

Resolutions and Policies

Mt. Washington Condo

Order: R5N24TGN8
Address: 1703 Mount Washington Ct Apt D
Order Date: 02-01-2023
Document not for resale
HomeWiseDocs

MEMORANDUM

TO: Owners of Mt. Washington Hills Condominium
FROM: Wallace H. Campbell & Co., Inc., Managing Agents
RE: Collection Fees Policy

At times, when Owners become delinquent in the payment of their Association Fees, despite multiple reminders and demand letters, it may become necessary to refer individuals to an attorney for collections. This process in and of itself takes a considerable amount of time.

To help offset the increased costs, as of January 1, 2010, a fee of \$50.00 was implemented, which will be assessed on the delinquent Owners account. This will not be an expense to your Association, but will be added to the costs incurred in the collection of outstanding Association Fees and added to the amount owed by the individual Owner.

This collection fee of \$50.00 will be assessed when it is necessary to send the delinquent Owner to the attorney's office. It helps offset the additional administrative costs.

Please note that at this point "reminders" as well as phone calls, payment arrangements, etc., have been attempted to resolve the debt without resolution. This in turn creates additional administrative costs that we are forced to pass on to the delinquent Owner.

COUNCIL OF UNIT OWNERS OF BURN COURT CONDOMINIUM
SUMMARY OF COLLECTION PROCEDURE

ON THE RECOMMENDATION OF THE CONDOMINIUM'S ATTORNEY, THE COLLECTION PROCEDURE IS BEING SENT TO ALL OWNERS.

ASSESSMENTS ARE DUE ON THE 1ST OF THE MONTH.

IF RECEIVED AFTER THE 15TH OF THE MONTH IN WHICH THE ASSESSMENT IS DUE, THE ASSESSMENT IS LATE AND YOUR ACCOUNT MAY BE ASSESSED A LATE CHARGE OF 10% OR \$15.00 WHICHEVER IS GREATER.

ALL PAYMENTS RECEIVED ARE APPLIED TO THE ASSESSMENT ACCOUNT AND MAY BE APPLIED AS FOLLOWS: TO ATTORNEY'S FEES AND COSTS, IF ANY, FIRST AND THEN TO ASSESSMENTS, LATE FEES AND INTEREST IN THE ORDER OF THE OLDEST BALANCE FIRST.

ANY ASSESSMENT NOT PAID WITHIN 30 DAYS WILL BE SUBJECT TO INTEREST AT THE RATE OF 18% PER ANNUM.

DELINQUENT ACCOUNTS (DEFINED AS AN ACCOUNT THAT IS NOT PAID BY THE DUE DATE) MAY BE ACCELERATED, MEANING THE ASSESSMENTS FOR THE REMAINDER OF THE YEAR WILL BECOME IMMEDIATELY DUE AND PAYABLE.

ALL ACCOUNTS THAT ARE 30 DAYS IN ARREARS MAY BE TURNED OVER TO THE ASSOCIATION'S ATTORNEY FOR COLLECTION.

AFTER TURN OVER, THE MANAGEMENT COMPANY WILL FORWARD ANY PAYMENTS RECEIVED TO THE ATTORNEY AND ANY CALLS FROM THE OWNER WILL BE DIRECTED TO THE ATTORNEY.

AFTER TURN OVER, YOUR ACCOUNT WILL ACCRUE A \$125.00 COLLECTION FEE AND ALL OTHER APPLICABLE ATTORNEY'S FEES AND COSTS.

THE ATTORNEY WILL SEND YOU A NOTICE OF INTENTION TO LIEN LETTER (LIEN WARNING LETTER). IF YOUR ACCOUNT CONTINUES TO BE DELINQUENT, YOUR ACCOUNT WILL ACCRUE ADDITIONAL ASSESSMENTS, LATE FEES, INTEREST, COSTS OF COLLECTION, AND ATTORNEY'S FEES. PURSUANT TO THE ASSOCIATION'S DOCUMENTS, A DELINQUENT OWNER IS RESPONSIBLE FOR ALL COSTS AND ATTORNEY'S FEES.

JOINDER

THIS JOINDER made this 1st day of August, 1982 by and between MWC, INC., a Maryland corporation, on its own behalf, party of the first part (hereinafter referred to as "Owner") and ROGERS AT NORTHERN JOINT VENTURE, a Maryland general partnership, whose general partners are MWC, INC., a Maryland corporation, ALVIN BLANK, JOHN O. SIMONS and JOHN O. SIMONS, JR., party of the second part (hereinafter collectively referred to as the "Joint Venture").

Explanatory Statement

1. Owner, on its own behalf, holds title to all that real property described in Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "Property") for the use and benefit of Joint Venture and has contributed the Property to Joint Venture as a portion of its capital contribution thereto as set forth in the Joint Venture Agreement dated January 1, 1980, as amended by Amendments thereto dated February 24, 1980,

August 27, 1980 and October 15, 1981.

2. Joint Venture has subjected the Property to the force

and effect of a Declaration (the "Declaration") dated

11th March 1982, 1982 and recorded among the Land Records of Baltimore City in Liber 121 411, Folio 421 and a Condominium Plat (the "Condominium Plat") entitled "Condominium Plat, Mount Washington Hills, Section I" which Condominium Plat is recorded among the Land Records of Baltimore City in Condominium Plat Book No. 79, Folio —, et seq., pursuant to which the therein described premises were subject to a condominium property regime under Title 11, Section 11-101 through

and including Section 11-142, Real Property Article, Associated Code of Maryland.

3. The purpose of this instrument is to evidence the consent and joinder of Owner in and to the Declaration and Condominium Plat for the purpose of establishing the condominium regime thereby created.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) each to the other in hand paid, receipt of which is hereby acknowledged, and for other good and valuable consideration, including the obligation of Owner under the afore-said Joint Venture Agreement, as amended, Owner does hereby consent to and join in the Declaration and the Condominium Plat to the end and intent that all the Property, including improvements thereon, is subjected to a condominium regime pursuant to the laws of Maryland.

IN WITNESS WHEREOF, Owner has hereunto set its hands and seals as of the day and year first above written.

WITNESS:

MWC, INC.

Frederic C. O'Meara

By: [Signature]

President

(SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 11th day of March, 1982, before me, the undersigned Notary Public of said State, personally appeared Frederic C. O'Meara, who acknowledged himself to be the President of MWC, INC., a Maryland corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said corporation by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal.

Frederic C. O'Meara
Notary Public

My commission expires: 6/1/83

EXHIBIT A

778-2

BEGINNING for the same at the corner formed by the intersection of the southeastermost line of Whalen Avenue (formerly Rogers Avenue) and the north-eastermost line of West Rogers Avenue (formerly Cross Country Boulevard) as laid out and now existing 50 feet wide, said point being the beginning of that parcel which by deed dated August 17, 1955 and recorded among the Land Records of Baltimore City, Maryland in Liber HLP 2804 at Folio 209 was conveyed by Charles A. Vello, Executor, to Frank P. Ragonese and running thence, as now surveyed, referring the following courses and distances to the True Meridian as established by the Baltimore City Topographic Survey Correlation and blinding along the aforesaid southeastermost line of Whalen Avenue (formerly Rogers Avenue), a private road and along the first line of the abovementioned deed North 64 degrees 52 minutes 00 seconds East 345.30 feet to the end of said first line, thence blinding along the second line of the abovementioned deed, as now surveyed, North 10 degrees 35 minutes 00 seconds West 20.66 feet (said line being erroneously called 41.04 feet in length in the abovementioned deed) to the end thereof, thence blinding along the third and fourth lines of the abovementioned deed the two following courses and distances, viz: (1) North 64 degrees 52 minutes 00 seconds East 20.00 feet and (2) South 81 degrees 18 minutes 30 seconds East 147.12 feet to the westernmost right of way line of the Northern Central Railroad, as laid out and now existing 66 feet wide, thence blinding along the aforesaid westernmost right of way line of the Northern Central Railroad and along the Fifth, Sixth and along part of the Seventh lines of the abovementioned deed the three following courses and distances, viz: (1) 422.00 feet in a southerly direction along the arc of a curve to the right having a radius of 1739.00 feet and a long chord bearing of South 09 degrees 28 minutes 45 seconds West and a long chord distance of 420.97 feet, (2) South 16 degrees 25 minutes 52 seconds West 148.74 feet, and (3) 275.10 feet in a southerly direction along the arc of a curve to the left having a radius of 1552.00 feet and a long chord bearing of South 12 degrees 16 minutes 34 seconds West and a long chord distance 274.91 feet to the end of the Third line of that parcel of land which by deed dated September 12, 1961, recorded among the aforesaid Land Records in Liber JTC 1142, at Folio 303 was conveyed by Frank P. Ragonese and Margaret Ragonese, his wife, to the Mayor and City Council of Baltimore City, Maryland, thence reversely along said Third line, as now surveyed North 74 degrees 56 minutes 05 seconds West 113.11 feet to a point on the aforesaid north-eastermost line of West Rogers Avenue and to a point on the Ninth line of the above first mentioned deed, thence blinding along part of said Ninth line and along the tenth or last line of said deed the two following courses and distances, viz: (1) North 18 degrees 56 minutes 20 seconds West 295.39 feet, and (2) 320.41 feet in a northwesterly direction along the arc of a curve to the left having a radius of 344.44 feet and a long chord bearing of North 51 degrees 24 minutes 37 seconds West and a long chord distance of 362.84 feet to the place of beginning.

REC'D FOR RECORD MAR 29 1982 11:26 AM. RECORDED IN THE LAND RECORDS OF BALTO. CITY, LIBER C.W.N., JR. 4164 PAGE 455 CHARLES W. KACKOV, JR., CLERK

JOINDER

THIS JOINDER is made this 16th day of January, 1984, by MAI, INC., a Maryland corporation (hereinafter referred to as the "Owner").

EXPLANATORY STATEMENT

1. ROGERS AT NORTHERN JOINT VENTURE (hereinafter the "Joint Venture") is a Maryland general partnership whose General Partners are MAI, INC., a Maryland corporation, ALVIN BLANK, JOHN O. SIMONS and JOHN O. SIMONS, JR.
2. By its Declaration dated March 16, 1982 and recorded among the Land Records of Baltimore City, Maryland, in Liber CVMJr No. 4169, Folio 408 (hereinafter the "Declaration"), and subject to the provisions of Md. Real Prop. Code Ann., §11-101, et seq. (hereinafter "The Maryland Condominium Act"), the Joint Venture established that certain condominium regime known as Mount Washington Hills Condominium, encompassing all of the Joint Venture's lot or parcel of ground (together with improvements thereon and appurtenances thereto) situate in Baltimore City, Maryland, and more particularly described in Exhibit "A" to the Declaration (hereafter the "Condominium"). The Condominium is also depicted on a plat entitled "Condominium Plat, Mount Washington Hills, Section I," Sheets 1 thru 3 (hereinafter the "Condominium Plat"), which plat was recorded among the Land Records of Baltimore City in Condominium Plat Book No. 79 contemporaneously with the recordation of the Declaration.
3. The Owner, on its own behalf, held title to all that real property described in Exhibit "A" to the Declaration for the use and benefit of the Joint Venture, and it contributed the property to the Joint Venture as a portion of its capital contribution thereto as set forth in the Joint Venture Agreement dated January 1, 1980, as amended by Amendments thereto dated February 24, 1980, August 27, 1980 and October 15, 1981.
4. By its Joinder dated March 16, 1982, and recorded among the Land Records of Baltimore City, Maryland, in Liber CVMJr No. 4169, Folio 455, the Owner consented to and joined in the Declaration and the Condominium Plat to the end and intent that the property described in Exhibit "A" to the Declaration, including the improvements thereon, be subjected to a condominium regime pursuant to the laws of the State of Maryland.
5. By its First Amendment to Declaration dated January 10, 1984, and recorded among the Land Records of Baltimore City, Maryland, in Liber SEH No. 167, Folio 308 (hereinafter the "Amended Declaration"), and subject to the provisions of the Declaration and the Maryland Condominium Act, the Joint Venture annexed to the Condominium all that lot or parcel of ground containing 0.5947 acres, more or less, in Baltimore City, Maryland, and more particularly described in Exhibit One attached hereto and by this reference made a part hereof. The said parcel (hereinafter "Section II") lies adjacent to the Condominium and comprises part of the Joint Venture's parcel of land described in Exhibit Aa to the Declaration.
6. Contemporaneously with the recordation of the Amended Declaration, the Joint Venture filed for record in the Office of the Clerk of the Circuit Court for Baltimore City, Maryland, a certain plat (the "Amended Condominium Plat"), which plat, consisting of three (3) sheets, is recorded in Condominium Plat Book No. 108.

7. Owner, on its own behalf, holds title to all that real property described in Exhibit One for the use and the benefit of the Joint Venture, and it has contributed the property so described to the Joint Venture as a portion of its capital contribution thereto as set forth in the Joint Venture Agreement dated January 1, 1980, as amended by Amendments thereto dated February 24, 1980, August 27, 1980 and October 15, 1981.

8. The purpose of this instrument is to evidence the consent and joinder of the Owner in and to the Amended Declaration and the Amended Condominium Plat for the purpose of annexing Section II to the Condominium regime established by the Declaration and by the Maryland Condominium Act.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, including the obligation of Owner under the aforesaid Joint Venture Agreement, as amended, Owner does hereby consent to and join in the Amended Declaration and the Amended Condominium Plat to the end and intent that Section II, including improvements thereon, be and hereby is annexed to the Condominium and subjected to the condominium regime established by the Declaration and by the Maryland Condominium Act.

IN WITNESS WHEREOF, Owner has hereunto set its hand and seal as of the day and year first above written.

WITNESS:

MVC, INC.,
a Maryland corporation

Frederick R. O'Connor

By: Alvin Blank (SEAL)
Alvin Blank, President

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO-WIT:

I HEREBY CERTIFY that on this 17th day of January, 1984, before me, the undersigned authority, personally appeared ALVIN BLANK, who acknowledged himself to be the President of MVC, INC., a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and official seal.

Frederick R. O'Connor
Notary Public

My commission expires: 7/1/86

REC'D FOR RECORD JAN 17 1984
& RECORDED IN THE LAND RECORDS OF
BALTIMORE CITY, LIBER S. E. B/67
PAGE 576 SAUNDRA E. PINES, CLERK

Wallace H. Campbell & Company, Inc.

NOTICE

MOVE-IN FEE

The Board of Directors unanimously voted to impose a move-in fee of \$100.00 beginning June 1, 1998.

**MARYLAND TRANSIT ADMINISTRATION
LIMITED RIGHT OF ENTRY AGREEMENT
WITH
COUNCIL OF UNIT OWNERS OF MT. WASHINGTON HILLS CONDOMINIUM, INC.**

THIS LIMITED RIGHT OF ENTRY AGREEMENT (the "Agreement"), made this 11th day of February, 2018, by and between the Council of Unit Owners of MT. Washington Hills Condominium, Inc. located at 1702 L MT. Washington Court, Baltimore, MD 21209 (hereinafter collectively referred to as "Grantor") and Maryland Transit Administration, a modal agency of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, its agents, invitees, employees, contractors, servants and representatives (collectively, "Grantee" or "MTA")

RECITALS

WHEREAS, Grantor is the owner of a certain parcel of land situated and lying in Baltimore City, Maryland, as more fully described and recorded among the Land Records of Baltimore City, Maryland, Map 27, Section 17, Block 4778D Lot-131 (the "Property"); and

WHEREAS, Grantor is willing to grant to Grantee, at Grantee's sole risk and expense, a limited right of entry onto a certain portion of the Property, more particularly shown on Baltimore City Block Plat 4778D attached hereto as Exhibit "A", to trim branches from trees extending onto the property line of the MTA Light Rail,

WHEREAS, Grantee warrants that its entry onto the Property of Grantor for the Purpose will not adversely affect the interests or operations of Grantor with respect to the Property; and

WHEREAS, by virtue of the execution of this Agreement, Grantor allows Grantee, its contractors, agents, and employees to enter upon the Area of the Property for the Purpose, subject to the terms and conditions herein set forth.

NOW, THEREFORE, WITNESSETH: in consideration of the mutual entry into this Agreement by the parties hereto, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

I. INCORPORATION OF RECITALS.

The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

II. GRANT OF RIGHT OF ENTRY.

1.1. Council of Unit Owners of MT. Washington Hills Condominium hereby grants to Grantee, its contractors, agents, and employees a non-exclusive right to enter the Property from Council of Unit Owners of MT. Washington Hills Condominium, Inc. and traversing the perimeter of the property shown

on Baltimore City Block Plat 4778D attached hereto as Exhibit "A", for the sole purpose of trimming branches of trees extending onto the property line of the MTA Light Rail (the "Right of Entry"). This Right of Entry shall include the right to enter the Area by Grantee's designated contractors, agents and employees solely for the aforementioned purpose under the supervision and control of Grantee and in accordance with the terms and conditions of this Agreement.

1.2. Council of Unit Owners of MT. Washington Hills Condominium, Inc. reserves the right to continue to use the Property, including the Area, without limitation.

1.3. Grantee shall have the right of ingress or egress from the Area via access of Council of Unit Owners of MT. Washington Hills Condominium, Inc. and traversing the perimeter

1.4. This Right of Entry does not convey to Grantee any interest in or to any mineral rights.

1.5. This Right of Entry is subject to the operation and effect of any and all instruments or matters of record or in fact.

1.6. This Agreement shall in no way be construed as the conveyance of real property from one party to the other, nor it is to be construed as the conveyance of any rights other than the right of the Grantee and/or its contractors to enter that portion of the Council of Unit Owner of MT. Washington Hills Condominium, Inc. and for the express purpose herein described.

1.7. All utility companies having facilities in the Area are permitted to move and/or adjust their facilities as may be required in connection with the work.

1.8. Grantee shall adhere to all Mt. Washington Hills Condominium, Inc.'s policies and coordinate the access to the Area with Mt. Washington Hills Condominium, Inc. management.

1.9. Grantee shall give Grantor 48 hours' notice to Grantor's Property Manager, Mr. Eric Hess 410-532-1510, prior to the commencement of work.

2.0. Grantee shall restore any affected area that is disturbed through Grantee's access onto Grantor's Property back to its original condition.

III. TERM.

Grantee's Right of Entry shall be for a period starting February 1, 2018 and terminating on or about March 8, 2018 thereafter, at which time Grantee and its designated contractors, agents, servants, employees, licensees and/or invitees, shall vacate the Property, including the Area, unless otherwise terminated or extended by Council of Unit Owners of MT. Washington Hills Condominium, Inc. as provided herein.

IV. FEES.

In consideration for the Right of Entry hereby granted, Grantee shall pay a one (1) time fee to

Council of Unit Owners of MT. Washington Hills Condominium, Inc. in the sum of Zero Dollars and 00/100 Dollars (\$0.00), since this is a project on behalf of Grantee.

V. INDEMNIFICATION AND LIABILITY.

Grantee shall require in its agreements with contractors and subcontractors that they shall protect, indemnify, defend and hold harmless, Council of Unit Owners of MT. Washington Hills Condominium, Inc., its officers, agents, employees, successors and assigns, against and with respect to any and all liabilities arising out of or in any way connected with (a) the exercise or performance by the Grantee (or its agents, officers, employees, successors or assigns or contractors) of any of its rights or obligations hereunder; (b) the use or operation by Grantee (or its agents or contractors) of the Area, or (c) work performed by or on behalf of Grantee upon the Area. As used herein, "Liabilities" shall include any and all losses, claims, damages, suits, liabilities or costs whatsoever (including without limitation reasonable attorney's fees and cost of suit), which arise (a) out of injury to any person (including without limitation loss of limb or death); (b) out of damage to or destruction of any property of any person whomsoever; (c) out of interruption of rail or transit services including without limitation loss of revenue income; (d) out of damage to or destruction of the environment, including without limitation land, air, water, wildlife, or vegetation (including, but not limited to, costs and expenses incident to monitoring, remedial actions, proceedings or investigations or the defense of any claim), or (e) out of, or occasioned by, any breach or default by Grantee (or its officers, employees, agents, invitees, or contractors) in performing any of its obligations hereunder or under any applicable law. The foregoing obligations shall survive termination of this Agreement with respect to liabilities arising during its term.

VI. INSURANCE.

(a) Grantee is self-insured.

(b) Prior to the effective date of the work, and at all times during the term, Grantee shall require its contractors and subcontractors (of any tier) performing activities hereunder to procure and maintain, insurance which shall protect Maryland Transit Administration, Maryland Department of Transportation and State of Maryland, their officers, agents, employees, invitees, successors, and assigns, from claims which may arise out of or as a result of Grantee's activities under this Agreement, whether such activities be by Grantee, by any contractor or subcontractor, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. In furtherance of this obligation, Grantee shall require its contractors and subcontractors to procure and maintain at least the minimum levels of insurance coverage as set forth below:

(i) Commercial General Liability Insurance: Commercial General Liability Insurance with minimum limits of \$2,000,000 per occurrence, written on an occurrence form. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event the primary limits are reduced, or aggregate limits are exhausted. The coverage shall include:

- [X] Personal and Advertising Injury coverage
- [X] Products and Completed Operations coverage
- [X] Independent Contractors coverage
- [X] Terrorism coverage

☐ XCU coverage (explosion, collapse, and underground hazards)

☒ Contractual liability exclusion (applicable to work to be performed within 50 feet of railroad tracks) must be removed

☒ Additional Insured Endorsement naming MTA

ii) Workers' Compensation Insurance meeting the statutory requirements of the jurisdiction where the work will be performed, including Employer's Liability coverage with minimum limits of \$1,000,000 each accident or disease.

(iv) Business Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence covering contractor against claims for bodily injury and property damage arising out of the ownership, maintenance or use of any owned, hired, or non-owned motor vehicle. MTA shall be added as an additional insured on the policy.

(c) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect as required herein, MTA may terminate this permission for default or, at its sole option, obtain insurance coverage equal to that required herein, the full cost of which shall be charged to and paid by Grantee.

(d) Each policy-referenced hereinabove, by endorsement, shall include the following required clauses:

(i) This insurance coverage shall not be canceled by this Insurance Company, nor shall any changes be made which alter, restrict or reduce the insurance coverage so provided or change the name of the Insured(s), without first having given thirty (30) days' written notice to:

(1) Council of Unit Owners of MT. Washington Condominiums, Inc., 1702 Mt. Washington Court Unit L, Baltimore, MD 21209; and

(2) Maryland Transit Administration, 6 Saint Paul Street, Baltimore, Maryland 21202, Attention: Manager, Real Estate Division, all as evidenced by receipt of registered letter. The responsibility for such notice will be with the Grantee.

(ii) Such insurance as afforded by this policy for the benefit of Maryland Transit Administration, Maryland Department of Transportation, and State of Maryland (collectively, "State") shall be primary and any insurance carried by State shall be excess and noncontributing with insurance afforded by this policy;

(iii) In the event of any occurrence, accident or claim made under this policy, this Insurance Company shall not contend that Maryland Transit Administration, Maryland Department of Transportation and State of Maryland (are) not liable in tort by virtue of being a governmental instrumentality or public or quasi-public body; and

(iv) Waiver of Subrogation shall apply under the General Liability/Excess Liability policies in favor of Maryland Transit Administration, Maryland Department of Transportation, and the State of Maryland.

(e) As evidence of the above insurance, Grantee shall, prior to the effective date of this permission, require any contractors and subcontractors performing activities under this permission to file duly executed Certificates

of Insurance issued by the insurance broker of all insurance required herein, including special endorsements. Each such Certificate shall be in a form satisfactory to MTA; shall list the various coverage types and limits; shall name Maryland Transit Administration, Maryland Department of Transportation and State of Maryland as additional insureds; and shall indicate that the Commercial General Liability policy has been endorsed as described above. All insurance shall be placed and maintained with insurers licensed and authorized to do business in the State of Maryland and who have an A.M. Best rating of "A" or better, unless otherwise approved by MTA. MTA's approval or failure to disapprove insurance furnished by Grantee's contractors or subcontractors shall not diminish or release Grantee from full responsibility for liability as set forth herein. Upon MTA's request, Grantee's contractors or subcontractors shall furnish MTA with a certified copy of each insurance policy.

(f) Whenever either party becomes aware of any claim, injury, death, damage, or loss of any kind to persons or property arising out of or connected with this Agreement, that party shall have the right to fully investigate the claim. Each party shall cooperate with the other in any such investigation. All costs and expenses in connection with the investigation, adjustment, and defense of any claim or suit under this permission, including prorated salaries or wages of full-time agents or employees of either party, including full-time attorneys, engaged directly or indirectly in such work, shall be included as costs and expenses in applying the liability provisions set forth in this permission.

VII. Grantee will not interfere with Council of Unit Owners of MT. Washington Hills Condominium, Inc., or any other person on the Property who is authorized to be there by Council of Unit Owners of MT. Washington Hills Condominium, Inc. Grantee will strictly confine itself; its employees, agents, and all others connected in any way with Grantee and/or Purpose to the implementation of the Purpose and will conduct no other activity at the Property. Additionally, Grantee and those authorized by this Agreement for or on behalf of Grantee, shall conduct all activities at the Property in a safe and secure manner using all precautions to protect and secure persons and property at and near the Property during Grantee's occupancy and use of the Property.

VIII. SEVERABILITY.

If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application thereof, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby. It is the intent of the parties that each term, covenant, condition or provision of this Agreement, including, but not limited to, those that may be determined to be invalid or unenforceable as written, shall be valid and enforced to the fullest extent permitted by and consonant with then existing law.

IX. NO JOINT VENTURE.

Nothing contained herein shall be construed to mean that the Grantor is a partner or in a joint venture with the Grantee or that for the purposes contained herein any other legal relationship exists between the parties. Grantor and Grantee further agree nothing contained in this Agreement shall cause or create any agency, master-servant, and/or any employment relationship among the parties.

X. NOTICES.

Where notice or approval is required in this Agreement, it shall be given in writing, by certified mail, return receipt requested, as follows:

As to Grantor, notice or approval, shall be addressed to:
Council of Unit Owners of MT. Washington Hills Condominium, Inc.
C/O Mr. Eric Hess, Property Manager
Wallace H. Campbell & Company, Inc.
6212 York Road
Baltimore, MD 21212
Attention: Eric Hess

copy to:

Oliveri & Associates, LLC
635 N. Bestgate Road
Annapolis, MD 21401

As to the Grantee, notice or approval shall be addressed to:
Maryland Transit Administration
Real Estate Department
6 St. Paul Street, 3rd Floor
Baltimore, Maryland 21202
Attention: Manager, George E. Fabula, Jr.

XI. COMPLIANCE WITH THE LAW.

Grantee agrees that it shall abide by all Federal, state and local statutes, ordinances, rules and regulations pertaining to or regulating the work to be performed hereunder, including those now in effect and hereafter enacted, promulgated or adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a breach of this Agreement and shall entitle the Grantor to terminate this Agreement immediately upon delivery of written notice of termination to Grantee. All permits, licenses and approvals for the use of the property shall be the responsibility of the Grantee.

XII. ASSIGNMENT.

Grantee shall not assign this Agreement in whole or part, except to its designated contractors, agents and employees.

XIII. MODIFICATION.

This Agreement contains all of the terms and conditions made between the parties and may not be modified, orally or in any other manner, other than by a written amendment to this Agreement, signed by the legally authorized representatives of both parties hereto.

XIV. NO REPRESENTATIONS OR WARRANTIES.

Grantor makes no representations or warranties as to the condition of the Property, and Grantee acknowledges by and upon execution of this Agreement that Grantee and/or Grantee's representatives, contractors, subcontractors, agents, employees, or other persons as permitted by Grantee shall enter the Property and conduct the activities authorized hereunder at their sole risk.

XV. REMEDIES CUMULATIVE.

Any and all remedies provided for enforcement of the provisions of this Agreement are cumulative and not exclusive, and the parties shall be entitled to pursue either the rights enumerated in this Agreement or remedies authorized by law or both.

XVI. MISCELLANEOUS.

This Agreement:

- (a) shall inure to the benefit of and bind the parties and their respective successors or assigns; and
- (b) constitutes the entire agreement between the parties with respect to its subject matter; and
- (c) may be executed in several counterparts, each of which shall constitute an original; and
- (d) shall be governed by the laws of the State of Maryland, and any disputes arising from this Agreement shall be resolved in the courts of Maryland, without regard to provisions in the law concerning conflict of laws; and
- (e) is not for the benefit of or enforceable by any third party and shall not be deemed to create any rights or benefits in any third party; and
- (f) is a contract under seal and is subject to the provisions of *Md. Code Anno., Courts & Judicial Proceedings Article 5-102(a)(5)*, notwithstanding anything to the contrary contained herein; and
- (g) shall survive its termination or expiration with respect to any claim, damage, injury, or death arising or occurring prior to such termination or expiration; and
- (h) may be amended by and only by an instrument executed and delivered by each party hereto; and
- (i) shall not be assigned or in any manner transferred, with respect to its rights and obligations,

without obtaining the prior written consent of Grantor, which may be granted or withheld in Grantor's sole discretion.

MTA RE No. 059

XVII. SIGNATORIES.

The individuals who sign this Agreement on behalf of Grantee and Grantor warrant and declare that they are authorized and empowered to enter into this Agreement on behalf of Grantee and Grantor and to bind Grantee and Grantor to its terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed by their duly authorized representatives.

WITNESS/ATTEST:




MARYLAND TRANSIT ADMINISTRATION

By:  (Seal)
George E. Fabula, Jr.
Manager, Real Estate Division

WITNESS/ATTEST:



MT. WASHINGTON HILLS CONDOMINIUM, INC.

BY:  (Seal)
Ed Fludd, President
Council of Unit Owners MT. Washington
Hills Condominium, Inc.

Approved as to legal form and
sufficiency.

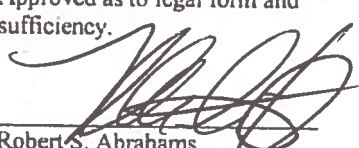
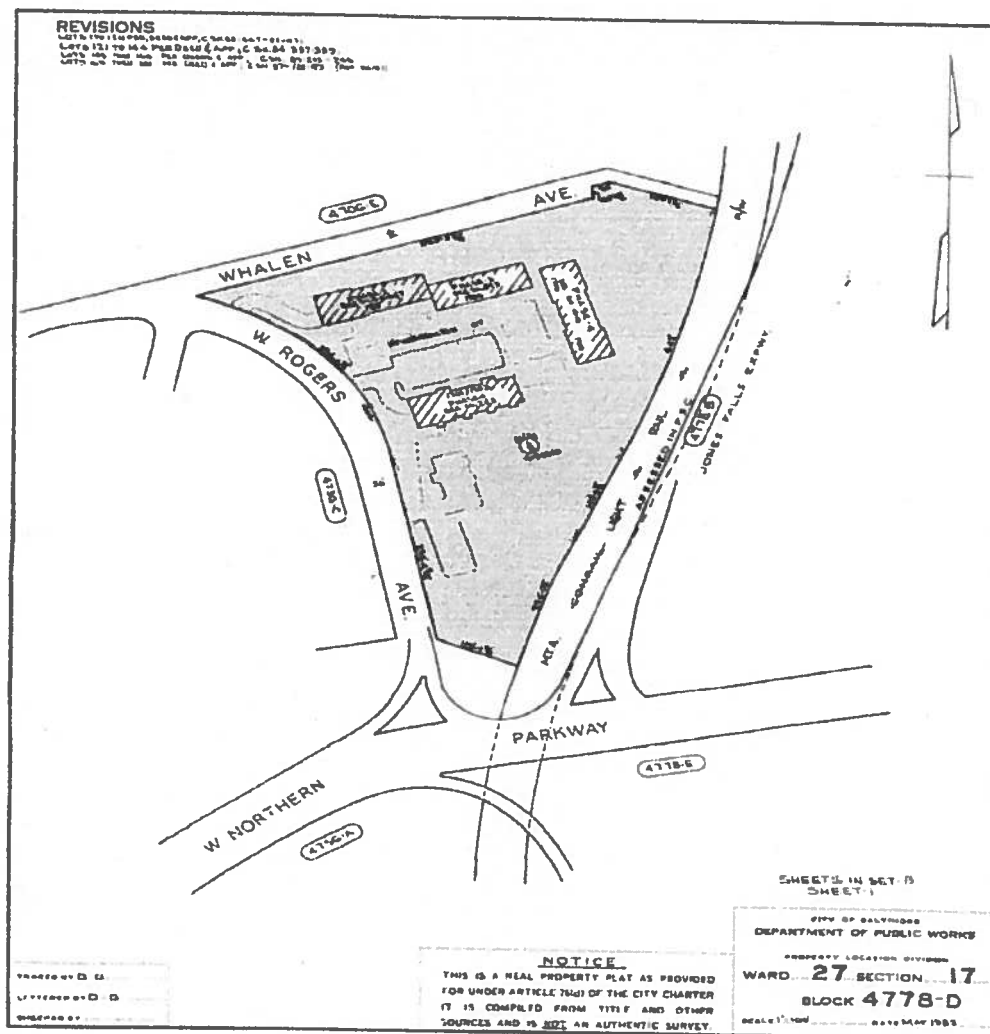

Robert S. Abrahams,
Assistant Attorney General, MTA

Exhibit A





MAYOR'S UPDATE

Mayor Brandon M. Scott announced that curbside recycling collection will resume on **Tuesday, January 19.**

APPROPRIATE RECYCLING CONTAINERS:

DO NOT PLACE RECYCLING IN PLASTIC BAGS



BALTIMORE CITY'S RECYCLING BIN



CARDBOARD BOXES AND/OR PAPER BAGS



ANY LABELED CONTAINER

- Recycling days and locations will not change. Call 311 to confirm your day.
- Recycling can be set out in any container **excluding plastic bags.**
- Know what you can recycle by going to publicworks.baltimorecity.gov/recycle-right
- Residents are reminded that recyclables will not be collected on days designated for trash pickup.
- Routes may take longer because of increased residential volume due to COVID-19. **We appreciate your patience!**



Brandon M. Scott
Mayor

MOVE-IN/MOVE-OUT POLICY AND PROCEDURES

Mt Washington Hills Condominium Association

POLICY

PURPOSE

This move-in and move-out policy is intended to provide positive action in preventing damage to the elevators, walls, floors, furniture, light fixtures, and doors in the common areas. The policy will relieve the *Association* of any expenses due to reoccurring damage to our building during repeated moves. As system of inspections and preventative actions are now in place. Fees are used to pay for repairs.

Non-Refundable Deposit is \$100

A non-refundable deposit of \$100.00 is held in the event of damages: surcharges for late fees or other noted penalties

PROCEDURES

MOVE-OUT PROCEDURES

Sellers & Landlords must notify the management company in writing that a specific unit has been sold; or lease has ended; and submits the attached Reservation Form for Moving. Landlords are responsible regardless of renter's failure to notify landlord of intent to vacate.

MOVE-IN PROCEDURES

New owners must notify the management company prior to settlement of the purchase

All Owners must notify Management of a new tenant move in, and provide a copy of a Lease.

The move in fee must be submitted to the following:

Mt Washington Hills Condominium Association c/o American Community Management Po Box 488, Linthicum Heights MD, 21090	The check must have the unit number and be payable to the Association.
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If additional information is needed, please contact: American Community Management at 410-997-7767.

Order: R5N24TGN8

Address: 1703 Mount Washington Ct Apt D

Order Date: 02-01-2023

Document not for resale

HomeWiseDocs

List of Other Move-In/Out Reminders

We understand that moving day can be hectic and perhaps unpredictable. And, we do not wish to impose any undue restrictions on you. However, we do need to ensure your move does not cause other residents any undue safety and/or security concerns or inconveniences. Therefore, we want to take this opportunity to remind you of several House Rules that also apply during a move and could result in a surcharge fee. We also suggest that you provide your moving company or anyone helping you with your move with a copy of these reminders.

- Please do not stage furniture, boxes, etc. in the main lobby areas or in the hallway on your floor, as this creates a safety hazard for other residents who may be coming and going. In case of an emergency, it could also impede emergency personnel. Under no circumstances, should access to the mailboxes be blocked as this is against Federal law.
- Please do not use any of the furniture in the lobby areas to prop open the doors. The doors have doorstops or spring hinges to allow them to be held open. Also, please avoid stacking boxes or other items being moved on top of any of the furniture or moving the furniture, if at all possible. If a piece of furniture must be moved, please ensure that it is set back in its proper place.
- Ensure the elevator has been padded and that you and your movers know the proper way to turn the elevator off to allow for the safe loading and unloading of household belongings onto the elevator. **Under no circumstances should the elevator remained turned off for long periods of time.** The elevator must remain accessible to other unit owners.
- When moving in, please breakdown all boxes before depositing them in the dumpster to conserve space. If one dumpster is full, please use one of the other ones. Emptied boxes, other discarded packing materials, and trash should be disposed of promptly.
- When the move is concluded, please ensure that the lobby, elevator, hallways, stairways and sidewalks are left clean and free of any debris, dirt or stains resulting from the move. Also ensure that both sets of doors in the vestibule are closed
- Extraneous furniture, boxes, etc. may not be stored, even temporarily, on your balcony or in the hallway. Your garage may only be used for storage to the extent that you can still park your car in it.
- If you need to discard large/bulky items such as, furniture, appliances, etc. and they will not fit in the dumpster, please do not leave them on top of or around the dumpster. The trash removal contractor will not pick-up these items and dispose of them. If the item(s) cannot be broken down to fit in the dumpster, please either arrange to have the item(s) picked up and removed or please call Baltimore City Bulk Pickup 311.

Thank you for your cooperation.

Order: R5N24TGN8
Address: 1703 Mount Washington Ct Apt D
Order Date: 02-01-2023
Document not for resale
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January 25, 2022

To: Board of Directors, Mount Washington Condominium: James Nelson, President; Edward Fludd, Vice-President; Bryan Brown, Treasurer; Ruth Lamberty, Secretary; Nancy Greenberg, At Large. And Eric Hess, Property Manager for American Community Management

From: Edward Fludd

Subject: Parking at Mt. Washington Condominium , ref. Condominium bylaws; legal opinion; minutes from Board of Directors' meetings.

The following is determined from legal opinion and official documents and records of the condominium. Legal opinion April 21, 2010 from counsel hired by the condominium advising:

- Article XV of the bylaws states, “all parking spaces within the condominium shall be considered part of the general common elements. Parking may be regulated by the Board of Directors and parking spaces may initially be assigned by the Declarant and thereafter by the Board of Directors. No unit owner shall make use of any parking space other than the space or spaces appurtenant or assigned to his condominium unit by the Board of Directors, if any, without the express written consent of both the unit owner to whom such space has been assigned and the Board of Directors...”
- Apparently the property developer originally assigned parking spaces which assignment became void after March 16, 1982 when the condominium was formed and the developer's interests dissolved.
- Note, a comment on “deed language”: Such language simply refers to “the numbered parking unit, if applicable, appurtenant to such condominium unit...” This is consistent with the fact that the parking spaces are part of the general common area.
- The Board of Directors had and has the power to assign parking in any and all common areas. It has never done so.
- Therefore, no one owns or is currently assigned a parking space at Mt. Washington Condominium. To suggest otherwise by any person, or to let or lease this property (common area) is a misrepresentation.

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- Maryland Law (COMAR) supports this. Legal decision supports this. The condominium bylaws support this. It is not likely the law or the bylaws will be changed.

The attorney of record in this matter was John M. Oliveri, Esq. Oliveri & Associates, LLC. 700 Melvin Avenue, Suite B. Annapolis, MD 21401 by Wallace H. Campbell & Co. property management.