
7 Booth Street/300A	409	1 BR
7 Booth Street/300A	410	2 BR
7 Booth Street/300A	411	1 BR
7 Granite Place/200A	113	1 BR

Condominium 1 at the Colonnade

Address and Building	Unit #	Unit Type
7 Granite Place/200A	114	2 BR
7 Granite Place/200A	115	1 BR
7 Granite Place/200A	116	2 BR
7 Granite Place/200A	117	1 BR
7 Granite Place/200A	213	1 BR
7 Granite Place/200A	214	2 BR
7 Granite Place/200A	215	1 BR
7 Granite Place/200A	216	2 BR
7 Granite Place/200A	217	1 BR
7 Granite Place/200A	218	3 BR
7 Granite Place/200A	219	2 BR
7 Granite Place/200A	313	1 BR
7 Granite Place/200A	314	2 BR
7 Granite Place/200A	315	1 BR
7 Granite Place/200A	316	2 BR
7 Granite Place/200A	317	1 BR
7 Granite Place/200A	318	3 BR
7 Granite Place/200A	319	2 BR
7 Granite Place/200A	413	1 BR
7 Granite Place/200A	414	2 BR
7 Granite Place/200A	415	1 BR
7 Granite Place/200A	416	2 BR
7 Granite Place/200A	417	1 BR
7 Granite Place/200A	418	3 BR
7 Granite Place/200A	419	2 BR

Condominium 2 at the Colonnade

Address & Building	Unit #	Unit Type
8 Granite Place/100A	261	2 BR
8 Granite Place/100A	262	3 BR
8 Granite Place/100A	263	1 BR
8 Granite Place/100A	264	1 BR
8 Granite Place/100A	265	3 BR
8 Granite Place/100A	266	3 BR
8 Granite Place/100A	361	2 BR
8 Granite Place/100A	362	3 BR
8 Granite Place/100A	363	1 BR
8 Granite Place/100A	364	1 BR
8 Granite Place/100A	365	3 BR
8 Granite Place/100A	366	3 BR
8 Granite Place/100A	461	2 BR
8 Granite Place/100A	462	3 BR
8 Granite Place/100A	463	1 BR
8 Granite Place/100A	464	1 BR
8 Granite Place/100A	465	3 BR
8 Granite Place/100A	466	3 BR

Condominium 3 at the Colonnade

Address & Building	Unit #	Unit Type
23 Arch Place/100B	172	2 BR
23 Arch Place/100B	270	1 BR
23 Arch Place/100B	272	3 BR
23 Arch Place/100B	273	2 BR
23 Arch Place/100B	274	2 BR
23 Arch Place/100B	370	2 BR
23 Arch Place/100B	372	2 BR
23 Arch Place/100B	374	1 BR
23 Arch Place/100B	375	2 BR
23 Arch Place/100B	376	3 BR
23 Arch Place/100B	377	2 BR
23 Arch Place/100B	378	2 BR
23 Arch Place/100B	379	2 BR
23 Arch Place/100B	470	2 BR
23 Arch Place/100B	472	2 BR
23 Arch Place/100B	474	1 BR
23 Arch Place/100B	475	2 BR
23 Arch Place/100B	476	3 BR
23 Arch Place/100B	477	2 BR
23 Arch Place/100B	478	2 BR
23 Arch Place/100B	479	2 BR
11 Arch Place/200B	134	2 BR
11 Arch Place/200B	136	2 BR
11 Arch Place/200B	138	1 BR
11 Arch Place/200B	234	2 BR
11 Arch Place/200B	236	2 BR
11 Arch Place/200B	238	2 BR
11 Arch Place/200B	240	1 BR
11 Arch Place/200B	336	2 BR
11 Arch Place/200B	368	2 BR
11 Arch Place/200B	371	1 BR
11 Arch Place/200B	373	2 BR
11 Arch Place/200B	436	2 BR
11 Arch Place/200B	468	2 BR
11 Arch Place/200B	471	1 BR
11 Arch Place/200B	473	2 BR
3 Arch Place/300B	122	2 BR
3 Arch Place/300B	124	1 BR
3 Arch Place/300B	125	1 BR
3 Arch Place/300B	126	1 BR
3 Arch Place/300B	127	1 BR
3 Arch Place/300B	128	1 BR
3 Arch Place/300B	130	1 BR
3 Arch Place/300B	132	1 BR
3 Arch Place/300B	222	2 BR

Condominium 3 at the Colonnade

Address & Building	Unit #	Unit Type
3 Arch Place/300B	224	1 BR
3 Arch Place/300B	225	1 BR
3 Arch Place/300B	226	1 BR
3 Arch Place/300B	227	1 BR
3 Arch Place/300B	228	1 BR
3 Arch Place/300B	230	1 BR
3 Arch Place/300B	232	1 BR
3 Arch Place/300B	324	3 BR
3 Arch Place/300B	325	1 BR
3 Arch Place/300B	326	1 BR
3 Arch Place/300B	327	1 BR
3 Arch Place/300B	328	1 BR
3 Arch Place/300B	330	1 BR
3 Arch Place/300B	332	1 BR
3 Arch Place/300B	334	1 BR
3 Arch Place/300B	424	3 BR
3 Arch Place/300B	425	1 BR
3 Arch Place/300B	426	1 BR
3 Arch Place/300B	427	1 BR
3 Arch Place/300B	428	1 BR
3 Arch Place/300B	430	1 BR
3 Arch Place/300B	432	1 BR
3 Arch Place/300B	434	1 BR
400A	120	3 BR
400A	121	2 BR
400A	123	2 BR
400A	220	3 BR
400A	221	2 BR
400A	223	3 BR
400A	321	2 BR
400A	322	3 BR
400A	323	3 BR
400A	421	2 BR
400A	422	3 BR

Condominium 4 at the Colonnade

Address & Building	Unit #	Unit Type
16 Granite Place/500	173	2 BR
16 Granite Place/500	174	2 BR
16 Granite Place/500	175	1 BR
16 Granite Place/500	176	2 BR
16 Granite Place/500	178	1 BR
16 Granite Place/500	180	3 BR
16 Granite Place/500	181	2 BR
16 Granite Place/500	182	2 BR
16 Granite Place/500	183	2 BR
16 Granite Place/500	184	2 BR
16 Granite Place/500	275	2 BR
16 Granite Place/500	276	2 BR
16 Granite Place/500	277	1 BR
16 Granite Place/500	278	1 BR
16 Granite Place/500	279	1 BR
16 Granite Place/500	280	2 BR
16 Granite Place/500	282	1 BR
16 Granite Place/500	283	2 BR
16 Granite Place/500	284	3 BR
16 Granite Place/500	286	2 BR
16 Granite Place/500	287	2 BR
16 Granite Place/500	288	2 BR
16 Granite Place/500	380	2 BR
16 Granite Place/500	381	2 BR
16 Granite Place/500	382	1 BR
16 Granite Place/500	383	1 BR
16 Granite Place/500	384	2 BR
16 Granite Place/500	385	1 BR
16 Granite Place/500	386	1 BR
16 Granite Place/500	388	3 BR
16 Granite Place/500	389	2 BR
16 Granite Place/500	390	2 BR
16 Granite Place/500	480	2 BR
16 Granite Place/500	481	2 BR
16 Granite Place/500	482	1 BR
16 Granite Place/500	483	1 BR
16 Granite Place/500	484	2 BR
16 Granite Place/500	485	1 BR
16 Granite Place/500	486	1 BR
16 Granite Place/500	488	3 BR
16 Granite Place/500	489	2 BR
16 Granite Place/500	490	2 BR
17 Granite Place/500	190	1 BR
17 Granite Place/500	191	2 BR
17 Granite Place/500	192	1 BR

Condominium 4 at the Colonnade

Address & Building	Unit #	Unit Type
17 Granite Place/500	193	1 BR
17 Granite Place/500	290	1 BR
17 Granite Place/500	291	2 BR
17 Granite Place/500	292	1 BR
17 Granite Place/500	293	1 BR
17 Granite Place/500	392	2 BR
17 Granite Place/500	393	2 BR
17 Granite Place/500	394	2 BR
17 Granite Place/500	395	2 BR
17 Granite Place/500	396	1 BR
17 Granite Place/500	397	2 BR
17 Granite Place/500	398	1 BR
17 Granite Place/500	399	1 BR
17 Granite Place/500	492	2 BR
17 Granite Place/500	493	2 BR
17 Granite Place/500	494	2 BR
17 Granite Place/500	495	2 BR
17 Granite Place/500	496	1 BR
17 Granite Place/500	497	2 BR
17 Granite Place/500	498	1 BR
17 Granite Place/500	499	1 BR

Condominium 5 at the Colonnade

Address & Building	Unit #	Unit Type
27 Booth Street/400B	141	2 BR
27 Booth Street/400B	142	2 BR
27 Booth Street/400B	143	2 BR
27 Booth Street/400B	144	2 BR
27 Booth Street/400B	145	1 BR
27 Booth Street/400B	146	1 BR
27 Booth Street/400B	147	1 BR
27 Booth Street/400B	148	1 BR
27 Booth Street/400B	241	2 BR
27 Booth Street/400B	242	2 BR
27 Booth Street/400B	243	3 BR
27 Booth Street/400B	244	2 BR
27 Booth Street/400B	245	1 BR
27 Booth Street/400B	246	1 BR
27 Booth Street/400B	247	1 BR
27 Booth Street/400B	248	1 BR
27 Booth Street/400B	341	2 BR
27 Booth Street/400B	342	2 BR
27 Booth Street/400B	343	3 BR
27 Booth Street/400B	344	2 BR
27 Booth Street/400B	345	1 BR
27 Booth Street/400B	346	1 BR
27 Booth Street/400B	347	1 BR
27 Booth Street/400B	348	1 BR
27 Booth Street/400B	441	2 BR
27 Booth Street/400B	442	2 BR
27 Booth Street/400B	445	1 BR
27 Booth Street/400B	446	1 BR
27 Booth Street/400B	447	1 BR
27 Booth Street/400B	448	1 BR
31 Booth Street/400C	150	3 BR
31 Booth Street/400C	151	3 BR
31 Booth Street/400C	152	1 BR
31 Booth Street/400C	153	2 BR
31 Booth Street/400C	154	2 BR
31 Booth Street/400C	155	2 BR
31 Booth Street/400C	156	1 BR
31 Booth Street/400C	157	1 BR
31 Booth Street/400C	158	1 BR
31 Booth Street/400C	159	2 BR
31 Booth Street/400C	250	3 BR
31 Booth Street/400C	251	3 BR
31 Booth Street/400C	252	1 BR
31 Booth Street/400C	253	2 BR
31 Booth Street/400C	254	2 BR

Condominium 5 at the Colonnade

Address & Building	Unit #	Unit Type
31 Booth Street/400C	255	2 BR
31 Booth Street/400C	256	1 BR
31 Booth Street/400C	257	1 BR
31 Booth Street/400C	258	1 BR
31 Booth Street/400C	259	2 BR
31 Booth Street/400C	350	3 BR
31 Booth Street/400C	351	3 BR
31 Booth Street/400C	352	1 BR
31 Booth Street/400C	353	2 BR
31 Booth Street/400C	354	2 BR
31 Booth Street/400C	355	2 BR
31 Booth Street/400C	356	1 BR
31 Booth Street/400C	357	1 BR
31 Booth Street/400C	358	1 BR
31 Booth Street/400C	359	2 BR
31 Booth Street/400C	450	3 BR
31 Booth Street/400C	451	3 BR
31 Booth Street/400C	452	1 BR
31 Booth Street/400C	453	2 BR
31 Booth Street/400C	455	2 BR
31 Booth Street/400C	456	1 BR
31 Booth Street/400C	457	1 BR
31 Booth Street/400C	458	1 BR
31 Booth Street/400C	459	2 BR
31 Booth Street/400C	M51	3 BR
31 Booth Street/400C	M53	2 BR
31 Booth Street/400C	M55	2 BR
31 Booth Street/400C	M57	1 BR
31 Booth Street/400C	M59	2 BR

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing document was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice law before the Court of Appeals of Maryland.



Kimberley M. O'Halloran-Perez