

Slips to 5 ft.



Fuel Pier & Dockmaster

West River

*Charleston Bay
1 Mile*

West River
YACHT HARBOUR
A Condominium Marina

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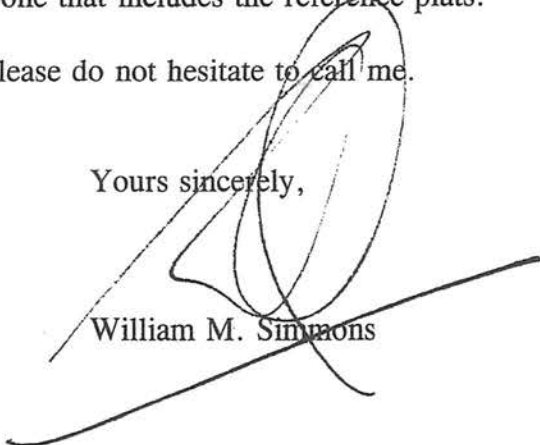
Ms. Michelle Walker
West River Yacht Harbor Condominium Association
Post Office Box 83
Galesville, Maryland 20765

Dear Michelle:

Enclosed is a complete set of the Declaration and By-Laws. You will note that you have both the original Declaration and the subsequent Amended Declaration. Both of them are needed because the original Declaration is the only one that includes the reference plats.

If you require further information, please do not hesitate to call me.

Yours sincerely,



William M. Simmons

WMS:nrk
Enc.

**AMENDED AND RESTATED DECLARATION OF A
CONDOMINIUM REGIME KNOWN AS
WEST RIVER YACHT HARBOUR, A CONDOMINIUM MARINA**

307k THIS AMENDED AND RESTATED DECLARATION, made and entered into this day of June, 1981 by West River Yacht Harbour Associates (hereinafter and in the exhibits attached hereto called the "Declarant"), the sole owner of all of the Condominium Units established by a Condominium Regime dated June 1, 1981 and recorded among the Land Records of Anne Arundel County, at Liber 3416, page 866, their successors and assigns.

The Declarant is the Declarant under a Declaration establishing a Condominium Regime known as West River Yacht Harbour, a Condominium Marina dated June 1, 1981 and recorded among the Land Records of Anne Arundel County at Liber 3416, folio 866, hereinafter referred to as the "Original Declaration"; and

WHEREAS Declarant desires to amend the Original Declaration in order to clarify certain terms and conditions of the Regime; and

WHEREAS, Declarant is the sole owner of all units in said Condominium; and

WHEREAS, this Amended and Restated Declarationn has been effectuated pursuant to a resolution passed at a duly called meeting and under the normal procedure set forth in the Original Declaration and prescribed in the Horizontal Property Act, Title 11, Real Property Article, Annotated Code of Maryland; and

WHEREAS, for the purpose of clarifying the terms and provisions of the Declaration as amended hereby, the Declarant has restated the Declaration herein in its entirety. However, notwithstanding the foregoing, all of the terms and provisions of the Original Declaration not expressly amended herein shall remain in full force and effect, and are restated herein in their entirety. In the event of any conflict between the terms and provisions of the original Declaration and the terms and provisions hereof, the terms and provisions of the Amended and Restated Declaration shall control.

NOW THEREFORE, the Declarant does hereby amend the Original Declaration to read as set forth herein, and this Amended and Restated Declaration of a Condominium Regime Known As West River Yacht Harbour, A Condominium Marina witnesseth that:

WHEREAS, the Declarant is the owner of certain land, in fee simple, more particularly described on Exhibit A attached hereto and made a part hereof, and premises, Docks, Piers, Boat Slips, and buildings constructed or to be constructed thereon and riparian rights and all appurtenances thereto (hereinafter called the "Property") located in Anne Arundel County, State of Maryland; and

WHEREAS Declarant desires to establish a Condominium by submitting the Property to the Condominium form of ownership and use in the manner provided in Real Property Article, Title 11, Section 11-101, et. sec., of the Annotated Code of Maryland (hereinafter called the "Act"). This is a commercial Condominium for boat dockage, marina operations, and other commercial endeavors as set forth hereafter. Declarant, by this Declaration, establishes a Condominium regime, and accordingly a plan for the individual ownership of segments of the property consisting of Units as defined below, and the ownership by the individual owner of each Unit, with the owners of a specified number of other Units, as specified in Exhibit D & E attached hereto of an undivided percentage interest in the Limited Common Elements as hereafter defined

and of an undivided percentage interest in all of the General Common Elements as hereafter defined.

NOW THEREFORE, THIS AMENDED AND RESTATED DECLARATION OF A CONDOMINIUM REGIME KNOWN AS WEST RIVER YACHT HARBOUR, A CONDOMINIUM MARINA WITNESSETH that the Declarant, its successors and assigns do hereby expressly establish and Declare the following:

ARTICLE I DEFINITIONS

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

(a) "Act" means the Horizontal Property Act, Title 11, Real Property Article, Annotated Code of Maryland, as amended.

(b) "Board of Directors" means the persons elected as such in accordance with the By-Laws.

(c) "Buildings" means the commercial structures and other improvements now or hereinafter erected on the land.

(d) "By-Laws" means those attached hereto as Exhibit C as amended from time to time.

(e) "Common Elements" means all of the Condominium except the Units and the riparian rights appurtenant to each Boat Slip Unit.

(f) "General Common Elements" means all the Common Elements except the Limited Common Elements.

(g) "Limited Common Elements" means those Common Elements identified in the Declaration or on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners. The Limited Common Elements are divided as follows:

(1) "Limited Common Elements for Boat Slip Units" shall comprise and include without limitation all structural components of a Pier including the bulkheads towards the water, not included in the Unit, the lavatory building intended for the use of the Pier or Piers assigned to it, and such other areas as shall be designated Limited Common Elements for Boat Slips on Exhibit B attached hereto. The Limited Common Elements for boat slips and the Pier or Piers to which their uses restricted are more particularly shown in Exhibit B.

(2) "Limited Common Elements for Land Based Units" shall comprise and include, without limitation, all structural components from the land side of the bulkhead through the complete land structures, the lavatory buildings intended for the use of the Land Based Units; all parking areas intended for the use of Land Based Units, and such other areas as shall be designated Limited Common Elements for Land Based Units on Exhibit B attached hereto. The Limited Common Elements for Land Based Units and the buildings to which their use is restricted are more particularly shown on Exhibit B.

(h) "Condominium" means all of the Property submitted to the Act as hereafter set forth having the status of a Condominium pursuant to and as defined in the Act.

(i) "Council of Unit Owners" means the unincorporated entity comprised of all Unit Owners.

(j) "Declarant" shall mean and refer to West River Yacht Harbour Associates and its successors and assigns to whom the special rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred in writing.

(k) "Association" means West River Yacht Harbour Condominium Association, its successors and assigns.

(l) "Unit" means a three-dimensional area as described below and shown on the Condominium Plat. The Units shall be divided into three types; Boat Slip Units, Land Based Units, and Gas Dock Unit. A Unit may include two or more spaces.

(m) "Unit Owner" means owner of a Boat Slip Unit, Land Based Unit or Gas Dock Unit. A mortgagee as such, may not be deemed a Unit Owner.

(n) "Restricted Use" those portions of the Limited Common Elements as defined above, for Boat Slip Units and for Land Based Units, hereof allocated to a specific Pier, Piers, or commercial Unit, as shown on Exhibit B are hereby set aside and allocated for the restricted or limited use of said respective Unit Owner.

(o) "Percentage Interest" means undivided interest of each Unit Owner as set forth in Exhibits D & E, with respect to the Common Elements of the Condominium, the Limited Common Elements of the Condominium, and the common profits and common expenses of the Council of Unit Owners.

(p) "Parking" is shown on the attached Plats as one large paved parking area with the appropriate number of parking spaces allocated pursuant to County regulations. As noted in the attached exhibits, the parking area is a Limited Common Element for the Land Based Units, with a permanent easement in favor of the Boat Slip Units; the expenses for the parking shall be the shared expense of the Land Based Unit Owners and the Boat Slip Unit Owners, as set forth hereafter in the By-Laws. The use is dedicated to the Association for parking by Boat Slip Unit Owners and the Land Based Unit Owners.

(q) "Piers" are the four extensions from the bulkhead shown on Exhibit B and labeled Pier A, Pier B, Pier C and Pier E thereon. The four Piers are Limited Common Elements which are appurtenant to the Boat Slip Units and/or Gas Dock Unit adjacent thereto.

(r) "Land Based Units" are all those Units located upon the land which are shown as L1, L2, L3, L4 and L5 on Exhibit B. There are five Land Based Units which include a restaurant, boatel, ship store, office building, and repair building.

(s) "Gas Dock Unit" is the Unit located at the end of Pier B and for purposes of this Declaration and By-Laws, shall be considered on an equal status as each Land Based Unit, for commercial purposes only.

(t) "Sheds" are those areas shown on Exhibit B designating shed 1, 2, 3, 4, paint building 5, gas tanks, and walk-in boxes, which shall be Limited Common Elements, but reserved for the restricted use of Unit L1 with the obligation of L1 to be solely responsible for the maintenance and repair and rebuilding of those improvements.

(u) "Patio" is that area adjacent to L1 and reserved for the exclusive and restricted use of L1 as shown on Exhibit B.

(v) "Exhibits" are those items attached to this Declaration or attached to the Original Declaration and are incorporated herewith. The exhibits are as follows:

1. Amended Exhibit A - Description of the land dedicated to the Condominium.
2. Exhibit B - Set of drawings containing five (5) sheets prepared by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Surveyors dated June 1981, Sheet 1 of 5 entitled Amended Minor Subdivision Plat West River Yacht Harbour as reduced to 45% of the original size as recorded among the Plat Records of Anne Arundel County; and sheets 2 through 5 of 5 entitled West River Yacht Harbour, reduced to 29% of the original size of Plats which are in the possession of the Council of Unit Owners and shall be available for any Unit Owner to examine upon their request. Exhibit B is sometimes referred to as the "Condominium Plat".
3. Exhibit C - By-Laws of the Condominium Association.
4. Exhibit D - Percentage interest of Boat Slip Units.
5. Exhibit E - Percentage interest of Land Based Units.
6. Exhibit F - First year operating expenses.

Item 1 above is attached hereto. Items 2, 3, 4, 5 & 6 are attached to the Original Declaration and intended to be incorporated herein by reference.

(w) "Mean High Water" shall mean a horizontal plane lying at a point which is located 10.502 feet below a concrete monument set 18.15 feet west of the centerline of Riverside Drive and 200 feet (plus or minus) south of Galesville Road, such monument being shown as Station Designation 367 on Record of Control Survey of Planning and Zoning Commission, County of Anne Arundel, State of Maryland.

ARTICLE II NAME

Section 1. Name of Condominium. The name by which this Condominium shall be known is "West River Yacht Harbour, A Condominium Marina".

Section 2. Description of Units. The general description and number of Units including its area, location and such other data as may be necessary or appropriate for its identification is set forth on the Condominium Plat, which Condominium Plat is annexed hereto as Exhibit B (and by this reference is made a part hereof). There are one-hundred and seventy-six Boat Slip Units, five Land Based Units, and one gas dock Unit.

NON-172
SLIPS

SEE AMENDMENT TO AMENDMENT #3 TO AMENDED
- 4 - & RESTATED DECLARATION

Section 3. Submission of Property to the Act. The Declarant hereby submits the Property to a regime established pursuant to the Act. Each Unit Owner shall hold the exclusive ownership of his or her Unit and an undivided fee simple interest in the Common Elements, as set forth hereafter; and each Condominium Unit together with the undivided interest in the Common Elements, appurtenances thereto, may, subject to the terms hereof, be conveyed, leased, encumbered, inherited or devised by Will as though each Unit were entirely independent of all other Units.

ARTICLE III BOUNDARIES

Section 1. Division of Condominium. The Condominium is hereby divided in the manner and extent described herein and in the Condominium Plat into (a) Units, (defined prior hereto in Article I); (b) General Common Elements; (c) Limited Common Elements for Boat Slip Units; (d) Limited Common Elements for Land Based Units.

Section 2. Unit Boundaries. The Unit Boundaries are defined as follows:

(a) Boat Slip Units: A complete description of each Boat Slip Unit is set forth on Exhibit B sheets 3 of 5, 4 of 5 and 5 of 5. Each Boat Slip Unit as so described shall include all that air space lying above but not below a horizontal plane lying at Mean High Water, and where indicated on Exhibit B below but not above a horizontal plane labeled "Upper Condominium Limits" thereon, the perimetrical boundaries of which are indicated on Exhibit B bounded by the exterior perimetrical surface of the Pier, the exterior boundaries as shown on Exhibit B, and the interior adjacent boundary lines running through the middle of the pilings separating such space as shown on Exhibit B. The four covered slips included in Unit L3 shall not be considered as Boat Slip Units for purposes of this Amended and Restated Declaration.

(b) Land Based Units: The boundaries for Land Based Units shall be that lot of ground for each such Land Based Unit as shown on Exhibit B, sheet 2 of 5, including the improvements thereon. As set forth in Exhibit B, Unit L1 shall include the restaurant, deck, exclusive use of the patio, sheds 1 through 4, paint building 5, gas tanks, and walk-in boxes; Unit L2 shall include the repair and paint shop, travel lift, and enclosure as shown on Exhibit B; Unit L3 shall include the office, machine shop and the four covered slips behind the machine shop and adjacent to Unit C2, Pier C as shown on Exhibit B; L4 shall include the boatel, and the right to use the Limited Common Area designated as boat service area along with parking and storage in the Limited Common Element as shown in the southwest corner of the property; Unit L5 shall include the ship store offices, improvements thereto, and use of the parking and storage area as shown as the Limited Common Element in the southwest corner of the property. The dimensions of each of the Land Based Units are considered as presently constructed.

(c) Gas Dock Units: A complete description of the Gas Dock Unit is set forth on Exhibit B sheet 4 of 5. The Gas Dock Unit shall include all physical structures located within said Unit.

Section 3. The buildings, pool, and Piers are located on the land as shown on Exhibit B, Sheet 2 of 5, as recorded among the Plat Books of Anne Arundel County as Plat Number 4232 and recorded at Plat Book 81 Page 7. The area of the land is as shown on the aforesaid Exhibit B. The dimension of each Unit and its general description and number of the Unit, location, and other data necessary for identification are also

shown on the aforesaid Exhibit B. The owner of each Condominium Boat Slip Unit shall be a member of the Council of Unit Owners.

ARTICLE IV COMMON ELEMENTS

Section 1. General Common Elements. The General Common Elements means all of the Common Elements except Limited Common Elements and shall include the following:

- (a) The Land.
- (b) The swimming pool and adjacent areas.
- (c) All other elements of common use or necessary to its existence, upkeep and/or safety.

Section 2. Limited Common Elements for Boat Slip Units. The Limited Common Elements for Boat Slip Units include those designated as such on Sheet 3, 4 and 5 of 5 on Exhibit B. All areas designated for the said use are reserved for the exclusive use of the Boat Slip Unit Owners of the Units to which they are declared to be appurtenant by appropriate designation on the Condominium Plat. If no such designation is made on the Condominium Plat then, the Limited Common Elements shall be deemed to be appurtenant to Units to which they are adjacent or which they rationally are designed and/or are intended to serve and benefit. The rights of the Unit Owners to whose Units the Limited Common Elements for Boat Slip Units are appurtenant for use and enjoyment of same shall be subject to such reasonable rules and regulations as the Board of Directors of the Council of Unit Owners may from time to time enact.

Section 3. Limited Common Elements for Land Based Units. The Limited Common Elements for Land Based Units include those designated as such on Exhibit B. All areas designated as Limited Common Elements for Land Based Units are reserved for the exclusive use of the Land Based Unit Owners, saving and excepting the provisions set forth herein for easements and rights, parking and use of lavatories by all Unit Owners. If no such designation is made on the Condominium Plat, then, the Limited Common Elements shall be deemed to be appurtenant to the Units to which they are adjacent or which they rationally are designated and/or are intended to serve the benefit. The right of the Unit Owners to whose Units the Limited Common Elements are appurtenant to use and enjoy the same shall be subject to such reasonable rules and regulations as the Board of Directors of the Council of Unit Owners may from time to time enact.

Section 4. Restricted Use. The roof, and its structure, above Piers A shall be considered a Limited Common Element. The Association shall be responsible for the repairs and maintenance of the roof above Units A1 through A19 and may immediately assess the proportional rate to each of the A1 through A19 Unit Owners for the expense of the repair and maintenance of said structure. The roof and the covered structure above the covered slips in Unit L3 shall be the sole responsibility of the owner of Unit L3.

Section 5. Percentage Interest. An undivided Percentage Interest shall be conveyed with each respective Unit and may not be changed other than by and with the approval of all of the Unit Owners. Declarant, its successors and assigns, and grantees, covenant and agree that the undivided interest in the Common Elements and the titles to the respective Units conveyed therewith, shall not be separated or separately conveyed, and each such Unit shall be deemed to be conveyed or encumbered with its

respective undivided interest in the Common Elements even though the description in the instrument of conveyance or encumbrance may refer only to the title of the Unit.

ARTICLE V USE AND OWNERSHIP

Section 1. The use of the General and Limited Common Elements shall be limited to the Unit Owners as specified and to their tenants and to their guests, invitees, and licensees. The General and Limited Common Elements may be used only for the purposes for which they are intended. The use of the General and Limited Common Elements shall be further governed by the By-Laws and the rules and regulations as adopted and amended from time to time by the Board of Directors.

Section 2. Each Unit of the Condominium Marina other than the Land Based Units referred to as L1, L2, L3, L4, L5, and G-1 designated on the Plat as recorded among the Land Records, shall be used only for Marina purposes; that is, the dockage and storage of boats, and/or marine oriented use under the MC Zoning and by the owner or owners thereof, their families, their guests, invitees, or the lessees of the owner, their families, guests or invitees, except the Board of Directors may approve the incidental use of a portion of any particular Unit for business purposes.

The Land Based Units shall not be so restricted in use. The owner thereof, successors, assigns, servants, agents, guests, invitees, customers, lessees and licensees thereof are hereby accorded the right to use those Units in any commercial manner, subject to the laws, rules and regulations of all governmental authorities having jurisdiction over the Units.

Section 3. Interest. Each Unit Owner shall, by virtue of his ownership of a Unit own:

(a) An undivided percentage interest in the Common Elements, which shall equal the fraction thereof which is set forth with respect to each Unit in a schedule which is attached hereto as Exhibit D & E, and

(b) A percentage interest in the common expenses and common profits of the entity which is referred to in this document, which shall equal the fractions thereof which are set forth with respect to his Unit in said Exhibit D & E.

(c) The percentage interest stated in Exhibit D & E shall have a permanent character and, except as permitted by the Act, and the provisions of this Declaration and the By-Laws, shall not be changed except by written consent of all the Unit Owners and their mortgagees. Each Unit shall have equal voting interest.

Section 4. Transient Dockage. The owner of Land Based Unit L2 shall be entitled to collect any and all income from any transient dockage of boats at the Marina provided, there is an appropriate space for said boat to dock. The owner of Unit L2 shall be solely responsible for any and all liability that may be incurred as a result of said transient dockage, and shall be solely responsible for the maintenance to the Units during said dockage. The owner of Unit L2 shall see that the Unit used by the transient boat shall not be damaged in any way, and if said damage does occur, that the owner of Unit L2 shall be solely responsible for the repair of said damage.

The owner of any Boat Slip Unit can prohibit transient use of the Unit by filing a statement with the Council of Unit Owners stating that they object to the use of

their Boat Slip for any transient boat dockage, while they are not docked there themselves.

Said right to collect transient dockage fees, and obligation to maintain the Units, may be transferred and assigned by the owner of Unit L2 only to another Unit Owner in the Condominium or may be transferred with the sale, devise, or transfer of said Unit.

Section 5. Lavatories. Lavatories for the use of the Boat Slip Unit Owners, their guests, invitees, lessees, assigns, and successors, are located within Unit L3. Any and all Unit Owners as set forth herein, shall have the right to use those facilities and shall have an easement over the properties of L3 for direct ingress and egress from the lavatory facilities. As set forth hereafter, the expenses for the maintenance of said lavatory facilities shall be an expense of the Boat Slip Unit Owners.

**ARTICLE VI
UNIT MAINTENANCE**

Section 1. Covered Boat Slips. The owners of the covered Boat Slips, as shown on Exhibit B, shall be solely responsible for the maintenance of the roof above said Boat Slips, the support to the roof, and any and all improvements necessary for the maintenance and repair of the covered Boat Slips. Said expense shall be divided equally by the nineteen Unit Owners of said covered Boat Slips.

Section 2. General Maintenance. The maintenance of Units shall be the responsibility of the Association; the expense of maintenance shall be part of the common expense.

Section 3. Boat Slip Unit Repairs - The repairs necessitated by damage to the Unit caused by the Unit Owner, his agents, guests or invitees, shall be the expense of the Unit Owner.

Section 4. Assessment. The making and collection of assessments against Unit Owners for expenses for repairs and maintenance shall be pursuant to the By-Laws and the attached Exhibit D & E setting forth the exact assessment per Unit.

Section 5. Land Based Units. Maintenance of each Land Based Unit shall be the sole responsibility of the respective Land Based Unit Owner.

Section 6. Boat Slip Units. Boat Slip Units not owned by Declarant, shall not be subdivided or combined without prior approval of a majority of Council of Unit Owners. Said combining or subdividing shall not affect the percentage interest as owned by the individual Units.

**ARTICLE VII
UTILITIES**

Section 1. Common Elements - All electrical lines and installation to each Pier, shall be General Common Elements; all electrical lines and installation to, but not beyond the panel boxes in the Land Based Unit, shall be General Common Elements. The electrical panel boxes in the Land Based Unit shall be the responsibility of the respective Owner of each such Unit.

Section 2. Heating and Air Conditioning. All installation for heating and air conditioning serving the Land Based Units shall be the sole responsibility of the Land Based Units. Heating and air conditioning Units and ducts serving the individual Unit are not Common

Elements; the exterior compressors for each Land Based Unit, located or enclosed on the roofs or in other common areas, shall also be the sole responsibility of each Land Based Units.

Section 3. Waterlines. All water lines and installation to the bulkhead, to the Piers, and to the outside of the Land Based Units, shall be considered Common Elements; however, any water lines and installation into the Land Based Unit walls, into the building, shall be the sole expense of the specific Unit Owner.

If the Piers are supplied by a common meter then the Association shall pay the expenses of that utility each month and shall apportion the bill between the respective Unit Owners for said Pier and bill them on a semi-annual basis. Said amount will be considered as a reimbursement to the Association for expenses. If the Unit Owner fails to pay the appropriate amount, then the same sanctions as set forth hereafter and in the By-Laws for failure to pay Condominium assessments shall apply.

Section 4. Sewer Lines - All sewer lines and drain lines to, but not beyond the outside walls of the Land Based Units shall be considered General Common Elements. All sewer lines and drain lines enclosed in the Land Based Units, or immediately below the Land Based Units, shall be considered a Limited Common Element for Land Based Units and shall be the sole responsibility of the Land Based Units for repair.

Section 5. Telephones - All other installation for central services such as telephones to but not beyond the point where they enter each Unit shall be considered a General Common Element.

Section 6. Gas Tanks - Any and all gas tanks used by Unit G-1 and which are stored on the ground or in the ground on the General Common Elements of the Condominium, shall be the sole responsibility of the owner of Unit G-1. Said owner shall make sure that any and all work completed on and repairs to said gas tanks or items used in connection with his operation of Unit G-1, shall in no way negatively effect the remainder of the Condominium property.

ARTICLE VIII EASEMENTS

Section 1. General. An easement for the benefit of the Council of Unit Owners is established over all Piers, parking areas, decks and Boat Slip Units, for repairs, maintenance, and management of the Condominium.

Section 2. Unit Easements. Each Unit and the Common Elements appurtenant thereto shall be subject to an easement in favor of the owners of the Units and to the Board of Directors of the Council of Unit Owners, its managing agent, or designees acting on behalf of the Council of Unit Owners, to and for the unobstructed and uninterrupted use, repair, maintenance or replacement of any and all pipes, ducts, conduits, cable and wire outlets, utility lines, Piers, docks, pilings, of any kind and any other Limited or General Common Elements located within or accessible only from any particular Unit.

Section 3. Ingress and Egress. Each of the sidewalks, paths, walks, lanes, driveways, paved areas, roadways, docks, Piers, bulkheads, grassed areas, and other General Common Elements, or Limited Common Elements with a use provided, shall be subject to an easement in favor of all the Unit Owners for reasonable and necessary pedestrian and vehicular ingress and egress to and from the improvements to and from public and private roadways and streets.

Section 4. Storage and Construction. There is hereby reserved unto the Declarant and its agents a nonexclusive easement over, across and through all of the General Common Elements and Limited Common Elements, for the purpose of access to and storage of building supplies and materials and equipment and, without any limitation, for any and all purposes reasonably related to the completion of the construction, repairs, rehabilitation and additional repair of the property.

Section 5. Right to Combine or Subdivide Units. NOTWITHSTANDING any other provisions of the Declaration and By-Laws, as long as a Declarant owns one or more Land Based Units in the Condominium, the Declarant shall have the right, without further authorization from the owners or Board of Directors, to combine or subdivide or add or otherwise realign Units held by the Declarant in order to facilitate their sale, and to reflect such changes in the affected Unit or Units in a duly recorded amendment to the Declaration. Any realignment, sales, divisions, or combinations shall not extend to any common area. Upon sale of all the Units this reservation shall be voided.

Section 6. Easements of Record. Property is subject to all covenants, conditions, easements, and restrictions now recorded or hereafter placed on record, along with any and all right or interest or restrictions of the United States Government or the State of Maryland to all waterways and riverbeds.

Section 7. Encroachments. To the extent that any Unit or Common Element encroaches upon any Unit or Common Element whether by reason of any deviation from the plats and plans attached hereto as Exhibit B, in the construction, repair, renovation, restoration of any improvements, including without limitation pilings and Piers as shown on Exhibit B, or by reason of any shifting or settling of any land or improvement, a valid easement for the encroachment shall exist.

ARTICLE IX ALTERATIONS AND IMPROVEMENTS

Section 1. Alterations. After the completion of the improvements expected to be completed by this Declarant, there shall be no alterations nor further improvements of the Boat Slip Units, constituted in the Common Elements or Limited Common Elements, without prior approval in writing by the owners of not less than 51% of the Common Elements except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any Unit Owners without their consent.

Section 2. Repairs. No Unit Owner shall unreasonably withhold approval for necessary repairs of Units. The Board of Directors may authorize specific repairs and maintenance to any General Common Element or Limited Common Element or a specific Piers or dock if the repair is merited.

Repairs or improvements or development to the Land Based Units are exempted from this provision, and shall be permitted at the desire of the Land Based Unit Owner so long as said alterations and improvement or repairs shall be consistent and in accordance with the laws and ordinances and codes of the County, State and Federal Governments.

Section 3. Dredging. Declarant has agreed to maintain dredging through April 1982 to an adequate depth in the Harbour area. Declarant is presently in possession of a permanent dredging permit and a permanent bulkhead repair permit, said licenses and

permits to be assigned to the Council of Unit Owners upon their request, upon action by the Council of Unit Owners. Declarant shall have the right to use said dredging permit through April of 1982 for completion of its dredging, which shall be completed at no cost to the Council of Unit Owners, or any individual owner.

Section 4. Alteration of Existing Units. The Declarant hereby reserves, until such time as he is no longer the owner of any Boat Slip Unit, or three years immediately following the date of the recordation of this Declaration among the Land Records of Anne Arundel County, whichever date comes first, the right to alter the Condominium by moving pilings and Piers, of Units that he would currently own, so as to get the maximum use from said Unit. Said actions can either expand or reduce the size of the Condominium, and shall be subject to the operation and effect of the Condominium regime. Except to the extent that the form and contents of any amendatory paragraph or Plat referred to in the foregoing provisions of this paragraph shall be dictated by applicable law, such form and contents shall be determined by the Declarant in the exercise of its sole discretion, and neither the effectiveness of any such expansion nor the effectiveness of the execution, delivery or recordation of any such amendatory instrument or Plat shall be conditioned upon their having been given any consent thereto, or their having occurred any joinder therein or execution thereof, by any person or entity other than the Declarant.

Section 5. Shifting. Declarant hereby reserves for himself and for the Council of Unit Owners, upon a 51% affirmative vote by them, the right to amend the Declaration to adjust for any shifting in the docks, Piers or pilings as a result of water movement, natural phenomena, or other causation.

ARTICLE X **ADMINISTRATION**

Section 1. Administration of Condominium - In accordance with the provisions of the By-Laws, a Council of Unit Owners shall be formed comprised of all the Unit Owners. As provided in the By-Laws, a Council of Unit Owners shall elect a Board of Directors. The affairs of West River Yacht Harbour Marina Condominiums shall be governed in a manner set forth in the By-Laws. The Declarant, or the Board of Directors of the Council of Unit Owners, may decide to incorporate the Association at any time. Each Unit shall be designated one (1) vote which shall be equivalent to their percentage interest in the Common Elements of the Condominium as set forth in Exhibits D and E.

It is understood that in the event that assessments are not paid that the Board of Directors may place a lien upon the appropriate Unit for, and collection of said amount, shall charge the appropriate attorney's fees and Court costs to the Unit Owner.

The By-Laws of the Association shall be the By-Laws of the Condominium, a copy of which is attached hereto and incorporated herein as Exhibit C.

ARTICLE XI **AMENDMENT OF DECLARATION**

EXCEPT as may otherwise be provided by the Horizontal Property Act, this Declaration, the By-Laws and the aforementioned Plat may be amended in the following manner:

(a) An amendment or amendments of the Declaration, the By-Laws, or the aforementioned Plat, may be proposed by the Board of Directors acting upon a vote of

a majority of the Directors, or by the Unit Owners owning a majority of votes of the Condominium Unit in the Condominium (computed in accordance with the percentage interest factors herein before set forth), with a meeting as the Council of Unit Owners or by instrument in writing signed by them. Upon any amendment or amendments being proposed by said Board of Directors of Unit Owner, such proposed amendment or amendments shall be transmitted to the President of the Condominium, or other officer of the Condominium, in the absence of the President, who shall thereupon call a special meeting of the Council of Unit Owners for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each Unit Owner written or printed notice of such special meeting, stating the time and place thereof and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the Unit Owner at his post office address as it appears in the books of the Condominium, the postage thereupon prepaid. Any Unit Owner may, by written waiver of notice, signed by such Unit Owner, waive such notice and such waiver, when filed in the records of the meeting, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the proposed amendment or amendments to the Declaration or Plat must be approved by an affirmative vote of all the Unit Owners and mortgagees and any amendment or amendments to the By-Laws by seventy-five (75%) percent affirmative vote (computed in accordance with the voting factors here and before set forth) of the Unit Owners in order for such amendment or amendments to become effective. Thereupon such amendment or amendments shall be transcribed and certified by the President and Secretary for the Condominium and having been duly adopted and, the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the Land Records of Anne Arundel County, Maryland; such amendment or amendments to specifically refer to the recording data identifying this Declaration. Thereafter, a copy of said amendment or amendments in the form which the same were placed of record by the officers of the Condominium shall be delivered to all of the Unit Owners and mailed to the mortgagees listed in the registry required to be maintained by the By-Laws, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Unit Owner shall be recognized if such Unit Owner is not in attendance at such meeting or representative thereat by Proxy, provided such written notice is delivered to the Secretary of the Condominium at or prior to such meeting.

(b) The number of votes at a meeting of the Council of Unit Owners shall be computed in accordance with the percentage interest factor of the percentage interest in Common Elements that the Unit bears to all of the Units in the Condominium regime.

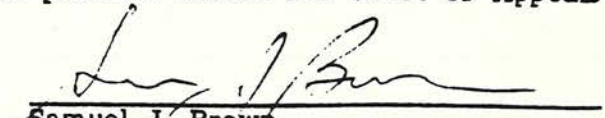
ARTICLE XII

CONSTRUCTION AND ENFORCEMENT

Section 1. "Invalidity" - The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provisions had never been included herein.

*Amended
to 66-139D
(SEE Amendment)*

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.



Samuel J. Brown

3490/153

3490-153

AMENDMENT NUMBER ONE TO AMENDED AND RESTATED
DECLARATION
OF
WEST RIVER YACHT HARBOUR
A CONDOMINIUM MARINA

THIS AMENDMENT made this 3rd day of May, 1982 by West River Yacht Harbour Associates, a Maryland General Partnership, hereinafter referred to as "Declarant".
WHEREAS, Article VIII, Section 5 of the AMENDED AND RESTATED DECLARATION OF A CONDOMINIUM REGIME KNOWN AS WEST RIVER YACHT HARBOUR, A CONDOMINIUM MARINA, as recorded among the Land Records of Anne Arundel County at Liber 3423, folio 389 states;

"Notwithstanding any other provisions of the Declaration and By-Laws, as long as the Declarant owns one or more Land Based Units in the Condominium, the Declarant shall have the right, without further authorization from the owners or Board of Directors, to combine or subdivide or add or otherwise realign Units held by the Declarant in order to facilitate their sale, and to reflect such changes in the affected Unit or Units in a duly recorded amendment to the Declaration. Any realignment, sales, divisions, or combinations, shall not extend to any common area. Upon sale of all the Units the reservation shall be voided."; and

WHEREAS, Article IX, Alterations and Improvements, Section 4 of the Amended Restated Declaration, as set forth above, states;

"The Declarant hereby reserves until such time as he is no longer the owner of any Boat Slip Unit, or three years immediately following the date of the recordation of this Declaration among the Land Records of Anne Arundel County, whichever date comes first, the right to alter the condominium by moving pilings and Piers, of Units that he would currently own, so as to get the maximum use from said Unit. Said actions can either expand or reduce the size of the Condominium, and shall be subject to the operation and effect of the Condominium Regime."

WHEREAS, as of the time of the filing of this Declaration the Declarant is the owner of all the Land Based Units, and all those Boat Slip Units which are affected by this Amendment.

WHEREAS, in order to make certain slips more saleable, without decreasing or increasing the number of slips in the Condominium, and without affecting the percentage interest of the common elements, the Declarant has realigned certain pilings within the Condominium to increase the value of the Condominium as a whole to facilitate the sale of the condominium units.

WHEREFORE, in consideration of the Declarant's rights under the Amended and Restated Declaration and the By-Laws of said Declaration, the Declarant amends the Amended and Restated Declaration of West River Yacht Harbour, a Condominium Marina as follows:

Attached hereto as Amended Exhibit B is the reproduction of sheets 2 through 5 of Condominium Plats referred to Article I, Section 1(v)2 of the Amended and Restated Declaration. Said reproductions are incorporated herein and substituted for the Plats referred to, by the same numbers, in Article 1.

W. GARRETT LARRIMORE
CLERK

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In addition, Article I, Section 1(v)2 of the Amended and Restated Declaration is amended to read as follows:

"Amended Exhibit B - Set of drawings containing five (5) sheets prepared by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Surveyors dated May 3 1982, sheet one of five titled Amended Minor Subdivision Plat, West River Yacht Harbour, June 1981, as reduced to 45% of the original size as recorded among the Plat Records of Anne Arundel County; and sheets 2 through 5 of 5 titled West River Yacht Harbour, reduced to 29% of the original size of Plats which are in the possession of the Council of Unit Owners, and shall be available for any Unit Owner to examine upon their request. Exhibit B is sometimes referred to as the "Condominium Plat". Sheets 2 of 5, 3 of 5, and 5 of 5 have been redrafted to show the changes made by the Declarant. Sheet 2 of 5 specifically shows elevations which were omitted from the original sheet 2 of 5. The reductions are the same as were set forth in AMENDED AND RESTATED DECLARATION."

Sheet 1 of 5 as described in Amended Exhibit B has not been altered and Sheet 1 of 5 as recorded with the Amended and Restated Declaration is the correct and accurate Sheet 1 of 5.

The above amendment, having been read, offered, and seconded and unanimously adopted, it is agreed that said amendment will be recorded among the Land Records of Anne Arundel County, as is required by the Amended and Restated Declaration, and that David W. Shineman, General Partner of West River Yacht Harbour Associates, shall sign on behalf of the Declarant.

A copy of this document has been signed in counterparts by all partners of West River Yacht Harbour Associates, the owners of the Land Based Units and the owners of the Boat Slip Units which are the subject of this Amendment, and the Declarant hereby certifies that it has not altered any Boat Slip which it does not own or which it has no right to alter, and that it is not in violation of any requirements of the Amended and Restated Declaration or By-Laws.

West River Yacht Harbour Associates

David W. Shineman
By: David W. Shineman, General Partner

I HEREBY CERTIFY that on this 3rd day of MAY, 1982, before me, the subscriber, a Notary Public in and for the State of Maryland, County of Anne Arundel, personally appeared David W. Shineman who had authority to act on behalf of West River Yacht Harbour Associates and who is known to me or satisfactorily proven to be the person whose name is subscribed in the within instrument, executed the foregoing instrument for the purposes therein contained.

Given unto my hand and official seal this 5th day of MAY, 1982.

David J. [Signature]
Notary Public

My Commission Expires: July 1, 1982

AMENDMENT NUMBER TWO TO THE DECLARATION AND BY-LAWS OF WEST RIVER YACHT HARBOUR A CONDOMINIUM MARINA

Whereas the Condominium Association, and all its Unit owners, hereby agree, by unanimous consent, to amend Article XI, Section (a) of the Declaration from the present language which reads ... "any amendment or amendments to the By-Laws by seventy-five (75 %) percent affirmative vote (computed in accordance with the voting factors here and before set forth) of the Unit Owners in order for such amendment or amendments to become effective. ", to read

... "any amendment or amendments to the By-Laws by sixty-six and two-thirds percent (66 2/3 %) affirmative vote, computed in accordance with the voting factors here and before set forth, of the Unit Owners in order for such amendment to become effective."

Accordingly, Article XIV, Section 1B of the By-Laws which reads "All amendments must be approved by the entire membership of the Association and all mortgages." is changed to read "All amendments must be approved by sixty-six and two-thirds percent of the Association."

In addition, Article XVI, Section 5 of the By-Laws which reads... "these By-Laws may be modified or amended by the vote of seventy-five percent (75%) in voting interest of all unit owners at a meeting of the Association duly held for such purpose." to read

... these By-Laws may be modified or amended by the vote of sixty-six and two-thirds percent (66 2/3 %) in voting interest of all Unit Owners at a meeting of the Association duly held for such purpose."

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It is agreed that the above amendments, having been read, offered, seconded and unanimously voted, will be recorded among the Land Records of Anne Arundel County, as is required by the By-Laws and that M. Catherine Miller shall sign on behalf of the Association. Authority has been granted to allow only one (1) original, as signed by M. Catherine Miller, to be recorded among the Land Records of Anne Arundel County.

MAR 26 86

Council of Unit Owners of West River Yacht Harbour Marina Condominium

M. Catherine Miller
By: M. Catherine Miller, President

DISTRICT OF COLUMBIA:

I HEREBY CERTIFY that on this 21ST day of March 1986, before me the subscriber a Notary Public in and for the above jurisdiction, personally appeared M. Catherine Miller who had authority to act on behalf of the Council of Unit Owners, and who is known to me or satisfactorily proven to be the person whose name is subscribed in the within instrument, executed the foregoing instrument for the purposes therein contained.

GIVEN UNTO my hand and official seal this 21ST day of March, 1986.

[Signature]
Notary Public

My Commission Expires:

4/14/87

Mail to

R. Knox

1986 MAR 26 PM 3:02

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(old)
this was
amended -
see next page

AMENDMENT NUMBER THREE TO AMENDED
AND RESTATED DECLARATION OF
WEST RIVER YACHT HARBOUR
A CONDOMINIUM MARINA

THIS AMENDMENT is made this 12th day of January,
1990 by West River Sales, Inc., a Maryland Corporation, herein-
after referred to as "Declarant", pursuant to an Order of the
United States Bankruptcy Court for the District of Maryland as
set forth below.

WHEREAS, West River Yacht Harbour Associates, a
Maryland General Partnership, filed a voluntary petition for
relief under Chapter 11 of the Bankruptcy Code on October 2, 1984
in the United States Bankruptcy Court for the District of
Maryland, Case Number 84-B-1492, an Order converting said Chapter
11 proceeding to a Chapter 7 proceeding having been entered by
the Court on August 26, 1986;

WHEREAS, the alignment, configuration, and physical
layout of the boat slip units has been changed without the
Declaration of Condominium Regime having been amended and
further, four (4) boat slips have been eliminated as a result
of the aforesaid reconfiguration.

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V. E. SCHAFFER
AA CO. CIRCUIT COURT

WHEREAS, it having been deemed desirable and necessary
to further amend the Amendment Number One to Amended and Restated
Declaration of West River Yacht Harbour, a Condominium Marina,
which Amendment is recorded among the Land Records of Anne
Arundel County at Liber 3490, folio 153, pursuant to the
Application For Authority to Amend and Restate Declaration of
Condominium Regime and Order Authorizing Amendment and

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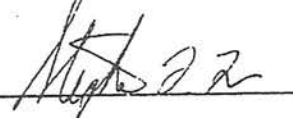
Restatement of Declaration of Condominium Regime entered by the aforesaid United States Bankruptcy Court on June 27, 1988, a copy of the aforesaid Application and Order being attached as Exhibits A and B respectively.

Attached hereto as Exhibit C is a Plat prepared by McCrone, Inc. (engineers, planners, and surveyors) and dated August 1989. All of the marina boat slips on docks B and C were originally perpendicular to the dock. As set forth above, certain of the slips were changed from being perpendicular to the dock to being angular so that said slips would be functional. As a result of the realignment of slips from perpendicular to angular, four (4) slips were eliminated and no longer exist, those being slips B-2, B-12, C-9 and C-13.

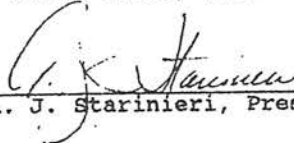
Attached hereto as Exhibits D and E are the amended and restated percentage interests for each unit. The amendment and restatement of interests is necessitated by the elimination of units B-2, B-12, C-9 and C-13.

The Declaration hereby certifies that this Amendment Number Two to Amended and Restated Declaration does not alter any boat slip which it does not have a right to alter and that said Amendment Number Two is pursuant to the above-referenced Order of Court.

WITNESS:



WEST RIVER SALES, INC.

By: 
A. J. Starinieri, President

5092/453

5092/453

AMENDMENT TO AMENDMENT NUMBER THREE
TO AMENDED AND RESTATED DECLARATION
OF WEST RIVER YACHT HARBOUR
A CONDOMINIUM MARINA

THIS AMENDMENT is made this 14th day of May, 1990 by West River Sales, Inc., a Maryland Corporation, and Crossland Savings FSB, a federally chartered savings bank, hereinafter referred to jointly as "Declarant", pursuant to an Order of the United States Bankruptcy Court for the District of Maryland as set forth below.

WHEREAS, West River Yacht Harbour Associates, a Maryland General Partnership, filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on October 2, 1984 in the United States Bankruptcy Court for the District of Maryland, Case Number 84-B-1492, an Order converting said Chapter 11 proceeding to a Chapter 7 proceeding having been entered by the Court on August 26, 1986;

WHEREAS, the alinement, configuration, and physical layout of the boat slip units has been changed without the Declaration of Condominium Regime having been amended and further, four (4) boat slips have been eliminated as a result of the aforesaid reconfiguration

WHEREAS, it having been deemed desirable and necessary to further amend the Amendment Number One to Amended and Restated Declaration of West River Yacht Harbour, a Condominium Marina, which Amendment is recorded among the Land Records of Anne Arundel County at Liber 3490, folio 153, pursuant to the Application For Authority to Amend and Restate Declaration of

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AN CO. CIRCUIT COURT

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Condominium Regime and Order Authorizing Amendment and Restatement of Declaration of Condominium Regime entered by the United States Bankruptcy Court on June 27, 1988, a copy of the aforesaid Application and Order being attached hereto as Exhibits A and B respectively.

WHEREAS, an Amendment Number Three to Amended and Restated Declaration of West River Yacht Harbour A Condominium Marina dated January 12, 1990 was recorded among the Land Records of Anne Arundel County at Liber 5008, folio 37, which Amendment did not include a plat, which had been approved by and filed with the Department of Planning and Zoning of Anne Arundel County, it being the purpose of this Amendment to Amendment Number Three to include a copy of said plat with this Amendment to Amendment Number Three.

Attached hereto as Exhibit C is a copy of a plat which was prepared by McCrone, Inc. (engineers, planners, and surveyors) and dated February 14, 1990, which plat has been approved by the Anne Arundel County Health Department and the Anne Arundel County Office of Planning and Zoning and filed among the plat book records of Anne Arundel County in Plat Book 127, Page 117. All of the marina boat slips on docks B and C were originally perpendicular to the dock. As set forth above, certain of the slips were changed from being perpendicular to the dock to being angular so that said slips would be functional. As a result of the realignment of slips from perpendicular to angular, four (4) slips were eliminated and no longer exist, those being slips B-2, B-12, C-9 and C-13.

5092 455

Attached hereto as Exhibits D and E are the amended and restated percentage interests for each unit. The amendment and restatement of interests is necessitated by the elimination of units B-2, B-12, C-9 and C-13.

The Declarant hereby certifies that this Amendment to Amendment Number Three to Amended and Restated Declaration does not alter any boat slip which it does not have a right to alter and that said Amendment Number Three is pursuant to the above-referenced Order of Court.

WITNESS:
[Signature]

WEST RIVER SALES, INC.

By: [Signature]
A. J. Starinieri, President

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of May, 1990, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared A. J. Starinieri, the President of West River Sales, Inc., known to me or satisfactorily proven, to be the person whose name is subscribed in the within instrument, and he acknowledged that he executed the foregoing instrument for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.

Commission Expires:
July 1, 1990

Patricia A. Carbaugh
Notary Public



EGG 5092 123 456

WITNESS:

CROSSLAND SAVINGS, FSB

Stephen P. J. J.

By: *A. J. Starinieri*
A. J. Starinieri
Senior Vice-President

STATE OF MARYLAND)
COUNTY OF BALTIMORE) to wit:

I HEREBY CERTIFY that on this 15th day of May, 1990,
before me, the subscriber, a Notary Public in and for the State
aforesaid, personally appeared A. J. Starinieri, the Senior
Vice-President of Crossland Savings, FSB, known to me or
satisfactorily proven, to be the person whose name is subscribed
in the within instrument, who acknowledged that he executed the
foregoing instrument for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.

Patricia A. Carbaugh
Notary Public

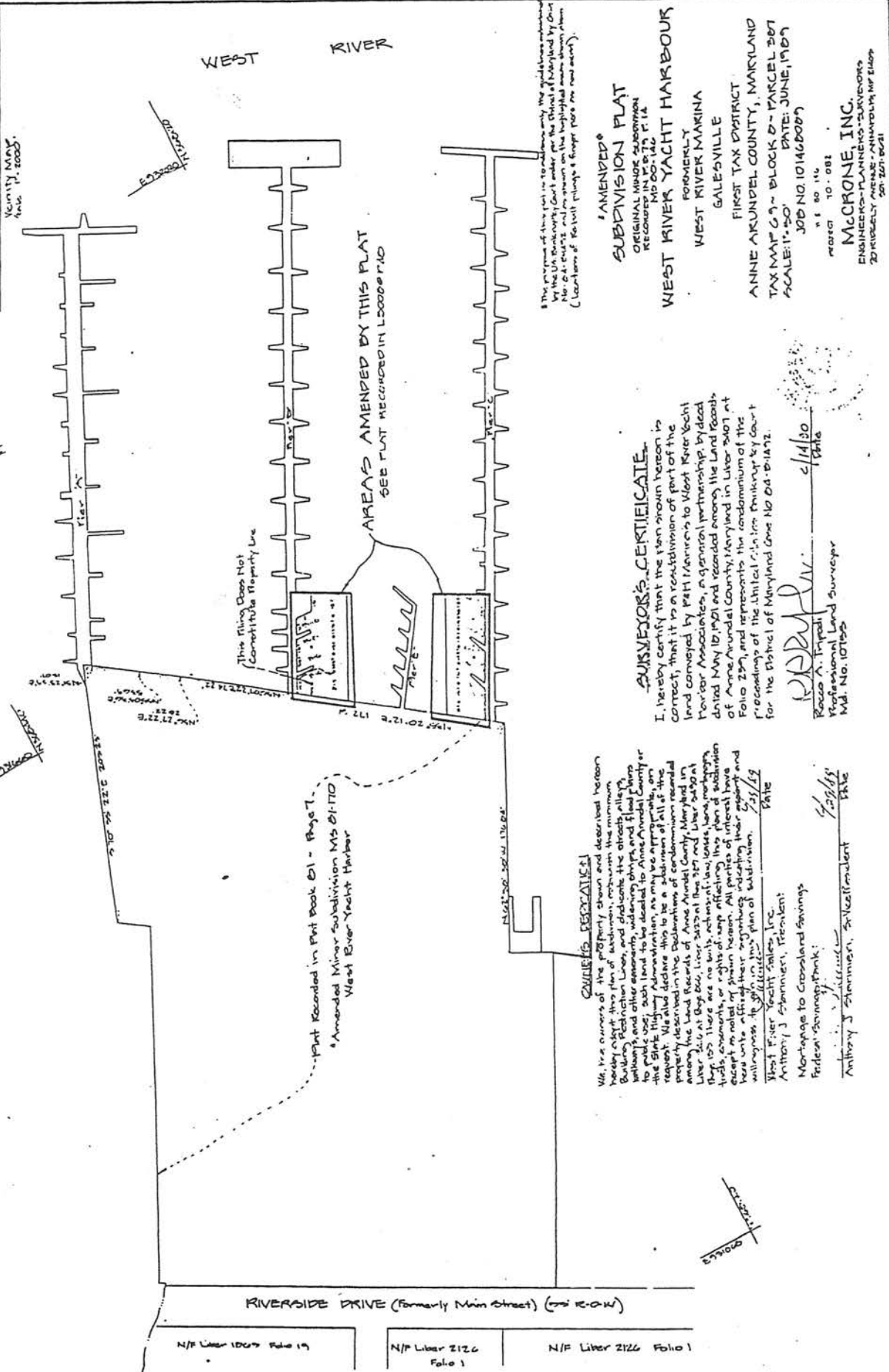
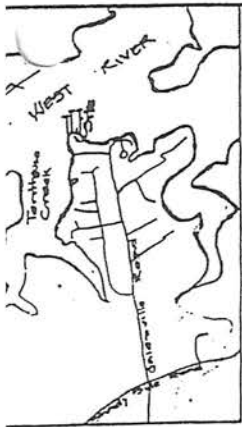
My Commission Expires:

July 1, 1990



EXHIBIT C

This is the Amended Plat.



AMENDED
SUBDIVISION PLAT
ORIGINAL MAPS SUBMITTED
RECORDED IN P. 11, P. 14
NO. 00-142

FORMERLY
WEST RIVER MARINA
GALESVILLE
FIRST TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND
TAX MAP G-2 BLOCK D-PARCEL 307
SCALE: 1" = 50' DATE: JUNE, 1979
JOB NO. 10160007
AS 80 116
MEASD 10-081
McCRONE INC.
ENGINEERS, PLANNERS, SURVEYORS
20100 BUCKLEHEAD AVENUE, ANNAPOLIS, MD 21403
TEL: 410-261-8621

SURVEYOR'S CERTIFICATE
I, hereby certify that the plan shown hereon is correct, that it is a restatement of part of the land conveyed by P. 11, P. 14 to West River Yacht Harbour Associates, a general partnership, by deed dated May 12, 1971 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2007 at Folio 299, and represents the condominium of the Proceedings of the United States District Court for the District of Maryland Case No. 04-014747.

Rocco A. Tripodi
Rocco A. Tripodi
Professional Land Surveyor
MD. NO. 10795
6/14/80
1816

CLAIMANTS' RESERVATIONS
We the owners of the property shown and described hereon hereby grant the plan of subdivision, containing the minimum Building Restriction Laws, and dedicate the streets, alleys, walkways, and other easements, widening strips, and flood plain to public use; such land to be deeded to Anne Arundel County or the State Highway Administration, as may be appropriate, on request. We also declare this to be a subdivision of all of the property described in the subdivisions of certain parcels in Liber 211 at 89, 90, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

West River Yacht Sales, Inc.
Anthony J. Stammers, President
Mortgage to Crossland Savings
Federal Savings Bank
Anthony J. Stammers, Sales Consultant

6870
CME
Planning & Zoning
6/11/79
County Health Officer
1416

N/F Liber 1009 Folio 19
N/F Liber 2126 Folio 1
N/F Liber 2126 Folio 1

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

IN RE:

WEST RIVER YACHT HARBOUR
ASSOCIATES

Debtor

*

*

*

*

Case No.: 84-B-1492

* * * * *

APPLICATION FOR AUTHORITY TO AMEND
AND RESTATE DECLARATION OF CONDOMINIUM REGIME

CrossLand Savings FSB, by counsel, respectfully
represents unto this Honorable Court:

1. These proceedings were commenced by the filing of
a voluntary petition for relief under Chapter 11 of the
Bankruptcy Code on October 24, 1984. Pursuant to an Order of
this Court dated August 26, 1986, the Chapter 11 proceedings
were converted to a Chapter 7 proceeding and E. Stephen Derby
was appointed as Chapter 7 trustee.

2. West River Yacht Harbour Marina is a marina
located in Galesville, Maryland owned by the Debtor and
consisting of approximately 180 boat slips, a parking lot, a
swimming pool, and various buildings used in conjunction with
the marina.

3. On June 1, 1981, West River Yacht Harbour
Associates, as Declarant, executed a Declaration Establishing a

Condominium Regime to be Known as West River Yacht Harbour, a Condominium Marina, which was recorded among the Land Records of Anne Arundel County on June 19, 1981 at Liber 3416, Folio 866. The purpose and effect of the aforesaid Declaration was to establish the marina known as West River Yacht Harbour as a condominium marina so that the marina slips could be sold by the Débtor, rather than just being rented.

4. Thereafter, on June 30, 1981 West River Yacht Harbour Associates as the Declarant executed and caused to be filed an Amended and Restated Declaration of a Condominium Regime Known as West River Yacht Harbour, a Condominium Marina, which was recorded among the Land Records of Anne Arundel County on July 13, 1981 at Liber 3423, Folio 389.

5. Thereafter, on May 3, 1982, West River Yacht Harbour Associates, as the Declarant, executed and caused to be filed an Amendment Number 1 to Amended and Restated Declaration of West River Yacht Harbour a Condominium Marina, which was recorded among the Land Records of Anne Arundel County on May 14, 1982 at Liber 3490, Folio 153.

6. Pursuant to Promissory Notes totalling \$1,900,000.00 and a Deed of Trust, all of which were dated May 18, 1981, West River Yacht Harbour Associates granted a lien and security interest in the condominium marina boat slips to Mount Vernon Savings and Loan, now known as Crossland Savings FSB ("Crossland"), the Deed of Trust having been recorded among

the Land Records of Anne Arundel County on May 18, 1981 at Liber 3407, Folio 261. The Debtor proceeded to sell condominium marina slips and CrossLand issued partial releases on individual slips when release payments were made. At the time the Chapter 11 proceedings were commenced, CrossLand still had a lien on approximately 45 boat slips on which it had not been paid off.

7. During the course of these proceedings the Debtor was able to negotiate sales contracts for several marina boat slips and as the slips were sold, the Debtor delivered a Deed to the contract purchaser and CrossLand issued a release upon receipt of the net proceeds of sale. Additionally, CrossLand has filed Motions for Relief From Stay during the Chapter 11 proceedings and has conducted public auction foreclosure sales on certain of the slips.

8. All of the boat slips on which CrossLand had its lien except for B-2, B-12, C-9, C-13, and C-48 have at this time either been sold by the Debtor or sold by CrossLand at public auction foreclosure sale. The Debtor still maintains title to the previously mentioned five slips, subject to the Deed of Trust of CrossLand.

9. Apparently, prior to the commencement of these proceedings, the Debtor moved pilings which constitute the basic boundaries of boat slips on certain slips close to the dock. Whereas previously all slips had been perpendicular to

the piers, the Debtor angled certain slips, by moving the pilings, to make ingress and egress easier for the boats which occupied those slips. Not only did the Debtor's actions affect the boundaries of certain slips, it also resulted in elimination of slips where the angled slips adjoined the perpendicular slips. As a result of the Debtor's actions, slips B-12, C-9 and C-13 ceased to physically exist. The Debtor's actions in moving the pilings and changing perpendicular slips to angled slips did result in making slips B-4, B-6, B-8, B-10, C-1, C-3, C-5, C-7, C-11 and C-15 usable, navigable and saleable. However, the Debtor never filed amendment to its condominium documents and plat to reflect the moving of the pilings and the resulting change in the configuration of the slips and marina.

10. CrossLand conducted a public auction foreclosure sale on several unsold slips (the balance of its loan still being in excess of \$200,000.00), including the aforementioned slips which had been changed from being perpendicular to being angled by the Debtor. As the Debtor never amended the condominium declaration or plat, CrossLand found it necessary to buy in the subject slips at the foreclosure sale and undertake the effort to correct the problem affecting the marina. Crossland has not taken title to these slips and cannot until such time as the foresaid title problem is resolved.

11. Section 4 of Article 9 of the June 30, 1981

Amendment to the Condominium Declaration states:

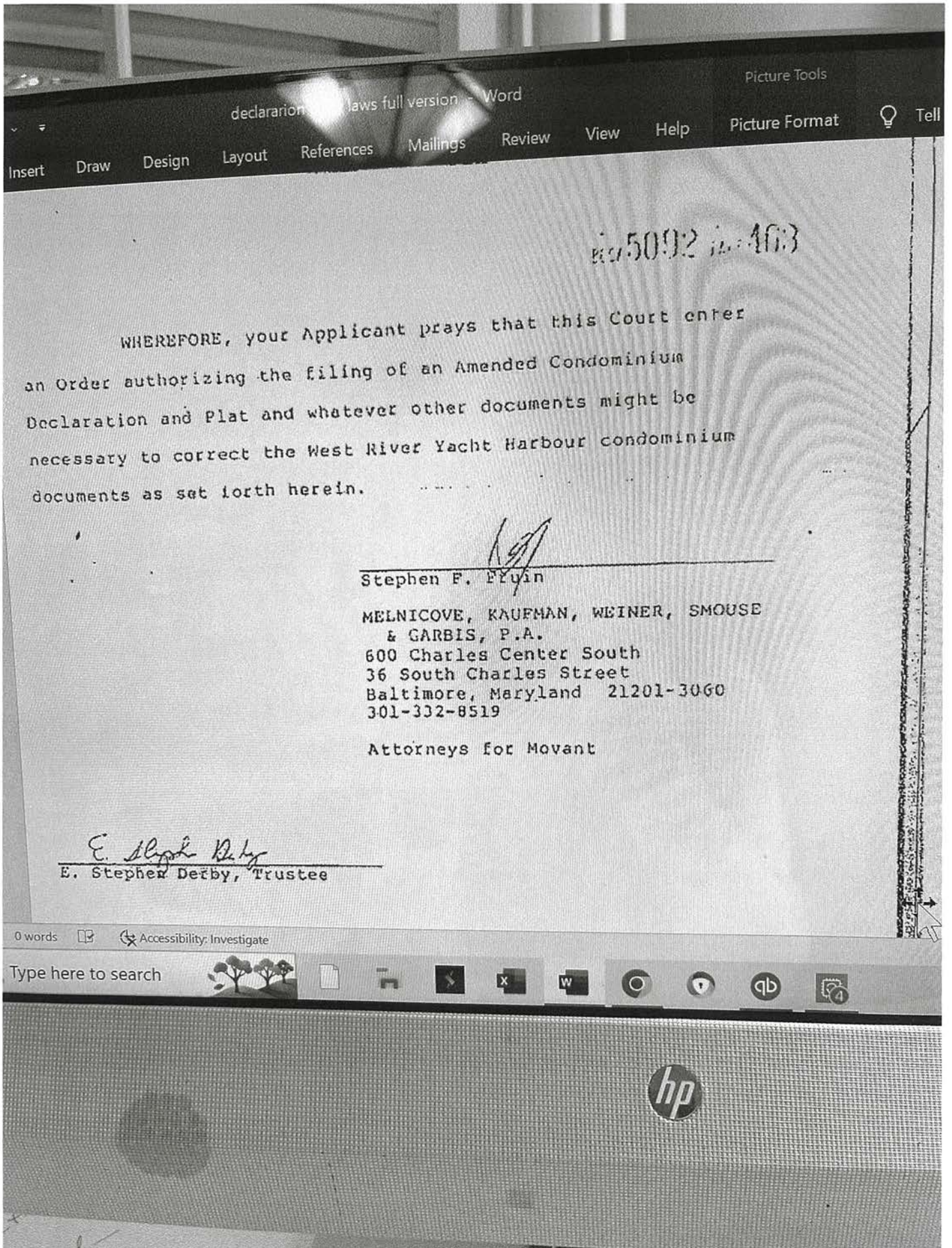
"Alteration Of Existing Units. The Declarant hereby reserves, until such time as he is no longer the owner of any boat slip unit, or three years immediately following the date of the recordation of this Declaration among the Land Records of Anne Arundel County, whichever date comes first, the right to alter the condominium by moving pilings and piers, of units that he would currently own, so as to get the maximum use from said unit. Said actions can either expand or reduce the size of the condominium and shall be subject to the operation in effect of the Condominium Regime. Except to the extent that the form and contents of any amendatory paragraph of plat referred to in the foregoing provisions shall be dictated by applicable law, such form and contents shall be determined by the Declarant in the exercise of its sole discretion, and neither the effectiveness of any such expansion nor the effectiveness of the execution, delivery of recordation of any such amendatory instrument or plat shall be conditioned their having been any consent thereto or there having occurred any enjoinder therein or execution thereof, by any person or entity other than the Declarant."

12. The May 3, 1982 Amendment referenced above was prepared and filed so that the Debtor could physically alter certain boat slips. However, at all times the Debtor failed to take any actions to correct the Declaration and Plat to reflect the angled slips.

13. Although no action was taken by the Debtor within the three-year time period set forth in the June 1, 1981 Amendment, at the time these proceedings were filed, the Debtor was still the owner of approximately 45 slips and at this time the Debtor's estate is still the owner of at least two slips.

14. Unless the necessary steps are taken to amend the marina's Declaration and Plat, the marina will be left with a substantial number of unsaleable slips. If the pilings affecting the angled slips set forth above were to be returned to their original position and the slips restored to being perpendicular, the marina would still be left with a substantial number of unusable, unnavigable, unsaleable slips. If CrossLand is not able to dispose of its collateral, its only option will be to abandon the slips with the result being that the condominium marina will be left with approximately ten unsaleable slips. The logical and practical result of having non-saleable slips would be that the condominium fees and real estate taxes would be increased to reflect a smaller number of unit owners.

15. CrossLand is willing to undertake the legal and engineering expense to have an Amended Declaration and Plat prepared and filed. The only practical and realistic manner in which this can be accomplished is if this Court enters an Order authorizing the filing of an Amended Declaration and Plat, which this Court has the equitable power to do pursuant to the Bankruptcy Code and Rules. The only possible alternative to this Court entering such an Order is to have a proposed amendment to the Declaration approved by each of the approximately 155 slip owners and their mortgagees, if any. Such an undertaking is not realistic.



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5092 463

WHEREFORE, your Applicant prays that this Court enter an Order authorizing the filing of an Amended Condominium Declaration and Plat and whatever other documents might be necessary to correct the West River Yacht Harbour condominium documents as set forth herein.

[Signature]

Stephen F. Flynn

MELNICOVE, KAUFMAN, WEINER, SMOUSE
& GARBIS, P.A.
600 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201-3060
301-332-8519

Attorneys for Movant

[Signature]

E. Stephen Derby, Trustee

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EXHIBIT B

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

IN RE: *
WEST RIVER YACHT HARBOUR * Case No. 84-B-1492
ASSOCIATES *
Debtor *

* * * * *


ORDER AUTHORIZING AMENDMENT AND
RESTATEMENT OF DECLARATION OF CONDOMINIUM REGIME

Upon the Application For Authority to Amend and Restate Declaration of Condominium Regime, the Court having entered an Order on June 3, 1987 directing interested parties to show cause why the relief requested should not be granted, and West River Yacht Harbour, a Condominium Marina, having filed an objection to the aforesaid Application, the Court having held a hearing on June 15, 1988 on the Application and Objection and the Court having been satisfied that the relief requested should be granted, it is therefore this 27th day of June, 1988, by the United States Bankruptcy Court for the District of Maryland

ORDERED that the Application for Authority to Amend and Restate Declaration of Condominium Regime, be and it hereby is granted an approved, and the Clerk of the Circuit Court for Anne Arundel County be and he hereby is directed to accept for filing and recordation an amended and restated Declaration of Condominium Regime and it is further

W OFFICES OF
ICOVE, KAUFMAN,
EINER, SMOUSE
GARBIS, P.A.
CHARLES STREET
BALTIMORE, MD
21201-3040

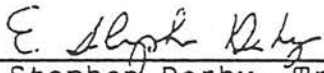
WHEREFORE, your Applicant prays that this Court enter an Order authorizing the filing of an Amended Condominium Declaration and Plat and whatever other documents might be necessary to correct the West River Yacht Harbour condominium documents as set forth herein.



Stephen F. Fruin

MELNICOVE, KAUFMAN, WEINER, SMOUSE
& GARBIS, P.A.
600 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201-3060
301-332-8519

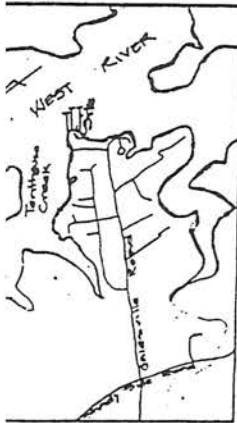
Attorneys for Movant



E. Stephen Derby, Trustee

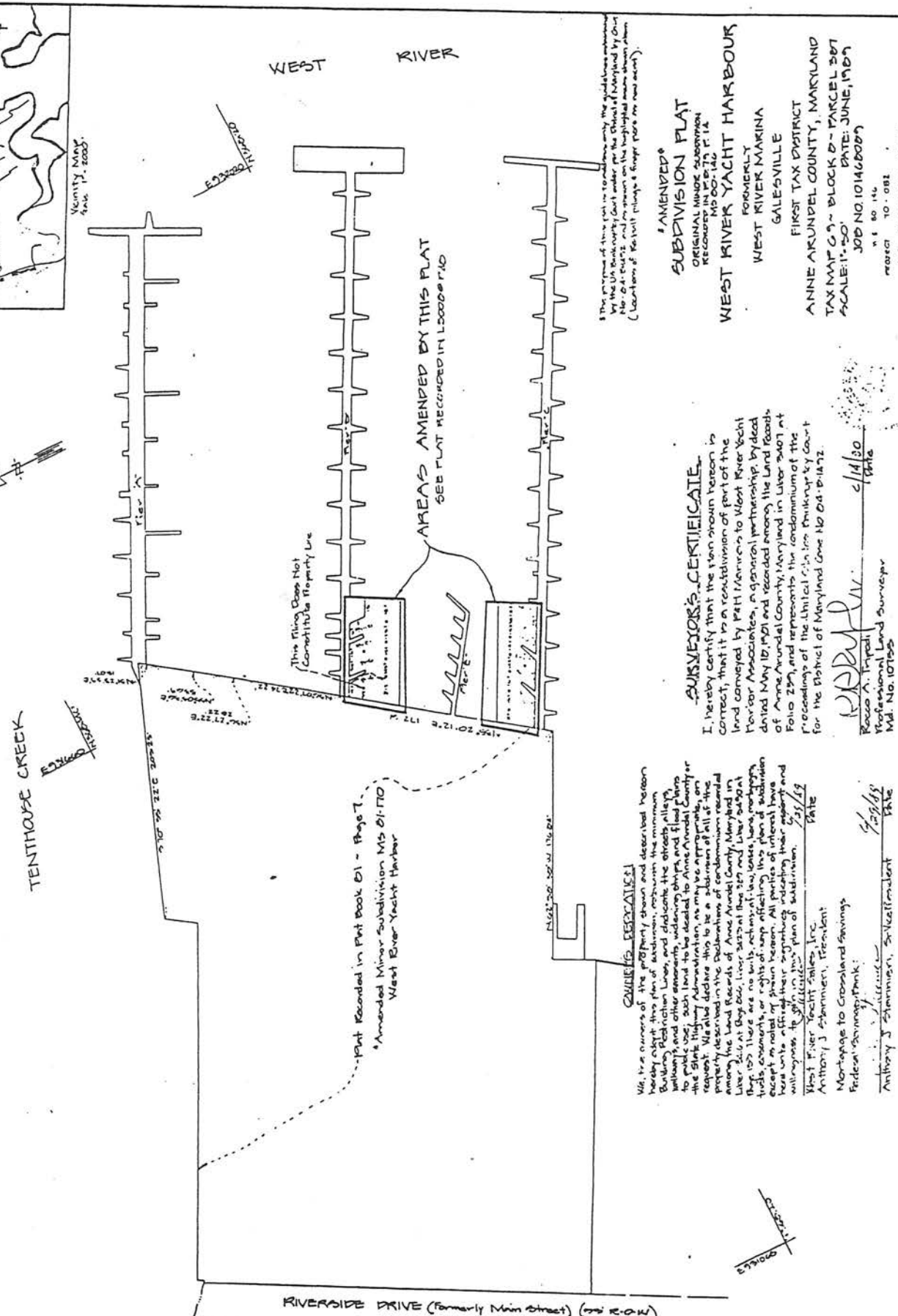
1753k/1

3/28/50
 Planning & Zoning Officer this
 M.C. [Signature]
 County Health Officer
 1952



This is
 the
 Amended
 PLAT

EXHIBIT C



TENTHOUSE CREEK
 E 31° 16' 00\"/>

WEST RIVER

RIVERSIDE DRIVE (Formerly Main Street) (MS R.O.W.)

N/P Liber 1009 Folio 19
 N/P Liber 2126 Folio 1
 N/P Liber 2126 Folio 1

This Ring Does Not
 Constitute Property Line

AREAS AMENDED BY THIS PLAT
 SEE PLAT RECORDED IN L 20000 P. 10

Plat Recorded in Plat Book 01 - Page 7.
 Amended Minor Subdivision MS 01-110
 West River Yacht Harbor

CARRIER'S RECEIPT

We the owners of the property shown and described herein hereby accept the plan of subdivision, authorize the minimum Building Restriction Lines, and dedicate the streets, alleys, walkways, and other easements, widening strips, and flood ways to public use; such land to be deeded to Anne Arundel County or the State Highway Administration, as may be appropriate, on request. We also declare this to be a subdivision of all of the property described in the Declaration of Condominium recorded among the Land Records of Anne Arundel County, Maryland in Liber 2126 at Folio 02, Liber 2125 at Folio 27 and Liber 2129 at Folio 129. There are no units, easements, and other interests, rights, or claims affecting the plan of subdivision herein, except those which have been previously recorded and have been written effect in their respective recording their report and willingness to sign in this plan of subdivision. 2/21/59
 West River Yacht Sales, Inc. Date
 Anthony J. Stammers, President
 Mortgage to Crossland Savings
 Federal Savings Bank
 Anthony J. Stammers, Vice President
 2/25/59 Date

SURVEYOR'S CERTIFICATE

I, hereby certify that the plan shown herein is correct, that it is a subdivision of part of the land conveyed by Plat No. 10000 of West River Yacht Harbor Associates, a general partnership, by deed dated May 12, 1951 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2107 at Folio 239, and represents the condominium of the proceedings of the United Civil Service Machinery Board for the District of Maryland Case No. 04-214172.

[Signature]
 Rocco A. Tripodi
 Professional Land Surveyor
 Md. No. 107055
 c/14/50
 Date

AMENDED
 SUBDIVISION PLAT
 ORIGINAL MINOR SUBDIVISION
 RECORDED IN PLAT BOOK 01
 PAGE 7
 WEST RIVER YACHT HARBOUR
 FORMERLY
 WEST RIVER MARINA
 GALESVILLE
 FIRST TAX DISTRICT
 ANNE ARUNDEL COUNTY, MARYLAND
 TAX MAP 69 - BLOCK D - PARCEL 307
 SCALE: 1" = 50' DATE: JUNE, 1959
 JOB NO. 101400007
 1 80 14
 PROJECT 10 081

MCCRONE, INC.
 ENGINEERS-PLANNERS-SURVEYORS
 20 KIBBLE AVENUE ANNAPOLIS, MD 21403
 501-261-8081

ORDERED that the objection of West River Yacht Harbour, a Condominium Marina, which was filed and argued in these proceedings be and it hereby is denied.


JAMES F. SCHNEIDER
Bankruptcy Judge

cc: ✓ Stephen F. Fruin, Esq.
36 S. Charles Street
Suite 600
Baltimore, MD 21201

Jeff Evan Lowinger, Esq.
8401 Connecticut Avenue
PH-1
Chevy Chase, MD 20815

Timothy McCormack, Esq.
1100 Charles Center South
36 S. Charles Street
Baltimore, MD 21201

Office of U.S. Trustee
Fallon Federal Building
31 Hopkins Plaza, G-13
Baltimore, MD 21201

2865k

LAW OFFICES OF
ELNICOVE, KAUFMAN,
WEINER, SMOUSE
& GARBIS, P.A.
5. CHARLES STREET
BALTIMORE, MD
21201-3060

EXHIBIT D

PERCENTAGE INTEREST IN COMMON ELEMENTS & COMMON EXPENSES

The tables below indicate, in column 2, the percentage interest of each Unit in the common elements and common profits of the Condominium. Column 3, refers to percentage of expenses of each of the Boat Slip Units and the Gas Dock Unit for the Condominium fees.

| <u>Unit</u> | <u>% Interest in Common Elements</u> | <u>% of Common Expenses Per Unit</u> |
|-------------|--|--|
| A02 | .56180% | |
| A03 | .56180% | .2792 |
| A04 | .56180% | .2792 |
| A05 | .56180% | .2792 |
| A06 | .56180% | .3122 |
| A07 | .56180% | .3122 |
| A08 | .56180% | .3122 |
| A09 | .56180% | .3122 |
| A010 | .56180% | .3122 |
| A011 | .56180% | .3122 |
| A012 | .56180% | .3122 |
| A013 | .56180% | .3122 |
| A014 | .56180% | .3122 |
| A015 | .56180% | .3122 |
| A016 | .56180% | .3122 |
| A017 | .56180% | .3122 |
| A018 | .56180% | .3122 |
| A019 | .56180% | .3122 |
| A020 | .56180% | .3122 |
| A021 | .56180% | .3122 |
| A022 | .56180% | .3122 |
| A023 | .56180% | .3778 |
| A024 | .56180% | .3778 |
| A025 | .56180% | .3778 |
| A026 | .56180% | .3778 |
| B3 | .56180% | .3778 |
| B4 | .56180% | .4585 |
| B5 | .56180% | .4585 |
| B6 | .56180% | .4928 |
| B7 | .56180% | .4928 |
| B8 | .56180% | .4928 |
| B9 | .56180% | .4928 |
| B10 | .56180% | .5421 |
| | | .5421 |

| <u>Unit</u> | <u>% Interest in Common Elements</u> | <u>% of Common Expenses Per Unit</u> |
|-------------|--|--|
| B11 | .56180% | |
| B13 | .56180% | .5421 |
| B14 | .56180% | .5421 |
| B15 | .56180% | .5421 |
| B16 | .56180% | .5421 |
| B17 | .56180% | .5421 |
| B18 | .56180% | .5749 |
| B19 | .56180% | .5749 |
| B20 | .56180% | .5749 |
| B21 | .56180% | .5749 |
| B22 | .56180% | .5749 |
| B23 | .56180% | .5749 |
| B24 | .56180% | .5749 |
| B25 | .56180% | .5749 |
| B26 | .56180% | .5749 |
| B27 | .56180% | .5749 |
| B28 | .56180% | .6077 |
| B29 | .56180% | .6077 |
| B30 | .56180% | .6077 |
| B31 | .56180% | .6077 |
| B32 | .56180% | .6077 |
| B33 | .56180% | .6077 |
| B34 | .56180% | .6077 |
| B35 | .56180% | .6077 |
| B36 | .56180% | .6077 |
| B37 | .56180% | .6077 |
| B38 | .56180% | .6077 |
| B39 | .56180% | .6077 |
| B40 | .56180% | .6407 |
| B41 | .56180% | .6407 |
| B42 | .56180% | .6407 |
| B43 | .56180% | .6407 |
| B44 | .56180% | .6407 |
| B45 | .56180% | .6407 |
| B46 | .56180% | .6407 |
| B47 | .56180% | .6407 |
| B48 | .56180% | .6407 |
| B49 | .56180% | .6407 |
| B50 | .56180% | .6735 |
| B51 | .56180% | .6735 |
| B52 | .56180% | .6735 |
| B53 | .56180% | .6735 |
| B54 | .56180% | .6735 |
| B55 | .56180% | .6735 |
| B56 | .56180% | .6735 |
| C1 | .56180% | .6735 |

| <u>Unit</u> | <u>% Interest in Common Elements</u> | <u>% of Common Expenses Per Unit</u> |
|-------------|--|--|
| C2 | .56180% | .6077 |
| C3 | .56180% | .3778 |
| C4 | .56180% | .6077 |
| C5 | .56180% | .3778 |
| C6 | .56180% | .6077 |
| C7 | .56180% | .3778 |
| C8 | .56180% | .6077 |
| C10 | .56180% | .6077 |
| C11 | .56180% | .4435 |
| C12 | .56180% | .6077 |
| C14 | .56180% | .6077 |
| C15 | .56180% | .4435 |
| C16 | .56180% | .6077 |
| C17 | .56180% | .4435 |
| C18 | .56180% | .6077 |
| C19 | .56180% | .4435 |
| C20 | .56180% | .6077 |
| C21 | .56180% | .4435 |
| C22 | .56180% | .6077 |
| C23 | .56180% | .6077 |
| C24 | .56180% | .6077 |
| C25 | .56180% | .6077 |
| C26 | .56180% | .6077 |
| C27 | .56180% | .6077 |
| C28 | .56180% | .6077 |
| C29 | .56180% | .6077 |
| C30 | .56180% | .6077 |
| C31 | .56180% | .6077 |
| C32 | .56180% | .6077 |
| C33 | .56180% | .6077 |
| C34 | .56180% | .6077 |
| C35 | .56180% | .6077 |
| C36 | .56180% | .6077 |
| C37 | .56180% | .6077 |
| C38 | .56180% | .6077 |
| C39 | .56180% | .6077 |
| C40 | .56180% | .6407 |
| C41 | .56180% | .6407 |
| C42 | .56180% | .6407 |
| C43 | .56180% | .6407 |
| C44 | .56180% | .6407 |
| C45 | .56180% | .6407 |
| C46 | .56180% | .6407 |
| C47 | .56180% | .6407 |
| C48 | .56180% | .6407 |

| <u>Unit</u> | <u>% Interest in Common Elements</u> | <u>% of Common Expenses Per Unit</u> |
|-------------|--|--|
| C49 | .56180% | .6407 |
| C50 | .56180% | .6407 |
| C51 | .56180% | .6735 |
| C52 | .56180% | .6735 |
| C53 | .56180% | .6735 |
| C54 | .56180% | .6735 |
| C55 | .56180% | .6735 |
| C56 | .56180% | .6735 |
| C57 | .56180% | .6735 |
| C58 | .56180% | .6735 |
| C59 | .56180% | .6735 |
| C60 | .56180% | .6735 |
| C61 | .56180% | .6735 |
| C62 | .56180% | .6735 |
| C63 | .56180% | .6735 |
| C65 | .56180% | .6735 |
| E1 | .56180% | .4107 |
| E2 | .56180% | .4107 |
| E3 | .56180% | .4107 |
| E4 | .56180% | .4107 |
| E5 | .56180% | .4107 |
| E6 | .56180% | .4107 |
| E7 | .56180% | .4107 |
| E8 | .56180% | .4107 |
| A1 | .56180% | .8377 |
| A2 | .56180% | .7721 |
| A3 | .56180% | .7721 |
| A4 | .56180% | .7721 |
| A5 | .56180% | .7721 |
| A6 | .56180% | .7721 |
| A7 | .56180% | .7721 |
| A8 | .56180% | .7721 |
| A9 | .56180% | .7721 |
| A10 | .56180% | .8377 |
| A11 | .56180% | .8377 |
| A12 | .56180% | .8377 |
| A13 | .56180% | .8377 |
| A14 | .56180% | .8377 |
| A15 | .56180% | .9034 |
| A16 | .56180% | .9034 |
| A17 | .56180% | .9034 |
| A18 | .56180% | .9034 |
| A19 | .56180% | .9034 |
| AT1 | .56180% | .4764 |
| AT2 | .56180% | .5421 |
| CT1 | .56180% | .7064 |
| CT2 | .56180% | .7064 |

PERCENTAGE INTEREST/CONDOMINIUM LAND BASED UNITS

| <u>UNIT #</u> | <u>% OF COMMON ELEMENT</u> |
|---------------|------------------------------------|
| L1 | .56180% |
| L2 | .56180% |
| L3 | .56180% |
| L4 | .56180% |
| L5 | .56180% |

PLEASE RETURN TO:

Stephen F. Fruin, Esquire
Whiteford, Taylor & Preston
Seven Saint Paul Street
Suite 1400
Baltimore, Maryland 21202

Unit

% Interest in
Common
Elements

% of Common
Expenses
Per Unit

ET1
G-1

.56180%
.56180%

.4435
1.0184

INDEX TO BYLAWS

| | | | |
|--------------|---|--|----|
| ARTICLE I | - | PLAN OF CONDOMINIUM OWNERSHIP | 1 |
| ARTICLE II | - | COUNCIL OF UNIT OWNERS | 1 |
| ARTICLE III | - | BOARD OF DIRECTORS | 4 |
| ARTICLE IV | - | OFFICERS | 8 |
| ARTICLE V | - | OPERATION OF THE PROPERTY | 10 |
| ARTICLE VI | - | RECONSTRUCTION OR REPAIR AFTER CASUALTY | 16 |
| ARTICLE VII | - | INSURANCE | 17 |
| ARTICLE VIII | - | USE RESTRICTIONS | 20 |
| ARTICLE IX | - | MORTGAGES | 22 |
| ARTICLE X | - | SALES AND MORTGAGES OF UNITS | 22 |
| ARTICLE XI | - | RULES AND REGULATIONS | 23 |
| ARTICLE XII | - | CONDEMNATION | 24 |
| ARTICLE XIII | - | RECORDS AND AUDITS | 24 |
| ARTICLE XIV | - | AMENDMENTS | 24 |
| ARTICLE XV | - | TERMINATION | 25 |
| ARTICLE XVI | - | MISCELLANEOUS | 26 |

BYLAWS
OF
COUNCIL OF UNIT OWNERS
OF
WEST RIVER YACHT HARBOUR MARINA CONDOMINIUM

ARTICLE I
PLAN OF CONDOMINIUM OWNERSHIP

Section 1. The Condominium. The Property described on Exhibit A to the Declaration has been established as a Condominium pursuant to the Act. These By-Laws are attached to and made a part of the Declaration as Exhibit C and are intended by the Declarant to set forth, inter alia, a plan by which the affairs of the Condominium shall be administered and governed by the Unit Owners' Association pursuant to the Act.

Section 2. Definitions. In these By-Laws, all words shall have the same meanings as designated in the Declaration unless otherwise apparent from the context, provided that the Council of Unit Owners shall be sometimes designated in these By-Laws as the "Association".

Section 3. By-Laws Applicability. The provisions of these By-Laws are applicable to the Property (described in the Declaration and Condominium Plat), and the use, occupancy, sale, lease or other transfer thereof. All owners of any freehold or leasehold interest, all occupants or users of the premises, and the agents and servants of any of them are subject to the provisions of the Declaration, the Condominium Plat, these By-Laws, and the applicable laws of the State of Maryland.

ARTICLE II
COUNCIL OF UNIT OWNERS

Section 1. Purpose and Status of Association. The purpose of the Association shall be to operate and maintain the Property for the benefit of the Unit Owners and to exercise the powers conferred upon it by the Act and these By-Laws. The Association shall be an unincorporated entity, unless otherwise determined by the Declarant or the Association upon a fifty-one (51%) percent affirmative vote.

Section 2. Name and Mailing Address. The Association hereby organized and formed for the purpose set forth above shall be known as "Council of Unit Owners of West River Yacht Harbour Marina Condominium", unless changed from time to time by the Association. The purpose of the Association shall be to operate and maintain the Property for the benefit of the Unit Owners and to exercise the powers conferred upon it by the Act and these By-Laws. The Association shall be an unincorporated entity shall have all of those powers enumerated in Section 11-109(d) of the Act, as the same may be amended from time to time. All powers residing in the Association, except for such as in the Act are expressly reserved to the Association, shall be delegated to and exercised by the Board of Directors of the Association and/or the managing agent employed by the Board of Directors on behalf of the Association.

Section 4. Members. The Association shall have as its member every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who or which owns a Unit (herein called "Unit Owner"); provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who or which holds such interest solely as security for the performance of an obligation shall not be a member solely on account of such interest.

Section 5. Annual Meeting. The first annual meeting of the Council shall be held at a time and place to be designated by the Board of Directors: (a) within one hundred twenty (120) days after deeds are delivered on the sales by Declarant of one hundred (100) Units in the Condominium or (b) within one hundred twenty (120) days after the third anniversary date of the day on which the Declaration and these By-Laws are filed among the Land Records of Anne Arundel County, Maryland, whichever date shall first occur, or on such earlier date as may be established by the Declarant. At such meeting the persons designated by the Declarant and owners of Unit or Units, shall elect a new Board of Directors. Thereafter, the annual meetings of the Council shall be held at 8:00 p.m. on the third Tuesday in the month of July of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following. At such meetings there shall be elected by ballot a Board of Directors in accordance with the requirements of these By-Laws. The Council may also transact such other business as may properly come before it.

Section 6. Special Meetings. It shall be the duty of the President of the Association to call a special meeting (a) if so directed by resolution of the Board of Directors, or (b) upon a petition signed and presented to the Secretary of the Association by not less than twenty-five percent (25%) of the Unit Owners; provided, however, that except on resolution of the Board of Directors, no special meetings shall be called prior to the first annual meeting of the Association as hereinabove provided for. No business shall be transacted at a special meeting except such as shall have been stated in the notice thereof.

Section 7. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Association at least fifteen (15) but not more than forty (40) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at his address shown on the roster (hereinafter called the "Roster") required to be kept pursuant to Section 11-109(c) of the Act. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of meeting shall be mailed at least thirty (30) days prior to such meeting. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice as of the date of such mailing. In addition to the mailing of notice of each annual and special meeting, notice may be personally delivered to each Unit Owner at his address as shown on the Roster. Service of notice shall be proven by affidavit of the person serving such notice. Attendance by a Unit Owner at a meeting in person or by proxy shall constitute waiver of notice of the time, place and purposes of such meeting.

Section 8. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated in the notice of meeting by the Board of Directors.

Section 9. Adjournment of Meeting. If any meeting of the Association cannot be held because a quorum of members had not attended, a majority vote of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn

* Amended
to:
8:00 AM
SAT. OF
APRIL
(after amendment)

the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. No further notice thereof shall be required.

Section 10. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Reports of Committees.
- (g) Appointment of inspector of election (when so required).
- (h) Nomination of Directors from the floor (when so required).
- (i) Election of members of the Board of Directors (when so required).
- (j) Unfinished business.
- (k) New business.

In the case of a special meeting, items (a) through (d) shall be applicable, and thereafter the agenda shall consist of the items specified in the notice of meeting.

Section 11. Voting. Each Unit Owner, or some person designated by such Unit Owner to act as proxy on his behalf (and who need not be a Unit Owner), shall be entitled to cast the vote appurtenant to his Unit at all meetings of the Association. The designation of any such proxy shall be made in writing to the Secretary by the Unit Owner so designating the proxy, and shall automatically expire ninety (90) days following its issuance unless granted to a mortgagee or lessee. In the case of a Unit which is owned by more than one person or entity, any or all of such owners may be present at any meeting of the Association and (those constituting a group acting unanimously) may vote or take any other action as a Unit Owner, either in person or by proxy. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Where title to a Unit is in more than one person or entity, such multiple owners shall be entitled to vote, in the aggregate and as a solid block, the vote allocated to the Unit. If such multiple owners shall be unable to agree upon their vote upon any subject at any meeting they shall lose their right to vote on such subject, but if all of them shall not be present at a meeting, either in person or by proxy, the collective vote of the one or more present shall be the vote of all of the owners of the Unit. Whenever the vote of the Unit Owners at a meeting is required or permitted by any provisions of the Act, the Declaration or by these By-Laws, the meeting and vote of Unit Owners may be dispensed with if all of the Unit Owners who would have been entitled to vote thereat upon the action, if such meeting were held, consent in writing to such action being taken.

Amended (Copy to branches)

In the event that a person is notified of a meeting, does not attend the meeting, or does not provide a proxy to said meeting, the Secretary of the Board of Directors is hereby granted said proxy of that individual for the specific purpose of voting on the issues of which the Unit Owner was notified, at said specific meeting, and said Secretary may cast a vote on behalf of Unit Owner unless otherwise advised by said Unit Owner. Said proxy shall only be permitted for the specific meeting of which notice is given and on the specific issues for which said notice is given.

A Unit Owner shall not be entitled to vote at any meeting of the Association if the Association has recorded a statement of Condominium lien with respect to his Unit in accordance with Section 11-110 of the Act, and the amount necessary to release such lien has not been paid as of the date of the meeting.

No Unit Owner shall be entitled to vote at a meeting of the Association unless, prior to said meeting, the individual Unit Owner has provided the Association with his name and current mailing address for listing on the Roster in accordance with Section 11-109(c) of the Act.

Section 12. Majority of Unit Owners. As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present, in person or by proxy, and voting at any meeting of the Association.

Section 13. Quorum. Except as otherwise provided in these By-Laws or in the Act, the presence in person or by proxy of Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners constitutes a quorum at all meetings of the Association.

Section 14. Majority Vote. The vote of a majority of the total authorized votes of Unit Owners present at a meeting which has been duly called shall be binding upon all Unit Owners for all purposes except where in the Declaration, under the Act or pursuant to these By-Laws a higher percentage vote is required.

Section 15. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, each Unit Owner and Beneficial Owner thereof shall be entitled to receive out of the assets of the Association available for distribution to the members thereof an amount equal to his Percentage Interest in the Common Profits and Common Expenses of the Association.

* Section 16. ADDED See Amendment

ARTICLE III
BOARD OF DIRECTORS

Section 1. Powers and Duties. The Board of Directors shall have and shall exercise the powers and duties of the Association as set forth hereafter, and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Without limiting the generality of the foregoing, the Board of Directors' powers shall include the following:

- (a) Operation, care, upkeep and maintenance of the common elements.
- (b) Determination of the common expense required for the affairs of the Association.

- (c) Collection of the common charges and expenses from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.
- (e) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (f) Obtaining of insurance for the Property.
- (g) Making of repairs, additions, replacements, and improvements to or alterations of the common elements in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation of eminent domain proceedings.
- (h) Enacting uniform Rules and Regulations from time to time for the use of the Property, as well as the conduct and the enjoyment of the Unit Owners; provided, however, that no such Rules and Regulations so adopted shall be in conflict with the Act or the Declaration or these By-Laws, and provided further that no such Rules or Regulations shall be so construed so as to impair in any manner the lien of any mortgage or deed of trust with respect to any Unit and/or the common elements if such Rules or Regulations are promulgated after the recordation of said mortgage or deed of trust.
- (i) Enforcing obligations of Unit Owners, allocating common profits and common expenses, if any, and doing anything and everything else necessary and proper for the sound management of the Property. In this connection, the Board of Directors shall have the power to levy fines against Unit Owners for violations of the Rules and Regulations. No fine may be levied for more than Twenty-Five Dollars (\$25.00) for any one (1) violation; but for each day that a violation continues, after notice, it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines are a common charge owed by the particular Unit Owner or Unit Owners. Where a Unit Owner persists in violating the Rules and Regulations, the Board of Directors may require him to post a bond, satisfactory to it, to secure future compliance with the Rules and Regulations.
- (j) The control and use of all general common elements and limited common elements for Boat Slip Units including, but not limited to, the swimming pool, the docks, the bulkhead, the lavatories, and any and all other designated areas for use by Unit Owners and/or their guests, and families.
- (k) Establishing reasonable reserve funds for emergencies and unforeseen contingencies and for the repair and replacement of common elements.
- (l) Establishing reasonable reserve funds for the limited common elements and the restricted use areas for those individual Unit Owners who will be responsible for repairs to the specific areas.

→ Section 2. Number and Qualifications. The affairs of the Council shall be governed by a Board of Directors composed of five (5) persons who shall serve without compensation and who shall not necessarily be members of the Council. One member of the Board of Directors must be elected from the Land Based Units. The initial Board of Directors shall be comprised of three (3) persons designated by the Declarant and shall serve until the election of the Board of Directors takes place at the first annual meeting of the Council as provided for in Article II hereof. The Declarant's

** Amended to 7 Board Members * refer to Amend. Next*

designees need not be residents of, nor Unit Owners in the Condominium, and Declarant shall have the right in its sole discretion to replace such directors as may be so selected and designated by it, and to select and designate their successors if vacancies occur for any reason.

Section 3. Election and Term of Office. At the first annual meeting of the Council five (5) directors shall be elected. The term of office of three (3) directors shall be fixed at one (1) year and the term of office of two (2) directors shall be fixed at two (2) years. At the expiration of the initial term of office of each respective director, each successor shall be elected at subsequent annual meetings of the Council to serve a term of two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.

Notwithstanding anything contained in these By-Laws to the contrary, until the first annual meeting of the Council, the Declarant shall have the sole right to select the Board of Directors and to fill any vacancy occurring from the death, resignation or removal of any director.

Section 4. Removal of Members of the Board of Directors. At any regular or special meeting of the Association after the first annual meeting of the Association, any one or more of the members of the Board of Directors elected by the Unit Owners may be removed, with or without cause, by a majority of the Unit Owners. Any member of the Board of Directors whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. The term of office of any Director who becomes more than forty-five (45) days delinquent in the payment of common charges against the Unit of which he is the owner shall automatically terminate on the forty-sixth (46) day, and his successor shall thereupon be appointed by the Board of Directors from among the Unit Owners to fill out the unexpired portion of his term.

Section 5. Vacancies. Vacancies on the Board of Directors shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the predecessor member.

Section 6. Management Agent. The Board of Directors may employ for the Council a management agent at a compensation established by the Board of Directors to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in this Article to be performed by the Board of Directors. The Declarant shall serve as or designate the management agent until the first meeting of the Council is held. Nautilus Boating Club, Inc. has been appointed Management Agent for the Condominium for July 1, 1981 through June 30, 1982.

Section 7. Organization Meeting. The first meeting of the members of the Board of Directors following the annual meeting of the Council shall be held within ten (10) days after the meeting of which such directors were elected at such place as shall be fixed by the directors at the meeting at which they were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal

year after the first annual meeting of the Council. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President of the Association on three (3) business days' notice to each member of the Board of Directors, given by mail, personally (in writing) or by telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President of the Association in like manner and on like notice on the written request of at least two (2) members of the Board of Directors.

Section 10. Waiver of Notice. Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time, place and purpose thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Fidelity Bond. The Board of Directors, at the first annual meeting of the Association, shall obtain adequate fidelity bonds for itself and all officers, employees of the Association, and others responsible for the Association's funds, at the discretion of the Council of Unit Owners. Such bonds or insurance shall name the Association as the insured and shall be written in an amount not less than one and one-half times the amount of the Condominium's estimated annual operating expenses and reserves and shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days notice to each first mortgagee. The premiums on such bonds shall constitute a common expense of the Association.

Section 13. Compensation. No member of the Board of Directors shall receive any compensation for acting as such, but a Director may be reimbursed for actual out-of-pocket expenses incurred by him in the proper performance of his duties.

Section 14. Liability of the Board of Directors. The member of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the directors from and against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Unit Owners, the Council, or the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or

of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners, the Council, or the Condominium except with respect to any percentage interest of a Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be in proportion to his Percentage Interest in the Common Expenses and Common Profits. The Unit Owners shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was a Director, or officer, against expenses (including attorney's fees), judgment fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believes to be in, or not opposed to the best interests of the Unit Owners.

Section 15. Executive Committees. The Board of Directors may, by resolution duly adopt, appoint an Executive Committee to consist of three (3) members of the Board of Directors. The Executive Committee shall have and may exercise all of the powers of the Board of Directors in the management of the business and affairs of the Association during the intervals between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common charges and expenses required for the affairs of the Association, or (b) to adopt or amend the Rules and Regulations covering the details of the operation and use of the Property.

Section 16. Action Without Meeting. Any action required or permitted to be taken by the Board of Directors at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

ARTICLE IV OFFICERS

Section 1. Designation. The principal officers of the Condominium shall be a President, a Vice President for Boat Slip Units, a Vice President for Land Based Units, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. With the exception of the President no officer need be a member of the Board. Two or more offices may be held by the same person, except that the President shall not hold any other office, and that the Vice President for Boat Slip Units and Vice President for Land Based Units shall not be the same person.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board. At least one officer must be an owner of a Boat Slip Unit and at least one officer must be an owner of a Land Based Unit. Any vacancy in an office shall be filled by the Board at a regular meeting or special meeting called for such purpose.

Section 3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board.

Section 4. President. The President shall be the chief executive and operating officer of the Association. He shall preside at all meetings of the Association. He shall have all the general powers and duties which are incident to the office of the President of a stock corporation organized and existing under the laws of the State of Maryland.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President or either Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President, including, without limitation, the counting of votes at meetings of the Association.

There shall be two vice presidents one whom is elected from the Land Based Units and One whom is elected from the Boat Slip Units. The Board of Directors shall determine the priority of chain of command as to the two vice presidents in case of a vacancy in the presidency.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association (including copies of all resolutions adopted thereat), and the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary of a stock corporation organized and existing under the laws of the State of Maryland.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized and existing under the laws of the State of Maryland.

If required by the Board of Directors, he shall give a bond, the premium therefor to be considered a common expense, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

Section 9. Authorization. No agreement, check, deed, lease or other instrument shall be binding upon the Council unless executed in accordance with a duly adopted resolution of the Council.

ARTICLE V
OPERATION OF THE PROPERTY

Section 1. Determination of Common Expense and Fixing of Common Charges.

(a) Unless otherwise expressly provided herein, common expenses of the Association, in general, shall include maintenance, operation, repair, or replacement of the general common elements and specified limited common elements. They include, but are not limited to:

1. Management Fees;
2. Insurance Premiums;
3. Charges for landscaping, maintenance of the walks, maintenance of the docks, maintenance of the bulkheads, maintenance of the lavatories, and maintenance of all pilings.
4. Audit, attorney's fees, and like administrative costs;
5. Reserves for replacements or other expenses of a nonrecurring nature;
6. Service contracts and employees' salaries;
7. Payment of utility bills and like expenses (except to the extent that such bills or expenses are individually metered for any Unit, in which event such bills or expenses shall be the responsibility of the Unit Owner receiving the benefit of such individually metered service); and
8. Such other expenses as shall be necessary or desirable in the judgment of the Board of Directors for the administration and operation of the Property, or which may be declared to be common expenses by the Act, the Declaration, these By-Laws or by resolution of the Unit Owners.
9. The amount of all taxes and assessments levied against the Condominium or upon any property which it may own or which it is otherwise required to pay, if any.
10. The cost of furnishing water, electricity, heat, gas, sewer, garbage and trash collection and/or other utilities, to the extent furnished by the Condominium.

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

Section 2. Preparation and Approval of Budget.

(a) The Council shall determine the amount of the assessments at least annually but may do so at more frequently intervals should circumstances so require. Annual

assessments shall be collected semi-annually unless otherwise approved by the Board of Directors.

The Council shall make reasonable efforts to fix the amount of the assessments against each Unit for each annual assessment period at least thirty (30) days in advance of the commencement of such period and shall, at that time, prepare a Roster of Unit Owners and assessments applicable thereto which shall be kept in the office of the Council and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owners. For the expiration of any annual assessment period, the omission by the Council to fix assessments for that or the next such period, shall be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Owner from the obligation to pay the assessment or any installment thereof for that or any subsequent assessment; but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No Owner may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of any Condominium Unit belonging to him.

Section 3. Budget. Council of Unit Owners, with the assistance and counsel of the Board of Directors, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Council to meet its annual expenses for that period. Such budget shall be in a format consistent with the classification of the Council's accounts as provided for hereinafter, and shall provide for sufficient estimates, prepared on a monthly basis, in accordance with generally accepted accounting practices consistently applied, to permit comparison to and analysis of deviations from the various periodic reports of the actual results of operations and the actual financial conditions of the Council, on both a current basis and for prior corresponding periods. Copies of the budget shall be available for examination during normal business hours by the Owners, their duly authorized agents and attorneys, and by the institutional holders of any first mortgage on any Condominium Unit in the Condominium project, their duly authorized agents, and attorneys for purposes reasonably related to their respective interest. The budget shall be set up as follows:

(a) Unit Owners Expense - The Council shall determine the amounts of assessment necessary for the operation of the general Condominium Association. Said amounts shall include general expenses for the overall operation of the Condominium, expenses for the general common elements, which include the swimming pool, its adjacent areas and the lavatories, maintenance of the limited common elements for parking and winter boat storage, maintenance of the bulkhead from point A to point B as shown on Exhibit B attached hereto, sheet number 2 of 5 of the Plat of the Condominium Association, and other general expenses as set forth in Section 1(a) of Article 5 herein. The expenses for the parking lot, bulkhead from point A to point B, and Bulkhead from point C to point D shall be borne equally by the Land Based Units and the Boat Slip Unit with the Land Based Units jointly paying fifty percent(50%) of the common expense and the Boat Slip Units jointly paying fifty percent (50%) of the common expense, based upon their proportional expenses as set forth in Exhibit D & E attached hereto. The Land Based Unit Owners shall be responsible for ten Percent (10%) of the common expenses for the swimming pool, management fees for the Association, Association general expenses, General Liability Insurance, General Common Element Utilities, and other normal condominium expenses which directly benefit all Unit Owners.

(b) Boat Slip Unit Common Expenses - As set forth in this Article, the Council shall have the right to determine the annual assessment for the expenses solely to the

Boat Slip Unit Owners. Said expenses shall include the following; repairs to the bulkhead from point B to point C as shown on Exhibit B, sheet number 2 of 5 of the Plat of the Condominium; the repair to docks A, B, C and E as shown on the attached Plats hereto; the repair to the pilings appurtenant to docks A, B, C, and E, as shown on the Plats hereto; dredging of the area within the Condominium after April of 1982; fire insurance and extended coverage for the docks, piers and boat slips; trash removal for the Dock areas, Dockmasters, Dock Boys, and such other expenses which are incidental to the operation of the boat slips. Said expenses shall be the sole expense of the Boat Slip Unit Owners and shall be assessed to them in the percentages and proportions as set forth in Exhibit D attached hereto.

Section 4. Special Assessments. In addition to the regular assessments authorized by this article, the Council may levy in any assessment year a special assessment or assessments applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Condominium project or for such other purposes as the Board of Directors may consider appropriate; provided, that any such assessment shall have the assent of the Owners representing two-thirds or more of the percentage interest factors as set out in the foregoing Exhibit D & E. Said assessments shall be established at a meeting duly called for that purpose, written notice of which shall be sent to all Unit Owners not less than fifteen (15) days, nor more than thirty (30) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. Maintenance and Repair.

(a) Unit Maintenance - Maintenance of the Boat Slip Units shall be the responsibility of the Association and the expense of maintenance shall be a part of the common expense as assessed to the Boat Slip Unit Owners.

Maintenance of the Land Based Units shall be the responsibility of the Land Based Unit Owner.

(b) Unit Repairs - The repairs of the Land Based Units shall be the responsibility of the Unit Owner and shall be at the owners expense. Repairs to the building located on Unit G-1 shall be the sole responsibility of the owner of said Unit; repairs to the docks, piers and pilings shall be an expense of the Association as set forth in Section 5(a) of this Article.

(c) Unit Alterations and Improvements. Neither the Unit Owner nor the Association shall make alterations in any portion of a Unit, nor remove any portion of such, nor make any additions to them or do anything that would jeopardize the safety or soundness of the Unit or its adjoining contiguous Unit, or impair any easement without first obtaining approval in writing of all of the Units contiguous or adjacent to the area in which such work is to be done and obtain a formal approval from the Board of Directors. The expense of Unit alterations and improvements are the sole responsibility of the Unit Owner.

(d) General Responsibilities. The responsibility of the Boat Slip Unit Owner shall be as follows:

1. Not to paint or otherwise change or decorate the appearance of the Unit without obtaining permission from the Board of Directors.

2. To promptly report to the Association any defects or need for repair for which the Association is responsible.

3. All incidental damages caused to a Dock by the abnormal use of the Unit.

4. To maintain individual electric service from the power company meter to the Unit.

(e) Land Based Units. It is specifically understood that Land Based Units and the owner of Unit G-1 may make any alterations necessary to their Units so long as said alterations are consistent with recognized construction and architectural practice. The expenses of such alterations shall be the sole responsibility of the specific Unit Owner.

(f) Limited Common Elements Alterations and Improvements. Any Unit Owner who shall have the exclusive use of a limited common element, shall have the sole responsibility for alterations and improvements made to a limited common element, whether they be for Boat Slip Unit limited common elements or Land Based Unit limited common element, that is to say Unit L1 shall be solely responsible for the maintenance to sheds 1, 2, 3, 4, painting building 5, gas tanks building and walk-in boxes. However, neither the limited common element owner nor the Association shall make alterations in any portion of a limited common element, nor remove any portion of such, nor make any additions to them or do anything that would jeopardize safety or soundness of the Unit or its adjoining contiguous properties or impair any easement without first obtaining approval in writing from the Board of Directors.

(g) Gas Docks. The maintenance and repairs of the gas docks Unit shall be the sole responsibility of that Unit Owner. Said Unit Owner shall pay an annual assessment amount equal to the amount paid jointly by Unit Owners AT1 and AT2 which is, at this time 1.0016 percent of the annual Condominium expenses, as determined from year to year. The gas dock owner reserves an easement over the limited common elements and the common elements in order to allow him to operate a commercial business at said area. Said Unit Owners shall be permitted to display the appropriate signs, operate the lines from the in-ground gas lines on the general and limited common elements to the gas dock, and be solely responsible for the maintenance of the tanks presently located on the Condominium, and any replacements thereof. Any and all items in connection with the gas dock shall be the sole expense of said Unit Owner and shall not be considered an expense of the Association, saving and excepting the pilings and the dock area on which the gas building and tanks are located. The gas tanks, the lines, and equipment appurtenant thereto, shall not be considered general common elements.

Section 6. Reserves. As part of the annual budget the Board of Directors shall build up and maintain an adequate reserve for working capital and contingencies and an adequate reserve or replacement of the common elements required to be replaced by the Association. All funds accumulated for serves shall be kept in a separate bank account, segregated from the general operating funds, and, if the Board of Directors deems it advisable, funds accumulated for each type of reserve shall be kept in a separate bank account, identified by reference to the specific category or reserve. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except where an emergency requires an expenditure to prevent or minimize loss from further damage to, or deterioration of, the common elements, reserves accumulated for one

purpose may not be expended for any other purpose unless approved by the Association. If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Unit Owners according to their proportionate share, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next regular payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment.

Section 7. Expenses/Limited Common Elements for Boat Slips/Land Based Units. As part of the annual budget, the Board of Directors shall set aside portions from the assessments to be specifically allocated to repairs to the limited common elements on the Boat Slip Units and repairs to the limited common elements on the Land Based Units. The percentage amounts to be paid by each of said Unit Owners is attached hereto as Exhibit D & E. Any increases in said assessments shall be based upon the percentages set forth in the Exhibit D & E attached and shall take into consideration the expenses necessary for the specific limited common elements.

In the event of necessary repairs to the restricted use/limited common element located over the nineteen covered slips, the Board of Directors shall authorize an assessment of the nineteen slip owners, so as to make the appropriate repairs. If an assessment is not appropriated at the time, then the Board of Directors may pay the amount necessary for the repairs and assess the individuals their prorated share for the stated repairs.

Section 8. Initial Assessment. When the first Board of Directors takes office it shall determine the budget for the period commencing upon the conveyance of legal title to the first Unit by the Declarant and ending on the last day of the fiscal year established by the Board of Directors in which such conveyance occurs. The Board of Directors may establish an initial working capital fund through special assessment of each Unit Owner upon purchase of his Unit from the Declarant. The Declarant shall be responsible for the payment of expenses, exclusive of reserves, necessary for the normal operation of the Condominium Association for its first year of operation, to a maximum amount as set forth on Exhibit F. In the event that expenses are greater than anticipated on Exhibit F, then a special assessment may be assessed pursuant to the terms of these By-Laws. The First year of operation which shall be through June 30, 1982.

Attached to the Declaration as Exhibit F is an estimated first year budget showing the expenses for each Unit Owner for the first fiscal year which shall be from July 1 to June 30.

Section 9. Utilities Assessments. The fresh water wells, septic systems, utilities, and landscaping are to be shared by the group of Land Based Units and the group of Boat Slip Units, with the Land Based Unit Owners, jointly, responsible for ten percent (10%) of the total expense. The Land Based Unit Owners shall be solely responsible for the maintenance of all signs designating the property, all signs regarding parking, and all individual advertising for the benefit of the commercial complex. The Owner of Unit G-1 shall be solely responsible for any and all signs which he places on his Unit designating the sale of gas, other petroleum, or other items normally associated with the sale of petroleum items.

Section 10. Payment of Common Charges; Lien. Each Unit Owner shall be obligated to pay, in advance, the common expenses and charges assessed by the Board of Directors against his Unit.

The amount levied and assessed against each Unit for common expenses shall constitute a lien against said Unit from the date of assessment until the date of full payment, provided that a "Statement of Lien" is recorded against the Unit as provided in Section 11-110 of the Act. At the option of the Board of Directors, said amount may be payable in annual, quarterly, monthly or other convenient installments, and to the Board of Directors or to such person or entity who or which the Board of Directors shall designate.

The lien hereinabove set forth shall be inferior only to deeds of trust, mortgages or other encumbrances recorded prior to the date of assessment of said lien, or recorded promptly after receipt of a written statement from the Board of Directors that payments due on said Unit were current as of the date of such written statement.

Upon the voluntary sale or conveyance of a Unit there shall be paid or provided from the sale proceeds an amount sufficient to satisfy any unpaid portion of the assessments due and payable as of the date of sale or conveyance. Upon an involuntary sale through foreclosure of a deed of trust, mortgage or encumbrance or a first trust, first mortgage or first encumbrance (any such first trust, first mortgage or first encumbrance having the priority rights set forth in the immediately succeeding paragraph) having a preference as set forth in the preceding paragraph, or in the event of any proceeding or other conveyance in lieu of foreclosure, a purchaser thereunder shall not be liable for any installments of such lien as become due prior to the recording of such deed of trust, mortgage or encumbrance.

Notwithstanding any other provisions hereof to the contrary, the lien of any assessments levied pursuant to these By-Laws upon any Unit shall be subordinate to and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage or deed of trust upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the Unit from liability from any assessments thereafter becoming due, nor from the lien of any such subsequent assessments, which lien, if any, claimed shall have the same effect and may be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

Section 11. Collection of Assessments. The Board of Directors shall take prompt action to collect any common charges due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date payment thereof. Upon default in the payment of any one or more installments of any assessment levied pursuant to the Declaration and/or these By-Laws, the entire balance of said assessments may be accelerated at the option of the Board of Directors and be declared due and payable in full, together with interest thereon at the rate of ten (10%) percent per annum.

Section 12. Default in Payment of Common Charges. The lien for unpaid assessments for common expenses may be enforced and foreclosed in such manner as

may from time to time be provided in the Act. Any assessment, until paid, may at the election of the Board of Directors bear interest at the rate of ten (10%) percent per annum in accordance with Section 11-110(d) of the Act. In addition, the Board of Directors may impose late charges and/or the cost of collection (including reasonable attorney's fees) if any, with respect to any assessment which has not been fully paid when due. Such late charges and other costs shall not exceed the permissible amounts provided for in Sections 11-110(d) and (e) of the Act, and shall otherwise comply therewith. All such interests, late charges and other costs shall constitute a lien upon the Unit until fully paid as provided in Article V, Section 10 above.

In any action brought by the Board of Directors to foreclose a lien against a Unit because of unpaid common charges the Unit Owner shall be required to pay a reasonable rental for the use of his Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same, such rent to accrue from the date that an action to recover possession of the Unit is commenced.

No suit or other proceeding may be brought by the Association to foreclose the lien for any assessments levied pursuant to the Declaration or these By-Laws except after ten (10) days' written notice to the holder of the first mortgage which is a lien on the Unit that is the subject matter of the proceeding.

Section 13. Statement of Common Charges. Any owner, first mortgagee or any purchaser in connection with any sale of conveyance of a Unit, shall be entitled to a statement furnished by the Board of Directors setting forth in detail the amount of any unpaid assessments greater than that shown on such statement.

ARTICLE VI **RECONSTRUCTION OR REPAIR** **AFTER CASUALTY**

Section 1. Determination to Reconstruct or Repair. The Association shall Reconstruct damage to the Condominium unless there is Major damage to the entire project. If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner. All expenses incurred under this Article shall be apportioned by the provisions heretofore mentioned for normal operating expenses of the Association.

(a) Common Elements. If the damaged improvement is a general common element, the damaged property shall be reconstructed, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated, or it is determined that appropriate permits for reconstruction cannot be obtained.

(b) Limited Common Elements.

1. Lesser Damage. If the improvements are damaged by less than a total of two thirds of its then replacement cost in the opinion of the Board of Directors, then the damaged property shall be reconstructed or repaired.

2. Major Damage. If the improvements are damaged by more than a total of two thirds, in the opinion of the Board of Directors then the damaged property shall be reconstructed or repaired unless there is disapproval, in writing, of seventy-five percent (75%) of the Unit Owners of the limited common element then, the dock shall be terminated as a part of the Condominium as set forth in the Declaration.

3. Unit Damage. If the improvements are damaged to such an extent that a specific Unit Owner is denied the use of the Unit, and is hindered as a result of said damage, then the damaged property shall be reconstructed or repaired at the expense of the Association.

Section 2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans for the original docks; or if not, then according to plans and specifications as provided by the Board of Directors of the Association, and if it is Major Damage, by the owners of not less than seventy-five (75%) percent of the Unit Owners of the limited common element, which approval shall not be unreasonably withheld.

Section 3. Responsibility. The responsibility for supervision of reconstruction and repair after casualty shall be that of the Association or its designated management agent.

Section 4. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

Section 5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners, as set forth in Article 5, who own the damaged Unit and against all Unit Owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to common elements and limited common elements, shall be in proportion to the owner's share in the common elements whether limited or general. Provided, however, in the event that the insurance proceeds are insufficient to pay the trustee's fees and expenses and to make needed repairs and any owner is unable to pay an assessment to make up such insufficiency, then such owner's mortgagee shall have the option to make up said insufficiency or to require the Association, the insurance trustee and the insurer to pay such mortgagee as its interests may appear from the insurance proceeds.

ARTICLE VII INSURANCE

The insurance other than title insurance that shall be carried upon the Condominium property and the property of the Unit Owners shall be governed by the following provisions:

Section 1. Authority to Purchase; Named Insured. All insurance policies upon the Condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. The insurance for each individual Land Based Unit and the building on Unit G-1, shall be the sole responsibility of each individual Unit Owner.

Section 2. Coverage.

(a) Casualty. All improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value.

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

2. Such other risks as from time to time shall be customarily covered with respect to Docks similar in construction.

(b) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner. Each Unit Owner agrees to include a cross-waiver of subrogation clause in any individual policies carried by said Unit Owners.

(c) Workmen's compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

Section 3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense; provided, however, that the premium for fire and extended coverage as to each Unit shall be included in the assessment for that Unit as a separate charge over and above the maintenance budget fee. Expense for insurance coverage to the bulkheads and the docks shall not be considered a general expense which should be paid for by the Land Based Unit Owners, it shall be the sole responsibility of the Boat Slip Unit Owners

Any increase in insurance premiums as a result of additional coverage necessary for the Land Based Units shall be the sole expense of the Land Based Units.

Section 4. Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds be paid to West River Yacht Harbour Condominium Association. The duty of the Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purpose elsewhere stated in this instrument and the benefit of the Unit Owners and their mortgagees, in the following shares, but which shares need not be set forth on the records of the Trustee:

(a) Common Elements. Proceeds on account of damage to the common elements shall be held in undivided shares for each owner, such share being the same as the undivided share in the common elements appurtenant to his Unit.

(b) Limited Common Element. Proceeds on account of damage to the limited common elements shall be held in undivided shares for each owner, such share being the same as the undivided share in the limited common elements appurtenant to his Unit.

(c) When the Docks are not to be restored, then the proceeds shall be treated as an undivided share for each Unit Owner. Such share shall be determined by dividing the proceeds between the Unit Owners in a ratio of the total ownership interest of the limited common element divided into the individual Unit Owner's interest.

(d) Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owners as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of the Declaration.

Section 5. Distribution of Proceeds. Proceeds of insurance policies received by the Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the Trustee shall be paid first or provision made for such payment.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, with remittances to Unit Owners and their mortgages being payable jointly to them. This is a covenant for the benefit of any mortgage for any Unit and may be enforced by such mortgage.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, with remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgage.

Section 6. Association as Agent. The Association is irrevocably appointed as agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property to adjust all claims for property damage less than One Thousand (\$1,000.00) Dollars, arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims. The Association is irrevocably appointed agent for each Unit Owner and for each owner of any other interest in the Condominium property to adjust all claims for property damage in excess of One Thousand (\$1,000.00) Dollars arising under insurance policies purchased by the Association. For all such claims in excess of One Thousand (\$1,000.00) Dollars, the Association is authorized to execute and deliver releases and to accept claims for the Unit Owners and for the owners of any other interest in the Condominium property, provided the Association has the consent of all approved mortgagees. This provision shall not be construed to confer upon the Association any authority with regard to any claims which a Unit Owner may have for personal injury.

Section 7. Unit Owners Insurance. The Association shall not be responsible for any insurance coverage on any Land Based Units which are not considered as either general or limited common elements. The Land Based Unit Owner shall be responsible for the payment of any and all insurance for loss or damage by fire, and other hazards covered by standard extended coverage endorsement.

In the event that the Land Based Units continue to use the premises for commercial purposes, they shall comply with any and all requirements for Workmen's

compensation, and other insurance so as to indemnify the Association against any and all liability that may be incurred as a result of operation of a commercial business on the premises.

ARTICLE VIII USE RESTRICTIONS

In order to provide for the congenial occupancy of the property and for the protection of the values of the Units, the use of the property shall be restricted. The Land Based Units, and Unit G-1 as shown on Exhibit B shall not be subject to said restrictions, and said Units shall not be restricted in their use. The owners, thereof, its successors, assigns, servants, agents, guests, invitees, customers, lessees, and licensees, thereof, are hereby accorded the right to use the Units in any commercial manner, subject to laws, rules, and regulations of all governmental authorities having jurisdiction over the Unit. The remainder of the Boat Slip Units shall be restricted to and shall be in accordance with the following provisions:

1. Boat Slip Units. - Each Boat Slip Unit shall be used only as a mooring and dockage for boats and accessory uses as related thereto. Boat chartering and Boat Slip Units shall be permitted uses of each slip. Any other commercial use must be approved by the Board of Directors.

2. General Common Elements and Limited Common Elements. - The general common elements and limited common elements shall be used for the purpose for which they are intended.

3. Nuisances. - No nuisances shall be allowed upon the Condominium property, nor any use or practice that is the source of annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the property by its owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit to make any use of the common elements that will increase the cost of insurance upon the Condominium property.

4. Lawful Use. - No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

5. Leasing. - There shall be no restrictions on Leasing. Each owner shall be responsible for the acts of his Lessee, however, in the event that any Lessee of a Unit Owner shall violate any provisions of the Act, Declaration, or By-Laws, and rules and regulations of the Marina as determined by the Council of Unit Owners, and more than one Unit Owner shall complain about said Lessee, the Association shall have the right to terminate said lease and order the Lessor to cancel any and all contracts with said Lessee.

6. Minors. - There shall be no age restrictions imposed against users of the premises of the Condominiums, provided that such minors are closely supervised and are not allowed to become a nuisance to other owners.

7. Animals. - Dogs, cats, or other pets may be kept or maintained on the premises of the Condominium, provided that such pets are closely supervised and are not allowed to become a nuisance to other owners.

8. Advertising. - No advertisements or notices of any type shall be erected upon the common elements. Provided, however, the Board of Directors in their regulations may vary this requirement. The owner may display his name, insignia and flag to distinguish his Unit.

9. Regulations. - Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors, however, the use by the Land Based Units, as previously mentioned, may not be amended to restrict the use of said Units or to restrict the activity of said Units. Copies of such regulations and amendments shall be furnished by the Association to all Unit Owners of the Condominium.

10. Proviso. - Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Units of the Condominium, neither the owners nor the Association nor the use of the Condominium property shall interfere with the completion of the contemplated improvements and sale of the Units. Developer may make such use of the unsold Units and common areas as may facilitate such completion and sale, including but not limited to the showing of the property and the display of signs.

11. Dock Boxes. - All Dock boxes or other appurtenances of each Unit shall not intrude into the common elements and shall not be permanent in nature except as authorized by the Board of Directors. Further, access for repairs and service shall be maintained at all times.

12. Winter Storage. - The owners of the Units L2, L3, and L4 shall be permitted to repair boats in the parking lot area, without restriction, from October 15 through May 15, and shall be permitted to store boats in designated areas as set forth on Exhibit B, year round. Boat storage and repairs shall be controlled by Unit L2. The Council of Unit Owners may contract with L2 for yearly storage by Unit Owners.

13. Vehicles. - No junk vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the common elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the common elements.

14. Overnight Parking. - Any Unit Owner who intends to leave their vehicle parked overnight, somewhere in the common element, must see that it is parked toward the back of the parking lot, so as not to interfere with those Unit Owners who are using the parking lot on a day-to-day basis.

15. Structure. - No structure of a temporary character, trailer, tent, shack, barn, or other outbuildings shall be maintained on any common element at any time, savings and excepting the buildings that are presently there.

16. Boat Repair. - The owners of the Units L2, L3 and L4 shall be permitted to use the limited common areas, referred to as the parking lot areas for purposes of boat repair on a year round basis so long as there is adequate parking for the Boat Slip Unit Owners who are using their Unit from time to time. They shall also be

permitted to use the area on the northwest side of the parking lot, behind the swimming pool, for boat storage on a year-round basis.

17. Unit Insurance. - Each Condominium slip owner must provide proof of insurance upon request by the Council of Unit Owners or any vessel occupying any boat slip. Said insurance must be pursuant to the rules and regulations of the Association. Each Land Based Unit Owner must provide proof of insurance upon request from the Council of Unit Owners, on their specific Land Based Unit, pursuant to the rules and regulations of the Association.

18. Riparian Rights. - No Unit Owner may do anything to impede the free flow of water in the West River or anywhere within the basin area or around the docks. Individuals who are using said waters as a result of a license which has been granted by the Corps of Engineers. Said license is a permanent license which has been given to the land owners as a result of the docks which have been built adjacent to the land, and any impeding of the flow of waters would be a violation of the use of said license. Unit Owners are permitted to have their boats in the water but shall not build anything which would impede the flow of water.

ARTICLE IX MORTGAGES

Section 1. Notice to Board. A Unit Owner who mortgages his Unit, shall notify the Board through the Managing Agent of the name and address of his mortgagee. The Board shall maintain suitable records pertaining to such mortgages.

Section 2. Notice of Unpaid Assessments. The Board whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid assessments for Common Expenses due from, or any other default by, the owner of the mortgaged Unit.

Section 3. Notice of Default. The Board shall give written notice to a Unit Owner of any default by the Unit Owner in the performance of any obligations under the Act, Declaration or these By-Laws, and, if such default is not cured within sixty (60) days, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board.

Section 4. Examination of Books. Each mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month.

Section 5. "Mortgagee" and "Mortgage". As used in this Article and generally in the Declaration and By-Laws, the term "mortgagee" includes the holder of a note secured by a deed of trust or mortgage encumbering a Unit and recorded among the Land Records of Anne Arundel County, Maryland, and the term "mortgage" includes any deed of trust recorded among the said Land Records.

ARTICLE X SALES AND MORTGAGES OF UNITS

Section 1. Sales. A Unit Owner may sell his Unit or any interest therein without the consent of the Association.

** Amended
this section
deleted
new section
with H61 -
(* see Amendment)*

Section 2. No Severance of Ownership. Except as may be provided in the Act, no Unit Owner shall execute any lease, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the appurtenant common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such lease, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant common elements of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant common elements of all units.

Section 3. Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest shall give to the Association notice of such intention together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require.

Section 4. Lease. A Unit Owner intending to make a bona fide lease of his Unit or any interest in it for more than three months shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

Section 5. Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice, may void the transaction and disapprove of the present ownership or possessor.

Section 6. Right of First Refusal. The Declarant is hereby granted the right of first refusal to purchase any slip intended for sale by being permitted to pay the same amount for the said Unit as the Unit Owner has been offered by a third party, so long as said offer is a bona fide offer.

*Amended
DELETED IN FULL*

**ARTICLE XI
RULES AND REGULATIONS**

Section 1. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium and By-Laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

Section 2. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit owner shall pay the Association the amount of any increase in its Insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit Owner.

Section 3. Costs and Attorneys Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration of Condominium, the By-Laws or the regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

Section 4. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provisions of the Condominium Act, this Declaration, the By-Laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE XII **CONDEMNATION**

In the event of a taking in condemnation (or by purchase in lieu thereof) of a Unit or any part thereof or of a part or all of the common elements, the award made for such taking or purchase shall be distributed in accordance with Section 11-112 of the Act.

ARTICLE XIII **RECORDS AND AUDITS**

Section 1. Records. The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Association, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid, if any.

Section 2. Audits. An annual report of the receipts and expenditures of the Association shall be rendered by the Board of Directors to all Unit Owners and to all mortgagees of the Units who have requested the same within ninety (90) days after the end of each fiscal year. If Directed by the Board of Directors or if requested by the owners of twenty-five percent (25%) or more of the Units, such report shall be prepared and certified by independent, certified public accountants retained by the Board. The cost of such report shall be charged by the Board. The cost of such report shall be charged by the Board of Directors as a general common expense.

ARTICLE XIV **AMENDMENTS**

Section 1. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium and the By-Laws of the Association may be amended in the following manner:

A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. Resolution. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by members of the Association. Directors and members not present in person or by proxy at the

meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Provided, however, such amendment shall not change the configuration or size of any Unit in any material fashion or materially alter or modify the appurtenances to such Unit, nor change the proportion or percentage by which the owner of a Unit shares the common expenses and owns the common surplus, unless the record owner thereof shall join in the execution of the amendment. All amendments must be approved by the entire membership of the Association and all mortgages.

C. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Land Records of Anne Arundel County, Maryland.

ARTICLE XV TERMINATION

Section 1. Destruction. If it is determined in the manner elsewhere provided that the Docks shall not be reconstructed because of major damage, the Condominium plan of ownership will be terminated without agreement pursuant to the provisions of Section 11-111(c) of the Condominium Act.

Section 2. Agreement. The Condominium may be terminated at any time by the approval in writing of all record owners of Unit and all record owners of mortgages on Units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than seventy-five (75%) percent of the common elements, and of the record owners of all mortgages upon the Units, are obtained in writing not later than 30 days from the date of such meeting then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the 60th day from date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

A. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail each to the record owners of the Units to be purchased an agreement to purchase, signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units are owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

B. Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the seller and one of whom shall be appointed by the purchaser, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

C. Payment. The purchase price shall be paid in cash.

D. Closing. The sale shall be closed with ten (10) days following the determination of the sale price.

Section 3. Individual Dock. If the property destroyed is a dock, (or limited common element) the decision to terminate shall be made by the Unit Owners on said dock, subject to acceptance by the Board of Directors. In the event termination of the dock takes place, the procedures shall be the same as for termination of the Condominium as a whole.

Section 4. Land Based Units. If the property destroyed is building which is individually owned on the land, the decision to terminate shall be made by the Unit Owner of said building, subject to acceptance by the Board of Directors. In the event termination of the Unit takes place, the procedures shall be the same as for termination of the Condominium as a whole.

Section 5. Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a Certificate of the Association executed by its president and secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Land Records of Anne Arundel County, Maryland.

Section 6. Shares of Owners After Termination. After termination of the Condominium the Unit Owners shall own the Condominium property and all assets of the Association as owners in common in undivided shares in the common elements appurtenant to the owner's Unit prior to the termination.

ARTICLE XVI MISCELLANEOUS

Section 1. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires, and vice versa.

Section 4. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. Amendments to By-Laws. Except as elsewhere herein or in the Declaration provided otherwise, these By-Laws may be modified or amended by the vote of seventy-five percent (75%) in voting interest of all Unit Owners at a meeting of the Association duly held for such purpose.

Amended to: 6/6/13 (copy to Amendment)

Section 6. Conflicts. In case any part of these By-Laws conflict with the Act and/or the Declaration, the provisions of the Act and/or Declaration, as the case may be, shall control.

Section 7. Resident Agent. David W. Shineman, West River Yacht Harbour, Galesville, Maryland, shall be designated as the person authorized to accept service of process in any action relating to the Council, or which arises through any cause relating to the common elements as authorized under Section 11-116 of the Act. Such resident agent is a citizen and actual resident of the State of Maryland.

Section 8. Manner of Notice. Whenever any notice is required to be given under the provisions of applicable statutes or of the Declaration or these By-Laws to any mortgagee, director or Unit Owner, it shall not be construed to require personal notice but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a post-paid sealed wrapper, addressed to such mortgagee, director or Unit Owner at such address as appears on the books of the Condominium, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

IN WITNESS WHEREOF, the Declarant has caused this writing to be executed and delivered in its name on the 1st day of June, 1981.

ATTEST:

West River Yacht Harbour Associates

By: David W. Shineman
David W. Shineman, General Partner

STATE OF Maryland)
COUNTY OF Prince Georges)

TO WIT:

I HEREBY CERTIFY that on this day before me an officer duly authorized to administer oath and take acknowledgements, personally appeared David W. Shineman, General Partner of West River Yacht Harbour Associates, who, upon being duly sworn, acknowledged that he executed the foregoing By-Laws of the Condominium for the use and purposes set forth therein.

WITNESS my hand and Notarial Seal this 1st day of June, 1981.

James L. J. [Signature]
Notary Public

My Commission Expires: July 1, 1982

**PERCENTAGE INTEREST/CONDOMINIUM SLIP PRICES/
ESTIMATED ANNUAL EXPENSE FIRST YEAR OPERATION**

The tables below indicate, in column 2, the percentage interest of each Unit in the common elements and common profits of the Condominium. Column 3, refers to percentage of expenses of each of the Boat Slip Units and the Gas Dock Unit for the Condominium fees. Column 4 is the estimated first year expenditure for each Unit based upon the budget set forth hereafter in Exhibit F. All Condominium fees for year one are estimated based upon calculations by the Declarant.

| <u>Unit</u> | <u>% Interest in Common Elements</u> | <u>% of Common Expense Per Unit</u> | <u>Est. Condo Fee Year 1 Per Unit</u> |
|-------------|--|---|---|
| AO2 | .54945% | .2746 | 237.78 |
| AO3 | .54945% | .2746 | 237.78 |
| AO4 | .54945% | .2746 | 237.78 |
| AO5 | .54945% | .3070 | 265.83 |
| AO6 | .54945% | .3070 | 265.83 |
| AO7 | .54945% | .3070 | 265.83 |
| AO8 | .54945% | .3070 | 265.83 |
| AO9 | .54945% | .3070 | 265.83 |
| AO10 | .54945% | .3070 | 265.83 |
| AO11 | .54945% | .3070 | 265.83 |
| AO12 | .54945% | .3070 | 265.83 |
| AO13 | .54945% | .3070 | 265.83 |
| AO14 | .54945% | .3070 | 265.83 |
| AO15 | .54945% | .3070 | 265.83 |
| AO16 | .54945% | .3070 | 265.83 |
| AO17 | .54945% | .3070 | 265.83 |
| AO18 | .54945% | .3070 | 265.83 |
| AO19 | .54945% | .3070 | 265.83 |
| AO20 | .54945% | .3070 | 265.83 |
| AO21 | .54945% | .3070 | 265.83 |
| AO22 | .54945% | .3716 | 321.77 |
| AO23 | .54945% | .3716 | 321.77 |
| AO24 | .54945% | .3716 | 321.77 |
| AO25 | .54945% | .3716 | 321.77 |
| AO26 | .54945% | .3716 | 321.77 |
| B2 | .54945% | .3393 | 300.82 |
| B3 | .54945% | .4509 | 377.70 |
| B4 | .54945% | .4509 | 377.70 |
| B5 | .54945% | .4847 | 419.70 |
| B6 | .54945% | .4847 | 419.70 |
| B7 | .54945% | .4847 | 419.70 |
| B8 | .54945% | .4847 | 419.70 |
| B9 | .54945% | .5331 | 461.61 |
| B10 | .54945% | .5331 | 461.61 |
| B11 | .54945% | .5331 | 461.61 |
| B12 | .54945% | .5331 | 461.61 |
| B13 | .54945% | .5331 | 461.61 |

(old)
This
was amended.
w/ Bankruptcy. 1990.

| <u>Unit</u> | <u>% Interest in Common Elements</u> | <u>% of Common Expense Per Unit</u> | <u>Est. Condo Fee Year 1 Per Unit</u> |
|-------------|--|---|---|
| B14 | .54945% | .5331 | 461.61 |
| B15 | .54945% | .5331 | 461.61 |
| B16 | .54945% | .5331 | 461.61 |
| B17 | .54945% | .5654 | 489.58 |
| B18 | .54945% | .5654 | 489.58 |
| B19 | .54945% | .5654 | 489.58 |
| B20 | .54945% | .5654 | 489.58 |
| B21 | .54945% | .5654 | 489.58 |
| B22 | .54945% | .5654 | 489.58 |
| B23 | .54945% | .5654 | 489.58 |
| B24 | .54945% | .5654 | 489.58 |
| B25 | .54945% | .5654 | 489.58 |
| B26 | .54945% | .5654 | 489.58 |
| B27 | .54945% | .5977 | 517.55 |
| B28 | .54945% | .5977 | 517.55 |
| B29 | .54945% | .5977 | 517.55 |
| B30 | .54945% | .5977 | 517.55 |
| B31 | .54945% | .5977 | 517.55 |
| B32 | .54945% | .5977 | 517.55 |
| B33 | .54945% | .5977 | 517.55 |
| B34 | .54945% | .5977 | 517.55 |
| B35 | .54945% | .5977 | 517.55 |
| B36 | .54945% | .5977 | 517.55 |
| B37 | .54945% | .5977 | 517.55 |
| B38 | .54945% | .5977 | 517.55 |
| B39 | .54945% | .6301 | 545.60 |
| B40 | .54945% | .6301 | 545.60 |
| B41 | .54945% | .6301 | 545.60 |
| B42 | .54945% | .6301 | 545.60 |
| B43 | .54945% | .6301 | 545.60 |
| B44 | .54945% | .6301 | 545.60 |
| B45 | .54945% | .6301 | 545.60 |
| B46 | .54945% | .6301 | 545.60 |
| B47 | .54945% | .6301 | 545.60 |
| B48 | .54945% | .6301 | 545.60 |
| B49 | .54945% | .6624 | 573.57 |
| B50 | .54945% | .6624 | 573.57 |
| B51 | .54945% | .6624 | 573.57 |
| B52 | .54945% | .6624 | 573.57 |
| B53 | .54945% | .6624 | 573.57 |
| B54 | .54945% | .6624 | 573.57 |
| B55 | .54945% | .6624 | 573.57 |
| B56 | .54945% | .6624 | 573.57 |
| C1, C1A | .54945% | .6624 | 573.57 |
| C2 | .54945% | .5977 | 517.55 |
| C3 | .54945% | .3716 | 321.77 |
| C4 | .54945% | .5977 | 517.55 |
| C5 | .54945% | .3716 | 321.77 |
| C6 | .54945% | .5977 | 517.55 |
| C7 | .54945% | .3716 | 321.77 |

| <u>Unit</u> | <u>% Interest in Common Elements</u> | <u>% of Common Expense Per Unit</u> | <u>Est. Condo Fee Year 1 Per Unit</u> |
|-------------|--|---|---|
| C8 | .54945% | .5977 | 517.55 |
| C9 | .54945% | .3716 | 321.77 |
| C10 | .54945% | .5977 | 517.55 |
| C11 | .54945% | .4362 | 377.70 |
| C12 | .54945% | .5977 | 517.55 |
| C13 | .54945% | .4362 | 377.70 |
| C14 | .54945% | .5977 | 517.55 |
| C15 | .54945% | .4362 | 377.70 |
| C16 | .54945% | .5977 | 517.55 |
| C17 | .54945% | .4362 | 377.70 |
| C18 | .54945% | .5977 | 517.55 |
| C19 | .54945% | .4362 | 377.70 |
| C20 | .54945% | .5977 | 517.55 |
| C21 | .54945% | .4362 | 377.70 |
| C22 | .54945% | .5977 | 517.55 |
| C23 | .54945% | .5977 | 517.55 |
| C24 | .54945% | .5977 | 517.55 |
| C25 | .54945% | .5977 | 517.55 |
| C26 | .54945% | .5977 | 517.55 |
| C27 | .54945% | .5977 | 517.55 |
| C28 | .54945% | .5977 | 517.55 |
| C29 | .54945% | .5977 | 517.55 |
| C30 | .54945% | .5977 | 517.55 |
| C31 | .54945% | .5977 | 517.55 |
| C32 | .54945% | .5977 | 517.55 |
| C33 | .54945% | .5977 | 517.55 |
| C34 | .54945% | .5977 | 517.55 |
| C35 | .54945% | .5977 | 517.55 |
| C36 | .54945% | .5977 | 517.55 |
| C37 | .54945% | .5977 | 517.55 |
| C38 | .54945% | .5977 | 517.55 |
| C39 | .54945% | .5977 | 517.55 |
| C40 | .54945% | .6301 | 545.60 |
| C41 | .54945% | .6301 | 545.60 |
| C42 | .54945% | .6301 | 545.60 |
| C43 | .54945% | .6301 | 545.60 |
| C44 | .54945% | .6301 | 545.60 |
| C45 | .54945% | .6301 | 545.60 |
| C46 | .54945% | .6301 | 545.60 |
| C47 | .54945% | .6301 | 545.60 |
| C48 | .54945% | .6301 | 545.60 |
| C49 | .54945% | .6301 | 545.60 |
| C50 | .54945% | .6301 | 545.60 |
| C51 | .54945% | .6624 | 573.57 |
| C52 | .54945% | .6624 | 573.57 |
| C53 | .54945% | .6624 | 573.57 |
| C54 | .54945% | .6624 | 573.57 |
| C55 | .54945% | .6624 | 573.57 |
| C56 | .54945% | .6624 | 573.57 |

| <u>Unit</u> | <u>% Interest in Common Elements</u> | <u>% of Common Expense Per Unit</u> | <u>Est. Condo Fee Year 1 Per Unit</u> |
|-------------|--|---|---|
| C57 | .54945% | .6624 | 573.57 |
| C58 | .54945% | .6624 | 573.57 |
| C59 | .54945% | .6624 | 573.57 |
| C60 | .54945% | .6624 | 573.57 |
| C61 | .54945% | .6624 | 573.57 |
| C62 | .54945% | .6624 | 573.57 |
| C63 | .54945% | .6624 | 573.57 |
| C65 | .54945% | .6624 | 573.57 |
| E1 | .54945% | .4039 | 349.74 |
| E2 | .54945% | .4039 | 349.74 |
| E3 | .54945% | .4039 | 349.74 |
| E4 | .54945% | .4039 | 349.74 |
| E5 | .54945% | .4039 | 349.74 |
| E6 | .54945% | .4039 | 349.74 |
| E7 | .54945% | .4039 | 349.74 |
| E8 | .54945% | .4039 | 349.74 |
| A1 | .54945% | .8239 | 713.41 |
| A2 | .54945% | .7593 | 657.48 |
| A3 | .54945% | .7593 | 657.48 |
| A4 | .54945% | .7593 | 657.48 |
| A5 | .54945% | .7593 | 657.48 |
| A6 | .54945% | .7593 | 657.48 |
| A7 | .54945% | .7593 | 657.48 |
| A8 | .54945% | .7593 | 657.48 |
| A9 | .54945% | .7593 | 657.48 |
| A10 | .54945% | .8239 | 713.41 |
| A11 | .54945% | .8239 | 713.41 |
| A12 | .54945% | .8239 | 713.41 |
| A13 | .54945% | .8239 | 713.41 |
| A14 | .54945% | .8239 | 713.41 |
| A15 | .54945% | .8885 | 769.35 |
| A16 | .54945% | .8885 | 769.35 |
| A17 | .54945% | .8885 | 769.35 |
| A18 | .54945% | .8885 | 769.35 |
| A19 | .54945% | .8885 | 769.35 |
| AT1 | .54945% | .4685 | 405.67 |
| AT2 | .54945% | .5331 | 461.61 |
| CT1 | .54945% | .6947 | 601.54 |
| CT2 | .54945% | .6947 | 601.54 |
| ET1 | .54945% | .4362 | 377.70 |
| G-1 | .54945% | 1.0016 | 867.28 |

PERCENTAGE INTEREST/CONDOMINIUM LAND BASED UNITS/
ESTIMATED ANNUAL PERCENTAGE OF FIRST YEAR
OPERATING EXPENSES

| <u>Unit #</u> | <u>% of Common Element</u> | <u>% of Land Based Expense</u> | <u>Est. Condo Fee Year 1 Per Unit</u> |
|---------------|------------------------------------|--|---|
| L1 | .54945% | 20% | \$715.00 |
| L2 | .54945% | 20% | 715.00 |
| L3 | .54945% | 20% | 715.00 |
| L4 | .54945% | 20% | 715.00 |
| L5 | .54945% | 20% | 715.00 |

ESTIMATED OPERATING BUDGET FOR
LAND BASED UNITS

1. Set forth on Exhibit F

**AMENDMENT NUMBER ONE TO BY-LAWS
OF WEST RIVER YACHT HARBOUR
A CONDOMINIUM MARINA**

WHEREAS there is an inconsistency in Article XIV, Section 1b of the By-Laws of the Condominium with Article XVI, Section 5 of said By-Laws, the Condominium Association, and all of its Unit Owners, hereby agree, by unanimous consent, to amend Article XIV, Section 1b from the present language which reads, "all amendments must be approved by the entire membership of the Association and all mortgages", to read

"All amendments must be approved by the vote of seventy five (75%) percent in voting interest of all Unit Owners at a meeting of the Association duly held for such purposes".

The above amendment, having been read, offered, seconded and unanimously adopted, it is agreed that said amendment will be recorded among the Land Records of Anne Arundel County, as is required by the By-Laws and that David W. Shineman shall sign on behalf of the Association.

A copy of this document has been signed in counterparts by all Association Owners and authority has been granted to allow only one (1) original, as signed by David W. Shineman, to be recorded among the Land Records of Anne Arundel County.

Council of Unit Owners of West River
Yacht Harbour Marina Condominium

David W. Shineman
By: David W. Shineman, President

I HEREBY CERTIFY that on the 3rd day of April, 1981, before me the subscriber a Notary Public in and for the above jurisdiction, personally appeared David W. Shineman who had authority to act on behalf of the Council of Unit Owners, and who is known to me or satisfactorily proven to be the person whose name is subscribed in the within instrument, executed the foregoing instrument for the purposes therein contained.

GIVEN UNTO my hand and official seal 3rd day of April, 1981.



Samuel Brown
Notary Public

My Commission Expires:

7/1/82

RECEIVED RECORDS
CIRCUIT COURT ANNE ARUNDEL COUNTY
1982 JAN 27 PM 1:20
W. GARRETT
BALTIMORE

J.W.
50
65746
#03688 C345 R01 T13:17
JAN 27 82

AMENDMENT NUMBER TWO TO THE DECLARATION AND BY-LAWS OF WEST RIVER YACHT HARBOUR A CONDOMINIUM MARINA

Whereas the Condominium Association, and all its Unit owners, hereby agree, by unanimous consent, to amend Article XI, Section (a) of the Declaration from the present language which reads ... "any amendment or amendments to the By-Laws by seventy-five (75 %) percent affirmative vote (computed in accordance with the voting factors here and before set forth) of the Unit Owners in order for such amendment or amendments to become effective. ", to read

... "any amendment or amendments to the By-Laws by sixty-six and two-thirds percent (66 2/3 %) affirmative vote, computed in accordance with the voting factors here and before set forth, of the Unit Owners in order for such amendment to become effective."

Accordingly, Article XIV, Section 1B of the By-Laws which reads "All amendments must be approved by the entire membership of the Association and all mortgages." is changed to read "All amendments must be approved by sixty-six and two-thirds percent of the Association."

In addition, Article XVI, Section 5 of the By-Laws which reads... "these By-Laws may be modified or amended by the vote of seventy-five percent (75%) in voting interest of all unit owners at a meeting of the Association duly held for such purpose." to read

... these By-Laws may be modified or amended by the vote of sixty-six and two-thirds percent (66 2/3 %) in voting interest of all Unit Owners at a meeting of the Association duly held for such purpose."

RECORD FEE 12.00
POSTAGE 50
#18309 C055 R02 115:0

It is agreed that the above amendments, having been read, offered, seconded and unanimously voted, will be recorded among the Land Records of Anne Arundel County, as is required by the By-Laws and that M. Catherine Miller shall sign on behalf of the Association. Authority has been granted to allow only one (1) original, as signed by M. Catherine Miller, to be recorded among the Land Records of Anne Arundel County.

MAR 26 86

Council of Unit Owners of West River Yacht Harbour Marina Condominium

M. Catherine Miller
By: M. Catherine Miller, President

DISTRICT OF COLUMBIA:

I HEREBY CERTIFY that on this 21ST day of March 1986, before me the subscriber a Notary Public in and for the above jurisdiction, personally appeared M. Catherine Miller who had authority to act on behalf of the Council of Unit Owners, and who is known to me or satisfactorily proven to be the person whose name is subscribed in the within instrument, executed the foregoing instrument for the purposes therein contained.

GIVEN UNTO my hand and official seal this 21ST day of March, 1986.

[Signature]
Notary Public

My Commission Expires:

4/14/87

Mail to

R. Kwoy

106611111 26 PM 3:02

BOOK 4043 PAGE 443
AMENDMENT NUMBER THREE TO THE BY-LAWS
OF WEST RIVER YACHT HARBOUR
A CONDOMINIUM MARINA

Whereas the Condominium Association, and its Unit Owners, hereby agree, by a sixty-six and two-thirds percent (66 2/3 %) requisite majority vote, to amend Article II, Section 11 of the By-Laws which reads "In the event that a person is notified of a meeting, does not attend the meeting, or does not provide a proxy to said meeting, the Secretary of the Board of Directors is hereby granted said proxy of that individual for the specific purpose of voting on the issues of which the Unit Owner was notified, at said specific meeting, and said Secretary may cast a vote on behalf of Unit Owner unless otherwise advised by said Unit Owner. Said proxy shall only be permitted for the specific meeting of which notice is given and on the specific issues for which said notice is given." to read "DELETE"

It is agreed that the above amendments, having been read, offered, seconded and and voted by the requisite 66 2/3 % majority vote, will be recorded among the Land Records of Anne Arundel County, as is required by the By-Laws and that M. Catherine Miller shall sign on behalf of the Association. Authority has been granted to allow only one (1) original, as signed by M. Catherine Miller, to be recorded among the Land Records of Anne Arundel County.

RECORD FEE 12.00
POSTAGE 50
#13809 D055 R02 T1546
MAR 26 86

Council of Unit Owners of West River
Yacht Harbour Marina Condominium

M. Catherine Miller
By: M. Catherine Miller, President

DISTRICT OF COLUMBIA

I HEREBY CERTIFY that on this 21ST day of March 1986, before me the subscriber a Notary Public in and for the above jurisdiction, personally appeared M. Catherine Miller who had authority to act on behalf of the Council of Unit Owners, and who is known to me or satisfactorily proven to be the person whose name is subscribed in the within instrument, executed the foregoing instrument for the purposes therein contained.

GIVEN UNTO my hand and official seal this 21ST day of March, 1986.

J. [Signature]
Notary Public

My Commission Expires:

4/14/89

Mail to *L. Knorr*

1986 MAR 26 PM 3:02

12/10
12/10

AMENDMENT NUMBER FOUR TO BY-LAWS
OF WEST RIVER YACHT HARBOUR
A CONDOMINIUM MARINA

Whereas the Condominium Association, and its Unit Owners, hereby agree, by a sixty-six and two-thirds percent (66 2/3 %) requisite majority vote, to amend Article II, Section 5 of the By-Laws which reads "Hereafter, the annual meetings of the Council shall be held at 8:00 p.m. on the third Tuesday in the month of July of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following.", to read

Thereafter, the annual meetings of the Council shall be held at 10:00 a.m. on the third Saturday in the month of April of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following."

It is agreed that the above amendments, having been read, offered, seconded and unanimously voted, will be recorded among the Land Records of Anne Arundel County, as is required by the By-Laws and that M. Catherine Miller shall sign on behalf of the Association. Authority has been granted to allow only one (1) original, as signed by M. Catherine Miller, to be recorded among the Land Records of Anne Arundel County.

Council of Unit Owners of West River
Yacht Harbour Marina Condominium

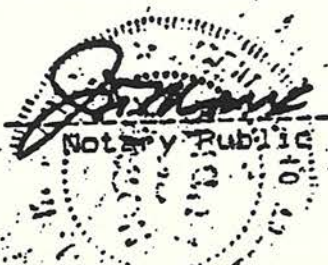
M. Catherine Miller
By: M. Catherine Miller, President

RECORD FEE 12.00
POSTAGE .50
#18610 0055 R02 T1540
MAR 26 8

DISTRICT OF COLUMBIA:

I HEREBY CERTIFY that on this 21ST day of MARCH 1986, before me the subscriber a Notary Public in and for the above jurisdiction, personally appeared M. Catherine Miller who had authority to act on behalf of the Council of Unit Owners, and who is known to me or satisfactorily proven to be the person whose name is subscribed in the within instrument, executed the foregoing instrument for the purposes therein contained.

GIVEN UNTO my hand and official seal this 21ST day of March, 1986.



My Commission Expires:

11/1/87

20:3:02
1986 MAR 26 PM 3:02

AMENDMENT NUMBER FIVE TO BY-LAWS
OF WEST RIVER YACHT HARBOUR
A CONDOMINIUM MARINA

Whereas the Condominium Association, and its Unit Owners, hereby agree, by sixty-six and two-thirds percent (66 2/3%) requisite vote, to amend Article III, Section 2 of the By-Laws which reads "The affairs of the Council shall be governed by a Board of Directors composed of five (5) persons who shall serve without compensation and who shall not necessarily be members of the Council.", to read

"The affairs of the Council shall be governed by a Board of Directors composed of seven (7) persons who shall serve without compensation and who shall not necessarily be members of the Council."

It is agreed that the above amendments, having been read, offered, seconded and unanimously voted, will be recorded among the Land Records of Anne Arundel County, as is required by the By-Laws and that M. Catherine Miller shall sign on behalf of the Association. Authority has been granted to allow only one (1) original, as signed by M. Catherine Miller, to be recorded among the Land Records of Anne Arundel County.

Council of Unit Owners of West River
Yacht Harbour Marina Condominium

M. Catherine Miller
By: M. Catherine Miller, President

RECORDING FEE 12.00
POSTAGE .50
#18611 0055 002 115:0
MAR 26 8

DISTRICT OF COLUMBIA:

I HEREBY CERTIFY that on this 21ST day of March, 1986, before me the subscriber a Notary Public in and for the above jurisdiction, personally appeared M. Catherine Miller who had authority to act on behalf of the Council of Unit Owners, and who is known to me or satisfactorily proven to be the person whose name is subscribed in the within instrument, executed the foregoing instrument for the purposes therein contained.

GIVEN UNTO my hand and official seal this 21ST day of March, 1986.

[Signature]
Notary Public

My Commission Expires:
4/14/87

R. Kiser

1986 MAR 20 PM 3:05

SIXTH AMENDMENT OF THE BY-LAWS OF WEST RIVER YACHT HARBOUR MARINA CONDOMINIUM

EXPLANATORY STATEMENT: On or about July 13, 1981, the original By-Laws of the Council of Unit Owners of West River Yacht Harbour Marina Condominium were recorded among the Land Records of Anne Arundel County, Maryland in Liber 3416, folio 884. These By-Laws were subsequently amended in accordance with a certain Amendment Number One to By-Laws of West River Yacht Harbour A Condominium Marina recorded on or about January 27, 1982 among said Land Records at Liber 3469, folio 2, a certain Amendment Number Two to the Declaration and By-Laws of West River Yacht Harbour A Condominium Marina recorded on or about March 26, 1986 among said Land Records in Liber 4043, folio 442, a certain Amendment Number Three to By-Laws of West River Yacht Harbour A Condominium Marina recorded on or about March 26, 1986 among said Land Records in Liber 4043, folio 443, a certain Amendment Number Four to By-Laws of West River Yacht Harbour A Condominium Marina recorded on or about March 26, 1986 among said Land Records in Liber 4043, folio 444, and a certain Amendment Number Five to By-Laws of West River Yacht Harbour A Condominium Marina recorded on or about March 26, 1986 among said Land Records in Liber 4043, folio 445. The Council of Unit Owners of West River Yacht Harbour Marina Condominium, by the affirmative vote of unit owners having sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) or more of the votes and voting interests of all Unit Owners of said Council of Unit Owners and by the affirmative vote of unit owners owning sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) or more of the percentage interests of the common element ownership of said condominium, now hereby further amends its said By-Laws as hereinafter provided.

NOW THEREFORE as of the 23rd day of February, 1991, the said By-Laws of West River Yacht Harbour Marina Condominium are further amended as follows:

1. Article II of the above-described By-Laws of the Council of Unit Owners of West River Yacht Harbour Marina Condominium is hereby amended by adding a new Section 16 thereto, said new Section 16 to follow the existing provisions of Section 15 of said Article II and to read as follows:

Section 16. Easements, Rights-of-Way, Leases in Excess of One Year, Licenses, and Similar Interests Affecting Common Elements. The Association shall have the authority to grant easements, rights-of-way, licenses, leases in excess of one year, and other similar interests affecting the common elements of the Condominium if the grant is approved by the affirmative vote of Unit Owners having sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) or more of the votes, and with the express written consent of the mortgagees holding an interest in those Units as to which Unit Owners vote affirmatively.

2. Section 2 of Article X of the By-Laws of the Council of Unit Owners of West River Yacht Harbour Marina Condominium is hereby amended by deleting the existing provisions of said Section 2 in full and by inserting, in lieu thereof, the following language:

RECORDED IN ANNE ARUNDEL COUNTY, MD.
APRIL 10, 1991
LIBER 5291 FOLIO 129

Section 2. Severance of Ownership. Except as may be provided in the Act, no Unit Owner shall execute any deed, lease, mortgage or other instrument conveying or encumbering title to his Unit without including therein the appurtenant common elements. Any such deed, lease, mortgage or other instrument purporting to convey or encumber title to a Unit and one or more of such appurtenant common elements without including all common elements appurtenant to the Unit shall be deemed and taken to include the appurtenant common elements so omitted, even though the latter shall not be expressly mentioned or described therein. Notwithstanding the foregoing provisions of this section, any Unit Owner or any group of Unit Owners of Units to which the use of any limited common element is exclusively restricted may grant by deed or lease the exclusive use, or the joint use in common with one or more of the grantors, of that limited common element or all limited common elements appurtenant to the grantor's or grantors' Unit(s) to any one or more Unit Owners or to the Association for such use in common by all Unit Owners of the Condominium as the Board of Directors shall direct. No such grant of limited common elements by deed or lease shall be effective, however, until the grantors furnish a copy of the deed or lease to the Association.

3. Section 6 of Article X of the By-Laws of the Council of Unit Owners of West River Yacht Harbour Marina Condominium is hereby amended by deleting the existing provisions of said Section 6 in full.

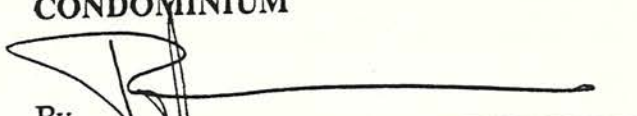
4. Section 7 of Article XVI of the By-Laws of the Council of Unit Owners of West River Yacht Harbour Marina Condominium is hereby amended by deleting the existing provisions of said Section 7 in full and by inserting, in lieu thereof, the following language:

Section 7. Resident Agent: Registration with the State Department of Assessments and Taxation. The Board of Directors shall appoint a resident agent for the Council of Unit Owners and the Condominium who shall be a citizen and actual resident of the State of Maryland. The name or address of the resident agent may be changed by the Board of Directors in the same manner and to the same extent that names and addresses of resident agents may be changed by Maryland corporations. The Council of Unit Owners has the statutory duty to register with the Department of Assessments and Taxation of the State of Maryland and to provide that department annually with a list of the names and addresses of the Condominium's officers, directors, resident agent and managing agent.

The foregoing amendments shall take effect immediately.

ATTEST:

COUNCIL OF UNIT OWNERS OF WEST RIVER YACHT HARBOUR MARINA CONDOMINIUM

By 
Philip Ulzheimer
President


Secretary

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY that on the 23rd day of February, 1991, I was the President of West River Yacht Harbour Marina Condominium and that, by virtue of said office, I was then the person specified by the By-Laws and the Board of Directors of said condominium to count votes at all meetings of the Council of Unit Owners of West River Yacht Harbour Marina Condominium. I further certify that the foregoing Sixth Amendment of the By-Laws of West River Yacht Harbour Marina Condominium was on that date approved by the affirmative vote of unit owners of said condominium having sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) or more of the votes and voting interests of all Unit Owners of said Council of Unit Owners (and at least sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the percentage interests of the common elements of said condominium) at a meeting of said Council of Unit Owners for which due written notice was provided to each unit owner in said condominium.

AS WITNESS my hand and seal.

ATTEST:

 (SEAL)

Philip Ulzheimer
President
Council of Unit Owners of West River Yacht Harbour Marina Condominium



Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 18th day of MARCH, 1991, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared
PHILIP ULZHEIMER

who is known to me to be the person whose name is subscribed to the foregoing Certificate of Approval and said person made oath in due form of law that the matters and facts stated in said Certificate of Approval are true and said person acknowledged the execution of the foregoing Sixth Amendment of the By-Laws of West River Yacht Harbour Marina Condominium as the act and deed of the Council of Unit Owners of West River Yacht Harbour Marina Condominium.

AS WITNESS my signature and notarial seal.


Notary Public Marsha E. Lasley
My commission expires: August 1, 1993 .

BK 27791 PG 378

**AMENDMENT NUMBER SEVEN TO THE BY LAWS OF
WEST RIVER YACHT HARBOUR MARINA CONDOMINIUM ASSOCIATION**

Whereas the Condominium Association, and its Unit Owners hereby agree, by a sixty-six and two-thirds percent (66 2/3 %) requisite majority vote to amend that section of Article II, Section 5 of the By laws, as amended by Amendment Number Four to By-Laws dated March 21, 1986, which now reads: *Liber 4043, page 444*

“Thereafter, the annual meetings of the Council shall be held at 10:00 a.m. on the third Saturday in the month of April of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following-.”

Thereafter, the annual meetings of the Council shall be held on any one Saturday (to be determined by the Board of Directors) during the month of May at 10:00 a.m. of each succeeding year.

It is agreed that the above amendments, having been read, offered, seconded and voted upon affirmatively, will be recorded among the Land Records of Anne Arundel County, as is required by the By Laws and that Joseph Amato, WRYH President, shall sign on behalf of the Association. Authority has been granted to allow only one (1) original, as signed by Joseph Amato, to be recorded among the Land Records of Anne Arundel County.

Council of Unit Owners of West River
Yacht Harbour Marina Condominium

By: 
Joseph Amato, President

IN WITNESS WHEREOF, the Council of Unit Owners of West River Yacht Harbour Marina Condominium has caused these presents to be signed in its name and on its behalf by its President and its corporate seal to be hereunder affixed and attested by its Secretary on this 24 day of October, 2014, and its President acknowledges that this Amendment to Bylaws is the act and deed of the Council of Unit Owners of West River Yacht Harbour Marina Condominium, and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.



2014 NOV 12 P 12

OLD

THIS WAS AMENDED

LIBER 3416 PAGE 866

**DECLARATION ESTABLISHING A CONDOMINIUM REGIME
TO BE KNOWN AS
WEST RIVER YACHT HARBOUR, A CONDOMINIUM MARINA**

THIS DECLARATION, establishing a Condominium made and entered into this 1st day of June, 1981 by West River Yacht Harbour Associates (hereinafter and in the exhibits attached hereto called the "Declarant"), their successors and assigns.

WHEREAS, the Declarant is the owner in fee simple of certain land and premises, Docks, boat slips, and buildings constructed or to be constructed thereon and all appurtenances thereto (hereinafter called the "Property") located in Anne Arundel County, State of Maryland, and more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS Declarant desires to establish a Condominium by submitting the lands described in the attached Exhibit and improvements on such lands to the Condominium form of ownership and use in the manner provided in Real Property Article, Title 11, Section 11101, et. sec., of the Annotated Code of Maryland (hereinafter called the "Act"). This is a commercial Condominium for boat dockage, marina operations, and other commercial endeavors as set forth hereafter. Declarant, by this Declaration, establishes a Condominium regime, and accordingly a plan for the individual ownership of segments of the property consisting of Units as defined below, and the ownership by the individual owner of each Unit, with the owners of a specified number of other Units, as specified in Exhibit D & E attached hereto of an undivided percentage interest in the limited common element pertinent to the dock or docks, or land, on which the respective Unit is located and with the owners of all the other Units as hereinafter set forth, of an undivided percentage interest of all of the remaining real property, including Units, which in hereinafter referred to as the "General Common Elements".

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That the Declarant, its successors and assigns do hereby expressly establish and Declare the following:

**ARTICLE I
DEFINITIONS**

RECORD FEE 157.00
#34036 C345 R01 T14:39
JUN 19 81

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

- (a) "Act" means the Horizontal Property Act, Title 11, Real Property Article, Annotated Code of Maryland, as amended.
- (b) "Board of Directors" means the persons elected as such in accordance with the By-Laws.
- (c) "Buildings" means the commercial structures and other improvements now or hereinafter erected on the land.
- (d) "By-Laws" means those attached hereto as Exhibit C as amended from time to time.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1981 JUN 19 PM 2:42
W. GARRETT LARRIMORE
CLERK



- (e) "Common Elements" - means all of the Condominium except the Units.
- (f) "General Common Elements" means all the Common Elements except the Limited Common Elements.
- (g) "Limited Common Elements" - means those common elements identified in the Declaration or on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners. The limited common elements are divided as follows:
- (1) "Limited Common Elements for Boat Slip Units" shall comprise and include without limitation all structural components of a dock including the bulkheads towards the water, not included in the Unit, the lavatory building intended for the use of the dock or docks assigned to it, and such other areas as shall be designated limited common elements for boat slips on Exhibit B attached hereto. The limited common elements for boat slips and the dock or docks to which their uses restricted are more particularly shown in Exhibit B.
- (2) "Limited Common Elements for Land Based Units" shall comprise and include, without limitation, all structural components from the land side of the bulkhead through the complete land structures, the lavatory buildings intended for the use of the Land Based Units; all parking areas intended for the use of Land Based Units, and such other areas as shall be designated limited common elements for Land Based Units on Exhibit B attached hereto. The limited common elements for Land Based Units and the buildings to which their use is restricted are more particularly shown on Exhibit B.
- (h) "Condominium" means the property having the status of a Condominium pursuant and as defined in the Act.
- (i) "Council of Unit Owners" means the unincorporated entity comprised of all Unit Owners.
- (j) "Declarant" shall mean and refer to West River Yacht Harbour Associates and his successors and assigns to whom the special rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred in writing.
- (k) "Association" means West River Yacht Harbour Condominium Association, its successors and assigns.
- (l) "Unit" means a three-dimensional area as described below and shown on the Condominium Plat. The Units shall be divided into three types; Boat Slip Units, Land Based Units, and Gas Dock Unit. A Unit may include two or more spaces.
- (m) "Unit Owner" means owner of a boat slip, boat dockage, commercial Unit, or other Unit as defined herein. A mortgagee as such, may not be deemed a Unit Owner.
- (n) "Restricted Use" those portions of the limited common elements for Boat Slip Units and for Land Based Units, as defined above, hereof allocated to a specific dock, docks, or commercial Unit, as shown on Exhibit B are hereby set aside and allocated for the restricted or limited use of said respective Unit Owner.

(o) "Percentage Interest" means undivided interest of each Unit Owner as set forth in Exhibits D & E, with respect to the common elements of the Condominium, the limited common elements of the Condominium, and the common profits and common expenses of the Council of Unit Owners. An undivided interest shall be conveyed with each respective Unit and may not be changed other than by and with the approval of all of the Unit Owners. Declarant, its successors and assigns, and grantees, covenant and agree that the undivided interest in the common elements and the titles to the respective Units conveyed therewith, shall not be separated or separately conveyed, and each such Unit shall be deemed to be conveyed or encumbered with its respective undivided interest in the common elements even though the description in the instrument of conveyance or encumbrance may refer only to the title of the Unit.

(p) "Parking" is shown on the attached Plats as one large paved parking area with the appropriate number of parking spaces allocated pursuant to County regulations. As noted in the attached exhibits, the parking area is a limited common element for the Land Based Unit, with a permanent easement by the Boat Slip Units; the expenses for the parking shall be the shared expense of the Land Based Unit Owners and the Boat Slip Unit Owners, as set forth hereafter in the By-Laws. The use is dedicated to the Association for parking by Boat Slip Unit Owners and the Land Based Unit Owners.

(q) "Docks" are the extensions from the bulkhead. There are four docks or piers which include one-hundred seventy-six Boat Slip Units and one fuel dock Unit.

(r) "Land Based Units" are all those Units located upon the land which are shown as L1, L2, L3, L4 and L5 on Exhibit B. There are five Land Based Units which include a restaurant, boatel, ship store, office building, and repair building.

(s) "Gas Docks" is a Unit located at the end of pier B and for purposes of this Declaration and By-Laws, shall be considered on an equal status as each Land Based Unit, for commercial purposes only. The expenses of the gas dock Unit Owner, hereinafter to G-1, shall be based upon the same percentage expenses as paid by the Boat Slip Unit Owners as shown on Exhibit D.

(t) "Sheds" are those areas shown on Exhibit B designating shed 1, 2, 3, 4, paint building 5, gas tanks, and walk-in boxes, which shall be limited common elements, but reserved for the restricted use of Unit L1 with the obligation of L1 to be solely responsible for the maintenance and repair and rebuilding of those improvements.

(u) "Patio" is that area adjacent to L1 and reserved for the exclusive and restricted use of L1 as shown on Exhibit B.

(v) "Exhibits" are those items attached to this Declaration intended to be incorporated herewith. The exhibits are as follows:

1. Exhibit A - Property description of the area dedicated to the Condominium.
2. Exhibit B - Set of drawings containing five (5) sheets prepared by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Surveyors dated June 1981, Sheet 1 of 5 entitled Amended Minor Subdivision Plat West River Yacht Harbour and Sheet 2 through 5 entitled West River Yacht Harbour.

3. Exhibit C - By-Laws of the Condominium Association.
4. Exhibit D - Percentage interest of Boat Slip Units.
5. Exhibit E - Percentage interest of Land Based Units.
6. Exhibit F - First year operating expenses.

ARTICLE II
NAME

Section 1. Name of Condominium. The name by which this Condominium shall be known is "West River Yacht Harbour, A Condominium Marina".

Section 2. Description of Units. The general description and number of Units including its area, location and such other data as may be necessary or appropriate for its identification is set forth on the Condominium Plat, which Condominium Plat is annexed hereto as Exhibit B (and by this reference is made a part hereof). There are one-hundred and seventy-six Boat Slip Units, five Land Based Units, and one gas dock Unit.

Section 3. Submission of Property to the Act. The Declarant hereby submits the land described in Exhibit A, a copy of which is attached hereto and made a part hereof, and the improvements constructed thereon, and all the boat slips, docks piers and appurtenances to the land, to a regime established by the Horizontal Property Act. Each Unit Owner shall hold the exclusive fee simple ownership of his or her Unit and an undivided fee simple interest in the common elements, as set forth hereafter; and each Condominium Unit together with the undivided interest in the common elements, appurtenances thereto, may, subject to the terms hereof, be conveyed, leased, encumbered, inherited or devised by Will as though each Unit were entirely independent of all other Units.

ARTICLE III
BOUNDARIES

Section 1. Division of Condominium. The Condominium is hereby divided in the manner and extent described herein and in the Condominium Plat into (a) Units, (defined prior hereto in Article I); (b) General Common Elements; (c) Limited Common Elements for Boat Slip Units; (d) Limited Common Elements for Land Based Units.

Section 2. Unit Boundaries. The Unit Boundaries are defined as follows:

(a) Boat Slip Unit: Space between the pier and pilings, from the inside of said piers and middle of adjacent pilings, plus outside limits and upper boundary where all physical structures located within the confines of the Unit including the electrical wiring and electrical boxes, and other utility lines.

(b) Land Units: The boundaries for Land Based Units shall be from the outside of the walls of each Unit including the airspace confined between the walls, from the lowest point of the foundation, to the highest point of the structure, including any and all physical structures located within the confines of the Unit including the electrical wiring, electrical boxes and utility lines from the point of their entry to the building. That as set forth in the attached Plats, Unit L1 shall include the restaurant, deck,

exclusive use of the patio, sheds 1 through 4, paint building 5, gas tanks, and walk-in boxes. Unit L2 shall include the repair and paint shop, travel lift, and enclosure as shown on Exhibit B. Unit L3 shall include the office, machine shop and the four covered slips behind the machine shop and adjacent to Unit C2, Pier C as shown on Exhibit B. L4 shall include the boatel, and the right to use the Limited Common Area designated as boat service area along with parking and storage in the limited common element as shown in the southwest corner of the property. Unit 5 shall include the ship store offices, improvements thereto, and use of the parking and storage as shown on the limited common element in the southwest corner of the property. The dimensions of each of the Land Based Units are considered as presently constructed.

(c) Gas Dock Units: The Gas Dock Unit boundaries shall exist from the top of the Gas Dock pier upward and within the confines of the pilings defining said Unit as shown on Exhibit B, Sheet 4 of 5.

(d) The buildings, pool, and docks are located on the land as shown on Exhibit B, Sheet 2 of 5, as recorded among the Plat Books of Anne Arundel County as Plat Number 4232 and recorded at Plat Book 81 Page 7, which Plat is intended to be recorded among the Plat Records of Anne Arundel County, Maryland, simultaneously with the recording of this Declaration. The area of the land is as shown on the aforesaid Plat. The dimension of each Unit and its general description and number of the Unit, location, and other data necessary for identification are also shown on the aforesaid Plat. The owner of each Condominium Boat Slip Unit shall be a member of the Council of Unit Owners.

ARTICLE IV COMMON ELEMENTS

Section 1. General Common Elements. The general common elements means all of the common elements except limited common elements and shall include the following:

- (a) The property.
- (b) The swimming pool and adjacent areas.
- (c) All other elements of common use or necessary to its existence, upkeep and/or safety.

Section 2. Limited Common Element for Boat Slip Units. The limited common elements for Boat Slip Units include those designated as such on Sheet 3, 4 and 5 of 5 on Exhibit B. All areas designated for the said use are reserved for the exclusive use of the Boat Slip Unit Owners of the Units to which they are declared to be appurtenant by appropriate designation on the Condominium Plat. If no such designation is made on the Condominium Plat then, the limited common elements shall be deemed to be appurtenant to Units to which they are adjacent or which they rationally are designed and/or are intended to serve and benefit. The rights of the Unit Owners to whose Units the limited common elements for Boat Slip Units are appurtenant to use and enjoy the same shall be subject to such reasonable rules and regulations as the Board of Directors of the Council of Unit Owners may from time to time enact.

Section 3. Limited Common Elements for Land Based Units. The limited common elements for Land Based Units include those designated as such on Exhibit B. All areas designated as Limited Common Elements for Land Based Units are reserved for the exclusive use of the Land Unit Owners, saving and excepting the provisions set forth herein for easements and rights, parking and use of lavatories by all Unit Owners.

If no such designation is made on the Condominium Plat, then, the limited common elements shall be deemed to be appurtenant to the Units to which they are adjacent or which they rationally are designated and/or are intended to serve the benefit. The right of the Unit Owners to whose Units the limited common elements are appurtenant to use and enjoy the same shall be subject to such reasonable rules and regulations as the Board of Directors of the Council of Unit Owners may from time to time enact.

Section 4. Restricted Use. The roof, and its structure, above pier A shall be considered a limited common element. The Association shall be responsible for the repairs and maintenance of the roof above Units A1 through A19 and may immediately assess the proportional rate to each of the A1 through A19 Unit Owners for the expense of the repair and maintenance of said structure. The roof and the covered structure above the covered slips in Unit L3 shall be the sole responsibility of the owner of Unit L3.

ARTICLE V
USE AND OWNERSHIP

Section 1. The use of the general and limited common elements shall be limited to the Unit Owners as specified and to their tenants and to their guests, invitees, and licensees. The general and limited common elements may be used only for the purposes for which they are intended. The use of the general and limited common elements shall be further governed by the By-Laws and the rules and regulations as adopted and amended from time to time by the Board of Directors.

Section 2. Each Unit of the Condominium Marina other than the Land Based Units referred to as L1, L2, L3, L4, L5, and G-1 designated on the Plat as recorded among the Land Records, shall be used only for Marina purposes; that is, the dockage and storage of boats, and/or marine oriented use under the MC Zoning and by the owner or owners thereof, their families, their guests, invitees, or the lessees of the owner, their families, guests or invitees, except the Board of Directors may approve the incidental use of a portion of any particular Unit for business purposes.

The Land Based Units shall not be so restricted in use. The owner thereof, successors, assigns, servants, agents, guests, invitees, customers, lessees and licensees thereof are hereby accorded the right to use those Units in any commercial manner, subject to the laws, rules and regulations of all governmental authorities having jurisdiction over the Units.

Section 3. Interest. Each Unit Owner shall, by virtue of his ownership of a Unit own:

(a) An undivided percentage interest in the Common Element, which shall equal the fraction thereof which is set forth with respect to each Unit in a schedule which is attached hereto as Exhibit D & E, and

(b) A percentage interest in the common expenses and common profits of the entity which is referred to in this document, which shall equal the fractions thereof which are set forth with respect to his Unit in said Exhibit D & E.

(c) The percentage interest stated in Exhibit D & E shall have a permanent character and, except as permitted by the Act, and the provisions of this Declaration and the By-Laws, shall not be changed except by written consent of all the Unit Owners and their mortgagees. Each Unit shall have equal voting interest.

Section 4. Transient Dockage. The owner of Land Based Unit L2 shall be entitled to collect any and all income from any transient dockage of boats at the Marina provided, there is an appropriate space for said boat to dock. The owner of Unit L2 shall be solely responsible for any and all liability that may be incurred as a result of said transient dockage, and shall be solely responsible for the maintenance to the Units during said dockage. The owner of Unit L2 shall see that the Unit used by the transient boat shall not be damaged in any way, and if said damage does occur, that the owner of Unit L2 shall be solely responsible for the repair of said damage.

The owner of any Boat Slip Unit can prohibit transient use of the Unit by filing a statement with the Council of Unit Owners stating that they object to the use of their boat slip for any transient boat dockage, while they are not docked there themselves.

Said right to collect transient dockage fees, and obligation to maintain the Units, may be transferred and assigned by the owner of Unit L2 only to another Unit Owner in the Condominium or may be transferred with the sale, devise, or transfer of said Unit.

Section 5. Lavatories. Lavatories for the use of the Boat Slip Unit Owners, their guests, invitees, lessees, assigns, and successors, are located within Unit L3. Any and all Unit Owners as set forth herein, shall have the right to use those facilities and shall have an easement over the properties of L3 for direct ingress and egress from the lavatory facilities. As set forth hereafter, the expenses for the maintenance of said lavatory facilities shall be an expense of the Boat Slip Unit Owners.

**ARTICLE VI
UNIT MAINTENANCE**

Section 1. Covered Boat Slips. The owners of the covered boat slips, as shown on Exhibit B, shall be solely responsible for the maintenance of the roof above said boat slips, the support to the roof, and any and all improvements necessary for the maintenance and repair of the covered boat slips. Said expense shall be divided equally by the nineteen Unit Owners of said covered boat slips.

Section 2. General Maintenance. The maintenance of Units shall be the responsibility of the Association; the expense of maintenance shall be part of the common expense.

Section 3. Boat Slip Unit Repairs - The repairs necessitated by damage to the Unit caused by the Unit Owner, his agents, guests or invitees, shall be the expense of the Unit Owner.

Section 4. Assessment. The making and collection of assessments against Unit Owners for expenses for repairs and maintenance shall be pursuant to the By-Laws and the attached Exhibit D & E setting forth the exact assessment per Unit.

Section 5. Land Based Units. Maintenance of each Land Based Unit shall be the sole responsibility of the respective Land Based Unit Owner.

Section 6. Boat Slip Units. Boat Slip Units not owned by Declarant, shall not be subdivided or combined without prior approval of a majority of Council of Unit Owners. Said combining or subdividing shall not affect the percentage interest as owned by the individual Units.

ARTICLE VII
UTILITIES

Section 1. Common Elements - All electrical lines and installation to each dock, shall be a general common element; all electrical lines and installation to, but not beyond the panel boxes in the Land Based Unit, shall be a general common element. The electrical panel boxes in the Land Based Unit shall be the responsibility of each Unit Owner.

Section 2. Heating and Air Conditioning. All installation for heating and air conditioning serving the Land Based Units shall be the sole responsibility of the Land Based Units. Heating and air conditioning Units and ducts serving the individual Unit are not common elements; the exterior compressors for each Land Based Unit, located or enclosed on the roofs or in other common areas, shall also be the sole responsibility of each Land Based Unit.

Section 3. Waterlines. All water lines and installation to the bulkhead, to the docks, and to the outside of the Land Based Units, shall be considered common elements; however, any water lines and installation into the Land Based Unit walls, into the building, shall be the sole expense of the specific Unit Owner.

If the docks are supplied by a common meter then the Association shall pay the expenses of that utility each month and shall apportion the bill between the respective Unit Owners for said dock and bill them on a semi-annual basis. Said amount will be considered as a reimbursement to the Association for expenses. If the Unit Owner fails to pay the appropriate amount, then the same sanctions as set forth hereafter and in the By-Laws for failure to pay Condominium assessments shall apply.

Section 4. Sewer Lines - All sewer lines and drain lines to, but not beyond the outside walls of the Land Based Units shall be considered general common elements. All sewer lines and drain lines enclosed in the Land Based Units, or immediately below the Land Based Units, shall be considered a limited common element for Land Based Units and shall be the sole responsibility of the Land Based Units for repair.

Section 5. Telephones - All other installation for central services such as telephones to but not beyond the point where they enter each Unit shall be considered a general common element.

Section 6. Gas Tanks - Any and all gas tanks used by Unit G-1 and which are stored on the ground or in the ground on the general common elements of the Condominium, shall be the sole responsibility of the owner of Unit G-1. Said owner shall make sure that any and all work completed on and repairs to said gas tanks or items used in connection with his operation of Unit G-1, shall in no way negatively effect the remainder of the Condominium property.

ARTICLE VIII
EASEMENTS

Section 1. General. An easement for the benefit of the Council of Unit Owners is established over all docks, parking areas, decks and Boat Slip Units, for repairs, maintenance, and management of the Condominium.

Section 2. Unit Easements. Each Unit and the common elements appurtenant thereto shall be subject to an easement in favor of the owners of the Units and to the Board of Directors of the Council of Unit Owners, its managing agent, or designees acting on behalf of the Council of Unit Owners, to and for the unobstructed and uninterrupted

use, repair, maintenance or replacement of any and all pipes, ducts, conduits, cable and wire outlets, utility lines, piers, docks, pilings, of any kind and any other Limited or General Common Elements located within or accessible only from any particular Unit.

Section 3. Ingress and Egress. Each of the sidewalks, paths, walks, lanes, driveways, paved areas, roadways, docks, piers, bulkheads, grassed areas, and other general common elements, or limited common elements with a use provided, shall be subject to an easement in favor of all the Unit Owners for reasonable and necessary pedestrian and vehicular ingress and egress to and from the improvements to and from public and private roadways and streets.

Section 4. Storage and Construction. There is hereby reserved unto the Declarant and its agents a nonexclusive easement over, across and through all of the general common elements and limited common element, for the purpose of access to and storage of building supplies and materials and equipment and, without any limitation, for any and all purposes reasonably related to the completion of the construction, repairs, rehabilitation and additional repair of the property.

Section 5. Right to Combine or Subdivide Units. NOTWITHSTANDING any other provisions of the Declaration and By-Laws, as long as a Declarant owns one or more Land Based Units in the Condominium, the Declarant shall have the right, without further authorization from the owners or Board of Directors, to combine or subdivide or add or otherwise realign Units held by the Declarant in order to facilitate their sale, and to reflect such changes in the affected Unit or Units in a duly recorded amendment to the Declaration. Any realignment, sales, divisions, or combinations shall not extend to any common area. Upon sale of all the Units this reservation shall be voided.

Section 6. Easements of Record. Property is subject to all covenants, conditions, easements, and restrictions now recorded or hereafter placed on record.

ARTICLE IX
ALTERATIONS AND IMPROVEMENTS

Section 1. Alterations. After the completion of the improvements expected to be completed by this Declarant, there shall be no alterations nor further improvements of the Boat Slip Units, constituted in the common elements or limited common elements, without prior approval in writing by the owners of not less than 51% of the common elements except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any Unit Owners without their consent.

Section 2. Repairs. No Unit Owner shall unreasonably withhold approval for necessary repairs of Units. The Board of Directors may authorize specific repairs and maintenance to any general common element or limited common element or a specific pier or dock if the repair is merited.

Repairs or improvements or development to the Land Based Units are exempted from this provision, and shall be permitted at the desire of the Land Based Unit Owner so long as said alterations and improvement or repairs shall be consistent and in accordance with the laws and ordinances and codes of the County, State and Federal Governments.

Section 3. Dredging. Declarant has agreed to maintain dredging through April 1982 to an adequate depth in the Harbour area. Declarant is presently in possession of a permanent dredging permit and a permanent bulkhead repair permit, said licenses and

LIBER 3416 PAGE 875

permits to be assigned to the Council of Unit Owners upon their request, upon action by the Council of Unit Owners. Declarant shall have the right to use said dredging permit through April of 1982 for completion of its dredging, which shall be completed at no cost to the Council of Unit Owners, or any individual owner.

Section 4. Alteration of Existing Units. The Declarant hereby reserves, until such time as he is no longer the owner of any Boat Slip Unit, or three years immediately following the date of the recordation of this Declaration among the Land Records of Anne Arundel County, whichever date comes first, the right to alter the Condominium by moving pilings and docks, of Units that he would currently own, so as to get the maximum use from said Unit. Said actions can either expand or reduce the size of the Condominium, and shall be subject to the operation and effect of the Condominium regime. Except to the extent that the form and contents of any amendatory paragraph or Plat referred to in the foregoing provisions of this paragraph shall be dictated by applicable law, such form and contents shall be determined by the Declarant in the exercise of its sole discretion, and neither the effectiveness of any such expansion nor the effectiveness of the execution, delivery or recordation of any such amendatory instrument or Plat shall be conditioned upon their having been given any consent thereto, or their having occurred any joinder therein or execution thereof, by any person or entity other than the Declarant.

Section 5. Shifting. Declarant hereby reserves for himself and for the Council of Unit Owners, upon a 51% affirmative vote by them, the right to amend the Declaration to adjust for any shifting in the docks, piers or pilings as a result of water movement, natural phenomena, or other causation.

ARTICLE X ADMINISTRATION

Section 1. Administration of Condominium - In accordance with the provisions of the By-Laws, a Council of Unit Owners shall be formed comprised of all the Unit Owners. As provided in the By-Laws, a Council of Unit Owners shall elect a Board of Directors. The affairs of West River Yacht Harbour Marina Condominiums shall be governed in a manner set forth in the By-Laws. The Declarant, or the Board of Directors of the Council of Unit Owners, may decide to incorporate the Association at any time.

It is understood that in the event that assessments are not paid that the Board of Directors may place a lien upon the appropriate Unit for, and collection of said amount, shall charge the appropriate attorney's fees and Court costs to the Unit Owner.

The By-Laws of the Association shall be the By-Laws of the Condominium, a copy of which is attached hereto as Exhibit C.

ARTICLE XI AMENDMENT OF DECLARATION

EXCEPTED as may otherwise be provided by the Horizontal Property Act, this Declaration, the By-Laws and the aforementioned Plat may be amended in the following manner:

(a) An amendment or amendments of the Declaration, the By-Laws, or the aforementioned Plat, may be proposed by the Board of Directors acting upon a vote of a majority of the Directors, or by the Unit Owners owning a majority of votes of the Condominium Unit in the Condominium (computed in accordance with the percentage interest factors herein before set forth), with a meeting as the Council of Unit Owners or by instrument in writing signed by them. Upon any amendment or amendments being proposed by said Board of Directors of Unit Owner, such proposed amendment or amendments shall be transmitted to the President of the Condominium, or other

officer of the Condominium, in the absence of the President, who shall thereupon call a special meeting of the Council of Unit Owners for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each Unit Owner written or printed notice of such special meeting, stating the time and place thereof and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the Unit Owner at his post office address as it appears in the books of the Condominium, the postage thereupon prepaid. Any Unit Owner may, by written waiver of notice, signed by such Unit Owner, waive such notice and such waiver, when filed in the records of the meeting, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the proposed amendment or amendments to the Declaration or Plat must be approved by an affirmative vote of all the Unit Owners and mortgagees and any amendment or amendments to the By-Laws by seventy-five (75%) percent affirmative vote (computed in accordance with the voting factors here and before set forth) of the Unit Owners in order for such amendment or amendments to become effective. Thereupon such amendment or amendments shall be transcribed and certified by the President and Secretary for the Condominium and having been duly adopted and, the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the Land Records of Anne Arundel County, Maryland; such amendment or amendments to specifically refer to the recording data identifying this Declaration. Thereafter, a copy of said amendment or amendments in the form which the same were placed of record by the officers of the Condominium shall be delivered to all of the Unit Owners and mailed to the mortgagees listed in the registry required to be maintained by the By-Laws, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Unit Owner shall be recognized if such Unit Owner is not in attendance at such meeting or representative thereat by Proxy, provided such written notice is delivered to the Secretary of the Condominium at or prior to such meeting.

(b) The number of votes at a meeting of the Council of Unit Owners appurtenant to each Unit shall be computed in accordance with the percentage interest factor that the Unit bears to all of the Units in the Condominium regime.

ARTICLE XII CONSTRUCTION AND ENFORCEMENT

Section 1. "Invalidity" - The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provisions had never been included herein.

Section 2. "Waiver" - No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 3. "Captions" - The captions contained in this Declaration are for convenience only, are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

Section 4. "Representations and Warranties" - No representations or warranties expressed or implied shall be made or given by the Declarant, to any owners, governmental agencies, Federal, State and County, and to any broker or financial institution as to the physical condition of the Units or buildings, their zoning or other classifications, fitness for intended use, the cost of caring for the buildings or any Unit and in all, the cost of renovation of any and all of the buildings or Units, except as required by the Condominium Act.

IN WITNESS WHEREOF, the Declarant has caused this writing to be executed and delivered in its name and on its behalf on the day and year first above written.

ATTEST:

West River Yacht Harbour Associates

Samuel J. Brown
Samuel J. Brown, Attorney

By: David W. Shineman
David W. Shineman, General Partner

STATE OF Maryland)
COUNTY OF Anne Arundel)

TO WIT:

I HEREBY CERTIFY that on the ___ day of ___, 1981, before me the subscriber, a Notary Public, in and for the above jurisdiction, personally appeared Samuel J. Brown and David W. Shineman, who had authority to act on behalf of the partnership, known to me or satisfactorily proven to be the person whose names are subscribed in the within instrument, executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and official seal this 16th day of June, 1981.

Samuel J. Brown
Notary Public

My Commission Expires: July 1, 1982

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

Samuel J. Brown
Samuel J. Brown

PROPERTY DESCRIPTION

ALL THAT lot or parcel of ground situate, lying and being in Anne Arundel county, Maryland, described as follows:

BEGINNING for the same at a pipe found on the southeast side of a 33 foot wide road known as Main Street; said point being the same beginning point as described in a conveyance from Leonard Swinburn, divorced, to Maryland West River Marina Corporation by deed dated April 23, 1970, and recorded among the Land Records of Anne Arundel County, Maryland in Book M.S.H. 2338, page 774, and running from the point of beginning so fixed and with the southeast side of said 33 foot wide right of way and the first or North 34° 24' East 109.87 foot line of said conveyance as now corrected to Maryland Grid North, North 26°, 29' 24" East, 109.77 feet to a pipe found at the end of said first line;

THENCE still running with the southeast side of said 33 foot right of way, North 26° 29' 24" East, 198.99 feet to the water's edge of West River;

THENCE leaving said right of way and running with the water's edge of said West River, South 54° 54' 01" East, 4.99 feet to intersect a wooden bulkhead;

THENCE with said bulkhead and water's edge of West River, North 22° 52' 10" East, 8.00 feet, South 63° 04' 27" East, 286.44 feet, North 31° 37' 15" East, 26.19 feet, South 70° 55' 22" East, 205.23 feet, South 35° 28' 02" West, 335.25 feet, North 62° 58' 38" West, 176.84 feet and South 26° 12' 16" West, 36.91 feet to intersect the divisional line between the property herein described and the north outline of that conveyance from Handley's Inc., to Richard C. Renaut and Dorothy Lynn Renaut, his wife, by deed dated May 6, 1960 and recorded among the aforementioned Land Records in Book 1389, page 197;

THENCE leaving said bulkhead and West River and binding on said divisional line, as now surveyed, North 63° 30' 09" West, 141.47 feet to a pipe found at the beginning of the 4th or North 55° 36' West, 137 foot line of the heretofore described conveyance to the Maryland West River Marina Corporation (Book 2338, page 774);

THENCE binding on said 4th line and the west outline (the 7th or North 55° 36' West, 258.77 foot line) of said conveyance to Renaut (1389-197), North 63° 30' 09" West, 126.29 feet to the point of beginning;

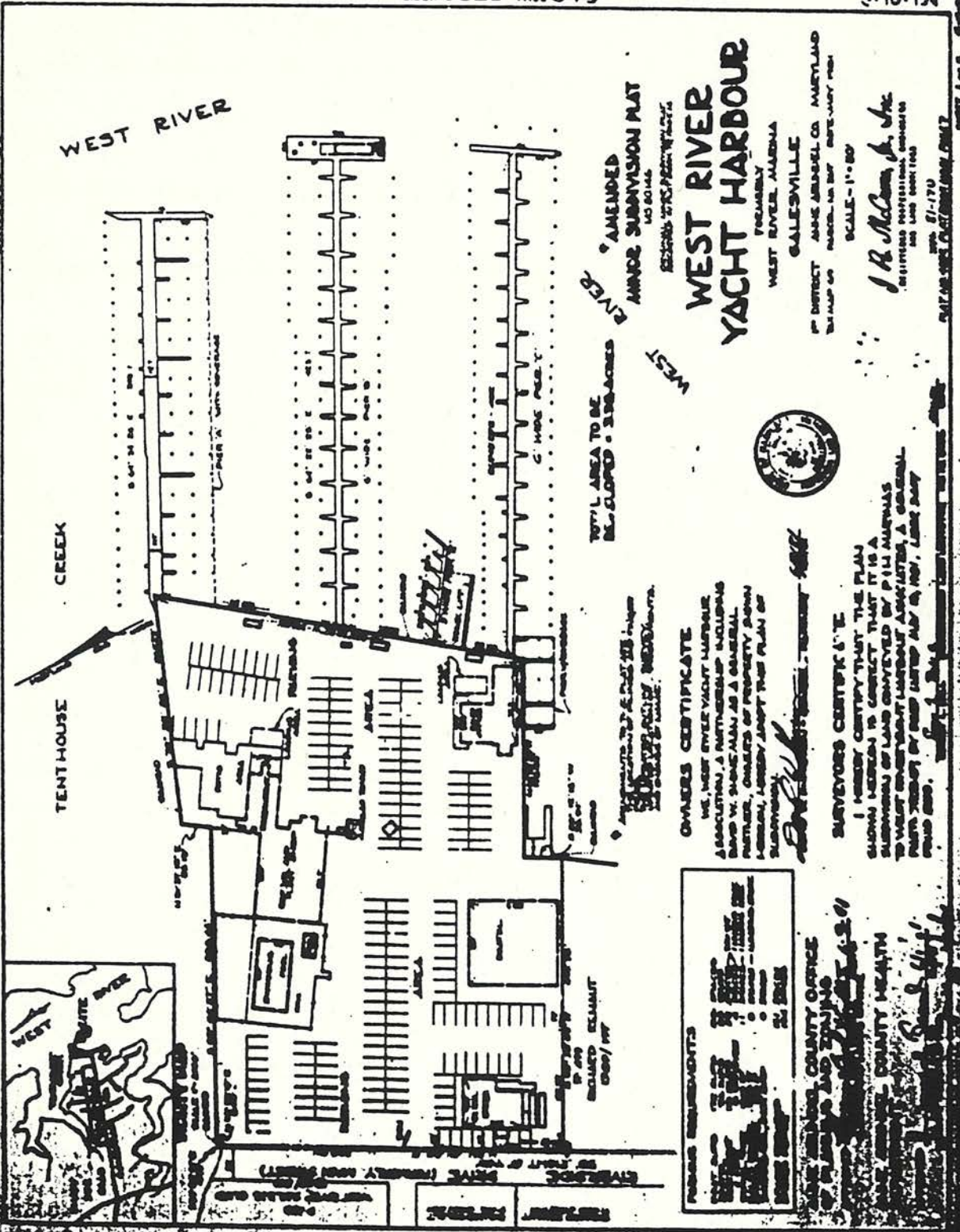
CONTAINING 3.382 acres of land, more or less, according to a survey by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in May 1981.

BEING AND INTENDED TO BE that same lot or parcel of ground which by Trustee's Deed dated May 22, 1974 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2677, Page 442 was granted and conveyed by Ronald Willoner and Jacob Sheeskin, trustees, to Grantors herein, namely, P&H Marinas; said property having a different description than as set forth herein. The description as set forth herein is a more accurate description completed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in May 1981 showing 3.382 acres more or less. Previous descriptions showing acreage as 3.45 acres was an error in calculation and an error in metes and bounds which has been corrected by this description.

Also, BEING AND INTENDED TO BE that same lot or parcel of ground which by Deed dated the 18th of May, 1981 and recorded among the Land Records of Anne Arundel County, at Liber 3407, Folio 259, was granted and conveyed to the Grantor herein by P&H Marinas.

Said property conveyed subject to restrictions and easements of record.

EXHIBIT B1



AMENDED
 AMEND SUBDIVISION PLAN
 NO. 80142
 RECORDS 2700 FEET WIDE

**WEST RIVER
 YACHT HARBOUR**

PREPARED BY
 WEST RIVER MARINA
 SALESVILLE
 DISTRICT ANNE ARUNDEL CO. MARYLAND
 21146-0500 PHONE: 410-326-7474 FAX:
 SCALE - 1" = 80'

J. R. McCombs, Jr., Inc.
 REGISTERED PROFESSIONAL ENGINEER
 AND LAND SURVEYOR
 NO. 81-1710
 STATE OF MARYLAND

OWNER'S CERTIFICATE

WE, WEST RIVER YACHT HARBOUR ASSOCIATION, A PARTNERSHIP INCLUDING DAVID W. SHANKMAN AS A GENERAL PARTNER, CHAIRMAN OF PROPERTY OWNERS ASSOCIATION, HEREBY ADAPT THIS PLAN OF SUBDIVISION.

David W. Shankman

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT THAT IT IS A SUBDIVISION OF LAND CONVEYED BY P. H. MURKIN TO WEST RIVER YACHT HARBOUR ASSOCIATES, A GENERAL PARTNERSHIP BY DEED DATED MAY 15, 1987, LATER RECORDED.

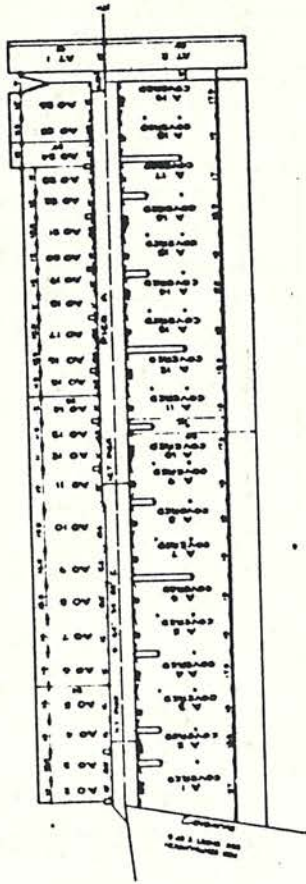
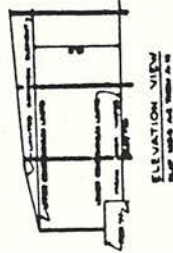
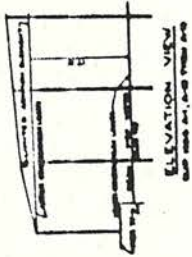
PERMITS REQUIREMENTS
 THE PLAN IS SUBJECT TO THE PERMITS REQUIREMENTS OF THE ANNE ARUNDEL COUNTY OFFICE OF PLANNING AND ZONING
 11000 GREENBELT ROAD, SUITE 200
 GREENBELT, MARYLAND 21043-4201
 PHONE: 410-326-7474
 FAX: 410-326-7475

ANNE ARUNDEL COUNTY OFFICE OF PLANNING AND ZONING
 11000 GREENBELT ROAD, SUITE 200
 GREENBELT, MARYLAND 21043-4201
 PHONE: 410-326-7474
 FAX: 410-326-7475

ANNE ARUNDEL COUNTY HEALTH DEPARTMENT
 11000 GREENBELT ROAD, SUITE 200
 GREENBELT, MARYLAND 21043-4201
 PHONE: 410-326-7474
 FAX: 410-326-7475

J. R. McCombs, Jr., Inc.

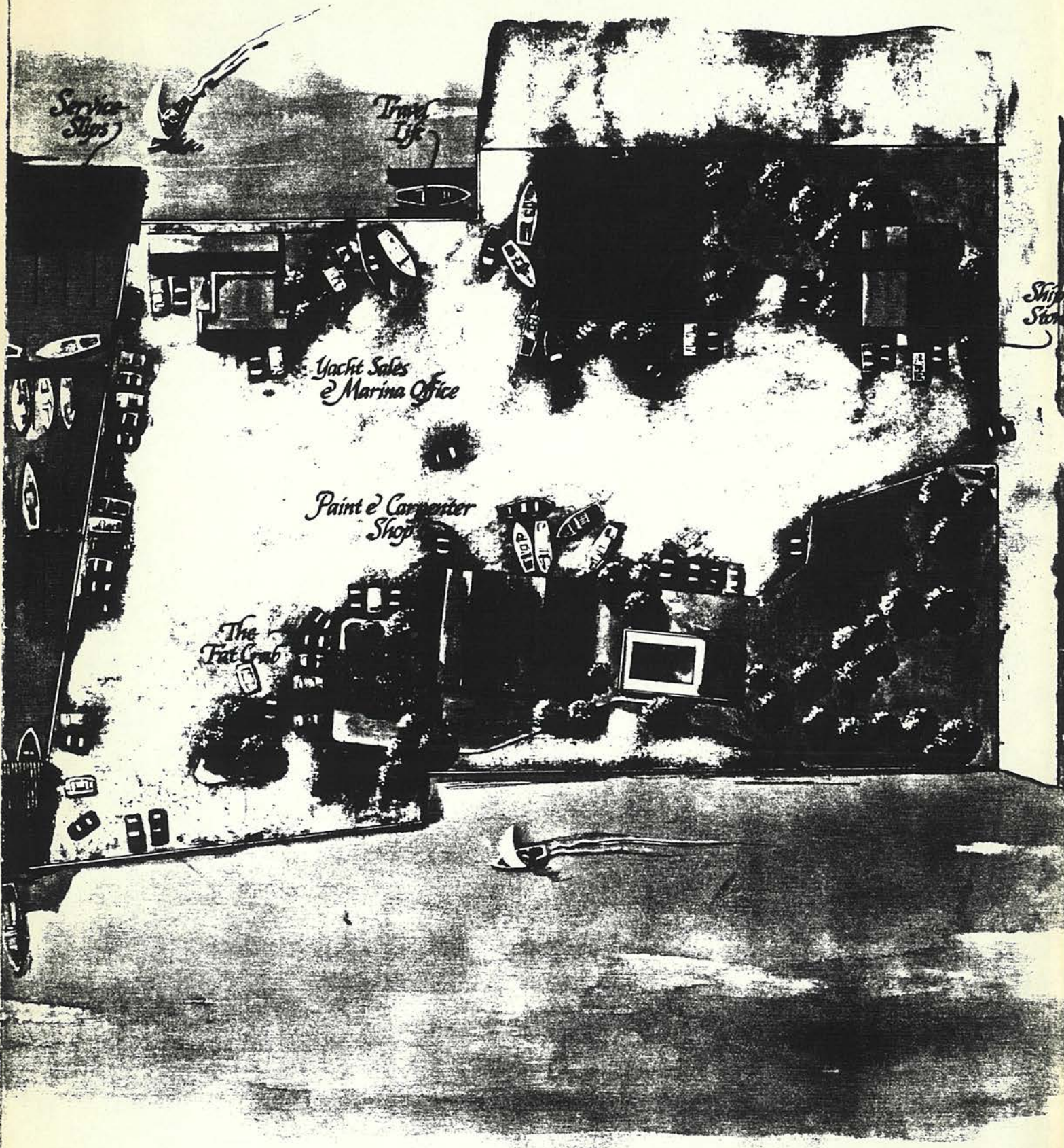
LIBER 3416 PAGE 881



NOTES
 PIER A AND ALL PIER A ADJACENT
 STRUCTURES AND UNITS COMMON ELEMENTS
 ATTACHED TO THEM SHOWN AT THIS SCALE.
 ALL DIMENSIONS ARE IN FEET AND INCHES.
 PIER A INCLUDING SUPERSTRUCTURE AND
 MOORING AND UNITS ATTACHED
 TO SHIP SLIP UNITS AT THIS SCALE COVERED



| | | |
|-----|--------------------------|-----|
| NO. | BOAT SLIP UNITS - PIER A | NO. |
| 1 | WEST RIVER | 1 |
| 2 | YACHT HARBOUR | 2 |
| 3 | PIER A | 3 |
| 4 | PIER B | 4 |
| 5 | PIER C | 5 |
| 6 | PIER D | 6 |
| 7 | PIER E | 7 |
| 8 | PIER F | 8 |
| 9 | PIER G | 9 |
| 10 | PIER H | 10 |
| 11 | PIER I | 11 |
| 12 | PIER J | 12 |
| 13 | PIER K | 13 |
| 14 | PIER L | 14 |
| 15 | PIER M | 15 |
| 16 | PIER N | 16 |
| 17 | PIER O | 17 |
| 18 | PIER P | 18 |
| 19 | PIER Q | 19 |
| 20 | PIER R | 20 |
| 21 | PIER S | 21 |
| 22 | PIER T | 22 |
| 23 | PIER U | 23 |
| 24 | PIER V | 24 |
| 25 | PIER W | 25 |
| 26 | PIER X | 26 |
| 27 | PIER Y | 27 |
| 28 | PIER Z | 28 |



Service Slips

Travel Life

Ship Store

Yacht Sales & Marina Office

Paint & Carpenter Shop

The Fat Crab