

ROCKLAND RUN, A CONDOMINIUM
CONDOMINIUM DECLARATION

THIS DECLARATION, made and entered into this 11th day of January 1982, by B.F. Saul Real Estate Investment Trust and TRP Properties, Incorporated, joint owners as tenants-in-common of the property described below, and hereinafter and in the Exhibits hereto collectively called the "Declarant",

W I T N E S S E T H :

WHEREAS, the Declarant is the owner in fee simple of certain land and premises located in Baltimore County, Maryland and more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof; and

WHEREAS, the Declarant is the owner of certain buildings and other improvements constructed upon the aforesaid premises, and it is the desire and intention of the Declarant to divide said property and the improvements thereon into condominium units and to sell and convey the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereinafter set forth, each of which is for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant desires and intends by the recordation of the Condominium Plat, the Declaration and the Bylaws, to submit the property described on "EXHIBIT A" attached hereto, together with the improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, to the provisions of the Horizontal Property Act, Title 11, Section 11-101, et seq., of the Real Property Article, Annotated Code of Maryland (1974 Repl. Vol., Cum. Supp. 1981) as amended (the "Act"), as a condominium, as follows:

1. Submission of Property.

The Declarant hereby submits the Land (as defined herein) located in Baltimore County, Maryland and more particularly described in EXHIBIT A to this Declaration, together with the buildings and improvements now or hereafter erected thereon, and owned by the Declarant in fee simple absolute, and all easements, rights and appurtenances belonging thereto and all other property, whether real, personal or mixed, intended for use in connection therewith (all of which are hereinafter together called the "Property"), to the provisions of the Act, in order to create a plan of condominium ownership of the Property. The land, buildings and improvements are shown on the Condominium Plats recorded simultaneously with this Declaration.

2. Name and Address of Condominium.

The name of the Condominium is Rockland Run, A Condominium (the "Condominium"). The Condominium includes two hundred forty one (241) units in twenty-eight (28) buildings, in eleven (11) separate structures, the addresses of which are as follows:

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND
Per Rene J. Colman
Authorized Signature

AGRICULTURE TRANSFER TAX
NOT APPLICABLE

SIGNATURE [Signature] DATE 1-26-82

RECORDS & TAXATION

CLERK [Signature] DATE 1-26-82

| <u>Unit Number</u> | <u>Address</u> |
|--------------------|-----------------------|
| 1-8 | 2 Long Stream Court |
| 9-16 | 4 Long Stream Court |
| 17-24 | 6 Long Stream Court |
| 25-30 | 8 Long Stream Court |
| 31-36 | 10 Long Stream Court |
| 37-47 | 1 Windblown Court |
| 48-55 | 3 Windblown Court |
| 56-63 | 5 Windblown Court |
| 64-71 | 7 Windblown Court |
| 72-82 | 9 Windblown court |
| 83-93 | 11 Windblown Court |
| 113-123 | 1800 Snow Meadow Lane |
| 124-131 | 1801 Snow Meadow Lane |
| 105-112 | 1802 Snow Meadow Lane |
| 132-139 | 1803 Snow Meadow Lane |
| 94-104 | 1804 Snow Meadow Lane |
| 140-150 | 1805 Snow Meadow Lane |
| 151-158 | 1807 Snow Meadow Lane |
| 159-169 | 1809 Snow Meadow Lane |
| 170-177 | 1811 Snow Meadow Lane |
| 234-241 | 1 Suntop Court |
| 226-233 | 3 Suntop Court |
| 218-225 | 5 Suntop Court |
| 210-217 | 7 Suntop Court |
| 202-209 | 9 Suntop Court |
| 194-201 | 11 Suntop Court |
| 186-193 | 13 Suntop Court |
| 178-185 | 15 Suntop Court |

All are in Baltimore County, Maryland.

3. Definitions.

The following terms used in this Declaration and in the other documents constituting the Condominium Instruments are intended to be consonant with the meanings ascribed to them by the Act and are defined as follows:

Board of Directors. The executive and administrative entity designated or elected as provided in the Condominium Instruments to act for the Council in governing the Condominium.

Buildings. The apartment buildings shown on the Condominium Plats containing all the Units. Two or more buildings connected by common party walls are also referred to as a structure.

Bylaws. The set of Bylaws recorded simultaneously with this Declaration, providing for the self-government of the Condominium by the Council in accordance with the Act, and such amendments thereto as may be recorded from time to time pursuant to the provisions of the Act.

Common Elements. All portions of the Property other than the Units, as more fully set forth in Section 6 of this Declaration.

LBEG 305 14045

EXHIBIT B TO DECLARATION OF
ROCKLAND RUN, A CONDOMINIUM

| UNIT # | ADDRESS | APT # | TYPE | VALUE | FRACTIONAL UNDIVIDED INTEREST IN COMMON ELEMENTS |
|--------|----------------------|-------|---------|-------|--|
| 1 | 2 Long Stream Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 2 | 2 Long Stream Court | T-2 | 1BR-GAR | 326 | 326/98779 |
| 3 | 2 Long Stream Court | 101 | 3BR-DEL | 524 | 524/98779 |
| 4 | 2 Long Stream Court | 102 | 2BR-1BA | 419 | 419/98779 |
| 5 | 2 Long Stream Court | 201 | 3BR-DEL | 524 | 524/98779 |
| 6 | 2 Long Stream Court | 202 | 2BR-1BA | 419 | 419/98779 |
| 7 | 2 Long Stream Court | 301 | 3BR-DEL | 524 | 524/98779 |
| 8 | 2 Long Stream Court | 302 | 2BR-1BA | 419 | 419/98779 |
| 9 | 4 Long Stream Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 10 | 4 Long Stream Court | T-2 | 1BR-GAR | 326 | 326/98779 |
| 11 | 4 Long Stream Court | 101 | 2BR-DEN | 554 | 554/98779 |
| 12 | 4 Long Stream Court | 102 | 2BR-2BA | 424 | 424/98779 |
| 13 | 4 Long Stream Court | 201 | 2BR-DEN | 554 | 554/98779 |
| 14 | 4 Long Stream Court | 202 | 2BR-2BA | 424 | 424/98779 |
| 15 | 4 Long Stream Court | 301 | 2BR-DEN | 554 | 554/98779 |
| 16 | 4 Long Stream Court | 302 | 2BR-2BA | 424 | 424/98779 |
| 17 | 6 Long Stream Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 18 | 6 Long Stream Court | T-2 | 1BR-GAR | 326 | 326/98779 |
| 19 | 6 Long Stream Court | 101 | 2BR-DEN | 554 | 554/98779 |
| 20 | 6 Long Stream Court | 102 | 3BR-2BA | 396 | 396/98779 |
| 21 | 6 Long Stream Court | 201 | 2BR-DEN | 554 | 554/98779 |
| 22 | 6 Long Stream Court | 202 | 3BR-2BA | 396 | 396/98779 |
| 23 | 6 Long Stream Court | 301 | 2BR-DEN | 554 | 554/98779 |
| 24 | 6 Long Stream Court | 302 | 3BR-2BA | 396 | 396/98779 |
| 25 | 8 Long Stream Court | T-1 | 2BR-GAR | 396 | 396/98779 |
| 26 | 8 Long Stream Court | T-2 | 2BR-GAR | 396 | 396/98779 |
| 27 | 8 Long Stream Court | 101 | 2BR-DEN | 554 | 554/98779 |
| 28 | 8 Long Stream Court | 102 | 2BR-2BA | 424 | 424/98779 |
| 29 | 8 Long Stream Court | 201 | 2BR-DEN | 554 | 554/98779 |
| 30 | 8 Long Stream Court | 202 | 2BR-2BA | 424 | 424/98779 |
| 31 | 10 Long Stream Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 32 | 10 Long Stream Court | T-2 | 2BR-GAR | 396 | 396/98779 |
| 33 | 10 Long Stream Court | 101 | 2BR-DEN | 554 | 554/98779 |
| 34 | 10 Long Stream Court | 102 | 2BR-2BA | 424 | 424/98779 |
| 35 | 10 Long Stream Court | 201 | 2BR-DEN | 554 | 554/98779 |
| 36 | 10 Long Stream Court | 202 | 2BR-2BA | 424 | 424/98779 |
| 37 | 1 Windblown Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 38 | 1 Windblown Court | T-2 | 1BR-GAR | 326 | 326/98779 |
| 39 | 1 Windblown Court | 101 | 2BR-1BA | 419 | 419/98779 |
| 40 | 1 Windblown Court | 102 | 1BR | 305 | 305/98779 |
| 41 | 1 Windblown Court | 103 | 1BR-NB | 298 | 298/98779 |
| 42 | 1 Windblown Court | 201 | 2BR-1BA | 419 | 419/98779 |
| 43 | 1 Windblown Court | 202 | 1BR | 305 | 305/98779 |
| 44 | 1 Windblown Court | 203 | 1BR-NB | 298 | 298/98779 |

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| UNIT # | ADDRESS | APT # | TYPE | VALUE | FRACTIONAL UNDIVIDED INTEREST IN COMMON ELEMENTS |
|--------|--------------------|-------|---------|-------|--|
| | | | | | 419/98779 |
| 45 | 1 Windblown Court | 301 | 2BR-1BA | 419 | 305/98779 |
| 46 | 1 Windblown Court | 302 | 1BR | 305 | 298/98779 |
| 47 | 1 Windblown Court | 303 | 1BR-NB | 298 | 326/98779 |
| 48 | 3 Windblown Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 49 | 3 Windblown Court | T-2 | 1BR-GAR | 326 | 554/98779 |
| 50 | 3 Windblown Court | 101 | 2BR-DEN | 554 | 424/98779 |
| 51 | 3 Windblown Court | 102 | 2BR-2BA | 424 | 554/98779 |
| 52 | 3 Windblown Court | 201 | 2BR-DEN | 554 | 424/98779 |
| 53 | 3 Windblown Court | 202 | 2BR-2BA | 424 | 554/98779 |
| 54 | 3 Windblown Court | 301 | 2BR-DEN | 554 | 424/98779 |
| 55 | 3 Windblown Court | 302 | 2BR-2BA | 424 | 326/98779 |
| 56 | 5 Windblown Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 57 | 5 Windblown Court | T-2 | 1BR-GAR | 326 | 554/98779 |
| 58 | 5 Windblown Court | 101 | 2BR-DEN | 554 | 424/98779 |
| 59 | 5 Windblown Court | 102 | 2BR-2BA | 424 | 554/98779 |
| 60 | 5 Windblown Court | 201 | 2BR-DEN | 554 | 424/98779 |
| 61 | 5 Windblown Court | 202 | 2BR-2BA | 424 | 554/98779 |
| 62 | 5 Windblown Court | 301 | 2BR-DEN | 554 | 424/98779 |
| 63 | 5 Windblown Court | 302 | 2BR-2BA | 424 | 326/98779 |
| 64 | 7 Windblown Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 65 | 7 Windblown Court | T-2 | 1BR-GAR | 326 | 554/98779 |
| 66 | 7 Windblown Court | 101 | 2BR-DEN | 554 | 424/98779 |
| 67 | 7 Windblown Court | 102 | 2BR-2BA | 424 | 554/98779 |
| 68 | 7 Windblown Court | 201 | 2BR-DEN | 554 | 424/98779 |
| 69 | 7 Windblown Court | 202 | 2BR-2BA | 424 | 554/98779 |
| 70 | 7 Windblown Court | 301 | 2BR-DEN | 554 | 424/98779 |
| 71 | 7 Windblown Court | 302 | 2BR-2BA | 424 | 326/98779 |
| 72 | 9 Windblown Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 73 | 9 Windblown Court | T-2 | 1BR-GAR | 326 | 298/98779 |
| 74 | 9 Windblown Court | 101 | 1BR-NB | 298 | 305/98779 |
| 75 | 9 Windblown Court | 102 | 1BR | 305 | 419/98779 |
| 76 | 9 Windblown Court | 103 | 2BR-1BA | 419 | 298/98779 |
| 77 | 9 Windblown Court | 201 | 1BR-NB | 298 | 305/98779 |
| 78 | 9 Windblown Court | 202 | 1BR | 305 | 419/98779 |
| 79 | 9 Windblown Court | 203 | 2BR-1BA | 419 | 298/98779 |
| 80 | 9 Windblown Court | 301 | 1BR-NB | 298 | 305/98779 |
| 81 | 9 Windblown Court | 302 | 1BR | 305 | 419/98779 |
| 82 | 9 Windblown Court | 303 | 2BR-1BA | 419 | 326/98779 |
| 83 | 11 Windblown Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 84 | 11 Windblown Court | T-2 | 1BR-GAR | 326 | 298/98779 |
| 85 | 11 Windblown Court | 101 | 1BR-NB | 298 | 305/98779 |
| 86 | 11 Windblown Court | 102 | 1BR | 305 | 419/98779 |
| 87 | 11 Windblown Court | 103 | 2BR-1BA | 419 | 298/98779 |
| 88 | 11 Windblown Court | 201 | 1BR-NB | 298 | 305/98779 |
| 89 | 11 Windblown Court | 202 | 1BR | 305 | 419/98779 |
| 90 | 11 Windblown Court | 203 | 2BR-1BA | 419 | 298/98779 |
| 91 | 11 Windblown Court | 301 | 1BR-NB | 298 | 305/98779 |
| 92 | 11 Windblown Court | 302 | 1BR | 305 | 419/98779 |
| 93 | 11 Windblown Court | 303 | 2BR-1BA | 419 | |

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| UNIT # | ADDRESS | APT # | TYPE | VALUE | FRACTIONAL UNDIVIDED INTEREST IN COMMON ELEMENTS |
|--------|-----------------------|-------|---------|-------|--|
| 94 | 1804 Snow Meadow Lane | T-1 | 1BR-GAR | 326 | 326/98779 |
| 95 | 1804 Snow Meadow Lane | T-2 | 1BR-GAR | 326 | 326/98779 |
| 96 | 1804 Snow Meadow Lane | 101 | 1BR-NB | 298 | 298/98779 |
| 97 | 1804 Snow Meadow Lane | 102 | 1BR | 305 | 305/98779 |
| 98 | 1804 Snow Meadow Lane | 103 | 2BR-1BA | 419 | 419/98779 |
| 99 | 1804 Snow Meadow Lane | 101 | 1BR-NB | 298 | 298/98779 |
| 100 | 1804 Snow Meadow Lane | 202 | 1BR | 305 | 305/98779 |
| 101 | 1804 Snow Meadow Lane | 203 | 2BR-1BA | 419 | 419/98779 |
| 102 | 1804 Snow Meadow Lane | 301 | 1BR-NB | 298 | 298/98779 |
| 103 | 1804 Snow Meadow Lane | 302 | 1BR | 305 | 305/98779 |
| 104 | 1804 Snow Meadow Lane | 303 | 2BR-1BA | 419 | 419/98779 |
| 105 | 1802 Snow Meadow Lane | T-1 | 1BR-GAR | 326 | 326/98779 |
| 106 | 1802 Snow Meadow Lane | T-2 | 1BR-GAR | 326 | 326/98779 |
| 107 | 1802 Snow Meadow Lane | 101 | 2BR-DEN | 554 | 554/98779 |
| 108 | 1802 Snow Meadow Lane | 102 | 2BR-2BA | 424 | 424/98779 |
| 109 | 1802 Snow Meadow Lane | 201 | 2BR-DEN | 554 | 554/98779 |
| 110 | 1802 Snow Meadow Lane | 202 | 2BR-2BA | 424 | 424/98779 |
| 111 | 1802 Snow Meadow Lane | 301 | 2BR-DEN | 554 | 554/98779 |
| 112 | 1802 Snow Meadow Lane | 302 | 2BR-2BA | 424 | 424/98779 |
| 113 | 1800 Snow Meadow Lane | T-1 | 1BR-GAR | 326 | 326/98779 |
| 114 | 1800 Snow Meadow Lane | T-2 | 1BR-GAR | 326 | 326/98779 |
| 115 | 1800 Snow Meadow Lane | 101 | 2BR-1BA | 419 | 419/98779 |
| 116 | 1800 Snow Meadow Lane | 102 | 1BR | 305 | 305/98779 |
| 117 | 1800 Snow Meadow Lane | 103 | 1BR-NB | 298 | 298/98779 |
| 118 | 1800 Snow Meadow Lane | 201 | 2BR-1BA | 419 | 419/98779 |
| 119 | 1800 Snow Meadow Lane | 202 | 1BR | 305 | 305/98779 |
| 120 | 1800 Snow Meadow Lane | 203 | 1BR-NB | 298 | 298/98779 |
| 121 | 1800 Snow Meadow Lane | 301 | 2BR-1BA | 419 | 419/98779 |
| 122 | 1800 Snow Meadow Lane | 302 | 1BR | 305 | 305/98779 |
| 123 | 1800 Snow Meadow Lane | 303 | 1BR-NB | 298 | 298/98779 |
| 124 | 1801 Snow Meadow Lane | T-1 | 1BR-GAR | 326 | 326/98779 |
| 125 | 1801 Snow Meadow Lane | T-2 | 1BR-GAR | 326 | 326/98779 |
| 126 | 1801 Snow Meadow Lane | 101 | 2BR-DEN | 554 | 554/98779 |
| 127 | 1801 Snow Meadow Lane | 102 | 2BR-2BA | 424 | 424/98779 |
| 128 | 1801 Snow Meadow Lane | 201 | 2BR-DEN | 554 | 554/98779 |
| 129 | 1801 Snow Meadow Lane | 202 | 2BR-2BA | 424 | 424/98779 |
| 130 | 1801 Snow Meadow Lane | 301 | 2BR-DEN | 554 | 554/98779 |
| 131 | 1801 Snow Meadow Lane | 302 | 2BR-2BA | 424 | 424/98779 |
| 132 | 1803 Snow Meadow Lane | T-1 | 1BR-GAR | 326 | 326/98779 |
| 133 | 1803 Snow Meadow Lane | T-2 | 1BR-GAR | 326 | 326/98779 |
| 134 | 1803 Snow Meadow Lane | 101 | 2BR-1BA | 419 | 419/98779 |
| 135 | 1803 Snow Meadow Lane | 102 | 3BR-DEL | 524 | 524/98779 |
| 136 | 1803 Snow Meadow Lane | 201 | 2BR-1BA | 419 | 419/98779 |
| 137 | 1803 Snow Meadow Lane | 202 | 3BR-DEL | 524 | 524/98779 |
| 138 | 1803 Snow Meadow Lane | 301 | 2BR-1BA | 419 | 419/98779 |
| 139 | 1803 Snow Meadow Lane | 302 | 3BR-DEL | 524 | 524/98779 |
| 140 | 1805 Snow Meadow Lane | T-1 | 1BR-GAR | 326 | 326/98779 |
| 141 | 1805 Snow Meadow Lane | T-2 | 1BR-GAR | 326 | 326/98779 |
| 142 | 1805 Snow Meadow Lane | 101 | 1BR-NB | 298 | 298/98779 |

REF 6385 1:048

| WLT # | ADDRESS | APT # | TYPE | VALUE | FRACTIONAL UNDIVIDED INTEREST IN COMMON ELEMENTS |
|-------|-----------------------|-------|---------|-------|--|
| 143 | 1805 Snow Meadow Lane | 102 | 1BR | 305 | 305/98779 |
| 144 | 1805 Snow Meadow Lane | 103 | 2BR-1BA | 419 | 419/98779 |
| 145 | 1805 Snow Meadow Lane | 201 | 1BR-NB | 298 | 298/98779 |
| 146 | 1805 Snow Meadow Lane | 202 | 1BR | 705 | 305/98779 |
| 147 | 1805 Snow Meadow Lane | 203 | 2BR-1BA | 419 | 419/98779 |
| 148 | 1805 Snow Meadow Lane | 301 | 1BR-NB | 298 | 298/98779 |
| 149 | 1805 Snow Meadow Lane | 302 | 1BR | 305 | 305/98779 |
| 150 | 1805 Snow Meadow Lane | 303 | 2BR-1BA | 419 | 419/98779 |
| 151 | 1807 Snow Meadow Lane | T-1 | 1BR-GAR | 326 | 326/98779 |
| 152 | 1807 Snow Meadow Lane | T-2 | 1BR-GAR | 326 | 326/98779 |
| 153 | 1807 Snow Meadow Lane | 101 | 2BR-DEN | 554 | 554/98779 |
| 154 | 1807 Snow Meadow Lane | 102 | 3BR-2BA | 536 | 536/98779 |
| 155 | 1807 Snow Meadow Lane | 201 | 2BR-DEN | 554 | 554/98779 |
| 156 | 1807 Snow Meadow Lane | 202 | 3BR-2BA | 536 | 536/98779 |
| 157 | 1807 Snow Meadow Lane | 301 | 2BR-DEN | 554 | 554/98779 |
| 158 | 1807 Snow Meadow Lane | 302 | 3BR-2BA | 536 | 536/98779 |
| 159 | 1809 Snow Meadow Lane | T-1 | 1BR-GAR | 326 | 326/98779 |
| 160 | 1809 Snow Meadow Lane | T-2 | 1BR-GAR | 326 | 326/98779 |
| 161 | 1809 Snow Meadow Lane | 101 | 1BR-NB | 298 | 298/98779 |
| 162 | 1809 Snow Meadow Lane | 102 | 1BR | 305 | 305/98779 |
| 163 | 1809 Snow Meadow Lane | 103 | 2BR-1BA | 419 | 419/98779 |
| 164 | 1809 Snow Meadow Lane | 201 | 1BR-NB | 298 | 298/98779 |
| 165 | 1809 Snow Meadow Lane | 202 | 1BR | 305 | 305/98779 |
| 166 | 1809 Snow Meadow Lane | 203 | 2BR-1BA | 419 | 419/98779 |
| 167 | 1809 Snow Meadow Lane | 301 | 1BR-NB | 298 | 298/98779 |
| 168 | 1809 Snow Meadow Lane | 302 | 1BR | 305 | 305/98779 |
| 169 | 1809 Snow Meadow Lane | 303 | 2BR-1BA | 419 | 419/98779 |
| 170 | 1811 Snow Meadow Lane | T-1 | 1BR-GAR | 326 | 326/98779 |
| 171 | 1811 Snow Meadow Lane | T-2 | 1BR-GAR | 326 | 326/98779 |
| 172 | 1811 Snow Meadow Lane | 101 | 2BR-DEN | 554 | 554/98779 |
| 173 | 1811 Snow Meadow Lane | 102 | 3BR-2BA | 536 | 536/98779 |
| 174 | 1811 Snow Meadow Lane | 201 | 2BR-DEN | 554 | 554/98779 |
| 175 | 1811 Snow Meadow Lane | 202 | 3BR-2BA | 536 | 536/98779 |
| 176 | 1811 Snow Meadow Lane | 301 | 2BR-DEN | 554 | 554/98779 |
| 177 | 1811 Snow Meadow Lane | 302 | 3BR-2BA | 536 | 536/98779 |
| 178 | 15 Suntop Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 179 | 15 Suntop Court | T-2 | 1BR-GAR | 326 | 326/98779 |
| 180 | 15 Suntop Court | 101 | 2BR-DEN | 554 | 554/98779 |
| 181 | 15 Suntop Court | 102 | 2BR-2BA | 424 | 424/98779 |
| 182 | 15 Suntop Court | 201 | 2BR-DEN | 554 | 554/98779 |
| 183 | 15 Suntop Court | 202 | 2BR-2BA | 424 | 424/98779 |
| 184 | 15 Suntop Court | 301 | 2BR-DEN | 554 | 554/98779 |
| 185 | 15 Suntop Court | 302 | 2BR-2BA | 424 | 424/98779 |
| 186 | 13 Suntop Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 187 | 13 Suntop Court | T-2 | 1BR-GAR | 326 | 326/98779 |
| 188 | 13 Suntop Court | 101 | 2BR-1BA | 419 | 419/98779 |
| 189 | 13 Suntop Court | 102 | 3BR-DEL | 524 | 524/98779 |
| 190 | 13 Suntop Court | 201 | 2BR-1BA | 419 | 419/98779 |
| 191 | 13 Suntop Court | 202 | 3BR-DEL | 524 | 524/98779 |
| 192 | 13 Suntop Court | 301 | 2BR-1BA | 419 | 419/98779 |
| 193 | 13 Suntop Court | 302 | 3BR-DEL | 524 | 524/98779 |

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| UNIT # | ADDRESS | APT # | TYPE | VALUE | FRACTIONAL UNDIVIDED INTEREST IN COMMON ELEMENTS |
|--------|-----------------|-------|---------|-------|--|
| 194 | 11 Suntop Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 195 | 11 Suntop Court | T-2 | 1BR-GAR | 326 | 326/98779 |
| 196 | 11 Suntop Court | 101 | 2BR-DEN | 554 | 554/98779 |
| 197 | 11 Suntop Court | 102 | 2BR-2BA | 424 | 424/98779 |
| 198 | 11 Suntop Court | 201 | 2BR-DEN | 554 | 554/98779 |
| 199 | 11 Suntop Court | 202 | 2BR-2BA | 424 | 424/98779 |
| 200 | 11 Suntop Court | 301 | 2BR-DEN | 554 | 554/98779 |
| 201 | 11 Suntop Court | 302 | 2BR-2BA | 424 | 424/98779 |
| 202 | 9 Suntop Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 203 | 9 Suntop Court | T-2 | 1BR-GAR | 326 | 326/98779 |
| 204 | 9 Suntop Court | 101 | 2BR-DEN | 554 | 554/98779 |
| 205 | 9 Suntop Court | 102 | 2BR-2BA | 424 | 424/98779 |
| 206 | 9 Suntop Court | 201 | 2BR-DEN | 554 | 554/98779 |
| 207 | 9 Suntop Court | 202 | 2BR-2BA | 424 | 424/98779 |
| 208 | 9 Suntop Court | 301 | 2BR-DEN | 554 | 554/98779 |
| 209 | 9 Suntop Court | 302 | 2BR-2BA | 424 | 424/98779 |
| 210 | 7 Suntop Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 211 | 7 Suntop Court | T-2 | 1BR-GAR | 326 | 326/98779 |
| 212 | 7 Suntop Court | 101 | 2BR-DEN | 554 | 554/98779 |
| 213 | 7 Suntop Court | 102 | 2BR-2BA | 424 | 424/98779 |
| 214 | 7 Suntop Court | 201 | 2BR-DEN | 554 | 554/98779 |
| 215 | 7 Suntop Court | 202 | 2BR-2BA | 424 | 424/98779 |
| 216 | 7 Suntop Court | 301 | 2BR-DEN | 554 | 554/98779 |
| 217 | 7 Suntop Court | 302 | 2BR-2BA | 424 | 424/98779 |
| 218 | 5 Suntop Court | T-1 | 1BR-GAR | 326 | 326/98779 |
| 219 | 5 Suntop Court | T-2 | 1BR-GAR | 326 | 326/98779 |
| 220 | 5 Suntop Court | 101 | 2BR-2BA | 424 | 424/98779 |
| 221 | 5 Suntop Court | 102 | 2BR-DEN | 554 | 554/98779 |
| 222 | 5 Suntop Court | 201 | 2BR-2BA | 424 | 424/98779 |
| 223 | 5 Suntop Court | 202 | 2BR-DEN | 554 | 554/98779 |
| 224 | 5 Suntop Court | 301 | 2BR-2BA | 424 | 424/98779 |
| 225 | 5 Suntop Court | 302 | 2BR-DEN | 554 | 554/98779 |
| 226 | 3 Suntop Court | T-1 | 2BR-GAR | 396 | 396/98779 |
| 227 | 3 Suntop Court | T-2 | 2BR-GAR | 396 | 396/98779 |
| 228 | 3 Suntop Court | 101 | 1BR-NB | 298 | 298/98779 |
| 229 | 3 Suntop Court | 102 | 1BR | 305 | 305/98779 |
| 230 | 3 Suntop Court | 103 | 2BR-1BA | 419 | 419/98779 |
| 231 | 3 Suntop Court | 201 | 1BR-NB | 298 | 298/98779 |
| 232 | 3 Suntop Court | 202 | 1BR | 305 | 305/98779 |
| 233 | 3 Suntop Court | 203 | 2BR-1BA | 419 | 419/98779 |
| 234 | 1 Suntop Court | T-1 | 2BR-GAR | 396 | 396/98779 |
| 235 | 1 Suntop Court | T-2 | 2BR-GAR | 396 | 396/98779 |
| 236 | 1 Suntop Court | 101 | 2BR-1BA | 419 | 419/98779 |
| 237 | 1 Suntop Court | 102 | 1BR | 305 | 305/98779 |
| 238 | 1 Suntop Court | 103 | 1BR-NB | 298 | 298/98779 |
| 239 | 1 Suntop Court | 201 | 2BR-1BA | 419 | 419/98779 |
| 240 | 1 Suntop Court | 202 | 1BR | 305 | 305/98779 |
| 241 | 1 Suntop Court | 203 | 1BR-NB | 298 | 298/98779 |

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Rec'd for record APR 12 1982 at 11:13
 For Elmer H. Mahling, Jr., Clerk
 Mail to James C. Mahling
 Receipt # 44400

LIBER 885 (2005)

ROCKLAND RUN, A CONDOMINIUM

FIRST AMENDMENT TO CONDOMINIUM BYLAWS

THIS AMENDMENT, made and entered into this 5th day of April, 1982, by and between the B.F. Saul Real Estate Investment Trust and TRP Properties, Incorporated, joint owners as tenants-in-common of Rockland Run, A Condominium, and hereinafter collectively referred to as the "Declarant";

W I T N E S S E T H

WHEREAS, the Declarant pursuant to a Condominium Declaration (the "Declaration") dated January 11, 1982 caused to be created a condominium regime, known as Rockland Run, A Condominium (the "Condominium") by the recordation of said Declaration on January 26, 1982 in Liber No. 6364, Pages 783 through 808, the Condominium Bylaws (the "Bylaws") in Liber No. 6364, Pages 809 through 833, and the Condominium Plat in Liber EHK, Jr., Book 7, Pages 92-121, among the Land Records of Baltimore County, Maryland; and

WHEREAS, the Declarant is the sole owner of all individual condominium units; and

WHEREAS, as long as there is no unit owner other than the Declarant, the Declarant has the unilateral right to amend the Bylaws; and

WHEREAS, the Declarant is about to commence sales of units in the Condominium and, in anticipation thereof, desires to make certain technical corrections to the Bylaws as hereinafter set forth.

NOW THEREFORE, the Bylaws are amended as follows:

1. Article 1.2 of the Bylaws is hereby amended to read as follows:

Actual Transfer Tax
NOT APPLICABLE

SIGNATURE [Signature] DATE 4/2/82

STATE DEPARTMENT OF
ASSESSMENTS & TAXATION

[Signature] CLERK DATE 4/2/82

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND

Per [Signature]
Authorized Signature
Date 4/2/82 Sec. 11-85 Amend.
[Signature]

1.2 Definitions

Each of the following terms, as used in these Bylaws, shall have the same meaning as the meaning ascribed to it in the Condominium Declaration: "Council" or "Council of Unit Owners"; "Board of Directors"; "Buildings"; "Bylaws"; "Common Elements"; "Common Expenses and Profits"; "Condominium"; "Condominium Instruments"; "Condominium Plat"; "Condominium Unit"; "Declarant"; "Declaration"; "First Mortgage"; "Fractional Interest"; "General Common Elements"; "Identifying Number"; "Land"; "Limited Common Elements"; "Managing Agent"; "Parking Areas"; "Person"; "Record"; "Rules and Regulations"; "Unit"; and "Unit Owner."

2. Article 4.2 of the Bylaws is hereby amended to read as follows:

4.2 Number of Directors and Initial Selection of Board

The number of directors which constitutes the initial Board of Directors is three. The initial Board of Directors shall be comprised of three persons appointed by the Declarant and shall serve until the election of directors at the first annual meeting of the Council. The members of the Board of Directors shall be Unit Owners who are residents of the Condominium, except that Declarant's appointees need not be Unit Owners or residents of the Condominium, and the Declarant shall have the right in its sole discretion to replace such directors and to designate their successors if vacancies occur for any reason. In addition, so long as the Declarant owns any Condominium Unit, the Declarant may nominate persons who are neither residents nor unit owners for election to the Board, and such persons, if elected in the manner provided for herein, may serve on the Board. From and after the first annual meeting of the Council, the number of directors which constitutes the entire Board of Directors shall be an uneven number of not less than three nor more than five members.

3. Article 4.3 of the Bylaws is hereby amended to read as follows:

4.3 Election and Term of Office

The Board of Directors shall be elected at the annual meeting of the Council, to serve for the term fixed herein and until their successors have been elected and qualified. Notwithstanding anything contained in these Bylaws to the contrary, until the first annual meeting of the

Council the Declarant shall have the right to select the entire Board of Directors and to fill any vacancy occurring from the death, resignation or removal of a director by the Declarant or the Council. At the first annual meeting, the term of office of the director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the director receiving the second greatest number of votes shall be two (2) years and the term of office of the other directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of three (3) years. In the alternative, the Unit Owners may by resolution duly made and adopted at an annual meeting, resolve to fix the term of each director elected at any such meeting at two (2) years. Directors shall hold office until their successors have been elected and hold their first regular meeting. There shall be no cumulative voting.

4. Article 4.10 of the Bylaws is hereby amended to read as follows:

4.10 Removal of Directors

At any regular or special meeting duly called, a director may be removed with or without cause by the affirmative majority vote of all Unit Owners entitled to vote, and his successor elected then and there or thereafter, at a meeting of the Council at which a quorum is present, by a plurality of the votes cast. Any director whose removal has been proposed shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof, and opportunity to be heard at the meeting.

5. Article 4.12 of the Bylaws is hereby amended to read as follows:

4.12 Conduct of Meeting

The President shall preside at meetings of the Board of Directors and the Secretary shall keep the minutes of the proceedings. The then current Roberts Rules of Order shall govern the conduct of all meetings of the Board of Directors when not in conflict with the Act or the Condominium Instruments.

6. Article 4.17 of the Bylaws is hereby amended to read as follows:

4.17 Common or Interested Directors

A. The directors shall exercise their powers and duties in good faith and with a view to the interests of the Council and consistent with the purposes set forth in the Declaration.

B. No contract or other transaction between the Council and one or more of its directors, or between the Council and any corporation, firm, entity or association in which one or more of the directors are directors or officers or are particularly or otherwise interested, shall be either void or voidable because such director or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, if any of the conditions specified in any of the following subparagraphs exist:

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

(2) The fact of the common directorate or interest is disclosed or known to the Unit Owners, or a majority thereof, and they authorize, approve or ratify the contract or transaction in good faith by a majority of the votes cast by Unit Owners entitled to vote other than the votes appertaining to the common or interested directors or officers; or

(3) The contract or transaction is commercially reasonable to the Council at the time that it is authorized, ratified, approved or executed.

C. Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof or at a meeting of the Unit Owners, as the case may be, at which the contract or transaction is authorized, approved or ratified.

7. Article 5.3 of the Bylaws is hereby amended to read as follows:

5.3 Removal of Officers

An officer may be removed by the Board of Directors with or without cause by the affirmative vote of a majority of the entire Board of Directors and his successor may be elected at any regular or special meeting of the Board of Directors.

8. Article 6.5 of the Bylaws of the Condominium is hereby amended by deleting Paragraph 6.5a(5) and inserting instead the following:

(5) The Limited Common Elements. As provided for in Article 6(B) of the Declaration, the maintenance, repair or replacement of the compressors, pipes and conduits comprising the Limited Common Elements shall be the responsibility of the Council. The cost of maintaining, repairing or replacing a compressor, including the pipes and conduits running between the compressor itself and the Unit which it serves, shall be borne by the Unit Owner of the Unit served by such compressor.

9. Article 6.6 of the Bylaws is hereby amended to read as follows:

6.6 Additions, Alterations or Improvements by the Council

Whenever in the judgment of the Board of Directors any Common Elements shall require additions, alterations or improvements (other than normal repairs and replacements contemplated in the budget of the Council) costing in excess of \$10,000 during a period of 12 consecutive months, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners in the Council, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing less than \$10,000 during any period of 12 consecutive months may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expense. Notwithstanding the foregoing, if, in the opinion of not less than 80% of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owner or Unit Owners shall be assessed therefor, in such proportion as they jointly approve, if more than

one Unit Owner, or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

10. Article 6.7 of the Bylaws is hereby amended to read as follows:

6.7 Structural Additions, Alterations or Improvements by Unit Owners

A Unit Owner may not, without prior written consent of the Board of Directors, (i) make any structural addition, alteration or improvement in or to his Unit; (ii) paint or alter the exterior of the Buildings, including the doors, windows and the exterior of the Unit's entrance doors; or (iii) install air-conditioning units or fans in windows. The Board of Directors shall be obligated to answer any written request by a Unit Owner for approval of any such proposed addition, alteration, improvement, painting or installation within 45 days after such request, and its failure to do so within the stipulated time shall constitute a consent of the Board of Directors to the proposed addition, alteration or improvement. The Board of Directors may condition its consent upon such terms and conditions as it deems to be desirable or necessary to protect the Condominium and its use and enjoyment. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be made only after receiving the written consent of the Board of Directors (or after 45 days have passed without Board action) as aforesaid, and shall be made by the Unit Owner with a copy to the Board of Directors. The consent by the Board to any addition or improvement provided for herein, shall not be construed to give rise to any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim or injury to a person or damage to property arising therefrom. The provisions of this Section 6.7 shall not apply to (i) Units owned by the Declarant or its designee prior to delivery of a deed for such Unit to a purchaser thereof or (ii) work done on a Unit by the Declarant or its designee at the request of the purchaser thereof subsequent to delivery of the deed for such Unit to the purchaser.

11. Article 7.1 of the Bylaws is hereby amended to read as follows:

7.1 Amendment of Bylaws

(a) The Declarant reserves the right to amend these Bylaws so long as there is no Unit Owner other than the Declarant. No such amendment shall become effective until it is executed by the Declarant and recorded.

(b) At such time as there is any Unit Owner other than the Declarant, then at a meeting of the Council called for that purpose, these Bylaws may be amended by the affirmative vote of Unit Owners representing at least seventy-five percent (75%) of the votes in the Council. A Unit Owner's proxy to amend the Bylaws is not valid more than ninety (90) days after its date. Amendments may be proposed by the Board of Directors or by petition signed by Unit Owners representing at least thirty percent (30%) of the votes in the Council. No amendment shall be entitled to be recorded until it is accompanied by a certificate of the person specified in the Bylaws to count votes at the meeting of the Council that the amendment was approved by unit owners having at least seventy-five percent (75%) of the votes. This certificate shall be conclusive evidence of approval. Such amendment shall be effective on recordation.

(c) All amendments to these Bylaws shall be subject to the approval of the appropriate officials of Baltimore County.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to Condominium Bylaws to be adopted and executed on this 1st day of April, 1982.

WITNESS:

[Handwritten signature]

B.F. SAUL REAL ESTATE INVESTMENT TRUST

BY: *[Handwritten signature]*
Philip D. Caraci, Administrative Vice President

WITNESS:

[Handwritten signature]

TRP PROPERTIES, INCORPORATED

BY: *[Handwritten signature]*
Philip D. Caraci, Administrative Vice President

RECORDED FOR BALTIMORE COUNTY
APR 1 1982

RECORDED FOR BALTIMORE COUNTY
REQUIREMENTS

[Handwritten signature]
BALTIMORE COUNTY SOUTHERN

LIBER 385 M:057

STATE OF MARYLAND }
COUNTY OF MONTGOMERY } SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Adm. V.P. of TRP Properties, Incorporated and acknowledged the foregoing First Amendment to Condominium Bylaws to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this ___ day of _____, 1982.

[Signature]
Notary Public

NOTARY PUBLIC
My Commission expires: _____
TERRA SUPERMAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

STATE OF MARYLAND }
COUNTY OF MONTGOMERY } SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Adm. V.P. of B.F. Saul Real Estate Investment Trust and acknowledged the foregoing First Amendment to Condominium Bylaws to be the act and deed of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this ___ day of _____, 1982.

[Signature]
Notary Public

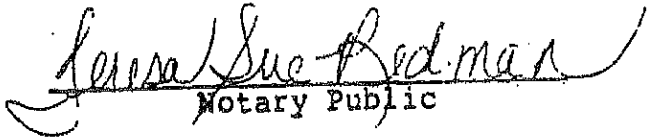
NOTARY PUBLIC
My Commission expires: _____
TERRA SUPERMAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Admin. V.P., of TRP Properties, Incorporated and acknowledged the foregoing First Amendment to Condominium Bylaws to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 5th day of April, 1982.


Notary Public

My Commission expires:

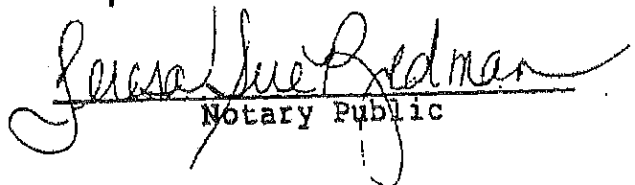
TERESA SUE REDMAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Admin. V.P., of B.F. Saul Real Estate Investment Trust and acknowledged the foregoing First Amendment to Condominium Bylaws to be the act and deed of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 5th day of April, 1982.


Notary Public

My Commission expires:

TERESA SUE REDMAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

LISERG 305 MAR 058

The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.

Rec'd for record APR 12 1982 at 11⁴⁴ AM
For Elmer H. Kahline, Jr., Clerk
Mail to James C. Oliver
Receipt No. 62-6240-29100

ROCKLAND RUN, A CONDOMINIUM

FIRST AMENDMENT TO CONDOMINIUM DECLARATION

THIS AMENDMENT, made and entered into this 5th day of April, 1982, by the B.F. Saul Real Estate Investment Trust and TRP Properties, Incorporated, joint owners as tenants-in-common of the Rockland Run, A Condominium, and hereinafter and in the Exhibits hereto collectively called the "Declarant",

W I T N E S S E S:

WHEREAS, the Declarant pursuant to that certain Condominium Declaration (the "Declaration") dated January 11, 1982 caused to be created a condominium regime, known as Rockland Run, A Condominium (the "Condominium") by the recordation of said Declaration on January 26, 1982 in Liber No. 5364, Pages 783 through 808, the Condominium Bylaws in Liber No. 5364, Pages 809 through 835, and the Condominium Plat in Liber EHK, Jr., Book 7, Pages 92-121, among the Land Records of Baltimore County, Maryland; and

WHEREAS, the Declarant is the sole owner of all individual condominium units; and

WHEREAS, so long as there is no unit owner other than the Declarant, the Declarant has the unilateral right to amend the Declaration; and

WHEREAS, the Declarant is about to commence sales of units in the Condominium and, in anticipation thereof, desires to make certain minor changes necessary to bring the Declaration into conformance with the requirements of the Federal Home Loan Mortgage Corporation and to make certain other technical and typographical corrections, as hereinafter set forth.

TRANSFER TAX NOT APPLICABLE

SIGNATURE [Signature] DATE 4/5/82

STATE DEPARTMENT OF ASSIGNMENTS & TAXATION

[Signature] [Signature]
CLERK DATE

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND
Per [Signature]
Authorized Signature
Date 4/5/82 Sec. 11-85 Amend

NOW THEREFORE, the Declaration is amended as follows:

1. Section 2 of the Declaration of the Condominium is hereby amended by deleting the word "eleven" in the third line and inserting instead the word "twelve" and by deleting the number "11" in the fourth line and inserting instead the number "12".

2. Section 3 of the Declaration of the Condominium is hereby amended by adding a new provision between the definition of "Fractional Interest" and the definition of "Identifying Number" which reads as follows:

General Common Elements. All common elements other than the Limited Common Elements.

3. Section 3 of the Declaration is hereby amended by deleting the definition of "Limited Common Elements" and inserting instead the following:

Limited Common Elements. Those common elements identified on the Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners. The Limited Common Elements, as more particularly described in Article 6.B of this Declaration, consist of compressors for heating and cooling which are located outside of twenty-five Units, as identified on the Plat.

4. Paragraph C of Section 5 of the Declaration of the Condominium is hereby amended to read as follows:

c. Balcony and Patio Space. In addition, Units having balconies or patios (as shown on the Plats) also include the patio or balcony space outside the Unit defined by the perimeter boundaries of the slab (whether wood or concrete) constituting the balcony or the patio, each such surface to extend vertically from the slab of such area to an elevation equal to the upper elevation of the Unit as described in paragraph A above.

5. Paragraph D of Section 5 of the Declaration of the Condominium is hereby amended by adding a new subparagraph (g) which reads as follows:

g. The heating and cooling equipment serving the Unit and located within the boundaries of the Unit.

6. Paragraph E of Section 5 of the Declaration of the Condominium is hereby amended to read as follows:

E. Items Excluded From Units. By way of example, and not limitation, the following items are not a part of the Unit: any pipes (except water and sewage pipes within the boundaries of a Unit and serving only that Unit), wires, conduits, ventilation or other ducts (other than ducts connecting range hoods or bath fans to common exhaust ducts), which are utilized for or serve more than one Unit, bearing walls and structural portions of the buildings running through a Unit and all other property and fixtures of any kind which are not removable without jeopardizing the soundness, safety or usefulness of other portions of the Condominium. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portions of the Common Elements shall be deemed a part of the Common Elements.

7. Section 6 of the Declaration of the Condominium is hereby amended to read as follows:

6. Common Elements.

A. The Common Elements consist of all portions of the Property other than the Units, and include the General Common Elements and the Limited Common Elements. The General Common Elements are identified on the Plats and include, without limitation, (i) the land; (ii) the several buildings, including the foundation, roofs, slabs (including patio and balcony slabs and balcony enclosures), perimeter structural walls, structural interior walls and floors; (iii) pipes, other than water and sewer pipes within the boundaries of a Unit and serving only that Unit; (iv) water mains, wires, conduits and air ducts

and lateral serving stacks, which are utilized for or serve more than one unit or any portion of the common elements; (v) public utility lines and meters not owned by utility suppliers, and other service installations regardless of location; (vi) the recreation facilities, including tennis courts, swimming pool and bathhouse; (vii) the mechanical equipment buildings and all equipment contained therein; (viii) all roadways, pathways, sidewalks and all means of pedestrian and vehicular ingress and egress to and from the land; (ix) all trees, shrubbery, lawns and gardens; (x) any and all other items or things of common use or necessary to the existence, upkeep, use and safety of the several buildings and other Condominium property; (xi) all parking areas; (xii) hallways, entryways, stairwells, doorsteps, laundry areas, storage areas and trash rooms; (xiii) the hot water heaters serving each Building; (xiv) any shutters, awnings, windowboxes, doorsteps, stoops, and similar appurtenances that are outside the Unit's horizontal and perimetrical boundaries; and (xv) any master television antennas and related wiring.

B. The Limited Common Elements consist of those common elements identified on the Plat as reserved for the exclusive use of one Unit, although located outside that Unit. The Limited Common Elements are limited to the compressors for heating and cooling that, because of the configuration of twenty-five (25) of the Units, are not located within those Units but are located on the balconies of adjoining Units. Although located outside the Units, the Limited Common Elements are reserved for and limited to the exclusive use of the Units which they serve. For purposes of description, the term "compressors" encompasses the air compressors themselves and any pipes or conduits running between the compressors and the Units which they serve. The maintenance and repair of the Limited Common Elements shall be the responsibility of the Council; provided, however, that the cost of maintenance and repair of the compressor and the pipes and conduits running between the compressor and the Unit which they serve shall be charged to the Unit served by the compressor.

B. Section 11 of the Declaration of the Condominium is hereby amended to read as follows:

11. Easement to Facilitate Sales and Conversion.

A. The Declarant and the Declarant's authorized agents, representatives and employees shall have a transferable easement to use any ten (10) Units owned by the Declarant as sales offices, administrative offices and model Units in

the Condominium and shall have the right to relocate from time to time such sales offices, administrative offices and model Units to any other ten (10) Units. In addition, the Declarant shall have an easement for access to and use of the Common Elements to facilitate sales, to post signs on the Common Elements in connection with its sales programs and to utilize parking for prospective purchasers and sales personnel.

B. Declarant shall also have a transferable easement over and on the Common Elements and a right of access at all reasonable times to Units (i) for the purpose of making improvements on the Property and renovations to the Common Elements and to Units, for the purpose of constructing additional amenities thereon, and for the purpose of doing all things reasonably necessary and proper in connection therewith and with the Declarant's conversion of the Property to a condominium regime and sales of Units therein; (ii) upon receipt of any required governmental approvals or permits, for the storage of construction equipment, supplies and vehicles convenient or incidental to the Condominium conversion and renovation program; and (iii) for the purpose of performing all warranty obligations of the Declarant hereunder, which easement shall include a right, upon reasonable notice to any affected Unit Owner, of access to particular Units as necessary or appropriate in connection with improvements being made to other Units or the Common Elements or the performance of Declarant's warranty obligations. The easements described in Paragraphs A and B heretofore, with the exception of the easement for warranty work, shall terminate upon Declarant's ceasing to be a Unit Owner.

9. Section 17 of the Declaration of the Condominium is hereby amended to read as follows:

17. Consent of First Mortgagees.

A. Notwithstanding any other provision of this Declaration, the Bylaws or the Rules and Regulations, except to the extent a greater percentage is required by the Condominium Act or the Declaration, unless at least two-thirds (66.66) of all the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written approval, the Council of Unit Owners shall not be entitled to: (a) change the pro rata interest or obligations of any Unit for purposes of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements; (b) partition or subdivide any Unit; (c) by act or omission, terminate the Condominium

CIRCEG 385 11/20/07

regime, or seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause); or (d) use hazard insurance proceeds for losses to any Condominium property (whether to the Units or the Common Elements) for other than the repair, replacement or reconstruction of such improvements. Nothing in this Section 17 shall affect any right Baltimore County may have to approve the actions set forth in this Section 17.

10. Paragraph C of Section 36 of the Declaration of the Condominium is hereby amended by adding a new subparagraph (8) which reads as follows:

8. Each policy shall contain (i) a provision that no assessments may be made against the Federal Home Loan Mortgage Corporation or its designee and (ii) a provision that any assessment made against others may not become a lien on the Unit superior to the first mortgage.

11. The caption of Section 37 of the Declaration of the Condominium is hereby amended to read as follows:

Mortgages.

12. Exhibit A of the Declaration is amended to read in full as set forth in the schedule attached hereto and marked Exhibit A.

13. Exhibit B of the Declaration is amended to read in full as set forth in the schedule attached hereto and marked Exhibit B.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to Condominium Declaration to be adopted and executed on this 11 day of April, 1982.

WITNESS:

B.F. SAUD REAL ESTATE INVESTMENT TRUST

John A. Maffei Jr.

By:

Philip D. Caraci
Philip D. Caraci, Administrative Vice President

WITNESS:

TRP PROPERTIES, INCORPORATED

John A. Maffei Jr.

By:

Philip D. Caraci
Philip D. Caraci, Administrative Vice President

STATE OF MARYLAND
COUNTY OF MONTGOMERY

SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Admin. V.P., of TRP Properties, Incorporated and acknowledged the foregoing First Amendment to Condominium Declaration to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 11 day of April, 1982.

NOTARY PUBLIC
My Commission expires:
JEROME S. CHIDMAN
NOTARY PUBLIC, STATE OF MARYLAND
My Commission Expires July 1, 1982

Jerome S. Chidman
Notary Public

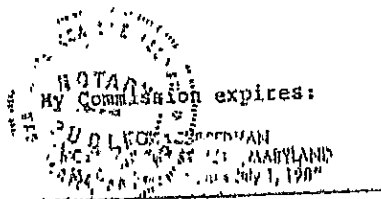
RECORDED FOR BALTIMORE COUNTY
EXHIBITS
Philip D. Caraci
ASSISTANT COUNTY CLERK
4/6/82

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Admin. v. E., of E.F. Saul Real Estate Investment Trust and acknowledged the foregoing First Amendment to Condominium Declaration to be the act and deed of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 4th day of April, 1982.

Adrienne J. Jones
Notary Public



The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.

EXHIBIT A TO DECLARATION OF
ROCKLAND RUN, A CONDOMINIUM

Metas and Bounds Description
Rockland Run Condominium

Being the same parcel of land as shown on the Section 3 "Twin Ridge Apartments" subdivision Plat recorded among the Plat Books of Baltimore County in Plat Book O.T.G. 35 Folio 100.

BEGINNING FOR THE SAME at a point located on the West side of the Jones Falls Expressway said point being the Southeasternmost corner of the Lands shown on the Section 3 "Twin Ridge Apartments" subdivision Plat recorded among the Plat Books of Baltimore County in Plat Book O.T.G. 35 Folio 100; thence leaving said West side of the Jones Falls Expressway and running along the Southernmost lines of the aforementioned plat the following two (2) courses and distances (1) South 85°23'15" West 430.39 feet; thence (2) running due West 401.25 feet to the East side of Old Willow Road, 30 feet wide; thence along the East side of Old Willow Road the following three (3) courses and distances (1) North 00°20'00" West 37.69 feet; thence (2) by a curve to the left having a radius of 330.00 feet for a distance of 129.11 feet subtended by a chord bearing North 11°32'30" West 128.29 feet; thence (3) North 22°45'00" West 113.89 feet to intersect the South side of Twin Willow Road, 30 feet wide; thence along the South side of Twin Willow Road the following three (3) courses and distances (1) South 67°15'00" West 37.50 feet; thence (2) by a curve to the left having a radius of 300.00 feet for a distance of 161.26 feet subtended by a chord bearing South 51°51'05" West 159.33 feet; thence (3) South 36°27'00" West 36.98 feet; thence leaving the South side of Twin Willow Road and running along the division line between the aforementioned Section 3 "Twin Ridge Apartments" and Section 4 "Twin Ridge Apartments" recorded among the Plat Books in Baltimore County in the following EHK. Jr., 39-28, EHK. Jr., 39-90, EHK. Jr., 39-41, EHK. Jr., 41-7, EHK. Jr., 43-30, EHK. Jr., 41-8 and EHK. Jr., 43-31, the following six (6) courses and distances (1) North 22°45'00" West 243.23 feet; thence (2) North 67°15'00" East 222.88 feet; thence (3) North 22°45'00" West 141.00 feet; thence (4) North 71°36'44" East 317.49 feet; thence (5) South 18°15'10" East 53.00 feet; thence (6) North 71°44'50" East 492.00 feet to intersect the West side of the aforementioned Jones Falls Expressway as shown on the SHA Plats Nos. 25006, 25007, 25009, 25010, 25011; thence along said West side of the Jones Falls Expressway the following eight (8) courses and distances (1) South 34°58'35" East 93.00 feet; thence (2) by a curve to the right having a radius of 4959.24 feet for a distance of 48.54 feet subtended by a chord bearing South 20°17'30" East 48.54 feet; thence (3) South 40°58'20" East 99.99 feet; thence (4) South 45°55'40" East 54.47 feet; thence (5) by a curve to the right having a radius of 4959.24 feet for a distance of 170.94 feet subtended by a chord bearing South 17°20'30" East 170.94 feet; thence (6) South 16°21'15" East 173.90 feet; thence (7) South 00°24'32" East 72.80 feet; thence (8) South 16°21'15" East 76.62 feet to the point of beginning.

Containing in all 605,118.10 square feet or 13.8916 acres more or less.

Common Expenses and Profits. The expenses and profits of the Council of Unit Owners.

Condominium. The Property and any incidents thereto or interest therein which is more particularly described in Section 1 of this Declaration and which is being submitted to the provisions of the Act by the recording of this Declaration and the other Condominium Instruments.

Condominium Instruments. This Declaration, the Bylaws, the Condominium Plats, any and all exhibits, schedules or certificates thereto, and all amendments thereto which are recorded pursuant to the provisions of the Act.

Condominium Plat. One or more plats, and any amendments thereof, made and recorded in accordance with Section 11-105 of the Act, showing the location of the buildings, the parking areas, recreation areas, other common facilities of the Condominium, and showing the location of all units in the Buildings.

Condominium Unit. A Unit, together with the Fractional Undivided Interest in the Common Elements appertaining to that Unit.

Council or Council of Unit Owners. The entity comprised of all Unit Owners which has been established as a Maryland non-profit corporation, to govern the affairs of the condominium, and is known as "The Council of Unit Owners of Rockland Run, A Condominium, Inc".

Declarant/Developer. B.F. Saul Real Estate Investment Trust, and TRP Properties, Incorporated, joint owners of the property as tenants-in-common.

Declaration. This instrument and such amendments thereof as may be recorded from time to time.

First Mortgagee. The institutional holder of any first mortgage or the beneficiary under any first deed of trust encumbering a Unit. The term "mortgage" is deemed to include the term "deed of trust". The word "institutional" shall refer to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, any federal or state chartered bank, savings and loan association or savings bank; any corporation of or affiliated with the United States Government or any state government, or any agency thereof; or any assignee of loans made by such lender, or any combination of the foregoing entities; any real estate investment trust, insurance company, Massachusetts business trust, the trustees of any pension or profit sharing plan; any mortgage insurance company or mortgage banking company; or any institution similar to the foregoing, whether governmental or non-governmental.

Fractional Interest. The undivided interest (stated as a fraction) of each Unit in the Condominium as set forth in EXHIBIT B to this Declaration.

Identifying Number. One or more letters or numbers, or both, that identifies only one Unit.

Land. The real property described in EXHIBIT A to this Declaration, and all easements, rights, and appurtenances thereto.

Limited Common Elements. Those common elements identified on the Plat as reserved for the exclusive use of one, but less than all, of the Unit Owners. The Limited Common Elements, as more particularly described in Article 6.B. of this Declaration, consist of compressors for heating and cooling which are located outside of twenty-five Units, as identified on the Plat.

Managing Agent. The professional person or entity appointed by the Board of Directors pursuant to Article 31 of this Declaration.

Parking Areas. A portion of the Common Elements located outside the buildings which provides parking for Unit Owners, their guests and invitees.

Person. A natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination of any of the foregoing.

Record (or any form of the verb "to record"). The admission to record of an instrument or document in accordance with the Act.

Rules and Regulations. The rules and regulations adopted from time to time by the Board of Directors that are deemed necessary by said Board of Directors for the enjoyment of the Condominium, provided they are not in conflict with the Act or the Condominium Instruments. The initial rules and regulations are contained in the Article 33.B. of this Declaration and Article VIII of the Bylaws.

Structure. See the definition of Building.

Unit. A portion of the Condominium for residential use as more particularly described in Section 5 of this Declaration, designed and intended for individual ownership and consisting of any one of those portions of the Condominium for residential use which is separately identified by an Identifying Number and separately shown on the Condominium Plats.

Unit Owner. One or more persons who own a Condominium Unit in fee simple, including, in a proper case, the Council.

4. Existing Units.

The Condominium consists of two hundred forty one (241) units within twenty-eight (28) buildings. The general description and number of each Unit, including its perimeters, location and such other data as may be necessary or appropriate for its identification, are set forth on the Condominium Plats, which by this reference are made a part hereof.

5. Description of Units.

Each Unit consists of the volumes or cubicles of space which are enclosed by the lower, upper and lateral or perimetrical boundaries described as follows:

A. Upper and Lower Boundaries. The lower boundary of a Unit is a horizontal plane, the elevation of which coincides with the top surface of the concrete slab floor or the underside surface of the composition board and plywood-subflooring of the Unit, extended to intersect the lateral or perimetrical boundaries thereof, and the upper boundary is a horizontal plane, the elevation of which coincides with the underside of the ceiling joists of the Unit, extended to intersect the lateral or perimetrical boundaries thereof.

B. Lateral or Perimetrical Boundaries. The lateral or perimetrical boundaries of a Unit are vertical planes which coincide with the unexposed or stud side of the interior drywall surfaces of the Unit's perimeter walls, including the inside surfaces of all windows, doors and vents, extended to intersect the upper and lower boundaries of the Unit and to intersect the other lateral or perimetrical boundaries thereof.

C. Balcony and Patio Space. In addition, Units having balconies or patios (as shown on the Plats) also include the patio or balcony space outside the Unit defined by the perimeter boundaries of the concrete slab constituting the balcony or patio, each such space to extend vertically from the concrete slab of such area to an elevation equal to the upper elevation of the Unit as described in paragraph A above.

D. By way of example, and not limitation, the following items are included within the Unit:

a. All non-structural interior partition walls located within the boundaries of the Unit excepting such part as may comprise part of the Common Elements.

b. The decorated surfaces of all boundary walls, ceilings and floors, consisting of, among other things and as appropriate, wallpaper, paint, interior brick surface, lath, wallboard, plaster, carpeting, floor and wall tiles and other floor and wall coverings and all other finishing materials.

c. All windows and doors to Units, and screen doors and window screens.

d. Any and all electrical installations and fixtures within the boundaries of the Unit, any and all outlets, switches, lampholders or other electrical service terminals, wherever located, which exist for the exclusive use of such Unit, and all wiring and conduit running from any circuit breaker panel to any such installation or fixture.

e. All range hood or bath fans for such Unit, and all duct work connecting the same to any common exhaust duct serving such Unit as well as other Units.

f. All bathroom and kitchen plumbing fixtures and connections thereto for such Unit, such as sinks, faucets, commodes, bathtubs, shower stalls, hot or cold water pipes or drain pipes connecting any of the same with any common water or drain pipes serving such Unit as well as other Units.

E. Items Excluded From Units. A Unit shall be deemed not to include: any pipes (except water and sewage pipes within the boundaries of a Unit and serving only that Unit), wires, conduits, and other public utility lines, ventilation or other ducts (other than ducts connecting range hoods or bath fans to common exhaust ducts), bearing walls and structural portions of the buildings running through a Unit which are utilized for or serve more than one Unit, and all other property and fixtures of any kind which are not removable without jeopardizing the soundness, safety or usefulness of other portions of the Condominium. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portions of the Common Elements shall be deemed a part of the Common Elements.

6. Common Elements.

A. The Common Elements consist of all portions of the Property other than the Units, and include the General Common Elements and the Limited Common Elements. The General Common Elements are identified on the Plats and include, without limitation, (i) the land; (ii) the several buildings, including the foundations, roofs, slabs (including patio slabs), perimeter structural walls, structural interior walls and floors, pipes, water mains, wires, conduits, air ducts, lateral serving stacks, public utility lines and meters not owned by utility suppliers, and other service installations

regardless of location; (iii) the Recreation Facilities, including tennis courts, swimming pool and bathhouse; (iv) the mechanical equipment buildings and all equipment contained therein; (v) all roadways, pathways, sidewalks and all means of pedestrian and vehicular ingress and egress to and from the land; (vi) all trees, shrubbery, lawns and gardens; (vii) any and all other items or things of common use or necessary to the existence, upkeep, use and safety of the several buildings and other Condominium property; (viii) all fences and balcony railings; (ix) all parking areas; (x) hallways, entryways, stairwells, doorsteps, laundry areas, storage areas and trash rooms; (xi) the heating and cooling equipment serving the Unit and located within the boundaries of a Unit, and the hot water heaters serving each Building; (xii) any shutters, awnings, windowboxes, doorsteps, stoops, and similar appurtenances that are outside the Unit's horizontal and perimetrical boundaries; and (xiii) any master television antennas and related wiring.

B. The Limited Common Elements consist of those common elements identified on the Plat as reserved for the exclusive use of one Unit, although located outside that Unit. The Limited Common Elements are limited to the compressors for heating and cooling that, because of the configuration of twenty-five (25) of the Units, are not located within those Units but are located on the balconies of adjoining Units. Although located outside the Units, the Limited Common Elements are reserved for and limited to the exclusive use of the Units which they serve. For purposes of description, the term "compressors" encompasses the air compressors themselves and any pipes or conduits running between the compressors and the Units which they serve. The maintenance and repair of the Limited Common Elements shall be the responsibility of the Council; provided, however, that the cost of maintenance and repair of the compressors may be charged to the Unit served by the compressor, while the cost of maintaining and repairing the pipes and conduits shall be a Common Expense.

7. Ownership and Use of the Common Elements.

A. Each Unit is allocated the Fractional Interest in the Common Elements assigned to that Unit in Section 8 of this Declaration as set forth in EXHIBIT B hereto. The Fractional Interest shall not be separated from the Unit and shall be deemed to be conveyed or encumbered with the Unit even though such Fractional Interest is not expressly mentioned or described in the document of conveyance or encumbrance.

B. The use of the Common Elements shall be limited to the Unit Owners in residence, to their tenants in residence, to their guests, invitees and licensees; to the Declarant and its agents, employees and invitees pursuant to the terms of this Declaration; and shall be governed by the Condominium Instruments and the Rules and Regulations.

8. Assignment and Allocation of Fractional Interest to Each Unit, Votes.

A. Each Condominium Unit is identified in EXHIBIT B to this Declaration by a separate Identifying Number. Each Condominium Unit is assigned and allocated the Fractional Undivided Interest in the Common Elements set forth opposite the Identifying Number of that Condominium Unit in EXHIBIT B to

this Declaration. Units of substantially the same size, irrespective of their location, are assigned the same Fractional Interest. The Fractional Interest of a Unit shall not be deemed to reflect or control the sales price or fair market value of any Unit, and no opinion, appraisal or fair market transaction shall affect voting rights in the Council, liability for Common Expenses, or rights to Common Profits.

B. Each Unit is allocated one vote in the Council.

9. Easements for Encroachments.

To the extent that any Unit, or any item of equipment belonging to a Unit, or Common Element encroaches on any other Unit or Common Element, whether intentionally or by reason of any deviation from the Condominium Plats in the construction, repair, renovation, restoration or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for such encroachment and for the maintenance of the same shall exist so long as the Condominium shall stand; provided, however, that such easement shall not relieve a Unit Owner of liability in cases of willful and intentional misconduct by him or his agents or employees.

10. Easement of Support.

Each Unit and the Common Elements shall have an easement of support from every other Unit and the Common Elements.

11. Easement to Facilitate Sales and Conversion.

The Declarant and the Declarant's authorized agents, representatives and employees shall have a transferable easement to use any ten (10) Units owned by the Declarant as sales offices, management offices and model Units in the Condominium, shall have the right to relocate from time to time such sales offices, management offices and model Units to any other ten (10) Units; and shall have an easement for access to and use of the Common Elements to facilitate sales and to post signs on the Common Elements in connection with its sales programs. Declarant shall also have a transferable easement over and on the Common Elements and a right of access at all reasonable times to Units for the purpose of making improvements on the Property and renovations to the Common Elements and to Units, for the purpose of constructing additional amenities thereon, and for the purpose of doing all things reasonably necessary and proper in connection therewith and with Declarant's conversion of the Property to a condominium regime. The easements shall terminate upon Declarant's ceasing to be a Unit Owner.

12. Common Elements Located Inside Units.

Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his/her Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, mechanical equipment and Common Elements serving each such other Unit and located wholly or partially in such Unit. The Board of Directors and its designees and the Declarant, so long as it is

a Unit Owner, shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements (including the Limited Common Elements) contained therein or elsewhere in the building, provided that such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units. Such entry shall be permitted on reasonable notice, except that no notice shall be required for an emergency involving manifest danger to public safety or property.

13. Use of Units and Compliance with Condominium Instruments.

A Unit shall be used only as a private residence and for no other purpose. All present and future Unit Owners, tenants, occupants and users of Units and any person who uses any part of the Condominium in any manner, are subject to, and shall comply with, the provisions of the Condominium Instruments and the Rules and Regulations. The acquisition, rental, occupancy or use of a Unit or the use of any part of the Condominium by any person shall constitute such person's agreement to be subject to and bound by the provisions of the Condominium Instruments and the Rules and Regulations, and such provisions shall be deemed to be enforceable equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. Failure to comply with any of such provisions shall be grounds for legal and equitable relief, maintainable by the Board of Directors on behalf of the Council or, in a proper case, by an aggrieved Unit Owner. In any such action at law or in equity which is successfully brought by or on behalf of the Council, the Council shall be entitled to recover all reasonable costs and expenses of any such action, including reasonable attorneys' fees.

14. Alterations.

A Unit Owner may make any improvements or alterations within such person's Unit that do not impair the structural integrity of any structure or otherwise lessen the support of any portion of the Condominium or lessen the integrity of any mechanical system in the Condominium; but no Unit Owner shall do anything which would change the exterior appearance of a Unit, of a Building, or of any of the Common Elements, including the appearance of the exterior side of doors, balconies, railings, patio fences, or of any other portion of the Condominium without the express written consent of the Board of Directors.

15. Amendments.

A. The Declarant reserves the right to amend the Condominium Instruments so long as there is no Unit Owner other than the Declarant.

B. At such time as there is a Unit Owner other than the Declarant, this Declaration may be amended only by the written consent of every Unit Owner and of every holder of any recorded mortgage and every beneficiary of any recorded deed of trust encumbering one or more units. An amendment shall only become effective when it is recorded.

C. All amendments to this Declaration shall be subject to the approval of the appropriate officials of Baltimore County.

16. No Revocation or Partition.

The Common Elements shall remain undivided and no Unit Owner, or any other person, shall bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the condominium regime is terminated by agreement of the Unit Owners pursuant to Article 27 of this Declaration.

17. Consent of First Mortgagees.

Notwithstanding any other provision of this Declaration, the Bylaws or the Rules and Regulations, unless at least two-thirds (66.6%) of all the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written approval, the Council of Unit Owners shall not be entitled to: (a) change the pro rata interest or obligations of any Unit for purposes of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements; (b) partition or subdivide any Unit; (c) by act or omission, terminate the regime, or seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause); or (d) use hazard insurance proceeds for losses to any condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements. Nothing in this Article 17 shall affect any right Baltimore County may have to approve the actions set forth in this Article 17.

18. Priority of First Mortgagees.

No provision of this Declaration, the Bylaws, or the Rules and Regulations shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of First Mortgagees of the Units pursuant to their first mortgages in the case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units or the Common Elements or any portions thereof.

19. Control of Condominium by Declarant.

To the extent allowed by law, the Declarant reserves the right to appoint and remove all officers of the Council and to exercise all the powers and responsibilities otherwise assigned by the Condominium Instruments and the Act to the Council, its Board of Directors and officers. Such authorization shall expire after Units to which a majority of the votes in the Council appertain have been conveyed.

20. Changes by Declarant.

Nothing contained in this Declaration shall be deemed to impose upon the Declarant or its successors or assigns any

obligation of any nature to build, construct or provide any additions to the Condominium hereby created except as herein specifically set forth.

21. Liability for Assessments; Liens.

A. A Unit Owner shall be liable for all assessments, or installments thereof, coming due while he is the owner of a Unit. In a voluntary grant the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the Unit for which the assessments are made. Notwithstanding the foregoing, any First Mortgagee who obtains title to a Unit pursuant to the remedies provided in the deed of trust or foreclosure of the deed of trust will not be liable for such Unit's unpaid assessments which accrue prior to the acquisition of title to such Unit by the First Mortgagee.

B. The total annual contribution of each Unit Owner for the Common Expenses levied pursuant to the Bylaws together with interest, late charges, actual costs of collection, and reasonable attorneys' fees, is hereby declared to be a lien against the Unit of such Unit Owner if a statement of lien is recorded within two years after such assessment becomes due. The Board of Directors, or Managing Agent, may file or record such notice of lien, or such other or further document as may be required by the then laws of the State of Maryland to confirm the establishment of such lien.

C. In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the payment of any single installment, which continues for fifteen (15) days after written notice of such default has been sent to the Unit Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the then balance owing may be declared due and payable in full together with interest thereon at eighteen percent (18%) per annum and the cost of collection thereof, including reasonable attorneys' fees, by the service of notice to such effect upon the defaulting Unit Owner by the Board of Directors or Managing Agent. The Board of Directors may post a list of Unit Owners who are delinquent in the payment of any assessment or other fees which may be due the Council, including any installment thereof which becomes delinquent, in any prominent location within the Condominium. The Unit Owner who is delinquent shall be prohibited from voting at any meeting of the Council of Unit Owners until the amount necessary to satisfy indebtedness and release the lien has been paid.

D. The lien for assessments may be foreclosed in the manner provided by the laws of the State of Maryland by suit brought in the name of the Board of Directors, acting on behalf of the Council. During the pendency of such suit the Unit Owner shall be required to pay any additional assessments as they come due, or if judgment has been entered, a reasonable

rental for the Unit for any period prior to sale pursuant to any such judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceedings shall have the right to the appointment of a receiver, if available under the then laws of the State of Maryland.

E. The lien for assessments shall be prior to all other liens and encumbrances except: (i) liens and encumbrances recorded prior to the recordation of the Declaration; (ii) liens of any mortgagee holding a mortgage on a Unit and recorded prior to the recordation of a statement of condominium lien pursuant to § 11-110 of the Act, and (iii) liens for real estate taxes and municipal assessments or charges against the Unit.

22. Captions.

The captions herein are used solely as a matter of convenience and shall not define or limit any of the terms or provisions hereof.

23. Gender and Number.

Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

24. Exhibits.

EXHIBITS A and B attached hereto, and the Plats, are an integral part of this Declaration.

25. Invalidity and Severability.

It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision is invalid or void under any applicable Federal, state or local law or ordinance, the remainder shall be unaffected thereby.

26. Relocation of Unit Boundaries; Subdivision of Units.

A. No Unit Owner may grant by deed part of a unit and incorporate it as part of another unit.

B. If the Unit Owner of two or more adjacent Units desires to consolidate them, the Board of Directors of the Council shall authorize the Unit Owner to remove all or part of any walls separating the Units if the removal does not violate any applicable statute or regulation, provided, however, that the holders of any mortgage on the affected Units consent to such removal, and provided further that an amendment to the Declaration and Plats reflecting such removal be filed among the land records of Baltimore County.

C. No Unit shall be partitioned or subdivided into two or more Units.

27. Termination of Condominium.

A. If there is no Unit Owner other than the Declarant, the Declarant may unilaterally terminate the Condominium, and any such termination shall become effective upon the recordation of an instrument of termination executed by the Declarant.

B. If there is any Unit Owner other than the Declarant, then the Condominium shall be terminated only by the agreement of Unit Owners to which one hundred percent (100%) of the votes in the Council are allocated.

C. In the event of a termination other than by condemnation or eminent domain, the termination procedures set forth in Section 11-123 of the Real Property Article of the Code of Maryland, or any successor thereto, shall govern the procedure for effecting the termination and the distribution of any assets of the Condominium.

D. Termination of the Condominium shall be subject to the approval of the appropriate officials of Baltimore County.

28. Existing Easements.

The land is subject to the easements, encroachments and rights-of-way as heretofore recorded among the land records of Baltimore County.

29. Future Easements.

The Council shall have, subject to approval by the appropriate officials of Baltimore County, an irrevocable right and authority to grant specific easements, rights-of-way, licenses, and similar interests affecting the Common Elements provided that such easements, rights-of-way, licenses, and similar interests are for public utilities and for other public purposes consistent with the intended use of the Common Elements by the Condominium.

30. Limitation of Liability.

Any obligation or liability made, entered into or incurred by or on behalf of B. F. Saul Real Estate Investment Trust binds only its Trust property, and no shareholder, trustee, officer, or agent assumes or shall be held to any liability therefor.

31. Managing Agent.

The Board of Directors shall employ in the name of the Council a professional Managing Agent, at a compensation fixed by the Board of Directors, to perform such duties as the Board of Directors may authorize, including, but not limited to, the duties listed in Section 4.1 of the Bylaws other than the powers and duties set forth in paragraphs E, H, and L of Section 4.1 of the Bylaws. The Board of Directors shall not be liable for any omission or improper exercise by the Managing Agent of any such duty, power or function delegated. Any agreement between the Board of Directors and the Managing Agent shall be in writing and shall provide that it may be terminated, with cause, on thirty (30) days' written notice, and without cause and without payment of a termination fee on ninety (90) days' notice, provided, however that any agreement entered into prior to the conveyance by Declarant of Units having a majority of the votes in the Council shall be subject to termination by majority vote of the Council upon thirty (30) days' notice, without penalty. The term of any such agreement shall not exceed one year. The Declarant, or an affiliate of the

Declarant, may be employed as Managing Agent. After the initial Managing Agent has been named, the Board of Directors shall not employ any new Managing Agent without thirty (30) days' written notice to the First Mortgagees. The Council may not terminate professional management and assume self-management without first obtaining the prior written consent of seventy-five percent (75%) of the First Mortgagees (based on one vote for each mortgage owned).

32. Reserve Fund For Capital Improvements, Replacements and Major Repairs.

The Board of Directors shall establish and maintain a reasonable fund for capital improvements, replacement and major repairs by providing for a reserve fund in the Annual Budget, segregating such reserve fund on the books of the Condominium, and allocating and paying monthly to such reserve fund one-twelfth of the total amount budgeted for such reserve fund for the current fiscal year. The portion of the Unit Owners' assessments paid into such reserve fund shall be conclusively deemed to be contributions to the capital of the Condominium by the Unit Owners. Such reserve fund may be expended for the purposes of capital improvements, replacements and major repairs. If for any reason, including nonpayment of any Unit Owner's assessment, such reserve fund is inadequate to defray the cost of a required capital improvement, replacement or major repair, the Board of Directors may at any time levy an additional assessment against the Unit Owners in proportion to the respective Fractional Interests of their Units, payable into such reserve fund in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall give notice of any such further assessment on the Unit Owners by a statement in writing giving the amount and reasons therefor, and such additional assessments shall become due and payable, unless otherwise specified in the notice, with the next monthly assessment payment which is due more than ten (10) days after the delivery or mailing of such notice of additional assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessment.

The proportionate interest of any Unit Owner in any reserve fund shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it is appurtenant, and shall be deemed to be transferred with such Unit.

33. Restrictions on Use of Units and Condominium.

A. The Board of Directors is authorized to promulgate, amend and enforce Rules and Regulations concerning the operation and use of the Condominium; provided, that such Rules and Regulations are not contrary to or inconsistent with the Act, this Declaration, or the Bylaws. A copy of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time the same become effective. The Rules and Regulations set forth in this Declaration may be amended only in the manner required by Article 15 of this Declaration. Certain other Rules and Regulations, which are set forth in Article VIII of the Bylaws, may only be amended in the manner set forth in Article VII of the Bylaws.

B. The use of the Condominium is subject to the following restrictions, which shall constitute the initial Rules and Regulations of the Council:

(1) All Units shall be used only for private residential purposes, except for such temporary uses as may be permitted from time to time by the Board of Directors and for uses reserved to the Declarant pursuant to the Declaration. This provision shall not be construed to prevent the Declarant from using any Unit for model sales office or display purposes nor to prohibit the leasing of Units owned by the Declarant, subject to the provisions of the Condominium Instruments. The Declarant, in adopting the Condominium Instruments, specifically reserves an easement and express right and power to so utilize these Units. No activity shall be conducted or maintained in any Unit or upon any of the Common Elements which is not in conformity with applicable zoning regulations.

(2) No furniture, furnishings or equipment having unusual weight-loads shall be permitted in any Unit without the prior written consent of the Board of Directors, which consent the Board of Directors may withhold in its sole discretion. Items specifically requiring prior approval shall include waterbeds and weight-lifting equipment.

(3) No nuisances shall be allowed in the Condominium nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents.

(4) No Unit or Common Elements of the Condominium may be used for any unlawful purpose.

(5) No Unit Owner, resident or lessee shall direct or engage any employee of the Condominium on any private business of such Unit Owner, resident or lessee while such employee is on duty, nor shall he direct, supervise or in any manner attempt to assert control over any such employee or over any contractor acting under a contract or agreement with the Council.

(6) No activity shall be done or maintained in any Unit or upon any Common Elements which will increase the rate of insurance on any Unit or the Common Elements or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors.

(7) In the use of the Units and the Common Elements of the Condominium, Unit Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules and Regulations adopted by the Board of Directors.

(8) A Unit Owner may lease his Unit for a term of not less than one year provided that (i) any lease agreement shall be in writing in a form approved by the Board of Directors, shall provide that its terms are subject in all respects to the Condominium Instruments and that the failure by the lessee to comply with the Condominium Instruments shall be a default under the lease; (ii) a fully conformed copy of said lease or renewal thereof shall be delivered to the Board of

Directors within seven (7) days after execution; and (iii) the Board of Directors has the power to terminate such lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder, in the event of a default by the tenant in the performance of such lease. No Unit may be leased for transient or hotel purposes, and no Unit Owner may lease less than the entire Unit. For the purposes of these Bylaws, any agreement for the leasing or rental of the Unit shall be deemed a "lease." The restrictions of this paragraph shall not apply to the Declarant or any First Mortgagee who comes into possession of a Unit pursuant to a foreclosure sale, judicial sale or transfer or conveyance in lieu of foreclosure.

34. Right of Access.

Each Unit Owner grants a right of access to his Unit to the Board of Directors, the Managing Agent, to the Declarant so long as the Declarant is a Unit Owner, and to any other person authorized by the Board of Directors for the purpose of making inspections and for the purpose of correcting any condition in his Unit which affects another Unit or a Common Element, or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or other Common Elements, or for the purpose of maintaining, repairing, or replacing the Limited Common Elements, or to correct any condition which violates the provisions of any mortgage covering another Unit, and for the purpose of performing all acts and doing all things reasonably necessary and proper in connection with the Declarant's conversion of the property to a condominium regime, provided that reasonable notice of such entry shall be given to the Unit Owner. In case of an emergency involving manifest danger to public property and safety, such right of entry shall be immediate whether the Unit Owner is present at the time or not. The right of access granted herein shall not extend to other Unit Owners (unless such Unit Owners have been authorized by the Board as aforesaid), except in the case of an emergency involving manifest danger to public property and safety. For the purpose of emergencies, each Unit Owner shall be required to provide the Board of Directors with a key to all locks to his Unit, and, if a Unit Owner fails to provide such key(s), emergency entry may be accomplished by forcing the door to said Unit without liability and at the Unit owner's expense.

35. Limitation of Liability.

The Council shall not be liable for any failure of water supply or other services to be obtained by the Council or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any wire, pipe, drain, conduit, appliance or equipment. The Council shall not be liable to the owner of any Condominium Unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of Common Expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or to any Condominium Unit, or from any action taken by the Council to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority or for the

dispossession of the Unit Owner by reason of fire or other casualty, except to the extent covered by insurance.

36. Insurance, Destruction, Restoration, Condemnation and Distribution.

A. Authority. The Board of Directors shall obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board of Directors, but in no event less than the amount required by Section B hereof. The insurance premiums paid by the Board shall be charged as items of Common Expense. Such insurance coverage shall provide for the issuance of certificates of insurance and mortgagee endorsements to all First Mortgagees of the Units, if requested. Such insurance coverage shall be written on the Condominium and shall provide for the insurance proceeds covering any loss to be payable to the Board of Directors as Insurance Trustee for the benefit of each Unit Owner and his mortgagee according to his Fractional Interest.

B. Coverage. The Condominium shall be insured, to the extent available, against casualty in a minimum amount equal to the maximum insurable replacement value thereof (i.e., 100% of replacement costs based upon the value of replacing the Building and all improvements of the Condominium utilizing contemporary building materials and technology, exclusive of excavations and foundations) as determined annually by the Board of Directors with assistance of the insurance company affording such coverage. The policy shall cover all the improvements of the Condominium except those made by a Unit Owner at his expense and shall contain a "condominium replacement cost" endorsement. Such coverage shall afford protection against:

1. loss or damage by fire, vandalism, malicious mischief, windstorm, and other hazards covered by the standard extended coverage endorsement; and

2. such other risks as shall customarily be covered with respect to projects similar in construction, location and use as the directors in their sound discretion may deem advisable.

Such coverage shall insure the Buildings (including all of the Units and the bathroom, laundry and kitchen equipment, fixtures and cabinets, and electrical fixtures, together with all air conditioning, heating and other equipment, but not including furniture, furnishings or other personal property supplied or installed by Unit Owners), and other Condominium property including all personal property owned by the Council included in the Common Elements. If there is a steam boiler in operation, the Condominium shall have boiler explosion insurance in the amount of \$250,000 per accident per location. The Condominium also shall be insured against liability for personal injury and property damage in such amounts and in such forms as shall be required by the Board, which, however, in no event shall be less than \$1,000,000 with respect to any one occurrence. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Council as a group, the Board and each individual Unit Owner and a severability of interest endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of

the negligent acts of the Council or other unit owners. The deductible, if any, on any policy of insurance purchased by the Board of Directors, shall be paid by the Council. Workmen's Compensation insurance shall be obtained where necessary to meet the requirements of law. In addition to the foregoing, the Board of Directors may obtain such additional insurance coverage as it may deem advisable and appropriate or as may be requested from time to time by a majority of the Unit Owners.

C. Limitations. Insurance obtained pursuant to the requirements of this Section 36 shall be subject to the following provisions:

1. Each policy shall be written with a company or companies which are licensed to do business in the State of Maryland and which falls into a category of Class VI or better in the current edition of Best's Key Rating Guide.

2. No insurance coverage obtained and maintained pursuant to the requirements of this Section 36 shall be brought into contribution with insurance purchased individually by any of the Unit Owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Board of Directors pursuant to the requirements of this Section shall exclude such policies from consideration.

3. Each policy shall provide that it may not be cancelled or substantially modified or reduced without at least thirty (30) days' prior written notice to all insureds named thereon, including all named First Mortgagees.

4. Each policy of casualty insurance shall provide that, notwithstanding any provisions thereof which gives the carrier the right to elect to restore, or repair damage or reconstruct in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors.

5. Each policy shall contain a waiver of subrogation by the insurer as to any and all claims against the Unit Owners, the Council, the Board of Directors, the Managing Agent, and their respective agents, and of any defenses based upon coinsurance or invalidity arising from the acts of the insured.

6. Each policy shall contain provisions (i) that its coverage shall not be prejudiced by any act or neglect of any occupants or Unit Owners of the Condominium or their agents when such act or neglect is not within the control of the insured, or the Unit Owners collectively; and (ii) that it shall not be prejudiced by failure of the insured, or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or the Unit Owners collectively, have no control.

7. The scope, amount, and kinds of coverage shall at all times meet the minimum standards of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association. In addition, any insurance requirements not set forth in this Declaration but required by the laws of the State of Maryland shall be complied with.

D. Notice of Insurance Coverage. The Board of Directors shall promptly furnish to each Unit Owner written notice of the procurement, subsequent changes, or termination of each insurance policy obtained on behalf of the Council.

E. Individual Policies. Each Unit Owner or any mortgagee may obtain at his own expense additional insurance, including a "condominium unit owner's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Unit Owner. Such insurance shall contain the same waiver of subrogation provision as that required by Section C.5. above. It is recommended that each Unit Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Council, a "Condominium Unit Owner's Policy," or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. No Unit Owner shall maintain insurance coverage which will tend to decrease the amount which the Council may realize under any insurance policy which it may have in force at any particular time; the Board of Directors may require that each Unit Owner shall file with the Managing Agent a copy of each individual policy of insurance purchased by the Unit Owner within thirty (30) days after its purchase; the Board of Directors may also require that each Unit Owner shall notify the Board of Directors of all improvements made by him to his Unit having a value in excess of \$1,000.

F. Insurance Trustee. The Board of Directors shall serve as the Insurance Trustee. All insurance policies purchased by the Council shall be for the benefit of the Council, each Unit Owner and his First Mortgagee, as their respective interests may appear, and shall provide that proceeds payable pursuant to the policies shall be paid directly to the Board of Directors as Insurance Trustee. All policies shall provide that adjustment of loss shall be made by the Board of Directors.

G. Covenants for Benefit of Mortgagees. Proceeds of insurance policies received by the Insurance Trustee, as a result of damage to the Condominium by casualty shall be distributed to or for the benefit of the Unit Owner entitled thereto, after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:

1. Proceeds are to be paid first to repair or restore damage or destruction, as elsewhere provided herein. After defraying the cost of the repair or restoration, all remaining proceeds shall be payable jointly to the Unit Owners and First Mortgagees, if any, entitled thereto. This covenant is for the benefit of any First Mortgagee and may be enforced by such mortgagee.

2. If the entire Condominium is not repaired or replaced:

(1) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;

(ii) The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the owners and First Mortgagees (as their interests may appear) of those Units and the owners and First Mortgagees (as their interests may appear) of the Units to which those Limited Common Elements were assigned; and

(iii) The remainder of the proceeds shall be distributed to all the Unit Owners in proportion to their Common Element Interest.

3. If the Unit Owners vote not to rebuild any unit, that unit's entire Common Element interest, votes in the Council of Unit Owners, and common expense liability are automatically reallocated upon the vote as if the Unit had been condemned, and the Council promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this subparagraph, the provisions of Article 27 of this Declaration shall govern the distribution of insurance proceeds if the Condominium is terminated.

H. Reconstruction. (a) If any part of the Condominium shall be damaged or destroyed, it shall be repaired or replaced promptly by the Council of Unit Owners unless:

- (1) the Condominium is terminated;
- (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- (3) eighty percent (80%) of the unit owners, including every owner of a unit or assigned limited common element which will not be rebuilt, vote not to rebuild.

(b) If any part of the Condominium shall be destroyed or damaged and such destroyed or damaged property is to be reconstructed or repaired, the reconstruction or repair thereof shall, at least, be to the extent of the replacement value of the property destroyed or damaged, and as nearly as practicable to the character of the Building or improvement existing immediately prior to such casualty. Any reconstruction or repair shall be done in accordance with the outstanding building code requirements of the State of Maryland and Baltimore County and may be done with contemporary building materials, and achieved by utilizing updated construction systems and technology.

(c) If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is borne by the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty and shall be entitled to apply, with the assistance of the Board of Directors, for the applicable insurance proceeds. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Board of Directors.

(d) The proceeds of insurance collected on account of casualty and funds received by the Board of Directors from collections of assessments against Unit Owners on account of

such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the amount of the estimated cost of reconstruction and repair is \$10,000 or less (as estimated by the Board of Directors), then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors, provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereinafter provided.

(2) If the estimated cost of reconstruction and repair of the building or other improvement is more than \$10,000, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in the State of Maryland and employed by the Board of Directors to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services rendered and materials furnished by various contractors, subcontractors, materialmen, the architect, or other persons who have rendered services or furnished materials in connection with the work, and stating that

(i) the sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished;

(ii) there is no other outstanding indebtedness known to the said architect for the services and materials described and releases of liens have been obtained; and

(iii) the cost, as estimated by said architect for the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining after payment of the sum so requested.

I. Condemnation. An award, settlement or other compensation arising from the taking of, injury to, or destruction of part or all of the Condominium by condemnation or the exercise of the power of eminent domain shall be awarded as follows:

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

2. Any award for the taking of Limited Common Elements shall be allocated to the Unit Owner or owners to which the use of such Limited Common Elements is restricted in proportion to their respective percentage interests in the Common Elements.

3. Any award for the taking of General Common Elements shall be allocated to all Unit Owners in proportion to the respective Fractional Interests in the Common Elements assigned in Exhibit B to the Declaration.

4. All award sums are to be paid jointly to the Unit Owners and First Mortgagees, if any, entitled thereto. This covenant is for the benefit of any First Mortgagee and may be enforced by such mortgagees.

5. Following the taking of any part of the Common Elements, the Council shall not be obligated to replace such improvements taken but promptly shall undertake to restore the remaining improvements to a safe, habitable, and useable condition. Any costs of such restoration shall be a common expense.

6. Following the taking of all or part of any Unit, the Fractional Interests appurtenant to the Unit shall be adjusted in proportion to the amount of floor area of the Unit to the floor area of the Unit prior to the taking. The Council of Unit Owners shall promptly prepare and record an amendment to the Declaration (i) reflecting the new Fractional Interests appurtenant to the Unit and (ii) proportionately adjusting the Fractional Undivided Interests of all other Units by reducing the denominator of the fractions reflected in Exhibit B by an amount equal to the reduction in the Fractional Interest of the Unit affected by the condemnation, and thereupon recalculating all Fractional Interests in accordance with the new denominator. Following the taking of part of a Unit, the votes appurtenant to that Unit shall be appurtenant to the remainder of that Unit. Following the taking of all of a Unit, the right to vote formerly appurtenant to the Unit shall terminate.

J. Assessments if Insurance or Condemnation Proceeds are Inadequate. Immediately after a casualty or condemnation causing damage to property for which the Board of Directors has the responsibility of maintenance and repair, the Board shall obtain reliable and detailed estimates of the cost to restore the damaged property. Such costs may include professional fees and premiums for such bonds as the Board desires. If the proceeds of insurance or of the condemnation are not sufficient to defray such estimated costs, a special assessment shall be made against all the Units in proportion to the Fractional Interests of the Units, in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for payment of the costs thereof are insufficient, assessments shall be made against all of the Units in proportion to their Fractional Interests in sufficient amounts to provide funds for the payment of such costs.

K. Disbursements. Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds, or any combination thereof, to be made by the Insurance Trustee for any purpose whatsoever, shall be made pursuant to and in accordance with a certified statement of the Council or the Board of Directors.

L. Notification. The Board of Directors shall timely notify in writing: (a) the First Mortgagee of the Unit whenever damage to the Unit covered by the mortgage exceeds

\$1,000; and (b) all First Mortgagees whenever damage to the Common Elements exceeds \$10,000. If any Unit or portion thereof or the Common Elements, or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagees of all such Units and Common Elements shall be given timely written notice of any such proceeding or proposed acquisition.

M. Premiums and Deductibles. Premiums and deductibles upon all insurance policies purchased by the Board of Directors shall be deemed to be a Common Expense.

37. Mortgages.

A. Notice to Board. A Unit Owner who mortgages his Unit shall notify the Board through the Managing Agent of the name and address of his mortgagee; the Board shall maintain such information in a book entitled "Mortgagees of Units."

B. Notice of Unpaid Assessments. The Board, whenever so requested in writing by a mortgagee, shall promptly report any then unpaid assessments due from, or any other default by, the owner of the mortgaged Unit.

C. Notice of Default. The Board shall give written notice to a Unit Owner of any default by the Unit Owner in the performance of any obligations under the Act or Condominium Instruments, and, if such default is not cured within 60 days, shall promptly send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board.

D. Examination of Books. Each Unit Owner and each First Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month. Each First Mortgagee, upon request to the Board of Directors, will be entitled to receive an annual audited financial statement of the Condominium within ninety days following the end of any fiscal year of the Condominium.

E. Notice of Meetings. Upon request, each First Mortgagee of a Unit shall receive notice, in writing, of all meetings of the Council and of all proposed amendments of the Bylaws, and shall be permitted to designate a representative to attend all such meetings.

F. Manner of Notice. Unless specified otherwise in other sections of these Bylaws, whenever any notice is required to be given under the provisions of the Act or of the Condominium Instruments to any mortgagee, director or Unit Owner, it shall not be construed to require personal notice, but such notice may be given in writing, by mail, or hand delivery. Such notice may be accomplished by depositing the same in a post office or letter box, in a post-paid sealed wrapper, addressed to such mortgagee, director or Unit Owner at such address as appears on the books of the Condominium, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

G. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Act or the Condominium Instruments, a waiver thereof, in writing, signed

by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

38. Notice of Loss to or Taking of Common Elements.

The Board of Directors shall give written notice to Federal Home Loan Mortgage Corporation, the Veterans Administration, and the Federal National Mortgage Council (c/o the appropriate Servicer) of any loss to or taking of the Common Elements of the Condominium, if such loss or taking exceeds Ten Thousand (\$10,000) Dollars, or, with respect to a Unit covered by a mortgage which has been purchased, in whole or in part, where the loss or taking exceeds One Thousand (\$1,000) Dollars.

39. All rights of approval granted herein to Baltimore County shall remain in effect only for so long as County approval of instruments affecting condominiums is required.

IN WITNESS WHEREOF, B.F. Saul Real Estate Investment Trust and TRP Properties, Incorporated have caused this Declaration to be signed this 11th day of January, 1982.

B.F. SAUL REAL ESTATE
INVESTMENT TRUST

Witness:

John A. Wolff

By: *Philip D. Caraci*
Philip D. Caraci, Administrative
Vice President

WITNESS:

John A. Wolff Jr

TRP PROPERTIES, INCORPORATED
By: *Philip D. Caraci*
Philip D. Caraci, Administrative
Vice President

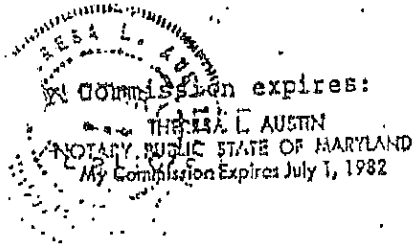
STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Administrative Vice President, of B.F. Saul Real Estate Investment Trust and acknowledged the foregoing Declaration to be the act and deed of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 11th day of January, 1982.

Theresa L. Austin
Notary Public

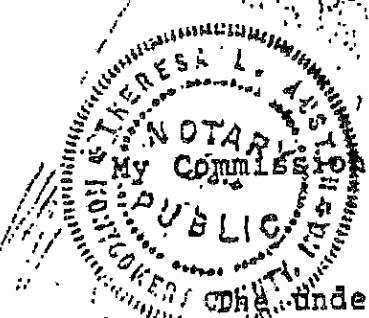


STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Carac Administrative Vice President of TRP Properties, Incorporated and acknowledged the foregoing Declaration to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 12th day of January, 1981.

Theresa A. Austin
Notary Public



expires:

THERESA L. AUSTIN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.

James C. [Signature]

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

[Signature]
ASSISTANT COUNTY SOLICITOR

THE UNDERSIGNED HEREBY AFFIRM under the penalty of perjury that the notice requirements of Section 11-102.1 of the Real Property Articles, if applicable, have been fulfilled.

B.F. SAUL REAL ESTATE INVESTMENT TRUST

By: Philip D. Caraci
Philip D. Caraci, Administrative
Vice President

TRP PROPERTIES, INCORPORATED

By: Philip D. Caraci
Philip D. Caraci, Administrative
Vice President

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
Ann H. [Signature]
ASSISTANT COUNTY SOLICITOR