

Declaration-CCRs
Mt. Washington Condo

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Twenty-One (21) Unit Description

Exhibit Aa
Seventy-five (75) Unit Description

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THIS DECLARATION, made and entered into this 16th day of July, 1983, by Rogers at Northern Joint Venture, a joint venture formed and existing under the laws of the State of Maryland, hereinafter and in the Exhibits hereto sometimes called the "Declarant".

WHEREAS, the Declarant is the owner in fee simple of certain land and premises located in the City of Baltimore, State of 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, which property constitutes a "condominium" pursuant to Title 11, Section 11-101, et seq., of the Real Property Article, Annotated Code of Maryland (1974 Supp.), 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, simultaneously with the recordation hereof, the Declarant has filed for record in the office of the Clerk of Court for the Circuit Court for Baltimore City, Maryland, a certain Plat, hereinafter referred to as the "Condominium Plat", which Condominium Plat, consisting of 3 sheets, is recorded in Condominium Plat Book 77, beginning at plat —; and

WHEREAS, the Declarant desires and intends by the recordation of the Condominium Plat and this Declaration, 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 Title 11, Section 11-101, et seq., Real Property Article, Annotated Code of Maryland (1974 Supp.) as a condominium;

NOW, THEREFORE, the Declarant hereby declares that all of the property described on "EXHIBIT A" attached hereto, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, including the provisions of the By-Laws of the Council of Unit Owners of the condominium, attached hereto as "EXHIBIT B" and by this reference incorporated herein, all of which are declared and agreed to be an aid of a plan for improvement of said property, and the division thereof into condominium units and common elements, and shall be deemed to run with the land, and inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

ARTICLE I

Section 1. Definitions. Unless the context shall plainly require otherwise, the following words when used in this Declaration and any and all exhibits hereto, shall have the following meanings:

(a) "The Act" or "the Condominium Act" means Title 11, Section 11-101, et seq., Real Property Article, Annotated Code of Maryland (1974 Supp.).

(b) "Condominium" or "the condominium project" means the property subject to this Declaration.

(c) "Unit" or "condominium unit" means a three dimensional area, as hereinafter and on the Condominium Plat described and identified, and shall include all improvements contained within that area except those excluded in this Declaration.

(d) "Common elements" means both general common elements and limited common elements, as hereinafter and on the Condominium Plat described and identified, and shall include all of the condominium except the condominium units.

(e) "Unit owner" or "owner" means any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, including Declarant, who holds legal title to a unit within the condominium; provided, however, that any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a unit owner by reason only of such interest.

(f) "Council of Unit Owners" means all of the unit owners in association.

(g) "Common expenses and common profits" means the expenses and profits of the Council of Unit Owners.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the By-Laws of the Council of Unit Owners or in Title 11, Section 11-101, et seq., Real Property Article, Annotated Code of Maryland (1974 Supp.).

Section 3. Name. The name by which the condominium is to be identified is as follows:

"Mount Washington Hills Condominium"

ARTICLE II

Section 1. Property Subject to Declaration. The property which is, and shall be, held, conveyed, divided or subdivided, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration and the provisions of the Condominium Act is located in the City of Baltimore, State of Maryland, and is more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof.

Section 2. Condominium Plat. The Condominium Plat, as the same may from time to time be amended pursuant to the provisions of Article VII of this Declaration, is incorporated herein by this reference and made part of this Declaration.

ARTICLE III

Section 1. The Condominium Units. The general description and number of each condominium unit in the condominium, including its perimeters, approximate dimensions, floor area, identifying number or letter, location and such other data as may be sufficient to identify with reasonable certainty, is set forth on the Condominium Plat. Storage Lockers for each Condominium Unit are set forth on the Condominium Plat and are identified by number and measured by the standards set forth for the measuring of the Condominium Units.

The lower boundary of any condominium unit in the condominium is a horizontal plane (or planes), the elevation of which coincides with the elevation of the lower surface of the concrete subfloor or floor slab thereof, to include the concrete slab, extended to intersect the lateral or perimetrical boundaries thereof. The upper boundary of any condominium unit in the condominium is a horizontal plane (or planes), the elevation of which coincides with the unexposed surface of the ceiling dry-wall thereof, to include the ceiling dry-wall, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any condominium unit in the condominium are vertical planes which coincide with the unexposed surfaces of the perimeter dry-wall thereof, to include the perimeter dry-wall, trim, plenums, windows and doors thereof, extended to intersect the upper and lower boundaries of the condominium unit and to intersect the other lateral or perimetrical boundaries of the condominium unit.

Equipment and appurtenances located within any condominium unit or (whether or not within the condominium unit) designated to serve only that condominium unit, such as furnaces, air-conditioning equipment, mechanical equipment, appliances, range hoods, non-bearing partition walls, flooring materials, plumbing fixtures and outlets, electrical receptacles and outlets, fixtures, cabinets, and the like, shall be considered a part of the condominium unit and not a part of the common elements.

Section 2. Easements. Each condominium unit shall be subject to an easement to the owners of all the other condominium units to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables, wires, and wire outlets, utility lines; equipment, appurtenances and the like, and any other common elements located within or accessible only from any particular condominium unit, and for support.

ARTICLE IV

Section 1. Limited Common Elements. The limited common elements of the condominium are those common elements designated as such on the Condominium Plat and such other common elements as are agreed upon by all of the unit owners to be reserved for the exclusive use of one or more but less than all, of the unit owners. Any areas designated on the Condominium Plat as a limited common element is reserved for the exclusive use of the owner or owners of the condominium unit or units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation on the Condominium Plat. The area bounded by the upper boundary of any condominium unit, the lower surface of the roof of such unit and parallel extensions or the lateral or perimetrical boundaries of such unit is a limited common element of such condominium unit.

Specifically the patios and balconies shown on the Plats aforesaid shall be Limited Common Elements for the Owners of the adjoining Units. The use of the patio or balconies shall be restricted to the Unit Owner of the Unit binding thereon for utilization as such and shall be deemed a Limited Common Element as hereafter defined. The Unit Owner of any terrace Unit is not permitted to erect a fence around his patio, if one is not erected by the Developer;

Section 2. General Common Elements. The general common elements are the real property described in "EXHIBIT A" and all of the condominium except the condominium units and the limited common elements.

Section 3. Covenants Against Partition. The common elements, both general and limited, shall remain undivided. No owner of any condominium unit or any other person shall bring any action for partition or division thereof except as may be provided for in the Condominium Act.

Section 4. Easements. The common elements of the condominium shall be subject to mutual rights of support, access, use and enjoyment by Declarant and all of the unit owners; provided, however, that any portions of the common elements designated as limited common elements are reserved for the exclusive use of the owner or owners of the condominium unit or units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation on the Condominium Plat. This provision and covenant shall run with the land and the benefits and burdens thereof shall inure to the benefit of and be binding on the Declarant, its successors and assigns and the Unit Owners, their heirs, successors, personal representatives and assigns. The Council of Unit Owners shall grant easements (except as granted herein) only with the written concurrence of Declarant, for so long as Declarant holds title to units representing at least fifty-one per cent (51%) of the voting rights in the condominium.

ARTICLE V

Section 1. The Condominium Units. Each of the condominium units in the condominium shall have all of the incidents of real property.

Section 2. Undivided Percentage Interests in Common Elements. Each unit owner shall own an undivided percentage interest in the common elements of the condominium equal to that set forth on "EXHIBIT C" attached hereto and by this and other reference made a part hereof. The undivided percentage interests in the common elements set forth on "EXHIBIT C" shall have a permanent character and, except as specifically provided in the Condominium Act and this Declaration, may not be changed without the written consent of all of the unit owners and the holders of all mortgages on the condominium units. The undivided percentage interests in the common elements set forth on "EXHIBIT C" may not be separated from the condominium unit to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a condominium unit also shall affect, in like manner, the individual percentage interest in the common elements appertaining to such unit, whether or not such percentage interest is expressly described or mentioned.

Section 3. Percentage Interests in Common Expenses and Common Profits. Each unit owner shall have a percentage interest in the common expenses and common profits of the condominium equal to that set forth on "EXHIBIT C" attached hereto and by this and other reference made a part hereof. The percentage interests in the common expenses and common profits set forth on "EXHIBIT C" shall have a permanent character and, except as specifically provided in the Condominium Act and this Declaration, may not be changed without the written consent of all of the unit owners and the holders of all mortgages on the condominium units. The percentage interests in the common expenses and common profits set forth may not be separated from the condominium unit to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting the percentage interest of a condominium unit shall affect, in like manner, the percentage interests in the common expenses and common profits appertaining to such unit whether or not such percentage interest is expressly described or mentioned.

Section 4. Voting Rights. In the event the number of votes appurtenant to each condominium unit is not specifically set forth on "EXHIBIT C", then unit owners shall be entitled to cast one vote for each unit they own on each question at any meeting of the Council of Unit Owners.

ARTICLE VI

Section 1. Encroachments. In the event any portion of the common elements encroaches upon any condominium unit, or in the event any condominium unit encroaches upon any other condominium unit or common element, as a result of settlement, shifting, or the duly authorized construction or repair of any building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands.

In the event any portion of the condominium is partially or totally damaged or destroyed by fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed as authorized in the By-Laws of the Council of Unit Owners and the Condominium Act, encroachments of any portion of the common elements upon any condominium unit or of any condominium unit upon any other condominium unit or common element due to such repair or reconstruction shall be permitted, and valid easements for such encroachments and the maintenance of the same shall exist so long as the building stands....

For all purposes incident to the interpretation or deeds, the Condominium Plat and all other instruments of title relating to any condominium unit in the condominium project, the existing physical boundaries of any condominium unit constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settling or lateral movement of any building and regardless of minor variations between the physical boundaries shown on the Condominium Plat and those of any Condominium Unit.

Section 2. Easement to Declarant. There is hereby reserved to the Declarant and his agents a non-exclusive easement over all of the common elements of the condominium for the purposes of access without any limitation, for any and all purposes reasonably related to the completion of the marketing, construction, rehabilitation and repair of the condominium.

ARTICLE VII

Section 1. Expansion-Addition of Subsequent Sections. Pursuant to the provisions of Section 11-120 of the Condominium Act, and subject to the limitations and requirements herein and therein set forth, the Declarant shall have the right but not the obligation to annex additional lands and improvements as indicated on Exhibit Aa. The Declarant hereby reserves the irrevocable right for a period of seven (7) years after the date hereof to add such additional sections to the condominium established hereunder, in accordance with the procedure provided herein, and in the Act as the same is in force from time to time, the maximum number of units comprising the Condominium not to exceed 75 units.

Subject to the terms of this section, any additional lands so annexed by Declarant shall be bound by this Declaration as if it were part of the original property as described on Exhibit A.

Each unit owner in the condominium established hereunder, as the same is constituted from time to time and each mortgagee of a mortgage on any such unit or beneficiary or trustee in a deed of trust on such unit, shall be deemed to have acquiesced in the amendments of this Declaration, By-Laws, and the Condominium Plat as may be required for the purpose of adding additional units and common elements as set forth above and shall be deemed to have given the Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to effectuate

such amendments and to have agreed to and covenanted to execute such further documents, if any, as may be required by the Declarant to properly accomplish such amendments, if any question is raised with respect thereto.

The submission of additional sections as shown on the Condominium Plat, and the foregoing amendments, shall be accomplished upon the construction of the buildings in each successive section by the Declarant, its successors or assigns, by the Declarant filing among the Land Records of Baltimore City, Maryland of appropriate amendments to this Declaration and supplements to the Condominium Plat containing appropriate certifications that the additional section or sections, has been completed as shown thereon, and the Declarant, its successors and assigns, conveying unto each unit owner in each section to be added by such amendment an undivided interest in the general common elements of each section submitted to the condominium prior to such amendment, along with an undivided interest in the general common elements of the section or sections to be added by such amendment; such interests to be in proportion to the percentage interests as set forth in Article V hereof and applicable as therein provided, to the condominium after the addition of the section or sections submitted by such amendment. In order to effectuate the foregoing, the undivided interests in the general common elements in each section submitted to the condominium prior to the amendment in question which are to be conveyed to unit owners in the section or sections to be added by such amendment shall automatically revert to and be vested in the Declarant upon the filing of such amendment.

It is further the intent and purpose hereof and it is hereby declared, that as additional sections are added to the condominium established hereunder, in the manner provided above, each owner of a unit in the condominium as the same is constituted prior to the amendment in question (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as its interests appear) shall have and be vested with an undivided interest in the general common elements in the additional sections to be added, such interest to be in proportion to the percentage interests as set forth in Article V and Exhibit C hereof and applicable as therein provided to the condominium after the addition of the section or sections submitted by such amendment, and that such vesting shall occur immediately, and absolutely, upon the filing of any amendment adding any additional section without the necessity of any separate conveyance of such interests.

It is further the intent and purpose hereof, and it is hereby declared that the provisions of Section 11-120 of the Real Property Article of the Annotated Code of Maryland, as amended in 1974, shall be applicable to the Condominium created hereunder, and on and after such date, and the Declarant does hereby elect to conform to the requirements of said Section 11-120.

The foregoing notwithstanding, the Declarant shall execute and record at a reasonable cost to the request or, from time to time, as may be reasonably required by any unit owner or mortgagee or beneficiary of any deed of trust on any unit, such other and further instruments of conveyance as may be necessary in the circumstances to validly carry out the intent and purpose set forth above with regard to vesting interests in the general common elements.

The buildings in any additional section, to the extent constructed, shall utilize comparable qualities of material but need not be identical to the buildings of the same type contained in the existing sections, and as shown on the Condominium Plat; provided, however, that the Declarant shall have no duty or obligation to construct buildings in any additional section or to add any additional section to the condominium established hereunder and the Declarant may sell or dispose of the land contained in any additional section to the condominium established hereunder, and the Declarant may sell or dispose of the land contained in any additional section as shown on the Condominium Plat or use the same for other purposes. In

the event of any sale or disposition of said land, or the use thereof, for some other purpose, the power of attorney created hereunder shall be deemed revoked and the possibilities of reverter established by the Deeds of the Unit Owners shall be deemed to be extinguished and the unit owners henceforth hold their interests in the general common elements free and clear of any conditions precedent, to the end and intent that each unit owner shall hold the exclusive fee simple ownership of the unit and a fee simple interest in the general common elements in accordance with the percentage interests set forth in Article V and "Exhibit C" hereof and applicable as therein provided to the condominium established hereunder as the same is then constituted; and each unit, together with the undivided interest in the general common elements appurtenant thereto subject to the terms hereof may be conveyed, leased, encumbered, inherited or devised by will, as though each such unit were entirely independent of all other units and of the building in which it is located.

Whenever in this Declaration or in any of the Exhibits hereto, reference is made to "Exhibit A", then such reference shall mean and refer to "Exhibit A" as the same may from time to time be amended or enlarged and recorded pursuant to the operation of this Article and to the exercise of the rights herein reserved to the Declarant.

Whenever in this Declaration or in any of the Exhibits hereto, reference is made to "Exhibit C", then such reference shall mean and refer to "Exhibit C" as the same may from time to time be amended or enlarged and recorded in the land records and filed with the Secretary of State, pursuant to the operation of this Article and to the exercise of the rights herein reserved to the Declarant.

ARTICLE VIII

Section 1. Amendment. Except as otherwise provided in the Condominium Act, and except as specifically provided in Article VII of the Declaration, this Declaration may be amended only with the written consent of all the unit owners and the holders of all mortgages on the condominium units in the condominium. Any such amendment shall be effective only upon the recordation of a Declaration of Amendment among the Land Records of Baltimore City, Maryland, and filing with the Secretary of State Office.

Section 2. Termination and Waiver. The condominium regime established by the recordation of this Declaration and the Condominium Plat may be terminated as provided in Section 11-123 of the Condominium Act. Any such termination shall be effective only upon the recordation of a Deed of Termination Agreement among the Land Records of Baltimore City, Maryland.

ARTICLE IX

Section 1. Acknowledgment by Declarant. The Declarant covenants to take no action which would adversely affect the rights of the Council of Unit Owners with respect to assurances against latent defects in the condominium or other rights assigned to the Council of Unit Owners, the unit owners and their respective successors in interest, as their interests may appear.

ARTICLE X

Section 1. Construction and Enforcement. The provisions hereof shall be liberally construed to facilitate the purpose of creating a uniform plan for the creation and operation of the condominium. Enforcement of these covenants and restrictions and of the By-Laws attached hereto shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoying violation or to recover damages, or both, and against any condominium unit to enforce any lien; and the failure or forbearance by the Council of Unit Owners or the owner of any condominium unit to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed under seal the day and year first written above.

WITNESS:

ROGERS AT NORTHERN JOINT VENTURE

By: MWC, INC.

By: [Signature] (SEAL)

President

By: [Signature] (SEAL)

Alvin Blank

By: [Signature] (SEAL)

John O. Simons

By: [Signature] (SEAL)

John O. Simons, Jr.

JOINT VENTURERS

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of MARCH 1982, before me, the undersigned Notary Public of said State, personally appeared ALVIN BLANK, 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.

[Signature]
Notary Public
My Commission Expires: 7/1/82

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of MARCH 1982, before me, the undersigned Notary Public of said State, personally appeared ALVIN BLANK, who acknowledged himself to be the joint venturer of ROGERS AT NORTHERN JOINT VENTURE, a joint venture general partnership of the State of Maryland, 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 joint venturer of said joint venture general partnership by signing the name of the joint venture general partnership by himself as joint venturer.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: 7/1/82

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of March, 1982, before me, the undersigned Notary Public of said State, personally appeared JOHN O. SIMONS, who acknowledged himself to be the joint venturer of ROGERS AT NORTHERN JOINT VENTURE, a joint venture general partnership of the State of Maryland, 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 joint venturer of said joint venture general partnership by signing the name of the joint venture general partnership by himself as joint venturer.

WITNESS my hand and Notarial Seal.

Francis D. Smith
Notary Public
My Commission Expires: 7/1/82

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of March, 1982, before me, the undersigned Notary Public of said State, personally appeared JOHN O. SIMONS, JR., who acknowledged himself to be the joint venturer of ROGERS AT NORTHERN JOINT VENTURE, a joint venture general partnership of the State of Maryland, 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 joint venturer of said joint venture general partnership by signing the name of the joint venture general partnership by himself as joint venturer.

WITNESS my hand and Notarial Seal.

Francis D. Smith
Notary Public
My Commission Expires: 7/1/82

EXHIBIT A

TWENTY-ONE (21) UNIT DESCRIPTION

BEING all that property shown and designated as Mount Washington Hills, Section 1, on a Plat entitled "Condominium Plat, Mount Washington Hills, Section 1," Sheets 1 through 3, which Plat is recorded among the Land Records of Baltimore City in Condominium Plat Book No. v, Folio , et seq., and more particularly described as follows:

All that certain tract of land situated in the Twenty-Seventh Ward of the City of Baltimore, State of Maryland, bounded and described as follows:

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BEGINNING at a point in the curving northeasterly line of Rogers Avenue (50 feet wide), said point being south 67°38'40" east a chord distance of 192.64 feet from the intersection of the southeasterly line of Whalen Avenue, (40 foot wide private road) which bears north 64°52'00" east with said northeasterly curving line of Rogers Avenue, said point being also corner to Section One of the Mount Washington Hills Condominium;

thence (1) along the line of Section One of the Mount Washington Hills Condominium, north 64°52'00" east a distance of 229.00 feet to a point;

thence (2) again along the line of Section One of the Mount Washington Hills Condominium, south 25°08'00" east a distance of 165.00 feet to a point;

thence (3) again with the line of Section One of the Mount Washington Hills Condominium, south 64°52'00" west a distance of 155.00 feet to a point;

thence (4) again with the line of Section One of the Mount Washington Hills Condominium, south 11°38'00" east a distance of 124.00 feet to a point;

thence (5) again with the line of Section One of the Mount Washington Hills Condominium, south 36°52'00" west a distance of 26.33 feet to a point in the northeasterly line of Rogers Avenue;

thence (6) binding on the northeasterly line of Rogers Avenue, north 18°56'20" west a distance of 108.95 feet to a point in the same;

thence (7) curving to the left along the northeasterly line of Rogers Avenue with a radius of 344.44 feet, an arc distance of 195.17 feet, the chord of which bears north 35°10'17" west a chord distance of 192.57 feet to a point in the same and place of beginning.

Containing within said bounds 0.8591 acres of land, more or less.

EXHIBIT A

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BEGINNING for the same at the corner formed by the intersection of the southeasternmost line of Whalen Avenue (formerly Rogers Avenue) and the northeasternmost 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 MLP 9884 at Folio 209 was conveyed by Charles A. Wella, Executor, to Frank P. Ragone and running thence, as now surveyed, reflecting the following courses and distances to the True Meridian as established by the Baltimore City Topographic Survey Commission and binding along the aforesaid southeasternmost line of Whalen Avenue (formerly Rogers Avenue), a private road and along the first line of the above-mentioned deed North 64 degrees 52 minutes 00 seconds East 545.30 feet to the end of said first line, thence binding along the second line of the above-mentioned deed, as now surveyed, North 10 degrees 38 minutes 00 seconds West 30.66 feet (said line being erroneously called 43.84 feet in length in the above-mentioned deed) to the end thereof, thence binding along the third and fourth lines of the above-mentioned 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 binding 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 above-mentioned 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) 225.10 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 224.91 feet to the end of the Third line of that parcel of land which by deed dated September 17, 1961, recorded among the aforesaid Land Records in Liber J&C 1142, at Folio 303 was conveyed by Frank P. Ragone and Margaret Ragonee, 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 133.11 feet to a point on the aforesaid northeasternmost line of West Rogers Avenue and to a point on the Ninth line of the above first mentioned deed, thence binding 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 369.84 feet to the place of beginning, saving and excepting all that property described in Exhibit A hereto and being shown and designated as Mount Washington Hills, Section 1, on the Plat entitled "Condominium Plat, Mount Washington Hills, Section 1," Sheets 1 through 3, which Plat is recorded among the Land Records of Baltimore City in Condominium Plat Book No. 79, Folio _____, et seq.

FIRST AMENDMENT TO DECLARATION

THIS FIRST AMENDMENT TO DECLARATION is made and entered into this 10th day of January, 1984, by ROGERS AT NORTHERN JOINT VENTURE, a joint venture formed and existing under the laws of the State of Maryland (hereinafter the "DECLARANT").

Explanatory Statement

1. By its Declaration dated March 16, 1982, and recorded among the Land Records of Baltimore City, Maryland, in Liber C.W.M., Jr. No. 4169, Folio 408 (hereinafter the "Declaration"), and subject to the provisions of MD REAL PROP. CODE ANN., § 11-101, et. seq. (1981 Repl. Vol.) (hereinafter "The Maryland Condominium Act"), DECLARANT established that certain condominium regime, known as Mount Washington Hills Condominium, encompassing all of DECLARANT'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 (hereinafter the "Condominium"). The Condominium is also depicted on a plat entitled "Condominium Plat, Mount Washington Hills, Section I," Sheets 1 through 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.
2. DECLARANT is also the owner, in fee simple, of 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 part hereof. The said parcel (hereinafter "Section II") lies adjacent to the Condominium and comprises part of the DECLARANT'S parcel of land described in EXHIBIT Aa to the Declaration.
3. The DECLARANT is the owner of certain buildings and other improvements constructed on Section II. Pursuant to the Maryland Condominium Act and by virtue of the irrevocable right reserved unto itself in Article VII of the Declaration, DECLARANT desires and intends that the said section and buildings and improvements shall be divided into twelve (12) condominium units, and that they shall be annexed to the Condominium, to be sold, conveyed and held subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth in the Declaration (including the provisions of the Bylaws of the Counsel of Unit Owners of the Condominium, incorporated by reference therein), each of which is for the benefit of the said Section II and the subsequent owners thereof.
4. Contemporaneously with the recordation hereof, the DECLARANT has filed for record in the office of the Clerk of Court for the Circuit Court for Baltimore City, Maryland, a certain plat, (the "Amended Condominium Plat"), which Condominium Plat, consisting of three (3) sheets, is recorded in Condominium Plat Book No. 114.
5. The DECLARANT desires and intends by the recordation of the Amended Condominium Plat and this First Amendment to Declaration, that (a) Section II shall be annexed to the Condominium, and be subjected to the condominium regime established by the Declaration and by the Maryland Condominium Act; and (b) the

Declaration and exhibits thereto shall be amended to reflect the annexation.

NOW, THEREFORE WITNESSETH:

Amendment to Declaration

1. DECLARANT, for itself, its successors and assigns, hereby declares that all the property described herein as Section II, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied improved, hypothecated and encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth in the Declaration (including the provisions of the Bylaws of the Counsel of Unit Owners of the Condominium, attached thereto as "EXHIBIT B") all of which are declared and agreed to be in aid of a plan for improvement of said property, and the division thereof into condominium units in common elements, and shall be deemed to run with the land, and inure to the benefit of and be enforceable by the DECLARANT, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

2. The Declaration is hereby amended as follows:

2.1 EXHIBIT A to the Declaration is stricken in its entirety and EXHIBIT 2 hereof is substituted. Any and all references in the Declaration to EXHIBIT A shall hereafter be deemed to mean and to refer to the property described in EXHIBIT 2 attached hereto and made part hereof.

2.2 EXHIBIT Aa of the Declaration is stricken in its entirety and EXHIBIT 3 hereof is hereby substituted. Any and all references in the Declaration to EXHIBIT Aa shall hereafter be deemed to mean and to refer to the property described in EXHIBIT 3 attached hereto and made part hereof.

IN WITNESS WHEREOF, the DECLARANT has caused this FIRST AMENDMENT TO DECLARATION to be executed under seal the day and year first above written.

Witness.
ATTEST:

ROGERS AT NORTHERN JOINT VENTURE

By: MNC, INC.

By: Alvin Blank (SEAL)
Alvin Blank, President

WITNESS:

By: Alvin Blank (SEAL)
Alvin Blank

By: John O. Simons (SEAL)
John O. Simons

By: John O. Simons, Jr. (SEA)
JOINT VENTURERS

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 10th day of June, 1987, before me, the undersigned Notary Public of said state, personally appeared ALVIN BLANK, 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.

Simons & P. Blank
Notary Public
My Commission Expires: 7/1/86

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 10th day of June, 1987, before me, the undersigned Notary Public of said state, personally appeared ALVIN BLANK, who acknowledged himself to be the joint venturer of ROGERS AT NORTHERN JOINT VENTURE, a joint venture general partnership of the State of Maryland, 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 joint venturer of said joint venture general partnership by signing the name of the joint venture general partnership by himself as joint venturer.

WITNESS my hand and Notarial Seal.

Simons & P. Blank
Notary Public
My Commission Expires: 7/1/86

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 10th day of June, 1987, before me, the undersigned Notary Public of said state, personally appeared JOHN O. SIMONS, who acknowledged himself to be the joint venturer of ROGERS AT NORTHERN JOINT VENTURE, a joint venture general partnership of the State of Maryland, 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 joint venturer of said joint venture general partnership.

ship by signing the name of the joint venture general partnership by himself as joint venturer.

WITNESS my hand and Notarial Seal.



William D. Young
Notary Public
My Commission Expires: 7/1/86

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 6th day of January, 1988, before me, the undersigned Notary Public of said state, personally appeared JOHN O. SIMONS, JR., who acknowledged himself to be the joint venturer of ROGERS AT NORTHERN JOINT VENTURE, a joint venture general partnership of the State of Maryland, 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 joint venturer of said joint venture general partnership by signing the name of the joint venture general partnership by himself as joint venturer.

WITNESS my hand and Notarial Seal.



William D. Young
Notary Public
My Commission Expires: 7/1/86

EXHIBIT ONE

All that certain tract or parcel of land situate in the 27th Ward of the City of Baltimore, State of Maryland, bounded and described as follows:

BEGINNING at the intersection of the Northeasterly curving line of West Rogers Avenue, 50 feet wide (formerly Cross County Boulevard), and the Southeasterly line of Whalen Avenue (a 40 foot wide private road);

- Thence (1) North 64 degrees 52 minutes 00 seconds East along the Southeasterly line of Whalen Avenue a distance of 260.00 feet to a point in the same;
- Thence (2) South 25 degrees 08 minutes 00 seconds East, a distance of 142.00 feet to a point in the Northwesterly line of Section I, Mt. Washington Hills Condominium;
- Thence (3) Binding on the Northwesterly line of Section I, Mt. Washington Hills Condominium, South 64 degrees, 52 minutes 00 seconds West a distance of 129.83 feet to a point on the curving Northeasterly line of West Rogers Avenue;
- Thence (4) Curving to the left along the Northeasterly line of West Rogers Avenue with a radius of 344.44 feet, an arc distance of 195.24 feet (the chord of said arc bearing North 67 degrees 38 minutes 40 seconds West, 192.64 feet) to a point in the Southeasterly line of Whalen Avenue and place of beginning.

Containing within said bounds 0.5947 acres of land, more or less.

EXHIBIT TWO

BEING all that property shown and designated as Mount Washington Hills, Section 1, on a Plat entitled "Condominium Plat Mount Washington Hills, Section 1," Sheets 1 through 3, which Plat is recorded among the Land Records of Baltimore City in Condominium Plat Book No. 79, and more particularly described as follows:

All that certain tract of land situated in the Twenty-Seventh Ward of the City of Baltimore, State of Maryland, bounded and described as follows:

BEGINNING at a point in the curving northeasterly line of Rogers Avenue (50 feet wide), said point being south 67 degrees 38 minutes 40 seconds east a chord distance of 192.64 feet from the intersection of the southeasterly line of Whalen Avenue, (40 foot wide private road) which bears north 64 degrees 52 minutes 00 seconds east with said northeasterly curving line of Rogers Avenue, said point being also corner to Section One of the Mount Washington Hills Condominium;

thence (1) along the line of Section One of the Mount Washington Hills Condominium, north 64 degrees 52 minutes 00 seconds east a distance of 229.00 feet to a point;

thence (2) again along the line of Section One of the Mount Washington Hills Condominium, south 25 degrees 08 minutes 00 seconds east a distance of 165.00 feet to a point;

thence (3) again with the line of Section One of the Mount Washington Hills Condominium, south 64 degrees 52 minutes 00 seconds west a distance of 155.00 feet to a point;

thence (4) again with the line of Section One of the Mount Washington Hills Condominium, south 11 degrees 38 minutes 00 seconds east a distance of 124.00 feet to a point;

thence (5) again with the line of Section One of the Mount Washington Hills Condominium, south 36 degrees 52 minutes 00 seconds west a distance of 26.33 feet to a point in the northeasterly line of Rogers Avenue;

thence (6) binding on the northeasterly line of Rogers Avenue, north 18 degrees 56 minutes 20 seconds west a distance of 108.95 feet to a point in the same;

thence (7) curving to the left along the northeasterly line of Rogers Avenue with a radius of 344.44 feet, an arc distance of 195.17 feet, the chord of which bears north 35 degrees 10 minutes 17 seconds west a chord distance of 192.57 feet to a point in the same and place of beginning.

Containing within said bounds 0.8591 acres of land, more or less.

TOGETHER WITH all that property shown and designated as Mount Washington Hills, Section 2, on a Plat entitled "First Amended Condominium Plat, Mount Washington Hills, Section 2," Sheets 1 through 3, which Plat is recorded among the Land Records of Baltimore City in Condominium Plat Book No. 79, and more particularly described as follows:

All that certain tract or parcel of land situate in the 27th Ward of the City of Baltimore, State of Maryland, bounded and described as follows:

BEGINNING at the intersection of the Northeasterly curving line of West Rogers Avenue, 50 feet wide (formerly Cross County Boulevard), and the Southeasterly line of Whalen Avenue (a 40 foot wide private road);

- Thence (1) North 64 degrees 52 minutes 00 seconds East along the Southeasterly line of Whalen Avenue a distance of 260.00 feet to a point in the same;
- Thence (2) South 25 degrees 08 minutes 00 seconds East, a distance of 142.00 feet to a point in the Northwesterly line of Section I, Mt. Washington Hills Condominium;
- Thence (3) Binding on the Northwesterly line of Section I, Mt. Washington Hills Condominium, South 64 degrees, 52 minutes 00 seconds West a distance of 129.83 feet to a point on the curving Northeasterly line of West Rogers Avenue;
- Thence (4) Curving to the left along the Northeasterly line of West Rogers Avenue with a radius of 344.44 feet, an arc distance of 195.24 feet (the chord of said arc bearing North 67 degrees 38 minutes 40 seconds West, 192.64 feet) to a point in the Southeasterly line of Whalen Avenue and place of beginning.

Containing within said bounds 0.5947 acres of land, more or less.

EXHIBIT THREE

BEGINNING for the same at the corner formed by the intersection of the southeasternmost line of Whalen Avenue (formerly Rogers Avenue) and the northeasternmost 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 MLP 9884 at Folio 209 was conveyed by Charles A. Velte, 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 Commission and binding along the aforesaid southeasternmost line of Whalen Avenue (formerly Rogers Avenue), a private road and along the first line of the above-mentioned deed North 64 degrees 52 minutes 00 seconds East 545.30 feet to the end of said First line thence binding along the Second line of the above-mentioned deed, as now surveyed, North 10 degrees 38 minutes 00 seconds West 20.66 feet (said line being erroneously called 43.84 feet in length in the above-mentioned deed) to the end thereof, thence binding along the third and fourth lines of the above-mentioned 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 binding 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 above-mentioned 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) 225.10 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 224.91 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 JFC 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 northeasternmost line of West Rogers Avenue and to a point on the Ninth line of the above first mentioned deed, thence binding 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) 390.41 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 369.84 feet to the place of beginning.

Saving and excepting all that property described in Exhibit Two hereto and being shown and designated as Mount Washington Hills, Section 1, on the Plat entitled "Condominium Plat, Mount Washington Hills, Section 1," Sheets 1 through 3, which Plat is recorded among the Land Records of Baltimore City in Condominium Plat Book No. 79, and as shown and designated as

Mount Washington Hills, Section 2, on the Plat entitled "First Amended Condominium Plat, Mount Washington Hills, Section 2," Sheets 1 through 3, which Plat is recorded among the Land Records of Baltimore City in Condominium Plat Book No. _____.

REC'D FOR RECORD JAN 10 1984 3:11 PM
& RECORDED IN THE LAND RECORDS OF
BALTIMORE CITY, LIPER S. E. D. 167
PAGE 31 SAUNDRA E. DANKS, CLERK

SECOND AMENDMENT TO DECLARATION

THIS SECOND AMENDMENT TO DECLARATION is made and entered into this Twenty-fifth day of October, 1984, by ROGERS AT NORTHERN JOINT VENTURE, a joint venture formed and existing under the laws of the State of Maryland (hereinafter the "Declarant") and MWC, INC., a Maryland corporation (hereinafter "MWC").

EXPLANATORY STATEMENT

1. The Declarant is a Maryland general partnership whose general partners are MWC, 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 CWMJr. No. 4169, Folio 408 (hereinafter the "Declaration"), and subject to the provisions of Md. Real Prop. Code Ann., Section 11-101, et seq. (1981 Repl. Vol.) (hereinafter "the Maryland Condominium Act"), Declarant established that certain condominium regime, known as Mount Washington Hills Condominium, encompassing all of Declarant'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 (hereinafter 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. By its First Amendment to Declaration dated January 10, 1984, and recorded among the Land Records of Baltimore City, Maryland, in Liber SEB No. 0167, Folio 315 (hereinafter the "First Amendment"), Declarant amended the Declaration, and particularly Exhibits A and Aa thereof in order to annex an additional lot or parcel to the Condominium. The said parcel is depicted on a plat entitled "First Amended Condominium Plat, Mount Washington Hills, Section 2," which plat was recorded among the Land Records of Baltimore City, Maryland, in Condominium Plat Book No. 108, contemporaneously with the recordation of the First Amendment.

4. MWC is the Record holder of title, in fee simple, to all that lot or parcel of ground containing 0.3260 acres, more or less, in Baltimore City, Maryland, and more particularly described in Exhibit One attached hereto and by this reference made part hereof. MWC, on its own behalf, held title to the

Condo Plat Book 131

said parcel (hereinafter "Section 3") for the use and benefit of the Declarant, and it contributed Section 3 to the Declarant 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. Section 3 lies adjacent to the Condominium and comprises part of the parcel of land described in Exhibit Aa to the Declaration, as amended by Exhibit Three to the First Amendment.

5. The Declarant is the owner of certain buildings and other improvements constructed on Section 3. Pursuant to The Maryland Condominium Act and by virtue of the irrevocable right reserved unto itself in Article VII of the Declaration. Declarant desires and intends that the said section, together with the buildings and improvements, which have been divided into twelve (12) condominium units, shall be annexed to the Condominium, to be sold, conveyed and held subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth in the Declaration (including the provisions of the Bylaws of the Council of Unit Owners of the Condominium, incorporated by reference therein), each of which is for the benefit of the said Section 3 and the subsequent owners thereof.

6. Contemporaneously with the recordation hereof, the Declarant has filed for record in the office of the Clerk of the Court for the Circuit Court for Baltimore City, Maryland, a certain plat (the "Second Amended Condominium Plat"), which Second Amended Condominium Plat, consisting of three (3) sheets, is entitled "Second Amended Condominium Plat, Mount Washington Hills, Section 3."

7. The Declarant desires and intends by the recordation of the Second Amended Condominium Plat and this Second Amendment to Declaration, that (a) Section 3 shall be annexed to the Condominium, and be subjected to the condominium regime established by the Declaration and by The Maryland Condominium Act; and (b) the Declaration and First Amendment thereto, and the Exhibits to each, shall be amended or superseded to the extent necessary to reflect the annexation of Sections 2 and 3 to the Condominium.

8. MWC, on its own behalf, joins in the execution of this Second Amendment to Declaration to evidence its consent to and joinder in such amendment, to the end that Section 3, including the building and improvements thereon, shall be duly annexed to the Condominium and subjected to the condominium regime established by the Declaration and the Maryland Condominium Act.

NOW, THEREFORE, THIS SECOND AMENDMENT WITNESSETH:

Amendment to Declaration

1. Declarant, for itself, its successors and assigns, hereby declares that all the property described herein as Section 3, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth in the Declaration (including the provisions of the Bylaws of the Council of Unit Owners of the Condominium, attached thereto as "Exhibit B") all of which are declared and agreed to be in aid of a plan for improvement of said property, and the division thereof into condominium units in common elements, and shall be deemed to run with the land, and inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

2. The Declaration is hereby amended as follows:

2.1 Exhibit A to the Declaration is stricken in its entirety and Exhibit Two hereof is substituted. Any and all references in the Declaration to Exhibit A shall hereafter be deemed to mean and to refer to the property described in Exhibit Two attached hereto and made part hereof.

2.2 Exhibit Aa of the Declaration is stricken in its entirety and Exhibit Three hereof is hereby substituted. Any and all references in the Declaration to Exhibit Aa shall hereafter be deemed to mean and to refer to the property described in Exhibit Three attached hereto and made part hereof.

3. The First Amendment and all Exhibits thereto are superseded to the extent necessary to effect the annexation of Sections 2 and 3 to the Condominium.

4. MWC, on its own behalf, joins in the execution of this Second Amendment to Declaration to evidence its consent to and joinder in such amendment, to the end that Section 3, including the buildings and improvements thereon, be, and is hereby declared to be, annexed to the Condominium, and subjected to the condominium regime established by the Declaration and The Maryland Condominium Act.

IN WITNESS WHEREOF, the Declarant and MWC have caused this First Amendment to Declaration to be executed under seal the day and year first above written.

ATTEST:

MWC, INC.,
a Maryland corporation

Gertrude R. Connor

By: Alvin Blank (SEAL)
Alvin Blank, President

ROGERS AT NORTHERN JOINT
VENTURE,
a joint venture general partner-
ship of the State of Maryland

ATTEST:

By: MWC, INC.,
a Maryland corporation

Gertrude R. Connor

By: Alvin Blank (SEAL)
Alvin Blank, President

WITNESS:

Gertrude R. Connor

By: Alvin Blank (SEAL)
ALVIN BLANK

Gertrude R. Connor

By: John O. Simons (SEAL)
JOHN O. SIMONS

Gertrude R. Connor

By: John O. Simons, Jr. (SEAL)
JOHN O. SIMONS, JR.

Joint Venturers

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

I HEREBY CERTIFY that on this 25th day of October, 1984, before me, the undersigned Notary Public of said State, personally appeared ALVIN BLANK, 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.

Genevieve R. O'Connor
 Notary Public
 My Commission Expires: 7/1/86



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

I HEREBY CERTIFY that on this 25th day of October, 1984, before me, the undersigned Notary Public of said State, personally appeared ALVIN BLANK, who acknowledged himself to be the Joint Venturer of ROGERS AT NORTHERN JOINT VENTURE, a joint venture general partnership of the State of Maryland, 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 Joint Venturer of said joint venture general partnership by signing the name of the joint venture general partnership by himself as Joint Venturer.

WITNESS my hand and Notarial Seal.

Genevieve R. O'Connor
 Notary Public
 My Commission Expires: 7/1/86




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

I HEREBY CERTIFY that on this 25th day of October, 1984, before me, the undersigned Notary Public of said State, personally appeared JOHN O. SIMONS, who acknowledged himself to be the Joint Venturer of ROGERS AT NORTHERN JOINT VENTURE, a joint venture general partnership of the State of Maryland, 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 Joint Venturer of said joint venture general partnership by signing the name of the joint venture general partnership by himself as Joint Venturer.

WITNESS my hand and Notarial Seal.

Genevieve R. O'Connor
 Notary Public
 My Commission Expires: 7/1/86




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

I HEREBY CERTIFY that on this 25th day of October, 1984, before me, the undersigned Notary Public of said State, personally appeared JOHN O. SIMONS, JR. who acknowledged himself to be the Joint Venturer of ROGERS AT NORTHERN JOINT VENTURE, a joint venture general partnership of the State of Maryland, 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 Joint Venturer of said joint venture general partnership by signing the name of the joint venture general partnership by himself as Joint Venturer.

WITNESS my hand and Notarial Seal.

Genevieve R. O'Connor
 Notary Public
 My Commission Expires: 7/1/86



LIBRARY J 3 3 1 2 5 0 1 0

EXHIBIT ONE

All that certain tract or parcel of land situated in the 27th Ward of the City of Baltimore, State of Maryland, bounded and described as follows:

Beginning at a point in the southerly line of Whalen Avenue (formerly, Rogers Avenue said point being distant North 64 degrees 52 minutes 00 seconds East, 260.00 feet from the intersection of said southerly line of Whalen Avenue with the curving northeasterly line of West Rogers Avenue (50' wide), said intersection point being also the beginning of that parcel described by deed dated August 17, 1955 and recorded among the Land Records of Baltimore City in Liber MLP 9884, Folio 209;

Thence (1) North 64 degrees 52 minutes 00 seconds East along the southerly line of Whalen Avenue a distance of 100.00 feet to a point in the same;

Thence (2) South 25 degrees 08 minutes 00 seconds East, to a distance of 142.00 feet to a point in the northerly line of Section 1, Mt. Washington Hills Condominiums;

Thence (3) Binding on the northerly line of Section 1, South 64 degrees 52 minutes 0 seconds West, a distance of 100.00 feet to a point in the easterly line of Section 2;

Thence (4) Binding on the easterly line of Section 2, North 25 degrees 08 minutes 00 seconds West, a distance of 142.00 feet to a point in the southerly line of Whalen Avenue and place of beginning.

Containing within said bounds 14,200 square feet of land (0.3260 acres) more or less.

LFH/ml
10/25/84
0025t

EXHIBIT TWO

BEING all that property shown and designated as Mount Washington Hills, Section 1, on a Plat entitled "Condominium Plat, Mount Washington Hills, Section 1," Sheets 1 through 3, which Plat is recorded among the Land Records of Baltimore City in Condominium Plat Book No. 79, and more particularly described as follows:

All that certain tract of land situated in the Twenty-Seventh Ward of the City of Baltimore, State of Maryland, bounded and described as follows:

BEGINNING at a point in the curving northeasterly line of Rogers Avenue (50 feet wide), said point being south 67 degrees 38 minutes 40 seconds east a chord distance of 192.64 feet from the intersection of the southeasterly line of Whalen Avenue, (40 foot wide private road) which bears north 64 degrees 52 minutes 00 seconds east with said northeasterly curving line of Rogers Avenue, said point being also corner to Section One of the Mount Washington Hills Condominium;

- thence (1) along the line of Section One of the Mount Washington Hills Condominium, north 64 degrees 52 minutes 00 seconds east a distance of 229.00 feet to a point;
- thence (2) again along the line of Section One of the Mount Washington Hills Condominium, south 25 degrees 08 minutes 00 seconds east a distance of 165.00 feet to a point;
- thence (3) again with the line of Section One of the Mount Washington Hills Condominium, south 64 degrees 52 minutes 00 seconds west a distance of 155.00 feet to a point;
- thence (4) again with the line of Section One of the Mount Washington Hills Condominium, south 11 degrees 38 minutes 00 seconds east a distance of 124.00 feet to a point;
- thence (5) again with the line of Section One of the Mount Washington Hills Condominium, south 36 degrees 52 minutes 00 seconds west a distance of 26.33 feet to a point in the northeasterly line of Rogers Avenue;
- thence (6) binding on the northeasterly line of Rogers Avenue, north 18 degrees 56 minutes 20 seconds west a distance of

thence (7)

108.95 feet to a point in the same; curving to the left along the northeasterly line of Rogers Avenue with a radius of 344.44 feet, an arc distance of 195.17 feet, the chord of which bears north 35 degrees 10 minutes 17 seconds west a chord distance of 192.57 feet to a point in the same and place of beginning.

Containing within said bounds 0.8591 acres of land, more or less.

TOGETHER with all that property shown and designated as Mount Washington Hills, Section 2, on a Plat entitled "First Amended Condominium Plat, Mount Washington Hills, Section 2," Sheets 1 through 3, which Plat is recorded among the Land Records of Baltimore City in Condominium Plat Book No. 108, and more particularly described as follows:

All that certain tract or parcel of land situate in the 27th Ward of the City of Baltimore, State of Maryland, bounded and described as follows:

BEGINNING at the intersection of the Northeasterly curving line of West Rogers Avenue, 50 feet wide (formerly Cross County Boulevard), and the Southeasterly line of Whalen Avenue (a 40 foot wide private road);

Thence (1) North 64 degrees 52 minutes 00 seconds East along the Southeasterly line of Whalen Avenue a distance of 260.00 feet to a point in the same;

Thence (2) South 25 degrees 08 minutes 00 seconds East, a distance of 142.00 feet to a point in the Northwesterly line of Section 1, Mt. Washington Hills Condominium;

Thence (3) Binding on the Northwesterly line of Section 1, Mt. Washington Hills Condominium, South 64 degrees, 52 minutes 00 seconds West a distance of 129.83 feet to a point on the curving Northeasterly line of West Rogers Avenue;

Thence (4) Curving to the left along the Northeasterly line of West Rogers Avenue with a radius of 344.44 feet, an arc distance of 195.24 feet (the chord of said arc bearing North 67 degrees 38 minutes 40 seconds West, 192.64 feet) to a point in the Southeasterly line of Whalen Avenue and place of beginning.

Containing within said bounds 0.5947 acres of land, more or

less.

TOGETHER with all that property shown and designated as Mt. Washington Hills, Section 3, on a plat entitled "Second Amended Condominium Plat, Mount Washington Hills, Section 3," Sheets 1 through 3, which plat has been recorded among the Land Records of Baltimore City, Maryland, among the Condominium Plat Books thereof, contemporaneously with the recordation of this Second Amendment to Declaration. The property is more particularly described as follows:

All that certain tract or parcel of land situated in the 27th Ward of the City of Baltimore, State of Maryland, bounded and described as follows:

Beginning at a point in the southerly line of Whalen Avenue (formerly, Rogers Avenue), said point being distant North 64 degrees 52 minutes 00 seconds East, 260.00 feet from the intersection of said southerly line of Whalen Avenue with the curving northeasterly line of West Rogers Avenue (50' wide), said intersection point being also the beginning of that parcel described by deed dated August 17, 1955 and recorded among the Land Records of Baltimore City in Liber MLP 9884, Folio 209;

- Thence (1) North 64 degrees 52 minutes 00 seconds East along the southerly line of Whalen Avenue a distance of 100.00 feet to a point in the same;
- Thence (2) South 25 degrees 08 minutes 00 seconds East, a distance of 142.00 feet to a point in the northerly line of Section I, Mt. Washington Hills Condominiums;
- Thence (3) binding on the northerly line of Section 1, South 64 degrees 52 minutes 0 seconds West, a distance of 100.00 feet to a point in the easterly line of Section 2;
- Thence (4) binding on the easterly line of Section 2, North 25 degrees 08 minutes 00 seconds West, a distance of 142.00 feet to a point in the southerly line of Whalen Avenue and place of beginning.

Containing within said bound 14,200 square feet of land (0.3260 acres) more or less.

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EXHIBIT THREE

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BEGINNING for the same at the corner formed by the intersection of the southeasternmost line of Whalen Avenue (formerly Rogers Avenue) and the northeasternmost 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 MLP 9884 at Folio 209 was conveyed by Charles A. Velte, 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 Commission and binding along the aforesaid southeasternmost line of Whalen Avenue (formerly Rogers Avenue), a private road and along the first line of the above-mentioned deed North 64 degrees 52 minutes 00 seconds East 545.30 feet to the end of said First line, thence binding along the Second line of the above-mentioned deed, as now surveyed, North 10 degrees 38 minutes 00 seconds West 20.66 feet (said line being erroneously called 43.84 feet in length in the above-mentioned deed) to the end thereof, thence binding along the third and fourth lines of the above-mentioned 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 binding 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 above-mentioned 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) 225.10 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 224.91 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 JFC 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 northeasternmost line of West Rogers Avenue and to a point on the Ninth line of the above first mentioned deed, thence binding 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) 390.41 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 369.84 feet to the place of beginning.

Saving and excepting all that property described in Exhibit Two hereto and being shown and designated as Mount Washington Hills, Section 1, on the Plat entitled "Condominium Plat, Mount Washington Hills, Section 1," Sheets 1 through 3, which Plat is recorded among the Land Records of Baltimore City, Maryland, in Condominium Plat Book No. 79, and as shown and designated as Mount Washington Hills, Section 2, on the Plat entitled "First Amended Condominium Plat, Mount Washington Hills, Section 2," Sheets 1 through 3, which Plat is recorded among the Land Records of Baltimore City in Condominium Plat Book SEB No. 108, and, further, as shown and designated as Mt. Washington Hills, Section 3, on the plat entitled "Second Amended Condominium Plat, Mount Washington Hills, Section 3," Sheets 1 through 3, which plat has been recorded among the Land Records of Baltimore City, Maryland, among the Condominium Plat Books thereof, contemporaneously with the recordation of this Second Amendment of Declaration.

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THIRD AMENDMENT TO DECLARATION

THIS THIRD AMENDMENT TO DECLARATION is made and entered into this 23rd day of September, 1986, by ROGERS AT NORTHERN JOINT VENTURE, a joint venture formed and existing under the laws of the State of Maryland (the "Declarant") and MWC, INC., a Maryland corporation ("MWC").

EXPLANATORY STATEMENT

1. The Declarant is a Maryland general partnership whose general partners are MWC, 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 CWMJr. No. 4169, Folio 408 (the "Declaration"), and subject to the provisions of Md. Real Prop. Code Ann., Section 11-101, et. seq. (1981 Repl. Vol.) (the "Maryland Condominium Act"), Declarant established that certain condominium regime, known as Mount Washington Hills Condominium, encompassing all of Declarant'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 (the "Condominium"). The Condominium is also depicted on a plat entitled "Condominium Plat, Mount Washington Hills, Section I," Sheets 1 thru 3 (the "Condominium Plat"), which plat was recorded among the Land Records of Baltimore City, Maryland, in Condominium Plat Book No. 79 contemporaneously with the recordation of the Declaration.

3. By its First Amendment to Declaration dated January 10, 1984, and recorded among the Land Records of Baltimore City, Maryland, in Liber SEB No. 0167, Folio 315 (the "First Amendment"), Declarant amended the Declaration, and particularly Exhibits A and Aa thereof, in order to annex an additional lot or parcel to the Condominium. The said parcel is depicted on a plat entitled "First Amended Condominium Plat, Mount Washington Hills, Section 2," which plat was recorded among the Land Records of Baltimore City, Maryland, in Condominium Plat Book No. 108, contemporaneously with the recordation of the First Amendment.

4. By its Second Amendment To Declaration dated October 25, 1984, and recorded among the Land Records of Baltimore City, Maryland, in Liber SEB No. 339, Folio 004 (the "Second Amendment"), Declarant amended the Declaration, and particularly Exhibits A and Aa thereof, and superseded the Amendments thereto as previously made by the First Amendment, in order to annex an additional lot or parcel to the Condominium. The said lot or parcel is depicted on a plat entitled "Second Amended Condominium Plat, Mount Washington Hills, Section III," which plat was recorded among the Land

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Records of Baltimore City, Maryland, in Condominium Plat Book No. 131, contemporaneously with the recordation of the Second Amendment.

5. MWC is the Record holder of title, in fee simple, to all that lot or parcel of ground containing 2.0745 acres, more or less, in Baltimore City, Maryland, and more particularly described in Exhibit One attached hereto and by this reference made part hereof. MWC, on its own behalf, held title to the said parcel ("Section 4") for the use and benefit of the Declarant, and it contributed Section 4 to the Declarant 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. Section 4 lies adjacent to the Condominium and comprises part of the parcel of land described in Exhibit Aa to the Declaration, as amended by Exhibit Three to the First Amendment, and as further amended and superseded by Exhibit Three to the Second Amendment.

6. The Declarant is the owner of certain buildings and other improvements constructed on Section 4. Pursuant to The Maryland Condominium Act and by virtue of the irrevocable right reserved unto itself in Article VII of the Declaration. Declarant desires and intends that the said section, together with the buildings and improvements, which have been divided into sixteen (16) condominium units, shall be annexed to the Condominium, to be sold, conveyed and held subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth in the Declaration (including the provisions of the Bylaws of the Council of Unit Owners of the Condominium, incorporated by reference therein), each of which is for the benefit of the said Section 4 and the subsequent owners thereof.

7. Contemporaneously with the recordation hereof, the Declarant has filed for record in the office of the Clerk of the Court for the Circuit Court for Baltimore City, Maryland, a certain plat (the "Third Amended Condominium Plat"), which Third Amended Condominium Plat, consisting of three (3) sheets, is entitled "Condominium Plat, Mount Washington Hills, Section 4."

8. The Declarant desires and intends by the recordation of the Third Amended Condominium Plat and this Third Amendment to Declaration, that (a) Section 4 shall be annexed to the Condominium, and be subjected to the condominium regime established by the Declaration and by The Maryland Condominium Act; and (b) the Declaration, the First Amendment thereto and the Second Amendment thereto, and the Exhibits to each, shall be amended or superseded to the extent necessary to reflect the annexation of Sections 2, 3 and 4 to the Condominium.

9. MWC, on its own behalf, joins in the execution of this Third Amendment to Declaration to evidence its consent to and joinder in such amendment, to the end that Section 4, including the building and improvements thereon, shall be duly annexed to the Condominium and subjected to the condominium regime established by the Declaration and the Maryland Condominium Act.

NOW, THEREFORE, THIS THIRD AMENDMENT WITNESSETH:

Amendment to Declaration

1. Declarant, for itself, its successors and assigns, hereby declares that all the property described herein as Section 4, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth in the Declaration (including the provisions of the Bylaws of the Council of Unit Owners of the Condominium, attached thereto as "Exhibit B") all of which are declared and agreed to be in aid of a plan for improvement of said property, and the division thereof into condominium units in common elements, and shall be deemed to run with the land, and inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

2. The Declaration is hereby amended as follows:

2.1 Exhibit A to the Declaration is stricken in its entirety and Exhibit Two hereof is substituted. Any and all references in the Declaration to Exhibit A shall hereafter be deemed to mean and to refer to the property described in Exhibit Two attached hereto and made part hereof.

2.2 Exhibit Aa of the Declaration is stricken in its entirety and Exhibit Three hereof is hereby substituted. Any and all references in the Declaration to Exhibit Aa shall hereafter be deemed to mean and to refer to the property described in Exhibit Three attached hereto and made part hereof.

3. The First Amendment and all Exhibits thereto are superseded to the extent necessary to effect the annexation of Sections 2, 3 and 4 to the Condominium.

4. The Second Amendment and all Exhibits thereto are superseded to the extent necessary to effect the annexation of Sections 2, 3 and 4 to the Condominium.

5. MWC, on its own behalf, joins in the execution of this Third Amendment to Declaration to evidence its consent to and joinder in such amendment, to the end that Section 4, including the buildings and improvements thereon, be, and is hereby declared to be, annexed to the Condominium, and subjected to the condominium regime established by the Declaration and The Maryland Condominium Act.

IN WITNESS WHEREOF, the Declarant and MWC have caused this First Amendment to Declaration to be executed under seal the day and year first above written.

ATTEST:

Tracy E. Vincent

MWC, INC.,
a Maryland corporation

BY: Alvin Blank (SEAL)
Alvin Blank, President

ROGERS AT NORTHERN JOINT
VENTURE
a joint venture general partnership of the State of Maryland

ATTEST:

Tracy E. Vincent

BY: MWC, INC.,
a Maryland corporation

BY: Alvin Blank (SEAL)
Alvin Blank, President

WITNESS:

Tracy E. Vincent

BY: Alvin Blank (SEAL)
ALVIN BLANK

John O. Simons

BY: John O. Simons (SEAL)
JOHN O. SIMONS

John O. Simons, Jr.

BY: John O. Simons, Jr. (SEAL)
JOHN O. SIMONS, JR.


Joint Venturers

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

I HEREBY CERTIFY that on this 24 day of September, 1986, before me, the undersigned Notary Public of said State, personally appeared ALVIN BLANK, 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


Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND, *County* CITY OF BALTIMORE, TO-WIT:

I HEREBY CERTIFY that on this 24 day of September, 1986, before me, the undersigned Notary Public of said State, personally appeared ALVIN BLANK, who acknowledged himself to be the Joint Venturer of ROGERS AT NORTHERN JOINT VENTURE, a joint venture general partnership of the State of Maryland, 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 Joint Venturer of said joint venture general partnership by signing the name of the joint venture general partnership by himself as Joint Venturer.

WITNESS my hand and Notarial Seal


Notary Public
My Commission Expires: 7/1/90

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

I HEREBY CERTIFY that on this 24 day of September, 1986, before me, the undersigned Notary Public of said State, personally appeared JOHN O. SIMONS, who acknowledged himself to be the Joint Venturer of ROGERS AT NORTHERN JOINT VENTURE, a joint venture general partnership of the State of Maryland, 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 Joint Venturer of said joint venture general partnership by signing the name of the joint venture general partnership by himself as Joint Venturer.

WITNESS my hand and Notarial Seal.


Notary Public
My Commission Expires: 7/1/90

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

I HEREBY CERTIFY that on this 24th day of September, 1988, before me, the undersigned Notary Public of said State, personally appeared JOHN O. SIMONS, JR. who acknowledged himself to be the Joint Venturer of ROGERS AT NORTHERN JOINT VENTURE, a joint venture general partnership of the State of Maryland, 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 Joint Venturer of said joint venture general partnership by signing the name of the joint venture general partnership by himself as Joint Venturer.

WITNESS my hand and Notarial Seal.

Genevieve R. [Signature]
Notary Public
My Commission Expires 7/1/90



EXHIBIT ONE

All that certain tract or parcel of land situated in the 27th Ward of the City of Baltimore, State of Maryland, bounded and described as follows:

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Beginning at a point in the southerly line of Whalen Avenue (formerly Rogers Avenue), said point being distant North 64 degrees 52 minutes 00 seconds East 360.00 feet from the intersection of said southerly line of Whalen Avenue with the curving northeasterly line of West Rogers Avenue (50 feet wide), said intersection point being also the beginning of that parcel described by deed dated August 17, 1955, and recorded among the Land Records of Baltimore City, Maryland, in Liber MLP No. 9884, Folio 209;

- Thence (1) North 64 degrees 52 minutes 00 seconds East along the southerly line of Whalen Avenue a distance of 185.30 feet to a point;
- Thence (2) North 10 degrees 38 minutes 00 seconds West 20.66 feet to a point;
- Thence (3) North 64 degrees 52 minutes 00 seconds East 20.00 feet to a point;
- Thence (4) South 81 degrees 18 minutes 30 seconds East 147.12 feet to a point;
- Thence (5) Curving to the right with a radius of 1,739.00 feet, an arc distance of 407.66 feet, the chord of said arc bearing South 09 degrees 14 minutes 53 seconds West 406.73 feet;
- Thence (6) North 74 degrees 02 minutes 28 seconds West 137.83 feet to a point in the line of Section I, Mt. Washington Hills Condominium;
- Thence (7) Along the line of the aforesaid Section I, North 25 degrees 08 minutes 00 seconds West 165.00 feet to a point in the line of Section III, Mt. Washington Hills Condominium;
- Thence (8) Again along the line of the aforesaid Section III, North 64 degrees 52 minutes 00 seconds East 0.83 feet to a point in the same;
- Thence (9) Again along the line of the aforesaid Section III, North 25 degrees 08 minutes 00 seconds West 142.00 feet to a point in the southerly line of Whalen Avenue and place of beginning.

Containing within said bounds 2.0745 acres of land, more or less.

EXHIBIT TWO

BEING all that property shown and designated as Mount Washington Hills, Section 1, on a Plat entitled "Condominium Plat, Mount Washington Hills, Section 1," Sheets 1 through 3, which ~~Plat is recorded among~~ the Land Records of Baltimore City, Maryland, in Condominium Plat Book No. 79.

Containing within said bounds 0.8591 acres of land, more or less.

TOGETHER with all that property shown and designated as Mount Washington Hills, Section 2, on a Plat entitled "First Amended Condominium Plat, Mount Washington Hills, Section 2," Sheets 1 through 3, which Plat is recorded among the Land Records of Baltimore City, Maryland, in Condominium Plat Book No. 108.

Containing within said bounds 0.5947 acres of land, more or less.

TOGETHER with all that property shown and designated as Mt. Washington Hills, Section 3, on a plat entitled "Second Amended Condominium Plat, Mount Washington Hills, Section 3," Sheets 1 through 3, which plat is recorded among the Land Records of Baltimore City, Maryland, in Condominium Plat Book No. 131.

Containing within said bounds 0.3260 acres of land more or less.

TOGETHER WITH all that certain tract or parcel of land situated in the 27th Ward of the City of Baltimore, State of Maryland, bounded and described as follows:

Beginning at a point in the southerly line of Whalen Avenue (formerly Rogers Avenue), said point being distant North 64 degrees 52 minutes 00 seconds East 360.00 feet from the intersection of said southerly line of Whalen Avenue with the curving northeasterly line of West Rogers Avenue (50 feet wide), said intersection point being also the beginning of that parcel described by deed dated August 17, 1955, and recorded among the Land Records of Baltimore City, Maryland, in Liber MLP No. 9884, Folio 209;

Thence (1) North 64 degrees 52 minutes 00 seconds East along the southerly line of Whalen Avenue a distance of 185.30 feet to a point;

Thence (2) North 10 degrees 38 minutes 00 seconds West 20.66 feet to a point;

Thence (3) North 64 degrees 52 minutes 00 seconds East 20.00 feet to a point;

- Thence (4) South 81 degrees 18 minutes 30 seconds East
147.12 feet to a point;
- Thence (5) Curving to the right with a radius of 1,739.00
feet, an arc distance of 407.66 feet, the chord
of said arc bearing South 09 degrees 14 minutes
53 seconds West 406.73 feet;
- Thence (6) North 74 degrees 02 minutes 28 seconds West
137.83 feet to a point in the line of Section I,
Mt. Washington Hills Condominium;
- Thence (7) Along the line of the aforesaid Section I, North
25 degrees 08 minutes 00 seconds West 165.00
feet to a point in the line of Section III,
Mt. Washington Hills Condominium;
- Thence (8) Again along the line of the aforesaid Section III,
North 64 degrees 52 minutes 00 seconds East 0.83
feet to a point in the same;
- Thence (9) Again along the line of the aforesaid Section III,
North 25 degrees 08 minutes 00 seconds West
142.00 feet to a point in the southerly line of
Whalen Avenue and place of beginning.

Containing within said bounds 2.0745 acres of land, more or
less.

EXHIBIT THREE

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BEGINNING for the same at the corner formed by the intersection of the southeasternmost line of Whalen Avenue (formerly Rogers Avenue) and the northeasternmost 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 MLP No. 9884, Folio 209 was conveyed by Charles A. Velte, 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 Commission and binding along the aforesaid southeasternmost line of Whalen Avenue (formerly Rogers Avenue), a private road and along the first line of the above-mentioned deed North 64 degrees 52 minutes 00 seconds East 545.30 feet to the end of said First line, thence binding along the Second line of the above-mentioned deed, as now surveyed, North 10 degrees 38 minutes 00 seconds West 20.66 feet (said line being erroneously called 43.84 feet in length in the above-mentioned deed) to the end thereof, thence binding along the third and fourth lines of the above-mentioned 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 binding 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 above-mentioned 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) 225.10 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 224.91 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 JFC No. 1142, 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 northeasternmost line of West Rogers Avenue and to a point on the Ninth line of the above first mentioned deed, thence binding 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) 390.41 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 369.84 feet to the place of beginning.

SAVING AND EXCEPTING all that property described in Exhibit Two hereto and being shown and designated as Mount Washington Hills, Section 1, on the Plat entitled "Condominium Plat, Mount Washington Hills, Section 1," Sheets 1 through 3, which Plat is recorded among the Land Records of Baltimore City, Maryland, in Condominium Plat Book No. 79, and as shown and designated as Mount Washington Hills, Section 2, on the Plat entitled "First Amended Condominium Plat, Mount Washington Hills, Section 1," Sheets 1 through 3, which Plat is recorded among the Land Records of Baltimore City, Maryland, in Condominium Plat Book SEB No. 108, and, as shown and designated as Mt. Washington Hills, Section 3, on the plat entitled "Second Amended Condominium Plat, Mount Washington Hills, Section 3," Sheets 1 through 3, which plat is recorded among the Land Records of Baltimore City, Maryland, in Condominium Plat Book SEB No. 131; and, further, as shown and designated as Mount Washington Hills, Section 4, on the plat entitled "Condominium Plat, Mount Washington Hills, Section 4," Sheets 1 through 3, which plat has been recorded among the Land Records of Baltimore City, Maryland, among the Condominium Plat Books thereof, contemporaneously with the recordation of this Third Amendment to Declaration.

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