

Harbor East Tower Condominium

Declaration

Recorded and Final Declaration for the Four Seasons
Private Residences Baltimore
September 1st, 2017

Exhibit A - Description of the Property

Exhibit B - Bylaws

Exhibit C - Condo Plats

Exhibit D - Par Values, Percentages Interest, Votes &
Alternate Allocation

Exhibit F - Limited Warranty Certificate

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Harbor East Tower Condominium

Declaration

THIS DECLARATION OF CONDOMINIUM ("**Declaration**"), made and entered into this ____ day of August, 2017 by **HARBOR EAST PARCEL D – RESIDENTIAL, LLC**, a Maryland limited liability company, (the "**Developer**").

RECITALS

A. The Developer is the owner in fee simple of certain real property and the improvements constructed therein and all appurtenances thereto located in Baltimore City, Maryland, and more particularly described in Exhibit "A" attached hereto and made a part of this Declaration (the "**Property**").

B. The Developer desires to establish a Condominium pursuant to the Maryland Condominium Act, Title 11 of the Real Property Article of the *Annotated Code of Maryland 1996*, as amended (the "**Act**"), to divide the Property into condominium units and to sell and convey the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth in this Declaration, each of which is for the benefit of the Property and the owners thereof from time to time.

C. Prior to the recordation of this Declaration the Developer filed for record in the Office of the Clerk of the Circuit Court for Baltimore City, Maryland, a certain condominium plat for the Condominium entitled "HARBOR EAST TOWER CONDOMINIUM" (the "**Condominium Plat**"), which Condominium Plat (consisting of eighteen (18) sheets) is recorded in Plat Book MB at Plat Nos. 827 through N/A.

D. The Property is part of a master condominium regime known as Harbor East Parcel D Master Condominium (the "**Master Condominium**") established in accordance with the Act and by a Declaration for Harbor East Parcel D Master Condominium, which included Bylaws as Exhibit B, recorded among the Land Records of Baltimore City, Maryland ("**Land Records**") in Liber 9640 at Page 458 *et seq.*, as amended by the Amendment to Declaration of Condominium for Harbor East Parcel D Master Condominium, which included as Exhibit B an Amendment to Bylaws, recorded among the Land Records in Liber 10656 at page 105 *et seq.*, and further amended by Second Amendment to Declaration of Condominium for Harbor East Parcel D Master Condominium recorded among the Land Records in Liber 12212 at page 516 *et seq.*, and further amended by Third Amendment to Declaration of Condominium for Harbor East Parcel D Master Condominium recorded among the Land Records in Liber 14021 at page 099 *et seq.*, and further amended by Fourth Amendment to Declaration of Condominium for Harbor East Parcel D Master Condominium, which included Second Amendment to Bylaws as Exhibit A, recorded among the Land Records in Liber 15758 at Page 410 *et seq.*, and further amended by Fifth Amendment to Declaration of Condominium for Harbor East Parcel D Master Condominium recorded among the Land Records in Liber 16281 at Page 311, *et seq.*, and further

amended by Sixth Amendment to Declaration of Condominium for Harbor East Parcel D Master Condominium, which included a Third Amendment to Bylaws as Exhibit B, recorded among the Land Records in Liber 17903, page 148 *et seq.*, and further amended by a Seventh Amendment to Declaration of Condominium for Harbor East Parcel D Master Condominium for Purposes of Subdividing the Tower Unit recorded among the Land Records in Liber 17912, page 476 *et seq.*, and further amended by an Eighth Amendment to Declaration of Harbor East Parcel D Master Condominium for Purposes of Subdividing the Garage Unit, which included a Fourth Amendment to Bylaws as Exhibit B, recorded among the Land Records in Liber 18847, page 35 *et seq.*, and further amended by a Ninth Amendment to Declaration of Harbor East Parcel D Master Condominium, recorded among the Land Records in Liber _____, page _____, and as may be further amended as provided therein (collectively, as amended, referred to as the “**Master Declaration**”) and shown on the Harbor East Parcel D Master Condominium Plat recorded among the Land Records in Condominium Book FMC at page 694, as updated at page 756 and further updated at page 774, and as further amended by the Third Amended Condominium Plat recorded among the Land Records in Plat Book No. 805, amending Sheet 26 and adding Sheet 26A to subdivide the Tower Unit and create Retail 3 Unit, and as further amended by the Fourth Amended Condominium Plat recorded among the Land Records in Plat Book No. MB 819 containing five (5) sheets to effect the subdivision of the Garage Unit and create Garage 1 Unit and Garage 2 Unit, and as further amended by a Fifth Amended Condominium Plat recorded among the Land Records in Plat Book No. MB826, containing thirty-six (36) sheets to depict the final completion of the Tower Unit and Retail 3 Unit and clarify Limited Common Elements appurtenant to such units, and as may be further amended as provided in the Declaration and in the Act (collectively referred to, as amended, as the “**Master Condominium Plat**”). The Master Condominium subdivides the land and building on and in which the Property is located into eight (8) master units, which include the following: “Hotel Unit,” “Retail 1 Unit,” “Retail 2 Unit,” “Retail 3 Unit,” “Office Unit,” “Garage 1 Unit,” “Garage 2 Unit” and “Tower Unit” and certain common elements appurtenant to such units of the Master Condominium (as such Master Condominium units and common elements are more specifically defined below and in the Master Condominium Declaration and shown on the Master Condominium Plat). The Condominium under this Declaration is the “Residential Condominium” as contemplated and defined in the Master Condominium Declaration that is a sub-condominium within the Master Condominium and is established in the Tower Unit.

E. The Units and Common Elements within the Condominium established by this Declaration are not units or common elements of the Master Condominium. Similarly, the units and common elements of the Master Condominium are not among the Units and Common Elements established by this Declaration.

NOW, THEREFORE, the Developer hereby submits the Property to the provisions of the Maryland Condominium Act.

ARTICLE 1

EXPLANATORY STATEMENT

The Condominium is created within the Master Condominium and, as such, is subject to the Master Condominium Governing Documents. The Master Condominium is a mixed-use

development composed of this residential Condominium, created within the Tower Unit of the Master Condominium, a Hotel Unit (as defined below and in the Master Condominium Declaration), which Hotel Unit is located within the same Building as this Condominium, three (3) retail units (Retail 1 Unit and Retail 3 Unit, defined below and in the Master Condominium Declaration, located within the same building as this Condominium, and Retail 2 Unit, also defined below and in the Master Condominium Declaration), the Office Unit, defined below and in the Master Condominium Declaration, and the Garage 1 Unit and the Garage 2 Unit, which are located below grade partially below the Building in which this Condominium is located and also defined below and in the Master Condominium Declaration and appurtenant Master Condominium common elements. All of these Master Condominium units and common elements are shown on the Master Condominium Plats. As the Condominium is part of the larger mixed-use Master Condominium, the Condominium is subject to certain shared benefits and obligations with respect to the Property and the Master Condominium common elements and with respect to certain services with other Master Condominium units. In addition, as the Condominium is located within the same Building with the Hotel Unit, Retail 1 Unit and Retail 3 Unit of the Master Condominium, the Condominium is subject to certain benefits and obligations regarding shared easements and shared services with such other Master Condominium units relating to both the necessary and beneficial operation and management as well as the maintenance, repair and replacement of the Condominium and its various common element components and services.

ARTICLE 2

DEFINITIONS

Unless the context shall plainly require otherwise, the following words when used in this Declaration and the exhibits attached hereto shall have the following meanings:

Section 2.1. “Act” or “Condominium Act” means and refers to Maryland Condominium Act, Title 11, Section 11-101, et seq., Real Property Article, Annotated Code of Maryland, as amended.

Section 2.2. “Alternative Expense Allocation” means that portion of the Master Condominium Expenses allocated to the Condominium that are subject to a special allocation as provided in Exhibit E to the Master Condominium Declaration, as such Exhibit E has been amended or may be further amended from time to time in accordance with the Master Condominium Declaration and as defined in the Master Condominium Declaration and which Alternative Expense Allocation is included as part of the Common Expenses.

Section 2.3. “Applicable Law” means all laws, rules, statutes, codes, acts, ordinances, zoning conditions and approvals, judgments, decrees, injunctions, permits, licenses, authorizations, directives, requirements or regulations of all federal, city, other governments, departments, commissions, boards, courts, authorities, officials and offices applicable to the Property, the Condominium, the Governing Documents, the Units, the Unit Owners, and the Council of Unit Owners.

Section 2.4. “Board of Directors” or “Board” means and refers to the Board of Directors of the Council of Unit Owners for Harbor East Tower Condominium.

Section 2.5. "Building" means the structure(s) in which the Property described in **Exhibit "A"** is located and as shown on the Condominium Plat.

Section 2.6. "Bylaws" means and refers to the Bylaws of the Council of Unit Owners of Harbor East Tower Condominium which are attached to and made a part of this Declaration as **Exhibit "B"** as the same may be amended from time to time.

Section 2.7. "City" means and refers to the City of Baltimore, Maryland and any office or agency thereof.

Section 2.8. "Common Elements" means all of the Property other than "Units," and includes both "General Common Elements" and "Limited Common Elements" (as defined in Article 3 of this Declaration).

Section 2.9. "Common Expenses" means all lawful expenditures made or incurred by or on behalf of the Council of Unit Owners, together with all lawful assessments for the creation and maintenance of reserves made pursuant to the provisions of the Governing Documents. Common Expenses shall include the Master Condominium Expenses and the Shared Building Expenses as defined herein.

Section 2.10. "Condominium" means the condominium regime established on the Property pursuant to this Declaration and the Condominium Plat as provided in the Act.

Section 2.11. "Condominium Plat" has the meaning set forth in Recital C of this Declaration.

Section 2.12. "Council of Unit Owners" means the unincorporated entity comprised of all Unit Owners.

Section 2.13. "Covenants and Restrictions" means the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth in this Declaration and the Bylaws.

Section 2.14. "Declaration" means this Declaration establishing the Harbor East Tower Condominium.

Section 2.15. "Developer" means and refers to Harbor East Parcel D – Residential, LLC, a Maryland limited liability company, and its successors and assigns to whom any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Developer are specifically assigned or transferred in writing. Notwithstanding any assignment of the Developer's rights under this Declaration or the Bylaws (whether partially or in full), the assignee shall not be deemed to have assumed any of the obligations of the Developer unless, and only to the extent that, it expressly agrees to do so in writing.

Section 2.16. "Director" means and refers to any member of the Board of Directors of the Condominium.

Section 2.17. "Eligible Mortgage Holder" means a holder, insurer, or guarantor of a First Mortgage on a Unit who has submitted a written request for notice from the Council of Unit Owners of amendments to the Condominium Governing Documents or other significant matters which would affect the interests of the mortgagee.

Section 2.18. "Energy Supply Agreement" means the agreement between Trigen-Inner Harbor East, LLC and Harbor East Parcel D – Hotel, LLC (Hotel Unit owner as defined below), whereby Trigen supplies Hot and Chilled Water Service to the Building.

Section 2.19. "Energy Supply Sub-Agreement" means the agreement among Harbor East Parcel D – Hotel, LLC (Hotel Unit owner as defined below) and Harbor East Parcel D – Retail LLC and Developer, which allocates the costs charged by Trigen under the Energy Supply Agreement among the Hotel Unit, Retail 1 Unit and the Condominium (including the individual Units).

Section 2.20. "Expansion Property" means the property that may be annexed to the Condominium pursuant to Article 8 and which is described in **Exhibit "E"**.

Section 2.21. "First Class" means a quality, condition, nature or operation that is consistent with and comparable to the quality, condition, nature or operation found in other substantially similar residential condominiums in the Baltimore, Maryland metropolitan area of comparable age, quality and construction to the Condominium considering normal wear and tear over the life of the improvements and includes inspection, testing, care, maintenance operation repair, alteration, additions, improvements, remodeling restoration and replacement of Units and Common Elements in accordance with standards and requirements set forth in the Condominium Documents and consistent with the standards required to retain the "Four Seasons" brand applicable to the Hotel and the Condominium for so long as the Hotel and Condominium are operated under such brand as authorized by the Four Seasons Hotels, Limited. Subject to other provisions of this Declaration "First Class" is not intended to apply to the quality or economic status of tenants, guests, or owners or to any leasing or marketing program for any Unit but is intended to apply to the maintenance of the Units and Common Elements of the Condominium. There shall be no change to the First Class standard without the prior written consent of all Unit Owners and Developer so long as the Developer owns any Units.

Section 2.22. "First Mortgage" means a mortgage or deed of trust recorded against any Unit that has priority over any other mortgages or deeds of trust recorded against such Unit.

Section 2.23. "First Mortgagee" means a holder or beneficiary under a First Mortgage.

Section 2.24. "Garage Easement" means the Garage Easement Agreement entered into between the Garage 2 Unit Owner and the Developer and recorded or to be recorded among the Land Records and provides the Council of Unit Owners, its agents and employees with certain ingress, egress and access rights with respect to the Garage 2 Unit, use of the Garage Access Easement, described and defined in the Master Condominium Governing Documents, and certain rights and obligations with respect to the individual exclusive easements for parking and storage purchased by Unit Owners in the Garage 2 Unit.

Section 2.25. "Garage Expenses" means the expenses charged by the Garage 2 Unit Owner to those Unit Owners that purchased Parking/Storage Space Easements (defined below) based upon such Unit Owners' pro rata share of the Garage 2 Unit's operating, management, maintenance, repair, replacement, reasonable reserve contribution and taxes of the Garage Unit pursuant to the Parking/Storage Space Easements. Pursuant to the Garage Easement and the Parking/Storage Space Easements, the Council of Unit Owners shall collect the Garage Expenses from those Unit Owners that purchased Parking/Storage Space Easements and remit the same to the Garage 2 Unit Owner.

Section 2.26. "Garage 1 Unit" means and refers to the Garage 1 Unit in the Master Condominium as the same is defined in the Master Condominium Declaration and as shown on the Master Condominium Plats.

Section 2.27. "Garage 2 Unit" means and refers to the Garage 2 Unit in the Master Condominium as the same is defined in the Master Condominium Declaration and as shown on the Master Condominium Plats.

Section 2.28. "General Common Elements" means those Common Elements described in Section 4.1 and as shown on the Condominium Plats.

Section 2.29. "Governing Documents" means this Declaration, the Bylaws, the Condominium Plats and any Rules and Regulations and any exhibits, schedules, certificates and amendments to any of such documents.

Section 2.30. "Hot and Chilled Water Service" means the service supplied by Trigen to the Building pursuant to the Energy Supply Agreement and further subcontracted by the Hotel Unit Owner to the Residential Condominium pursuant to the Energy Supply Sub-Agreement whereby capacity shall be charged to the Residential Condominium as a Common Expense and charged to the Unit Owners as a Residential Alternative Expense Allocation and consumption shall be submetered so that individual Unit Owners shall be charged directly based upon usage and all other Common Element consumption costs shall be charged as Common Expenses based upon Percentage Interest.

Section 2.31. "Hotel" refers to the commercial hotel business that is operated in the Hotel Unit.

Section 2.32. "Hotel Tower" means the portion of the Master Condominium comprised of the Hotel Unit, Tower Unit (this Condominium), Retail 1 Unit and the Retail 3 Unit as the same are defined in the Master Condominium Governing Documents.

Section 2.33. "Hotel Unit" means the Hotel Unit in the Master Condominium as the same is defined in the Master Condominium Declaration and as shown on the Master Condominium Plats.

Section 2.34. "Hotel Unit Owner" means Harbor East Parcel D – Hotel, LLC, a Maryland Limited Liability Company, its successors and assigns, that owns the Hotel Unit, defined below.

Section 2.35. "Land Records" means and refers to the office of land records in the Clerk of the Court for the City of Baltimore, Maryland.

Section 2.36. "Limited Common Elements" has the meaning set forth in Section 4.2 of this Declaration.

Section 2.37. "Limited Common Expenses" means those Common Expenses that are charged for the use and maintenance of the Limited Common Elements. Such Limited Common Expenses are only charged to those Units to which the Limited Common are appurtenant in such Unit's pro rate share. Such Limited Common Expenses are collectible in the same manner as Common Expenses as provided in the Bylaws.

Section 2.38. "Managing Agent" means a person or company with whom the Council of Unit Owners contracts for the management of the Condominium and the Council's affairs pursuant to Section 3.3 of the Bylaws.

Section 2.39. "Master Condominium" has the meaning set forth in Recital D of this Declaration.

Section 2.40. "Master Condominium Budget" means the budget of the Council of Unit Owners of the Master Condominium as provided in the Master Condominium Governing Documents and to which the Council of Unit Owners contributes in its pro rata share.

Section 2.41. "Master Condominium Bylaws" means the Bylaws of the Master Condominium recorded among the Land Records and to which the Condominium is subject.

Section 2.42. "Master Condominium Declaration" has the meaning set forth in Recital D of this Declaration.

Section 2.43. "Master Condominium Expenses" means the Condominium's pro rata share of the expenses of the Master Condominium pursuant to the Master Condominium Governing Documents as provided in the Master Condominium Budget, which Master Condominium Expenses shall be included as part of the Common Expenses and shall include all annual and special assessments against the Condominium by the Master Condominium and any Alternative Expense Allocation (as the same is defined above and in the Master Condominium Declaration) assessed against the Condominium as provided in the Master Condominium Governing Documents.

Section 2.44. "Master Condominium Governing Documents" means and refers to collectively the Master Condominium Declaration, Master Condominium Bylaws and Master Condominium Plats.

Section 2.45. "Master Condominium Plats" has the meaning set forth in Recital D of this Declaration.

Section 2.46. "Master Condominium Units" means and collectively refers to the units in the Master Condominium and includes the Hotel Unit, the Garage 1 Unit, the Garage 2 Unit,

the Retail 1 Unit, the Retail 2 Unit, the Retail 3 Unit, the Office Unit and the Tower Unit within which this Condominium is created.

Section 2.47. "Parking/Storage Space Easement" means the exclusive easement to one (1) or more parking spaces and one (1) storage space in the Garage 2 Unit that may be purchased by a Unit Owner from the Garage 2 Unit Owner. Such Parking/Storage Space Easement shall include the non-exclusive easement over the Garage 2 Unit and use of the Garage Access Easement, described and defined in the Master Condominium Governing Documents, for ingress, egress and access to the parking space(s) and storage space over which the Unit Owner shall have an exclusive easement. Such Parking/Storage Space Easement shall require the Unit Owner to pay Garage Expenses, which, for convenience purposes, may be collected by the Council of Unit Owners, in conjunction with the Common Expenses, and remitted to the Garage Unit Owner.

Section 2.48. "Par Value" means the number of points assigned to each Unit by this Declaration, as set forth in Exhibit "D" to this Declaration. The allocation of an undivided interest in the Common Elements to each Unit (i.e. its Percentage Interest, as defined below) is a fraction, the numerator of which is the Unit's Par Value and the denominator of which is the total Par Value of all Units.

Section 2.49. "Percentage Interest" means the undivided interest of each Unit Owner, as set forth in Exhibit "D" with respect to Common Elements of the Condominium and the common profits and common expenses of the Council of Unit Owners.

Section 2.50. "Property" means the real property described in Exhibit "A" to this Declaration and all improvements and appurtenances thereto.

Section 2.51. "Residential Alternative Expense Allocation" means the different allocation of certain costs of the Council of Unit Owners as provided in Article 5 and Exhibit "D."

Section 2.52. "Residential Unit Share" means the individual Unit Owner's percentage share of the Master Condominium Expenses based upon such Unit Owner's Percentage Interest payable as part of the such Unit Owner's Common Expenses as provided in this Declaration and the Bylaws. As provided in the Bylaws and the Master Condominium Governing Documents, the Residential Unit Share shall be separately identified by the Council of Unit Owners and, if unpaid, shall be subject to the right of collection by either the Council of Unit Owners or the Master Condominium Council of Unit Owners as provided in the Condominium Governing Documents and the Master Condominium Governing Documents.

Section 2.53. "Retail 1 Unit" means the Retail 1 Unit in the Master Condominium as the same is defined in the Master Condominium Declaration and shown on the Master Condominium Plat. Retail 1 Unit is the retail unit in the Master Condominium that is located within the Building.

Section 2.54. "Retail 2 Unit" means the Retail 2 Unit in the Master Condominium as the same is defined in the Master Condominium Declaration and shown on the Master Condominium Plat.

Section 2.55. "Retail 3 Unit" means the Retail 3 Unit in the Master Condominium as the same is defined in the Master Condominium Declaration and shown on the Master Condominium Plat.

Section 2.56. "Rules" means the written rules and regulations of the Condominium, not necessarily recorded in the Land Records, that may be adopted from time to time by the Board of Directors in accordance with the Maryland Condominium Act, this Declaration or the Bylaws.

Section 2.57. "Shared Facilities" is defined in Section 1.1(68) of the Master Condominium Declaration and refers to portions of the Master Condominium shared by one or more of the Master Condominium Units.

Section 2.58. "Shared Building Components" means those shared facilities that are facilities, utilities and other components of the Hotel Tower that are shared by any or all of the Hotel Unit, the Retail 1 Unit and the Condominium as provided in Section 6.3(h) of this Declaration and are defined and addressed in Section 1.1(67a) and Section 4.3(b) of the Master Condominium Declaration, as amended.

Section 2.59. "Shared Building Expenses" means the expenses shared by the Condominium with the Hotel and/or Retail 1 Unit for the Shared Building Components as provided in Section 6.3(h) and are defined and addressed in Section 1.1(67b) and Section 4.3(b) of the Master Condominium Declaration, as amended.

Section 2.60. "Submetering Company" means the company contracted by the Council of Unit Owners to provide submetering services to meter the utilities supplied to and consumed by the individual Units, including, but not necessarily limited to, Hot and Chilled Water Service supplied to the individual Units pursuant to the Energy Supply Sub-Agreement, for purposes of charging the individual Unit Owners separately based upon such consumption. **As provided in the Bylaws, the Submetering Company may, pursuant to such authorities granted by the Council of Unit Owners, install, maintain, operate, repair and replace submetering equipment, as necessary, in the Condominium and may charge the Units and the Unit Owners for utilities based upon consumption, including any administrative costs associated therewith, and collect the same as provided in the Bylaws and in the same manner as Common Expenses.**

Section 2.61. "Supplementary Declaration" means a supplement to this Declaration that may from time to time annex any portion of the Expansion Property pursuant to Article 8 of this Declaration.

Section 2.62. "Tower Unit" means the Tower Unit in the Master Condominium as defined in the Master Condominium Declaration and as shown on the Master Condominium Plats. As described in this Declaration and in Article 1 and **Exhibit "A"** the Tower Unit encompasses the Property subjected to this Condominium.

Section 2.63. "Trigen" means Trigen-Inner Harbor East, LLC, which is a private utility company that supplies Hot and Chilled Water Service to the Building pursuant to the Energy Supply Agreement.

Section 2.64. "Unit" means a three-dimensional area, as described below and as shown on the Condominium Plat, and includes all improvements contained within such area (including, without limitation, windows and exterior doors) except for such improvements as are expressly excluded in this Declaration or on the Condominium Plat. The lower boundary of any Unit is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper surface of the unexposed concrete floor slab located below any finished floor materials, but specifically excluding such concrete floor slab, extended to intersect the lateral or perimetrical boundaries of the Unit. The upper boundary of each Unit is a horizontal (or in some cases inclined) plane (or planes), the elevation of which coincides with the underside of the unexposed surface of the concrete slab that serves as the ceiling of the Unit, but specifically excluding such concrete slab, extended to intersect the lateral or perimetrical boundaries of the Unit. The lateral or perimetrical boundaries of each Unit are vertical planes which coincide with the outermost (unexposed), unfinished surfaces of the perimeter drywall wallboard (or gypsum board) or other finish material facing the wall studs which comprise the perimeter walls enclosing the Unit (i.e., the Unit includes the wallboard or gypsum board), extended to intersect the upper and lower horizontal boundaries thereof and to intersect the other lateral or perimetrical boundaries of the Unit. Unless otherwise designated in this Declaration or on the Condominium Plat as a Common Element, the following shall be considered part of a Unit: (i) any mechanical equipment, fixtures and appurtenances located within or outside of any Unit and designated to serve only that Unit, such as heating, ventilation and air conditioning equipment, pipes, wires, cables, conduits, electrical receptacles and outlets, ducts, flues (including, without limitation, fireplace flues), chutes, appliances and the like; (ii) all windows and exterior doors serving the Unit, including any doors to any patios, terraces, sunrooms and balconies; and (iii) any patios, terraces, sunrooms, decks and balconies designed to serve only that Unit.

Section 2.65. "Unit Owner" means any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, which owns a Unit; provided, however, that any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be a Unit Owner solely by reason of such interest.

ARTICLE 3 CREATION OF CONDOMINIUM REGIME

Section 3.1. Submission of Property to Act.

(a) The Property and all appurtenances thereto shall be held, conveyed, divided, subdivided, leased, rented, occupied, improved, hypothecated and/or encumbered subject to the Maryland Condominium Act, the Master Condominium Governing Documents and the Covenants and Restrictions of this Declaration and the Bylaws, all of which are declared and agreed to be in aid of a plan for the division of the Property into a condominium pursuant to the Maryland Condominium Act, and all of which shall be deemed to run with and bind the land, and

shall inure to the benefit of and be enforceable by the Developer and by any person acquiring or owning an interest in the Property, including, without limitation, any person, group of persons, corporation, partnership, trust or other entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation; *provided, however*, that the rights, reservations, easements, interests, exemptions, privileges and powers of the Developer shall inure to the benefit of and be enforceable by only those successors and assigns of the Developer to whom any of the same have been specifically assigned or transferred in writing.

(b) By the recordation of this Declaration, the Council of Unit Owners hereby assumes all liability, responsibility and duty for the care, operation and maintenance of the Common Elements, and each Unit Owner hereby assumes or agrees to assume all liability and duty for the care, operation and maintenance of their respective Units, subject, however, to any rights and/or obligations the Council of Unit Owners or each Unit Owner may have pursuant to this Declaration and the Bylaws. Further, the Council of Unit Owners and each Unit Owner, on their own behalf, and on behalf of their successors and assigns, hereby agrees to indemnify and hold Developer, its successors and assigns harmless from any loss, liability or damage (including attorneys' fees and court costs) arising out of or resulting from the failure of the Council of Unit Owners or each Unit Owner to care for, maintain or properly operate the Common Elements or Units, as applicable.

Section 3.2. Description of the Units. The general description and number of each Unit, including its area, location and such other data as may be necessary or appropriate for its identification, is set forth on the Condominium Plat. For reference, a copy of the Condominium Plat as recorded among the condominium plat records in the Land Records is attached hereto and made a part hereof as **Exhibit "C"**.

Section 3.3. Name of Condominium. The name by which the Condominium shall be known is **"Harbor East Tower Condominium"**.

ARTICLE 4 **COMMON ELEMENTS**

Section 4.1. General Common Elements. The **"General Common Elements"** means all of the Common Elements except Limited Common Elements and, unless otherwise specifically designated in this Declaration or on the Condominium Plat, shall include the following:

(a) The Property other than the Units, including, without limitation, the portion of the Building exterior within the boundaries of the Tower Unit, unless specifically included as part of a Unit or identified as a Limited Common Element pursuant to this Declaration or the Condominium Plat; and

(b) The components or installations of central services and utilities serving the General Common Elements or two (2) or more Units including, without limitation, electricity, gas, water, sewer, telephone, internet, broadband, lighting, and master antennae or satellite (if any), including tanks, pumps, motors, fans, compressors, pipes, valves, controls and other similar

equipment to be used in common, unless designated as part of a Unit or as a Limited Common Element pursuant to this Declaration or the Condominium Plat or unless such components or installations are owned by another Master Condominium Unit, Trigen or another utility company or other third party; and

(c) The Condominium lobby, corridors and roof and all components thereof, subject to the easements as may be applicable and provided herein; and

(d) The elevators and stairs serving the Condominium and shown on the Condominium Plat as part of the General Common Elements, subject to such easements for the benefit of the Hotel Unit, Retail 1 Unit and the Expansion Property as may be applicable and provided herein and in the Master Condominium Governing Documents, subject to appropriate access control relating to the Condominium Common Elements and the Units; and

(e) The amenities of the Condominium which may include but may not be limited to the pool, deck, fitness center, clubroom and similar common areas of the Condominium, which amenities may be determined by the Developer in its sole discretion; and

(f) All other elements within the Property, other than the Units, of common use or necessary to the Condominium's existence, upkeep and/or safety or over which the Council has any easement rights.

Section 4.2. Limited Common Elements.

The "**Limited Common Elements**" include those areas and/or items designated as such in this Declaration, a supplementary declaration, or on the Condominium Plat. All areas designated as Limited Common Elements are reserved for the exclusive use of the Unit Owner(s) of the Unit(s) to which they are declared to be appurtenant by appropriate designation in this Declaration, a supplementary declaration, or on the Condominium Plat and subject to transfer to other Unit Owners and Units in accordance with the Maryland Condominium Act. If no such designation is made in this Declaration, supplementary declaration, or on the Condominium Plat, then the Limited Common Elements shall be deemed to be appurtenant to the Unit(s) to which they are adjacent or which they are rationally intended to serve and benefit. The right of Unit Owners to use and enjoy any Limited Common Elements appurtenant to their Units shall be subject to such reasonable Rules as the Board of Directors may from time to time enact, and are further subject to each Unit Owner's responsibility to pay any charges imposed by the Board of Directors for the use and maintenance of such Limited Common Elements. Pursuant to the Maryland Condominium Act, the Council of Unit Owners may assess the costs incurred in maintaining any Limited Common Elements against the Unit(s) to which such Limited Common Elements are appurtenant and charge the same as Limited Common Expenses, which expenses shall be collectible in the same manner as Common Expenses as provided in the Bylaws.

ARTICLE 5

PERCENTAGE INTEREST AND VOTING RIGHTS

Each Unit has all of the incidents of real property, and the Unit Owner shall hold the same in fee simple and shall have a common right to a share with the other Unit Owners of an undivided fee simple interest in the Common Elements. Each Unit Owner's undivided interest in the Common Elements shall be equal to the Percentage Interest applicable to his or her Unit as set forth in Exhibit "D". The Percentage Interest is calculated based on a fraction, the numerator of which is the Unit's Par Value (as set forth on Exhibit "D") and the denominator of which is the total Par Value of all Units. The Percentage Interest appurtenant to each Unit also represents the share of common profits and Common Expenses of the Council of Unit Owners applicable to such Unit, as more specifically provided in the Bylaws. Additionally, as certain Units have balconies and there is a range of balcony sizes appurtenant to the Units impacting the capacity costs of the Hot and Chilled Water Service supplied to the Residential Condominium attributable to such Units. Therefore, such capacity charges for the Hot and Chilled Water Service supplied to the Residential Condominium is charged to the Units based upon the Residential Alternative Expense Allocation also set forth on Exhibit "D", which allocation is different from the Percentage Interest. The capacity charge applicable to the Residential Condominium is broken down separately in the Energy Supply Sub-Agreement. Each Unit Owner's vote in the Council of Unit Owners shall be based upon such Unit Owner's Percentage Interest as also set forth in Exhibit "D". Except as otherwise specifically provided in this Declaration, the Percentage Interests, the Residential Alternative Expense Allocations and votes established in this Declaration (a) shall not be changed without the unanimous written consent of all of the Unit Owners and the mortgagees (as defined in the Maryland Condominium Act) evidenced by an appropriate amendment to this Declaration recorded among the Land Records, (b) shall not be separated from the Unit to which they appertain, and (c) shall be deemed conveyed or encumbered with the Unit even though such Percentage Interests, Residential Alternative Expense Allocations and/or votes are not expressly mentioned or described in the conveying deed or other instrument. Subject to the provisions of the Bylaws and this Declaration, a Unit Owner may, pursuant to and in accordance with the Maryland Condominium Act, grant a part of his or her Unit to another Unit Owner and the part of the Unit conveyed may be incorporated as part of such other Unit, or a Unit Owner may subdivide his or her Unit, whereupon, in accordance with the Maryland Condominium Act, the Percentage Interest, Residential Alternative Expense Allocation and vote appurtenant to the original Unit shall be reallocated to the resulting Units.

ARTICLE 6

COVENANT AGAINST PARTITION; ENCROACHMENTS; EASEMENTS

Section 6.1. *Covenant Against Partition.* The Common Elements, both General Common Elements and Limited Common Elements, shall remain undivided and, except as otherwise provided in this Declaration and in the Maryland Condominium Act, shall remain appurtenant to the designated Units. No Unit Owner or any other person shall bring any action for partition or division of the Common Elements except as may be provided for in this Declaration and in the Maryland Condominium Act.

Section 6.2. Encroachments; Mutual Support. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of the Units and/or Common Elements, or if any such encroachment shall occur hereafter as a result of construction, reconstruction, repair, shifting, movement or settlement, or otherwise, a valid easement for the encroachment and for the maintenance of the same exists so long as the encroaching Unit and/or Common Elements shall stand. In the event any Unit, any adjoining Unit, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then constructed, reconstructed or repaired, encroachment of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements resulting from such construction, reconstruction or repair shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the encroaching improvements shall stand. An easement for mutual support shall exist in the Units and the Common Elements.

Section 6.3. General Easements.

(a) The Council of Unit Owners, by and through its Board of Directors and the Managing Agent, if applicable, and their agents and employees, shall have the following easement rights. Except in cases involving manifest danger to public safety or property, the Council of Unit Owners, by and through its Board of Directors and the Managing Agent, if applicable, and their agents and employees, shall make a reasonable effort to give notice to the owner of any Unit to be entered for the purposes set forth in this Section 6.3(a).

(i) An irrevocable right and exclusive easement to enter those portions of the Units and Common Elements for which the Council of Unit Owners has exclusive control and/or the right and obligation to maintain and those areas adjacent to such portions of the Units and Common Elements, including, without limitation, the Building exteriors, roof, and components of the Condominium that are deemed by the Board of Directors to be of benefit to or affecting multiple Unit Owners, whether or not they are part of a Unit, including, but not limited to, windows, exterior doors, balconies, terraces, and patios.

(ii) An irrevocable right and a non-exclusive easement to enter Units to make repairs to Units or Common Elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. If damage is caused to the Common Elements or any Unit through which access is taken, the Council of Unit Owners, if it is responsible for such damage, is liable for the prompt repair of such damage. An entry by the Council of Unit Owners through its Board of Directors, the Managing Agent, and their agents, and employees for the purposes specified in this Section 6.3(a) shall not be considered a trespass.

(iii) An irrevocable right and an easement to enter a Unit for purposes of inspections and performing any maintenance or repair which the Council of Unit Owners is obligated or elects to perform pursuant to the Bylaws, including, without limitation, inspections, maintenance and repair pursuant to Section 5.14(a) of the Bylaws, and maintenance, repair or

replacement of Common Elements located within or adjacent to a Unit and any roof areas above a Unit that are part of or adjacent to a Unit.

(b) The driveways and paved areas within the Condominium, if any, shall be subject to an easement in favor of the Unit Owners for reasonable and necessary pedestrian and vehicular ingress and egress to and from the improvements within the Property and to and from all public and private roadways and streets serving the Property. Each Unit Owner shall have a right of ingress and egress to and from such Unit Owner's Unit. In addition, the Council of Unit Owners and the individual Unit Owners benefit from all easements established for the Tower Unit in the Master Condominium Governing Documents over the Master Condominium common elements, subject to any restrictions contained in the Master Condominium Governing Documents and the payment of the Master Condominium Common Expenses.

(c) There is hereby reserved unto the Developer (and its successors and assigns to whom such easement has been specifically assigned in writing) for the benefit of the Developer and its agents a nonexclusive easement over, across and through all of the Property, except for Units conveyed by the Developer, for the purpose of access, the 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, improvement and repair of the Property and the marketing, sales and leasing of Units. Without limiting the generality of the foregoing, for so long as the Developer owns any Units, the Developer may use Common Elements including any lobby areas, management offices and unsold Units in connection with its sales of Units.

(d) There is hereby reserved unto the Developer, and its successors and assigns to whom such easement has been specifically assigned in writing, for the benefit of the Developer and its agents a nonexclusive easement and right of access to the Units and the Common Elements for the purpose of making necessary inspections of the Units and/or Common Elements relative to its responsibilities as the Developer, and for the purpose of performing installations, alterations and/or repairs to the Units and/or the mechanical and electrical services and other Common Elements in the Units or elsewhere in the Condominium relative to its responsibilities as the Developer (including, without limitation, in connection with the Developer's warranty obligations), and to correct any condition which violates the provisions of any warranty regarding the Units and/or Common Elements, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. The failure of the Council of Unit Owner or any Unit Owner to grant, or any action taken by the Council of Unit Owners or any Unit Owner to interfere with, such access, shall excuse the Developer from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising out of any unfulfilled Developer warranty will be the sole obligation and liability of the person or entity who or which impedes the Developer in any way in the Developer's activities described in this subsection. The Board of Directors and/or the Managing Agent shall retain master keys or other copies of keys to the Units for entry to the Units in accordance with this Declaration, the Bylaws, and Rules and each Unit Owner shall, upon request, furnish a copy of their Unit key to the Board or Managing Agent for such purpose. The Board of Directors may from time to time establish or amend Rules relating to key policies.

(e) There is hereby reserved unto the Developer and its successors and assigns to whom such easement has been specifically assigned in writing, for the benefit of the Property and for the benefit of the Developer and its successors and assigns to whom such right has been specifically assigned in writing, a non-exclusive perpetual blanket easement and right of passage on, through, over, under, and across all of the Property, including the Common Elements for ingress, egress, installation, replacement, repair, maintenance and use of all utilities, including, but not limited to, water, sewer, drainage, gas, electricity, cable television, telephones, internet, broadband and other communications lines, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary utility equipment on the Property, to affix and maintain electrical, telephone and other communications wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon and to have construction vehicles, personnel, equipment and the like exercise the aforesaid right of ingress and egress over the Property. There is further reserved unto the Developer, and its successors and assigns to whom such right has been specifically assigned in writing, the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this Section 6.3(e). In the exercise of any rights under this Section 6.3(e), there shall be no unreasonable interference with the use of the Property or any Unit for residential purposes, or with the Common Elements for the purposes for which they are reasonably intended. Any person or entity exercising any rights under this Section 6.3(e) shall be obligated to promptly repair, at their own expense, any damage caused by the exercise of such rights and to restore, to the extent practicable, any damaged real or personal property to the condition of such property prior to the exercise of such rights.

(f) There is hereby reserved unto the Developer, and its successors and assigns to whom such easement has been specifically assigned in writing, for the benefit of the Property and for the benefit of the Developer and its successors and assigns to whom such right has been specifically assigned in writing, a non-exclusive perpetual blanket easement and right of passage on, through, over, under and across all of the Property, including the Common Elements, to facilitate and enable the development and construction of that portion of the Building composing the Condominium, improvements and related facilities upon the Property and to conduct all other development and construction related activities on the Property, the Building and the Master Condominium as are deemed necessary or desirable by the Developer or its successors and assigns to whom such right has been specifically assigned in writing. The Developer, and its successors and assigns to whom such right has been specifically assigned in writing, shall have all rights and privileges reasonably necessary to the exercise of the foregoing easement, including, without limitation, crane swing easements over the Property and a reasonable right of ingress and egress on, over and through the Property and Common Elements by construction equipment and construction personnel. In the exercise of any rights under this Section 6.3(f), there shall be no unreasonable interference with the use of the Property or any Unit for residential purposes, or with the Common Elements for the purposes for which they are reasonably intended. Any person or entity exercising any rights under this Section 6.3(f) shall be obligated to promptly repair, at their own expense, any damage caused by the exercise of such

rights and to restore, to the extent practicable, any damaged real or personal property to the condition of such property prior to the exercise of such rights.

(g) The Condominium and the Council of Unit Owners and the individual Unit Owners shall be entitled to those easements and rights over the Hotel Unit, the Garage 1 Unit, the Garage 2 Unit, the Retail 1 Unit, the Retail 2 Unit and the Retail 3 Unit as well as the other Master Condominium Units and Master Condominium common elements as provided in the Master Condominium Governing Documents and in the Garage Easement. Such rights shall be subject to the Council of Unit Owners' obligation to contribute Master Condominium Common Expenses as contemplated in the Master Condominium Governing Documents and the Master Condominium Budget. As provided in the Bylaws, the Master Condominium Common Expenses shall be included as part of the Common Expenses and shall be charged to the Unit Owners as Common Expenses. As provided in the Garage Easement and the individual Parking/Storage Space Easements purchased by Unit Owners, the Council shall, as a convenience, collect the Garage Expenses charged to Unit Owners that have purchased Parking/Storage Space Easements and remit the same to the Garage 2 Unit Owner.

(h) The Expansion Property shall be benefited and burdened by all easements set forth in this Declaration with respect to the Property, the Units and Common Elements to the extent reasonably necessary to promote the development and operation of any portions of the Expansion Property whether or not such Expansion Property is subject to the Condominium Governing Documents and annexed into the Condominium. For purposes of such easements only, the Expansion Property shall be deemed part of the Property, a Unit and/or Common Element as reasonably applicable under the circumstances.

(i) The Condominium is contained within the same Building as the Hotel Unit, the Retail 1 Unit and the Retail 3 Unit and, as a result, shares certain facilities, utilities and other Building components with the Hotel Unit, Retail 1 Unit and Retail 3 Unit and any portion of the Expansion Property not annexed to the Condominium ("**Shared Building Components**"). The Condominium shall have such easements and rights and shall be subject to such easements and rights of the Hotel Unit, Retail 1 Unit, Retail 3 Unit and Expansion Property as necessary and as contemplated in the Master Condominium Governing Documents to such Shared Building Components and shall share in the costs of operation, management, maintenance, repair, replacement, reasonable reserve contributions and insurance based upon the reasonable pro rata share of each of the Master Condominium Units sharing such Shared Building Components. The shared obligations of the Council of Unit Owners for these Shared Building Components shall be included as part of the Common Expenses and reflected in the budget of Condominium as provided in the Bylaws.

ARTICLE 7

DEVELOPER'S RIGHT TO RENT OR SELL UNITS

Section 7.1. General Right. Anything contained in this Declaration or the Bylaws to the contrary notwithstanding, the Developer shall have the right to transact any business on the Property and utilize any portion of the Property (including the Common Elements) necessary or

desirable to consummate sales or rentals of Units, including, but not limited to, the right to maintain employees, affiliates and contractors in a sales or rental office within the Property, and to show Units for sale or rent. The sales or rental office, the furniture and furnishings in the model Units, signs and all items pertaining to the sale or rental of Units by the Developer or others shall not be considered Common Elements but shall remain the property of the Developer or its sales affiliate or agent. The right to rent units and to maintain a sales, rental or management office shall extend to any managing agent or rental agents employed by the Developer or by nominees or designees of the Developer. Such sales, rental or management office may also be utilized for the sale, rental or management of other residential units in other condominium regimes or other developments for as long as the Developer desires.

Section 7.2. Limitations on Unit Owners. In furtherance of the rights granted to the Developer in this Article 7, no act of omission or commission shall be taken by any Unit Owner or the Council of Unit Owners which, in the sole determination of the Developer, would infringe upon the Developer's, or its nominees' or designees', ability to sell or rent Units, including, without limitation, altering the design, location or appearance of any of the Common Elements, failing to maintain any portion of the Condominium in accordance with sound property management standards or otherwise detracting from the aesthetic nature of the Condominium established by the Developer.

ARTICLE 8 RIGHT TO EXPAND CONDOMINIUM

Section 8.1. Reservation of Right to Expand Condominium. The Developer hereby reserves the right to expand the Condominium without the consent of the Unit Owners and to annex to the Property additional property and improvements thereon, provided that this reserved right shall terminate on the tenth (10th) anniversary after the date of the recordation of this Declaration and shall otherwise comply with the provisions of Section 11-120 of the Act. Notwithstanding the foregoing, Developer shall be under no obligation to expand the Condominium and any such expansion shall be at Developer's sole discretion.

Section 8.2. Conditions of Right to Expand Condominium.

(a) The land and the improvements now or hereafter to be located thereon which may be annexed to and made a part of the Condominium ("**Expansion Property**") are described in **Exhibit "E"** attached hereto and made a part hereof. Such Expansion Property includes potential expansion of the Garage Easement as well as additional Units and Common Elements as provided in **Exhibit "E"**.

(b) The total number of Units which may be contained in the Condominium is sixty-two (62); however, such Units and/or any Common Elements and/or Limited Common Elements appurtenant to them may be added in stages.

(c) The Percentage Interest in the Common Elements, in the Common Expenses and common profits of the Council of Unit Owners, the number of votes appurtenant to any Unit and the Residential Alternative Expense Allocation following the addition of any group

of Units to the Condominium shall be determined in accordance with the method set forth in Exhibit "D" attached hereto and made a part hereof. The Developer shall set forth in a Supplementary Declaration at the time of such expansion the Percentage Interests and votes for all Units following the expansion, said figures to be computed in the manner set forth in Exhibit "D".

(d) The expansion of the Condominium shall not be effective until such time as there has been recorded among the Land Records (i) a Supplementary Declaration setting forth the new Percentage Interest in the Common Elements and Percentage Interest in the common profits and Common Expenses appurtenant to each Unit and the vote appertaining thereto, and (ii) an amendment to the Condominium Plat setting forth with respect to the new property which has been added to the Condominium the information that is required to be shown upon the Condominium Plat, pursuant to Section 11-105 of the Act.

Section 8.3. Effect of Expansion. Upon the recordation of the Supplementary Declaration and amendment to the Condominium Plat, each Unit Owner shall automatically have the Percentage Interest in the Common Elements and Percentage Interest in the common profits and Common Expenses, the vote appurtenant to his Unit and the Residential Alternative Expense Allocation set forth in the Supplementary Declaration. The interest of each Mortgagee shall attach by operation of law to the Percentage Interest in the Common Elements appurtenant to the Unit with respect to which it holds a lien. In addition, the assessments for the Common Expenses of the Condominium on each Unit listed on a Supplementary Declaration shall commence upon the recordation of such Supplementary Declaration.

Section 8.4. Power of Attorney. There is hereby reserved unto the Developer (or such other party as may in writing be designated by the Declarant) an irrevocable Power of Attorney, coupled with an interest, for the purpose of reallocating the Percentage Interests and voting rights appurtenant to each of the Units in the Condominium in accordance with the provisions of this Declaration and to execute, acknowledge and deliver such further instruments as may from time to time be required in order to accomplish the purposes of this Article 8. Each Unit Owner and each Mortgagee of a Unit shall be deemed to have acquiesced in amendments to this Declaration and in amendments to the Condominium Plat for the purpose of adding the aforesaid additional Units and Common Elements to the Condominium, as set forth above, and shall be deemed to have granted unto the Developer (or such other party as may in writing be designated by the Developer), an irrevocable Power of Attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments and each such Unit Owner and Mortgagee shall be deemed to have agreed and covenanted to execute such further assurances and instruments, if any, as may be required by the Developer and its successors or assigns, to properly accomplish such amendments.

Section 8.5. Future Improvements. Any improvements situated on property added to the Condominium in accordance with this Article 8 of the Declaration and the Act will be substantially completed prior to annexation and will be substantially consistent in terms of quality of construction and structure type with the initial improvements of the Condominium, unless otherwise approved by the Federal National Mortgage Association ("FNMA"). The

Declarant reserves the right to modify the architectural type, style, size and floor plans of the Units and buildings within any property to be annexed within the Condominium.

ARTICLE 9 UTILITY MAINTENANCE EASEMENT

Each present and future Unit Owner and, if applicable, tenants of each Unit Owner and other occupants of each Unit, shall grant a right of access to his or her Unit to the Managing Agent and/or any other person authorized by the Council of Unit Owners for the purpose of making inspections of the plumbing, electrical, cable TV, telephone, internet, broadband and other communications systems, and any other common utilities system and for the purpose of correcting any problems with any such system in any Unit which might affect that Unit, any other Unit in the building or any of the Common Elements. In the event of an emergency, such entry shall be immediate whether the Unit Owner or occupant is present or not, provided that if such entry is not needed on an emergency basis the Managing Agent or other authorized person shall provide the Unit Owner or occupant with reasonable prior notice of such entry. The Managing Agent or other authorized person may permit employees or agents of the applicable utility company serving the Property to enter the Property to repair, replace or remove equipment owned by or under the control of such utility company. The provisions of this Article shall not be deemed to alter the responsibilities of the Council of Unit Owners and/or any Unit Owner for the maintenance and repair of the Units and/or Common Elements as specified elsewhere in this Declaration or in the Bylaws.

ARTICLE 10 MISCELLANEOUS

Section 10.1. Construction and Enforcement.

(a) The provisions of this Declaration shall be liberally construed to achieve the purpose of creating a uniform plan for the operation of the Property as a condominium. This Declaration, the Bylaws and the Rules may be enforced by the Developer, any Unit Owner and/or the Council of Unit Owners or its Board of Directors by any proceeding at law or in equity against any person or persons violating any of the same, either to restrain or enjoin violation or to recover damages, or both, and against any Unit to enforce any lien created hereby. The failure or forbearance by the Developer, the Council of Unit Owners or any Unit Owner to enforce any of the Covenants and Restrictions in this Declaration, the Bylaws, or the Rules, shall in no event be deemed a waiver of the right to do so thereafter.

(b) There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the provisions of this Declaration, the Bylaws or the Rules, as amended from time to time, cannot be adequately remedied exclusively by action at law or by recovery of damages.

Section 10.2. Severability. Invalidity of any part of this Declaration by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 10.3. Captions; Gender. The captions contained in this Declaration are included only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration, or the intent of any provision of this Declaration. Whenever the context so requires in this Declaration, the use of the masculine, feminine or neuter pronoun shall include the others and the singular shall include the plural, and vice versa.

Section 10.4. Amendments.

(a) Subject to Article 8 and Sections 10.4(b), 10.8, and 10.9, this Declaration may be amended only in accordance with the Maryland Condominium Act and with the written consent of the Developer for so long as the Developer owns any Unit.

(b) Notwithstanding Section 10.4(a) above, the Developer or the Board of Directors may unilaterally amend this Declaration, the Bylaws, and the Condominium Plat to correct or supplement any mathematical mistakes, inconsistencies, or scrivener errors, engineering errors, or any erroneous or incomplete information based upon any objectively verifiable fact.

(c) Any amendment to this Declaration, the Bylaws or the Condominium Plat shall not become effective until such time as it has been recorded among the Land Records.

Section 10.5. Consents. Notwithstanding any other provision of this Declaration, unless otherwise provided by statute, neither the Developer, the Council of Unit Owners nor the Board of Directors shall take any of the following actions unless the approvals indicated have been obtained:

(a) By act or omission, seek to abandon or terminate the Condominium project unless at least eighty percent (80%) of the Unit Owners (except in the case of a taking of all the Units by eminent domain under Section 11-112 of the Maryland Condominium Act) and at least sixty-seven percent (67%) of the Eligible Mortgage Holders (or at least fifty-one percent (51%) of such Eligible Mortgage Holders in the case of the substantial condemnation or substantial destruction of the Property) have given their prior written approval;

(b) Change the pro-rata interest or obligations of any Unit unless all Eligible Mortgage Holders and all Unit Owners have given their prior written approval;

(c) Except as provided pursuant to the Maryland Condominium Act or other applicable law, or in case of condemnation or substantial loss to the Units and/or Common Elements, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission without the prior consent of two-thirds (2/3) of the Eligible Mortgage Holders (based on one (1) vote per First Mortgage owned) or two-thirds (2/3) of the Unit Owners (other than the Developer);

(d) Except as provided in the Master Condominium Declaration, the Maryland Condominium Act or other applicable law, use hazard insurance proceeds for losses to any of the Property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Property and the improvements situated thereon without the prior written

consent of two-thirds (2/3) of the Eligible Mortgage Holders (based on one (1) vote per First Mortgage owned), or two-thirds (2/3) of the Unit Owners (other than the Developer);

(e) Restore or repair the Condominium after a partial condemnation other than substantially in accordance with the Declaration and the original plans and specifications, unless at least fifty-one percent (51%) of the Eligible Mortgage Holders (based on one (1) vote for each First Mortgage owned) have given their prior written approval;

(f) Reallocate interests in the Common Elements after the partial destruction of the Condominium unless at least fifty-one percent (51%) of the Eligible Mortgage Holders have given their prior written approval; or

(g) Unless the consent of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Council of Unit Owners are allocated (or such higher percentage as may otherwise be required by this Declaration or the Maryland Condominium Act) and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages or deeds of trust held by Eligible Mortgage Holders is obtained, amend any material provision of this Declaration, the Bylaws or Condominium Plat which establishes, provides for, governs or regulates any of the following:

- (i) Voting rights;
- (ii) Assessment liens or the priority of such liens;
- (iii) Reductions in reserves for maintenance, repair and replacement of the Common Elements;
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interests in the Common Elements or rights to their use;
- (vi) Definition of Unit boundaries or the exclusive easement rights appertaining to Units;
- (vii) Convertibility of Units into Common Elements or of Common Elements into Units;
- (viii) Expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Condominium except as otherwise authorized in this Declaration;
- (ix) Hazard or fidelity insurance requirements;
- (x) Imposition of any restrictions on the leasing of Units except as otherwise set forth in this Declaration or the Bylaws;

(xi) Imposition of any restrictions on the right of a Unit Owner to sell or transfer his or her Unit;

(xii) A decision by the Council of Unit Owners to establish self-management if professional management has been required previously by this Declaration, the Bylaws or an Eligible Mortgage Holder;

(xiii) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Master Condominium Declaration, this Declaration, the Bylaws or the Maryland Condominium Act;

(xiv) Any action to terminate the Condominium after substantial destruction or condemnation occurs;

(xv) Any provisions that expressly benefit mortgage holders, insurers or guarantors of First Mortgages; or

(xvi) Any provisions regarding the powers and duties of the Board of Directors or the Council of Unit Owners.

An amendment shall not be considered material for purposes of this Section 8.5(g) if such amendment is for purposes of correcting typographical or engineering errors or omissions, or is for purposes of clarification only.

Section 10.6. Successors of Developer. Any and all rights, reservations, easements, interests, exemptions, privileges, powers, obligations, and liabilities of the Developer hereunder, or any part of them, may be assigned or transferred, exclusively or non-exclusively, by the Developer by an instrument in writing that expressly sets forth the matters being assigned or transferred.

Section 10.7. Developer Reserved Rights. No amendment to this Declaration or the Bylaws may remove, revoke, modify or amend any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Developer under this Declaration or the Bylaws or any provision of this Declaration or the Bylaws that otherwise inures to the benefit of the Developer (collectively, the **"Developer's Rights"**) without the prior written consent of the Developer. The Developer's Rights may be exercised by the Developer for so long as the Developer or any of its affiliates owns any Units or other portion of the Property or any property adjacent to the Property and for so long as the Developer has any obligations with respect to the development or repair of the Property. In no event shall any of the Developer's Rights be deemed terminated, waived, transferred or assigned to the Unit Owners or the Council of Unit Owners merely on account of the Developer ceding control of the Board of Directors to the Unit Owners.

Section 10.8. Developer's Power of Attorney to Amend the Condominium Documents. The Developer hereby reserves for itself, its successors, transferees and assigns, for a period of ten (10) years from the date the first Unit is conveyed to an individual purchaser, or until it

conveys title to the last Unit, whichever occurs first, the right to execute on behalf of all contract purchasers, Unit Owners, Eligible Mortgage Holders, mortgagees, and other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to this Declaration, the Bylaws or the Condominium Plat which may be so required by Fannie Mae, the Federal Housing Administration ("FHA"), the Department of Veterans Affairs ("VA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA"), or by any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Condominium, or institutional lender or title insurance company designated by the Developer, or as may be required to comply with the Fair Housing Amendments Act of 1988, as amended from time to time, to comply with the Maryland Condominium Act, or to comply with other applicable laws and regulations.

(a) By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, Unit Owner, Eligible Mortgage Holder, mortgagee or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Developer, its successors, transferees and assigns, as attorney-in-fact for the purpose of executing such agreement, document, amendment, supplement and other instrument(s) necessary to effect the foregoing subject to the limitations set forth herein.

(b) No such agreement, document, amendment, supplement or other instrument which adversely affects the value or substantially alters the floor plan of a Unit, or changes the Percentage Interest appurtenant to such Unit, or substantially increases the financial obligations of the Unit Owner, or reserves any additional or special privileges for the Developer not previously reserved, shall be made without the prior written consent of the affected Unit Owner(s) and all owners of any mortgage(s) encumbering the Unit(s) owned by the affected Unit Owner(s). Any such agreement, document, amendment, supplement or instrument which adversely affects the priority or validity of any mortgage which encumbers any Unit shall not be made without the prior written consent of the owners of all such mortgages.

(c) The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to the Units and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power of attorney. Said power of attorney shall be vested in the Developer, its successors, transferees and assigns until the initial conveyance of all Units planned to be within the Condominium or the expiration of same.

Section 10.9. Developer's Power of Attorney to Facilitate Development. There is hereby reserved unto the Developer (or such other party as may in writing be designated by the Developer) an irrevocable power of attorney, coupled with an interest, for the purpose of executing, acknowledging and delivering on behalf of all contract purchasers, Unit Owners, Eligible Mortgage Holders, mortgagees, and other lienholders or parties claiming a legal or equitable interest in the Condominium, any and all subdivision plats, public works agreements,

dedication deeds and agreements, development agreements and such other instruments as may from time to time be required by the City of Baltimore or other governmental authorities in order to complete the development of the Master Condominium, including the Condominium. Each contract purchaser, Unit Owner, Eligible Mortgage Holder, mortgagee, and other lienholder or party claiming a legal or equitable interest in the Condominium shall be deemed to have consented to all such instruments and shall be deemed to have granted unto the Developer (or such other party as may in writing be designated by the Developer), an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such instruments and each of the foregoing parties shall be deemed to have agreed and covenanted to execute such further assurances and instruments, if any, as may be required by the Developer and its successors or assigns, to properly accomplish such purposes.

Section 10.10. Extraordinary Actions. Although the Board of Directors shall generally have broad powers to regulate, govern and manage the Condominium, the power to approve certain Extraordinary Actions (as defined below) shall remain vested in the Council of Unit Owners. Any provision of this Declaration or the Bylaws to the contrary notwithstanding, the Board of Directors shall not be authorized to take any Extraordinary Actions without the affirmative vote of Unit Owners representing not less than sixty-seven percent (67%) of the total votes entitled to be cast by Unit Owners and voting in person or by proxy at any meeting of the Council of Unit Owners. The term “**Extraordinary Actions**” shall mean any and all legal actions or proceedings taken or pursued by or on behalf of the Council of Unit Owners, including, without limitation, commencing or maintaining any litigation, arbitration or similar proceeding on a contingency fee or payment basis that would reasonably require the expenditure of funds in excess of Twenty-Five Thousand Dollars (\$25,000.00) in the aggregate during any fiscal year of the Council of Unit Owners, except for routine Common Expense or other assessment collection matters, or actions required to enforce the restrictions on use of Units set forth in Article 5 of the Bylaws or in the Rules and subject to such other and additional requirements provided in Article 12 of the Bylaws.

Section 10.11. Limited Warranty. Each Unit shall be warranted by the Developer to the extent required by Section 11-131(c) of the Maryland Condominium Act. The Common Elements shall be warranted by the Developer to the Council of Unit Owners to the extent required by Section 11-131(d) of the Maryland Condominium Act. The limited warranty certificate for the Units and the Common Elements is attached to and made a part of this Declaration as **Exhibit “F”**. In the event of any inconsistency between the limited warranty set forth in **Exhibit “F”** and any other limited warranty given by the Developer to a Unit purchaser, such other limited warranty shall control with respect to such Unit purchaser.

Section 10.12. Non-Merger. Notwithstanding that all or portions of the Property may be owned by the same entity, all of the rights, easements and other provisions of this Declaration shall not be deemed extinguished by merger.

Section 10.13. Consolidation of Units. Upon compliance with the express requirements of the Act, this Declaration, the Bylaws, and all applicable laws, all or part of two or more adjacent Units may be combined into a larger Unit, provided that all Units to be combined are under common ownership at the time of such combination. Upon any such combination of

Units, the percentage interests appurtenant to such Units shall be reallocated in accordance with the procedures set forth in the Act. The Board of Directors, through its authorized officer, shall execute such amendments to the Condominium documents on behalf of the Council of Unit Owners as may be required in connection with any combination of Units that is made in accordance with the Act.

HARBOR EAST PARCEL D – RESIDENTIAL
LLC, a Maryland limited liability company,

By: _____
Authorized Person

STATE OF MARYLAND

*
* to wit:
*

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A circular notary seal for Patricia Ann Berkey, a Notary Public in Baltimore City, MD. The seal features her name "PATRICIA ANN BERKEY" around the top inner edge, "NOTARY PUBLIC" in the center, and "BALTIMORE CITY, MD" around the bottom inner edge.

[NOTARIAL SEAL]

* * *

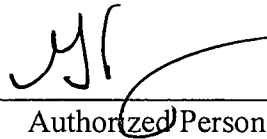
DEVELOPER'S CERTIFICATION

I HEREBY AFFIRM under penalty of perjury that the notice requirements of Section 11-102.1 of the Real Property Article of the Annotated Code of Maryland (2003 Replacement Volume), if applicable, have been fulfilled.

**HARBOR EAST PARCEL D – RESIDENTIAL
LLC, a Maryland limited liability company,**

Patricia Ann Berkay

By:


Authorized Person

* * *

ATTORNEY CERTIFICATION

I hereby certify that this Seventh Amendment to Declaration of Condominium for Harbor East Parcel D Master Condominium was prepared by me or under my supervision, and that I am an attorney duly licensed to practice before the Court of Appeals of Maryland.


Shelah F. Lynn

JOINDER AND CONSENT OF BENEFICIARY

Manufacturers and Traders Trust Company, as beneficiary, under that certain Indemnity Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement dated May 30, 2012, and recorded among the Land Records of Baltimore City, Maryland in Liber No. 14321, folio 064, *et seq.* (the "Deed of Trust"), hereby joins in the aforesaid Harbor East Tower Condominium Declaration (the "Declaration") for the sole purpose of expressing consent thereto and of binding, subjecting and subordinating the Deed of Trust and its interest in the property encumbered by the Deed of Trust to the terms of the aforesaid Declaration.

WITNESSETH:**MANUFACTURERS AND TRADERS
TRUST COMPANY**TE 17

By: [Signature] (SEAL)
 Name: Andrew B. Bolton, III
 Title: Vice President

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 18 day of August, 2017, before me, the undersigned Notary Public of the State of Maryland, personally appeared Andrew Bolton known to me (or satisfactorily proven) to be the Vice President of MANUFACTURERS AND TRADERS TRUST COMPANY who executed the foregoing instrument, and acknowledged that he/she executed the same in the capacity and for the purposes therein recited.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature: Wilma C. Pascale]
 Notary Public

My Commission Expires: 1/2/2018

Exhibit A**(Description of the Property)**

That portion of the Tower Unit in the Harbor East Parcel D Master Condominium, as such unit is defined in the Harbor East Parcel D Master Condominium Declaration recorded among the Land Records in Liber 9640 at page 458, et seq., as amended and as shown on the Harbor East Parcel D Master Condominium Plats, recorded among the Land Records in Condominium Book FMC at page 694, Plats 1 through 5 inclusive; as amended pursuant to a Condominium Plat filed on November 30, 2009 in Condominium Plat Book FMC No. 756, Plats 1 through 32 inclusive; as amended by deletion of sheet 6 of 32 of the Plat Amendment and replacement of sheet 6 it with an amended sheet 6 of 32 dated December 30, 2011 and recorded among in Condominium Plat Book FMC No. 774; and as further amended by a Third Amended Condominium Plat amending Sheet 26 and adding Sheet 26A to subdivide the Tower Unit to create the Tower Unit and Retail 3 Unit; as further amended by a Fourth Amended Condominium Plat amending Sheets 1 through 5 to subdivide the Garage Unit and create Garage 1 Unit and Garage 2 Unit; and as further amended by a Fifth Amended Condominium Plat recorded in Plat Book No. MB826, sheets 1 through 36, to depict the final completion of the Tower Unit and Retail 3 Unit; said property being further identified as Lot 006, Tax Identification No. 03061800; as such portion of the Tower Unit is depicted on the Harbor East Tower Condominium Plat consisting of 18 sheets and recorded immediately prior to this Declaration in Plat Book MB827, (the "Condominium Plat"), excepting and excluding the Expansion Property described in **Exhibit E** to this Declaration and depicted on the Condominium Plat.

Exhibit "B"

Bylaws

of the

Council of Unit Owners

of

Harbor East Tower Condominium

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Bylaws of the Council of Unit Owners

of

Harbor East Tower Condominium

ARTICLE 1

PLAN OF CONDOMINIUM OWNERSHIP

Section 1.1. The Condominium. The property described on Exhibit "A" to the Declaration has been established as a condominium pursuant to the Maryland Condominium Act. These Bylaws are attached to and made part of the Declaration as Exhibit "B" and are intended by the Developer to set forth, among other things, a plan by which the affairs of the Condominium shall be administered and governed by the Council of Unit Owners and its Board of Directors pursuant to the Maryland Condominium Act.

Section 1.2. Definitions. Words and phrases defined in the Declaration shall have the same meanings in these Bylaws unless otherwise apparent from the context or otherwise defined in these Bylaws.

Section 1.3. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Council of Unit Owners and to the Condominium. All present and future Unit Owners, lessees and occupants of Units, and any other persons who may use the Condominium or the facilities of the Condominium in any manner, are subject to these Bylaws, the Declaration and the Rules from time to time promulgated by the Board of Directors. The acceptance of a deed of conveyance or other transfer of legal or equitable interest to a Unit shall be deemed to constitute an agreement of acceptance, ratification and compliance with these Bylaws, the Rules and the provisions of the Declaration, as they may be amended from time to time.

ARTICLE 2

COUNCIL OF UNIT OWNERS

Section 2.1. Purpose and Status of Council of Unit Owners. The purpose of the Council of Unit Owners shall be to operate and maintain the Condominium for the benefit of the Unit Owners and to exercise the powers conferred upon it by the Maryland Condominium Act, the Master Condominium Governing Documents, the Declaration and these Bylaws. The Council of Unit Owners shall be an unincorporated entity; however, the Developer or the Board of Directors may incorporate the Council of Unit Owners if it determines that it would be in the best interest of the Council of Unit Owners to do so.

Section 2.2. Name and Mailing Address. The Council of Unit Owners hereby organized and formed for the purposes set forth above shall be known as the "Council of Unit Owners of Harbor East Tower Condominium". Unless changed from time to time by the Board of Directors, the office and mailing address of the Council of Unit Owners and the Board of

Directors shall be the same as the mailing address of the Managing Agent. The current mailing address for the Managing Agent is c/o 300 International Drive, Baltimore, Maryland 21202.

Section 2.3. Powers of the Council of Unit Owners. The Council of Unit Owners shall have all of those powers enumerated in the Act, the Master Condominium Governing Documents, the Declaration and these Bylaws. All powers residing in the Council of Unit Owners, except for those that are in the Act, the Declaration or these Bylaws expressly reserved to the Council of Unit Owners, shall be delegated to and exercised by the Board of Directors and/or the Managing Agent.

Section 2.4. Members. The Council of Unit Owners shall have as its members every Unit Owner; *provided, however*, that any person, group of persons, corporation, partnership, 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 2.5. Annual Meetings. Within sixty (60) days from the date that deeds to Units representing fifty percent (50%) of the votes in the Council of Unit Owners (based on the total number of anticipated Units in the Condominium) have been delivered by the Developer and title closed thereon, the Developer shall notify the Unit Owners and the first annual meeting of the Council of Unit Owners shall be held for the purpose of electing members to the Board of Directors. Notice of such meeting shall be given in accordance with the provisions of Section 2.8 below. Subsequent annual meetings of the Council of Unit Owners should be held on the same date of each year as the first annual meeting or such reasonably similar date as may be selected by the Board of Directors. Subsequent annual meetings of the Council of Unit Owners shall be held for the purpose of electing Directors to succeed those whose terms shall have expired as of the date of such annual meetings, and for the transaction of such other business as may come before the meeting.

Section 2.6. Special Meetings. It shall be the duty of the President of the Council of Unit Owners to call a special meeting of the Council of Unit Owners (a) if so directed by resolution of the Board of Directors, or (b) upon a petition signed and presented to the Secretary of the Council of Unit Owners by Unit Owners having not less than fifty percent (50%) of the total authorized votes of all Unit Owners except as otherwise expressly provided in the Declaration or these Bylaws. However, except by resolution of the Board of Directors or as may be called by the Developer, no special meetings shall be called prior to the first annual meeting of the Council of Unit Owners. No business shall be transacted at a special meeting of the Council of Unit Owners except such as shall have been stated in the notice thereof.

Section 2.7. Place of Meetings. Meetings of the Council of Unit Owners shall be held at the Condominium or at such other suitable place convenient to the greatest practicable number of Unit Owners as may be designated in the notice of meeting by the Secretary.

Section 2.8. Notice of Meetings. It shall be the duty of the Secretary to provide notice of each annual or special meeting of the Council of Unit Owners at least ten (10) days, but not more than ninety (90) 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 or her address shown on the roster required to be kept pursuant to Section 11-109(c) of the Act (the "**Roster**"). If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these Bylaws, the notice of meeting shall be given at least thirty (30) days prior to such meeting. The notice of meeting shall be given by mail, personal delivery, electronic transmission or any other method as may be authorized by the Act, as amended from time to time. If given by mail, notice shall be considered given as of the date of such mailing. If notice is given by personal delivery, it shall be delivered to a Unit Owner at his or her address as shown on the Roster. Service of notice by personal delivery shall be proven by affidavit of the person serving such notice. Notice given by electronic transmission shall comply with the procedures and requirements of the Act, as amended from time to time. 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 2.9. Conduct of Meetings.

(a) The president, if present, shall act as the chairman of and shall preside over each meeting of the Council of Unit Owners. In the absence of the president, the meeting of the Council of Unit Owners shall be chaired by the vice-president, if president, or if not, by any other officer or any other person who is present and elected chairperson thereof by a plurality of the votes. The chairperson of each meeting shall preside over its conduct.

(b) Meetings of the Council of Unit Owners shall be conducted in accordance with the most current edition of *Roberts Rules of Order* to the extent not inconsistent with these Bylaws, the Declaration or the Act.

(c) The secretary, if present, shall act as the secretary of each meeting. In the absence of the secretary, any assistant secretary or other person appointed secretary by the chairman at the meeting, shall act as secretary at the meeting. The secretary at the meeting shall take the minutes or cause the minutes of the meeting to be taken and delivered promptly after the meeting to the secretary of the Council of Unit Owners. The secretary at the meeting shall determine and confirm that a quorum is achieved as required by these Bylaws. The secretary at the meeting shall also be responsible for judging the eligibility of any person to cast any votes at the meeting as provided in these Bylaws, including the eligibility of any proxy submitted as provided by these Bylaws and pursuant to the Act, and shall perform any other duty of the secretary as may be required under these Bylaws or the Act as part of the business of the meeting.

Section 2.10. Adjournment of Meeting. If any meeting of the Council of Unit Owners cannot be held because a quorum of members has not attended, a majority of the Unit Owners present may adjourn the meeting and call for an additional meeting provided at least fifteen (15) days' notice of the time, place and purpose of the additional meeting is given to all Unit Owners. Notwithstanding the foregoing, if a quorum is not obtained at the additional meeting, the Council of Unit Owners may proceed with the additional meeting in accordance with the requirements of Section 5-206 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended, so long as the notice of the additional meeting complies with the requirements of such statutory provision.

Section 2.11. Voting.

(a) Each Unit Owner or, subject to the proxy limitations set forth below, a person designated by such Unit Owner to act as proxy on his or her behalf (and who need not be a Unit Owner), shall be entitled to cast the vote appurtenant to his or her Unit at all meetings of the Council of Unit Owners. The designation of any such proxy shall be made in writing and filed with the Secretary, in a form approved by the Board of Directors, which approval may not be unreasonably withheld, before the appointed time of each meeting. Each proxy shall be revocable at any time by written notice to the Secretary by the Unit Owner who so designated the proxy, and shall automatically expire one hundred eighty (180) days following its issuance unless granted to a mortgagee or lessee. Proxies may be utilized to establish a quorum pursuant to Section 2.13 below and may be utilized to vote on any other matter at the meeting of the Council of Unit Owners; *provided, however*, that only a directed proxy may be used to vote on elections of members to the Board of Directors.

(i) In the case of a Unit that is owned by more than one person or entity, any or all of such owners may be present at any meeting of the Council of Unit Owners and (those constituting the group acting unanimously) may vote or take any other action as a Unit Owner, either in person or by proxy. Where title to a Unit is in more than one person or entity, such multiple owners shall be entitled to cast, in the aggregate and as a single block, the vote allocated to the Unit. If such multiple owners shall be unable to agree upon their vote upon any matter at any meeting, they shall either designate a third party to cast their vote or shall lose their right to vote on such subject. If one or more, but less than all of such multiple owners shall 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.

(ii) A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

(iii) In the case of a Unit that is owned by a corporation, partnership, limited liability company, or other entity (i.e., a non-natural person), other than a Unit owned in a fiduciary capacity as addressed above, such entity shall file with the Council of Unit Owners a certificate identifying the authorized representative to serve as the voting member for the entity. Such authorized representative shall be authorized to vote on behalf of the entity and shall be authorized to execute a proxy on behalf of such entity for purposes of voting on Council of Unit Owner matters. The Council of Unit Owners may, but shall have no responsibility to, investigate the authenticity of the certificate. In the event that the entity shall fail to file the requisite certificate, the entity's president, vice president, secretary or managing member or other authorized representative may serve as the voting member on behalf of the entity, subject to reasonable evidence of such office as required by the Council of Unit Owners. The Council of Unit Owners shall have no obligation to investigate the authority of such representative.

(iv) Whenever the vote of the Unit Owners at a meeting is required or permitted to be taken in accordance with any provisions of the Act, the Declaration or by these Bylaws, 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.

(b) No Unit Owner shall be entitled to vote at a meeting of the Council of Unit Owners unless and until such Unit Owner shall have furnished the Council of Unit Owners with his or her name and current mailing address for listing on the Roster in accordance with Section 11-109(c) of the Act. Further, no Unit Owner shall be entitled to vote at a meeting of the Council of Unit Owners if the Council of Unit Owners has recorded a statement of condominium lien against the Unit Owner's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 2.12. Open Meetings. All meetings of the Council of Unit Owners shall be open to all owners or occupants of Units or their agents and other interested parties in the discretion of the Board of Directors or as required by law. Meetings of the Council of Unit Owners may be held in closed session for the purposes set forth in Section 3.9(a) and in accordance with Section 3.9(b) of these Bylaws.

Section 2.13. Majority of the Unit Owners. As used in these Bylaws, the term "majority of the 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 Council of Unit Owners.

Section 2.14. Quorum. Except as otherwise provided in these Bylaws or in the Maryland Condominium Act, the presence in person or by proxy of Unit Owners having at least twenty-five percent (25%) of the total authorized votes of all Unit Owners constitutes a quorum at all meetings of the Council of Unit Owners.

Section 2.15. Majority Vote. The vote of a majority of the Unit Owners present at a meeting at which a quorum is present shall be binding upon all Unit Owners for all purposes except for circumstances where the Maryland Condominium Act, the Declaration, or these Bylaws require a higher percentage vote.

Section 2.16. Limitation to Intervene in Unit Owner Claims. The Council of Unit Owners shall have no authority or standing whatsoever to sue, complain, intervene or defend with respect to any right, claim, action, cause of action or other matter of any nature whatsoever accruing to or for the benefit of, or otherwise exercisable by or on behalf of, any individual Unit Owner (a "Unit Owner Claim"), notwithstanding any purported delegation, assignment or transfer of such Unit Owner Claim by the Unit Owner, except to the extent that the Council of Unit Owners has otherwise been granted the specific authority or standing to pursue such Unit Owner Claim pursuant to these Bylaws, the Declaration or the Act.

ARTICLE 3

BOARD OF DIRECTORS

Section 3.1. Number and Qualification. The affairs of the Council of Unit Owners shall be governed by a Board of Directors acting on behalf of the Council of Unit Owners. Until

the first annual meeting of the Council of Unit Owners as provided for in Section 2.5 of these Bylaws, and thereafter until their successors shall have been elected by the Unit Owners, the Board of Directors shall consist of three (3) Directors to be designated by the Developer. Thereafter, the Board of Directors shall be composed of an uneven number of not less than three (3) or more than five (5) Directors, all of whom shall be elected by the Unit Owners. To qualify for election, Directors must either be Unit Owners, a spouse of a Unit Owner or if the Unit Owner is a non-natural person, then an authorized representative and designee or fiduciary of such Unit Owner, or designees of the Developer (for so long as the Developer shall be a Unit Owner). At any annual meeting of the Council of Unit Owners after the first annual meeting, the number of Directors may be changed by the vote of a majority of the Unit Owners, subject to the limitations stated in this Section, and provided that any change in the number of Directors shall not operate to curtail or extend the term of office of any incumbent Director.

Section 3.2. Powers and Duties. The Board of Directors shall have and shall exercise the powers and duties of the Council of Unit Owners as set forth in Section 2.3 of these Bylaws, and may do all such acts and things except as by law or by the Declaration or by these Bylaws may not be, or have not been, delegated to the Board of Directors by the Council of 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 and any components of the Units for which the Council of Unit Owners has the responsibility to maintain, repair and replace pursuant to these Bylaws and the Declaration, including contracting for services for the same.

(b) Operation, care, upkeep and maintenance of those Shared Building Components for which the Council of Unit Owners has the responsibility to operate, maintain, repair and replace pursuant to these Bylaws and the Declaration, including contracting for services for the same.

(c) Determination of the Common Expenses required for the affairs of the Council of Unit Owners, which Common Expenses shall include, but may not be limited to, the Residential Alternative Expense Allocations, the Master Condominium Expenses, the Shared Building Expenses and the charges under the Energy Supply Sub-Agreement allocated to the Common Elements of the Condominium.

(d) Preparation and adoption of the annual operating and reserve budget for the Condominium.

(e) Charging and collection of Condominium assessments, including the Residential Alternative Expense Allocations, from the Unit Owners.

(f) Collection of Garage Expenses from Unit Owners that own Parking/Storage Space Easements and remittance of the same to the Garage 2 Unit Owner as contemplated in the Garage Easement and the Parking/Storage Space Easements.

(g) Employment or contracting of management services to manage the Condominium.

(h) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements and those components of the Units for which the Council of Unit Owners has the responsibility to maintain, repair and replace pursuant to these Bylaws and the Declaration.

(i) Opening and management of bank accounts on behalf of the Council of Unit Owners and designating the signatories required therefor.

(j) Purchasing any Unit at foreclosure or other judicial sale or through a negotiated sale by the Board of Directors or its designee on behalf of the Council of Unit Owners, and borrowing funds secured by such Unit and/or mortgaging or otherwise encumbering such Unit to fund the purchase of such Unit and holding such Unit for use, renting such Unit (subject to such limitations as provided in these Bylaws), or selling such Unit as determined by the Board of Directors.

(k) Obtaining insurance for the Condominium as provided in these Bylaws, in the Declaration and in the Act and subject to any other requirements in the Master Condominium Governing Documents.

(l) Making repairs, additions, replacements and improvements to or alterations of the Common Elements and those components of the Units for which the Council of Unit Owners has the responsibility to maintain, repair and replace pursuant to these Bylaws or the Declaration and such other components of the Condominium and in accordance with the other provisions of these Bylaws or the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(m) To sue and be sued, complain and defend, or intervene in litigation or administrative proceedings and dispute resolution proceedings outlined in Article 12 of these Bylaws and to negotiate, compromise, settle and release such claims on behalf of two or more Unit Owners, but only with respect to matters affecting the Condominium, i.e., the Common Elements and those components of Units (if any) for which the Council of Unit Owners has the responsibility to maintain, repair and replace pursuant to and subject to any restrictions as may be contained in these Bylaws and in the Declaration..

(n) Enacting and amending uniform Rules from time to time which govern the use and operation of the Condominium, as well as the conduct and the enjoyment of the Unit Owners; provided, however, that such Rules are adopted in accordance with the Act, the Master Condominium Governing Documents, the Declaration and Section 5.17 of these Bylaws and, provided further, that no such Rules 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 are promulgated after the recordation of said mortgage or deed of trust.

(o) Enforcing obligations of Unit Owners, allocating Common Expenses, Residential Alternative Expense Allocations and common profits, if any, and doing anything and everything else necessary and proper for the sound management of the Condominium. In this connection, the Board of Directors shall have the power to enforce the provisions of the Act, the Master Condominium Governing Documents, the Declaration, these Bylaws and the Rules, including, without limitation, suspension of use by any Unit Owner and such Unit Owner's family members, guest and tenants of the Common Element amenities and suspension of any special privileges and services afforded to such Unit Owners by the Council of Owners and by virtue of the relationship between the Council of Unit Owners and the Managing Agent and the Hotel Unit owner, for any failure by the Unit Owner to pay Common Expenses and/or Alternative Expense Allocation for a period in excess of thirty (30) days or for any violation of the Master Condominium Governing Documents after notice and an opportunity to be heard is given to the extent required by the Act. Such enforcement shall also include, but may not be limited to seeking injunctive relief against any Unit Owner, and, unless restricted by law, to levy reasonable fines against Unit Owners for violations of the same, after notice and an opportunity to be heard is given pursuant to the Act. Without limiting the generality of the foregoing, the Board may impose a separate fine for each day that a violation continues. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines are part of the Common Expenses owed by the particular Unit Owner or Unit Owners. Where a Unit Owner persists in violating the Condominium Governing Documents, the Board of Directors may require the Unit Owner to post a bond, satisfactory to the Board, to secure future compliance with the Governing Documents.

(p) Controlling the use of all Common Elements.

(q) Establishing reasonable reserve funds for emergencies and unforeseen contingencies and for the repair and replacement of Common Elements and Shared Building Components and those components of the Units for which the Council of Unit Owners has the responsibility to maintain, repair and replace pursuant to these Bylaws or the Declaration.

(r) The Council of Unit Owners, by and through the Board of Directors, shall have authority and standing to initiate claims pursuant to Article 12 of these Bylaws and to sue, complain, intervene, defend, negotiate, compromise, settle and release any right, claim, action, cause of action or other matter of any nature whatsoever accruing to or for the benefit of, or otherwise exercisable by or on behalf of, any two or more Unit Owners with regard to the Common Elements and matters affecting the Condominium as provided in the Act, which are deemed to be only those components of Units (if any) for which the Council of Unit Owners has the responsibility to maintain, repair and replace pursuant to these Bylaws or the Declaration. Notwithstanding this authority and standing, the Council of Unit Owners shall have no authority or standing to take such actions with regard to Unit components other than those components of the Units for which the Council of Unit Owners has the responsibility to maintain, repair and replace pursuant to these Bylaws or the Declaration.

(s) Notwithstanding any provision of these Bylaws to the contrary, the Board of Directors is hereby irrevocably appointed as attorney-in-fact for all Unit Owners, and for each of them, to exercise the right in the Board's discretion to settle, compromise, waive, discharge,

acquit and release any and all demands, claims, actions, causes of action, suits, litigations, proceedings, mediations, arbitrations, judgments, determinations, findings, orders and awards whatsoever, at law, in equity, or otherwise, relating to or arising out of matters affecting the Condominium and two or more Unit Owners, and with respect to which the Council of Unit Owners otherwise has the authority to sue, complain, intervene or defend pursuant to these Bylaws, the Declaration or applicable law, or related to or covered by insurance policies maintained by the Council of Unit Owners. The Board of Directors is hereby authorized to enter into, execute, acknowledge, deliver and record all agreements, releases, consents, certificates, papers, documents and other instruments as may be deemed necessary or desirable by the Board of Directors to effectuate the foregoing, and to generally say, do, act, transact, negotiate, determine, commence, accomplish and finish all matters and things whatsoever relating to the foregoing, as fully, amply and effectually, to all intents and purposes, as each Unit Owner, if present, ought or might do personally. The Unit Owners hereby ratify, approve and confirm all and whatsoever the Board of Directors shall lawfully do or cause to be done, in and about the premises, by virtue of the foregoing power of attorney, which is hereby expressly declared and acknowledged to be coupled with an interest in the subject matter hereof, and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, the foregoing power of attorney shall not be affected by the death or disability of any principal, and is intended to deliver all right, title and interest of the principal in and to such power of attorney.

(t) To delegate to the Master Condominium, with the consent of the Master Condominium, such powers and duties of the Council of Unit Owners as the Board of Directors from time to time deems appropriate with respect to the operation, maintenance and repair of the Common Elements and the Shared Building Components and the collection of Condominium assessments.

(u) Generally, to exercise the powers of the Council of Unit Owners as set forth in the Act, subject to the Master Condominium Governing Documents to the extent applicable, the Declaration and these Bylaws, and to do every other act not inconsistent with the law, which may be appropriate to promote and attain the purposes set forth in the Act, the Declaration and these Bylaws.

Section 3.3. Managing Agent. The Board of Directors shall employ for the Council of Unit Owners a professional managing agent (the "**Managing Agent**"). Four Seasons Hotels Limited shall be the initial Managing Agent for the Condominium. Compensation for the Managing Agent shall be established by the Board of Directors. Any management agreement entered into by the Council of Unit Owners while the Developer is in control of the Council of Unit Owners shall be terminable without cause on thirty (30) days written notice without a termination fee upon majority vote of the Unit Owners taken within three (3) years following the date on which Units have been granted by the Developer to Unit Owners having a majority of the votes in the Council of Unit Owners. The Board of Directors may delegate to the Managing Agent the responsibility and authority to carry out its duties and functions, under its direction except as may be limited by the Act, the Governing Documents, the Master Condominium Governing Documents and any management contract that may be entered into with such Managing Agent.

Section 3.4. Election and Term of Office. The Directors of the Council of Unit Owners designated by the Developer in accordance with Section 3.1 above shall hold office at the pleasure of the Developer until the first annual meeting of the Council of Unit Owners as provided for in Section 2.5 of these Bylaws. At the first annual meeting of the Council of Unit Owners, the members of the Board of Directors shall be elected by the Unit Owners. At such first annual meeting, the term of office of a majority of the total number of Directors elected at such meeting shall be two (2) years and the term of office of the remaining number of Directors elected at such meeting shall be one (1) year in order to stagger the terms of Directors so that approximately one-half of the Board is elected each year. The term of office of each Director elected after the first annual meeting shall be for two (2) years. Any change in the term of office of Directors shall not operate to curtail or extend the term of office of any incumbent Director. Each Director shall hold office until the next meeting of the Board of Directors following the election of his or her successor. However, a member of the Board of Directors shall be deemed to have resigned whenever such Director, his or her spouse (if the Director is a spouse of a Unit Owner), firm, corporation or other entity he or she is associated with (if the Director is a designee of a non-natural person Unit Owner), sells the Unit which qualified such individual to become a member of the Board of Directors. All election materials prepared with Council of Unit Owners funds shall list candidates in alphabetical order and shall not suggest a preference among candidates. At each election of members to the Board of Directors the Unit Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise pursuant to the provisions of the Declaration and these Bylaws.

Section 3.5. Nominations. A call for nominations for candidates for the Board of Directors shall be sent to all Unit Owners not less than forty-five (45) days before notice of an election is sent. Only nominations made at least fifteen (15) days before notice of an election shall be listed on the election ballot. Nominations may also be made from the floor at the meeting at which the election of the members of the Board of Directors is held.

Section 3.6. Removal of Members of the Board of Directors. At any regular or special meeting of the Council of Unit Owners after the first annual meeting of the Council of Unit Owners, 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 Unit Owners having at least fifty-one percent (51%) of the total authorized votes of all Unit Owners; provided that prior to the first annual meeting of the Council of Unit Owners any Director appointed or elected by the Developer may be removed only with the consent of the Developer. 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 or she is the owner shall automatically terminate on the forty-sixth (46th) day, and his or her successor shall thereupon be appointed by the remaining Directors to fill out the unexpired portion of such Director's term. Prior to the first annual meeting of the Council of Unit Owners, the Developer may remove any member of the Board of Directors appointed or elected by the Developer, at any time, with or without cause, by written notification to the Board of Directors specifying the date of such removal and the name of the individual designated to succeed the Director so removed.

Section 3.7. Vacancies. Except with respect to Directors appointed or elected by the Developer prior to the first annual meeting of the Council of Unit Owners, 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 Directors 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 Director, and until a successor shall be elected at the next annual meeting of the Council of Unit Owners at which the term of such predecessor Director was to have expired. Prior to the first annual meeting of the Council of Unit Owners, members of the Board of Directors appointed or elected by the Developer shall serve at the pleasure of and may be removed and/or replaced, with or without cause, solely by the Developer.

Section 3.8. Organization Meeting. The first regular meeting of the Board of Directors following an annual meeting of the Council of Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by a majority of the members of the Board of Directors, and no notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting, provided that a majority of the whole Board of Directors shall be present thereat. Unit Owners shall be provided with notice of such meeting in accordance with Section 3.9 of these Bylaws.

Section 3.9. Regular and Special Meetings; Closed Meetings.

(a) All regular meetings of the Board of Directors or any committee created by the Board of Directors shall be held only upon regularly scheduled and established dates or periods at such time and place as shall have been made known to all members in accordance with the procedures set forth below. All regular or special meetings of the Board of Directors or any committee created by the Board of Directors shall be open to all Unit Owners or their agents (and other interested parties in the discretion of the Board of Directors or as required by law), except that such meetings may be held in closed session for the following purposes (or as otherwise provided in accordance with Section 11-109.1 of the Act, as amended from time to time, or any successor statute):

- (i) Discussion of matters pertaining to employees and personnel;
- (ii) Protection of the privacy or reputation of individuals in matters not related to the business of the Council of Unit Owners;
- (iii) Consultation with legal counsel on legal matters;
- (iv) Consultation with staff personnel, consultants, attorneys, board members or other persons in connection with pending or potential litigation or other legal matters;
- (v) Investigative proceedings concerning possible or actual criminal misconduct;

(vi) Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests of the Council of Unit Owners;

(vii) Complying with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure; or

(viii) Discussion of individual Unit Owners' assessment accounts.

(b) If a meeting is held in closed session pursuant to the procedures established above, (i) no action may be taken and no matter may be discussed other than those permitted above; and (ii) a statement of the time, place and purpose of any closed meeting, the record of the vote of each member of the Board of Directors (or committee, if applicable) by which any meeting was closed, and the authority under this Section for closing any meeting shall be included in the minutes of the next meeting of the Board of Directors (or committee, if applicable).

(c) The Secretary shall maintain a current roster of names and addresses of each Unit Owner to which notices of regular meetings of the Board of Directors or any committee created by the Board of Directors shall be sent at least annually. Special meetings of the Board of Directors shall be held whenever called by direction of the President or Vice President, and must be called by the President or the Secretary upon written request of a majority of the Board of Directors. Notice of special meetings of the Board of Directors or any committee created by the Board of Directors shall be given to each Unit Owner, by posting or otherwise, not less than seventy-two (72) hours nor more than ninety (90) days prior to the date of the special meeting, except upon the declaration of an emergency by the person calling the meeting, in which event such notice may be waived. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any regular or special meeting of the Board of Directors. All meetings of the Board of Directors or any committee created by the Board of Directors shall be held at places and times convenient to the greatest practicable number of Unit Owners. Directors and committee members may participate in such meetings by telephone or video conference so long as all participating members can hear each other simultaneously.

Section 3.10. 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 such member of the time, place and purpose thereof.

Section 3.11. 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, except as may otherwise be provided in the Declaration or these Bylaws. 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 meeting at which a quorum is present, any business

which might have been transacted at the meeting originally called and adjourned may be transacted without further notice.

Section 3.12. Fidelity Insurance. Fidelity insurance shall be maintained by the Board of Directors for all officers, directors, committee members, managers, trustees, employees and volunteers of the Council of Unit Owners and all other persons handling or responsible for funds held or administered by the Council of Unit Owners, whether or not they receive compensation for their services, as required by Section 11-114.1 of the Act, as such provision may be amended from time to time. Fidelity insurance policies obtained by the Board of Directors on behalf of the Council of Unit Owners shall name the Council of Unit Owners as the insured and should have their premiums paid as a Common Expense by the Council of Unit Owners. To the extent that the Managing Agent also obtains its own fidelity insurance, such fidelity insurance obtained by the Managing Agent shall name the Council of Unit Owners as an additional insured. The total amount of fidelity coverage required shall be sufficient to cover the maximum funds (including reserve funds) that will be in the custody of the Council of Unit Owners or the Managing Agent at any time while the fidelity insurance policy is in force, but must at least equal the sum of three (3) months gross aggregate assessments on all Units within the Condominium plus any reserves. Fidelity insurance policies shall contain waivers by the insurers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The fidelity insurance policies shall provide that they cannot be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Council of Unit Owners, any Insurance Trustee (as defined below), and all Eligible Mortgage Holders.

Section 3.13. 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 the Director in the proper performance of the Director's duties.

Section 3.14. Liability of the Board of Directors; Insurance and Indemnification.

(a) The members 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.

(b) The Council of Unit Owners shall indemnify every Director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Council of Unit Owners) to which the Director may be made a party by reason of being or having been a Director of the Council of Unit Owners, whether or not such person is a Director at the time such expenses are incurred. The Board of Directors shall obtain adequate directors and officers insurance with coverages not less than those provided for under Section 5-406 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, or any successor statute, as the same may be amended from time to time. The Directors of the Council of Unit Owners shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council of Unit Owners (except in their capacity as Unit Owners) and the Council of Unit

Owners shall indemnify and forever hold each such Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Director of the Council of Unit Owners or former Director of the Council of Unit Owners may be entitled.

(c) The provisions of Sections 3.14(a) and 3.14(b) above shall also apply to each and every officer of the Council of Unit Owners and the members of any committee created by the Board of Directors.

Section 3.15. Executive Committee. The Board of Directors may, by resolution duly adopted, 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 Council of Unit Owners 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 Expenses required for the affairs of the Council of Unit Owners, or (b) to adopt or amend the Rules covering the details of the operation and use of the Condominium.

Section 3.16. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Council of Unit Owners and consistent with the purposes set forth in the Declaration. Provided Section 2-419 of the Corporations and Associations Article of the Annotated Code of Maryland (2007 Repl. Vol.), as amended, or its successor statute, is complied with, no contract or other transaction between the Council of Unit Owners and (i) one or more of its Directors or (ii) any corporation, firm, entity or association in which any Director is an officer or director or otherwise has a material financial interest shall be either void or voidable because such Director(s) are present at a meeting of the Board of Directors at which such contract or other transaction is approved, and the vote(s) of such Director(s) may be counted for such approval.

Section 3.17. Delegation of Power to Board. Except as may be provided otherwise by law or by the Declaration or these Bylaws, all of the powers and duties of the Council of Unit Owners are hereby delegated to the Board of Directors so as to permit the Board of Directors to fulfill all of its powers, functions and duties under the provisions of the Act, the Master Condominium Governing Documents, the Declaration and these Bylaws.

Section 3.18. Committees. The Board of Directors may appoint an Executive Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its powers and duties.

ARTICLE 4

OFFICERS

Section 4.1. Designation. The principal officers of the Council of Unit Owners shall be the President (who shall also act as chairman of the Board of Directors of the Council of Unit Owners), the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the

Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary or desirable. Except for officers appointed by the Developer, while the Developer is in control of the Board of Directors, all officers of the Council of Unit Owners shall be Unit Owners, spouses of Unit Owners or designees of the Unit Owner, if the Unit Owner is not a natural person. The President and Vice President must be members of the Board of Directors. All other officers may be Directors but shall not be required to be Directors. Except as may be limited by the Act, the Governing Documents, the Master Condominium Governing Documents or any contract with the Managing Agent, the officers of the Council of Unit Owners may delegate the functions assigned in this Article 4 to the Managing Agent, under their direction.

Section 4.2. Election of Officers. The officers of the Council of Unit Owners shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4.4. President. The President shall be the chief executive and operating officer of the Council of Unit Owners. The President shall preside at all meetings of the Council of Unit Owners. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized and existing under the laws of the State of Maryland.

Section 4.5. Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the 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 the Vice President by the Board of Directors or by the President.

Section 4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Council of Unit Owners (including copies of all resolutions adopted thereat), and of the Board of Directors; shall have charge of such books and papers as the Board of Directors may direct; shall maintain the roster of Unit Owners and 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. The Secretary or its designee shall also count the votes at meetings of the Council of Unit Owners; provided, however, no such person shall count election ballots on which such person is a candidate or count votes when another conflict of interest exists.

Section 4.7. Treasurer. The Treasurer shall have the responsibility for funds and securities of the Council of Unit Owners 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. The Treasurer shall be responsible for the deposit of all

moneys and other valuable effects in the name of the Council of Unit Owners in such depositories as may from time to time be designated by the Board of Directors, and the Treasurer 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.

Section 4.8. Compensation of Officers. No officer shall receive any compensation from the Council of Unit Owners for acting as such; provided, however, that an officer is entitled to reimbursement from the Council of Unit Owners for any bona fide expenses incurred by such officer in the performance of his or her duties pursuant to the Declaration or these Bylaws. The determination of a bona fide expense shall be at the sole discretion of the Board of Directors.

ARTICLE 5

OPERATION OF THE CONDOMINIUM

Section 5.1. Determination of Common Expenses, Residential Alternative Expense Allocations and Fixing of Assessments. Unless otherwise expressly provided herein, Common Expenses include, but are not limited to, the following:

- (a) Fees paid to the Managing Agent for management services;
- (b) Insurance premiums or to the extent that the insurance is obtained through the Master Condominium, the Condominium's proportionate share of the insurance premiums;
- (c) Real estate taxes (if any);
- (d) Service contracts and supplies for maintenance and repairs of the Common Elements and Shared Building Components;
- (e) Personnel salaries, benefits and other costs and such similar costs that may be the responsibility of the Council of Unit Owners pursuant to any management agreement;
- (f) Professional fees for attorneys, accountants, auditors, engineers and other professionals;
- (g) Office and administrative costs;
- (h) Reserves for replacements or other expenses of a non-recurring nature;
- (i) The Condominium's share of the Master Condominium Expenses and the Shared Building Expenses as provided in the Master Condominium Documents and such other agreements as may be entered into with the Hotel Unit Owner as contemplated in the Master Condominium Governing Documents;
- (j) Payment of utility bills and like expenses including, but not limited to, such utility charges imposed under the Energy Sub-Agreement with the Hotel Unit Owner for consumption of Hot and Chilled Water Service supplied for common use. As provided in the Declaration, the costs to the Council of Unit Owners under the Energy Sub-Agreement or any

other similar agreement for capacity for the Hot and Chilled Water Service shall be charged as a Residential Alternative Expense Allocation in accordance with Exhibit D of the Declaration. Utilities, including the consumption of Hot and Chilled Water Service supplied to the individual Units, may be submetered and charged to the individual Unit directly based upon (i) an allocation for utilities consumed within the Unit, (ii) a share of utilities that serve the Common Elements, (iii) the administrative costs of levying and collecting utility assessments which may be delegated to a service provider that contracts with the Council of Unit Owners, and (iv) an allocation of any other charge typically incurred in connection with utility or submetering services. This subsection applies to all utilities on the Property other than those individually metered to the Units. In addition to utilities serving the Common Elements, this subsection applies to all utilities serving the Units that are billed to the Council of Unit Owners by the utility provider and which may or may not be submetered, including, without limitation, water service. Commonly metered utilities may be assessed against the Units based upon usage rather than Percentage Interest, as determined by the Board of Directors in its sole discretion, and the Council of Unit Owners shall have the right, but not the obligation, to install submeters within the Property for purposes of determining such usage. The Board may from time to time change the method of allocating utility consumption provided the same allocation method is used for the same utility for all Units. If a Unit Owner defaults in the payment of any utility service to a third party service provider that contracts with the Council of Unit Owners for such utility service, the Council of Unit Owners shall have all collection and enforcement rights against such Unit Owner for such default as are afforded to the Council of Unit Owners with respect to assessments levied by the Board; and

(k) Such other expenses as shall be necessary or desirable in the judgment of the Board of Directors for the administration and operation of the Condominium, or which may be declared to be Common Expenses by the Act, the Master Condominium Governing Documents, the Declaration, these Bylaws or by resolution of the Council of Unit Owners.

Section 5.2. Garage Expenses. In addition to the Common Expenses and Residential Alternative Expense Allocations, the Council of Unit Owners shall collect the Garage Expenses from those Unit Owners who have purchased Parking/Storage Space Easements from the Garage 2 Unit Owner as contemplated in the Garage Easement and the individual Parking/Storage Space Easements and shall remit such Garage Expenses to the Garage 2 Unit Owner.

Section 5.3. Preparation and Approval of Budget. Each year at least thirty (30) days before the adoption of a budget for the Condominium, the Board of Directors shall cause to be prepared and submitted to the Unit Owners a proposed annual budget for the next fiscal year of the Council of Unit Owners. The proposed annual budget shall contain, at a minimum, an estimate of the total amount of income the Council of Unit Owners expects to receive, as well as an estimate of expenses for administration, maintenance, utilities, general expenses, reserves and capital items that are expected for the next fiscal year. The budget shall be adopted at an open meeting of the Board of Directors and shall require the written approval of the Developer for so long as the Developer owns any Units. The Board of Directors shall thereafter send to each Unit Owner a copy of the approved budget which sets forth the amount of the Common Expenses and Residential Alternative Expense Allocation payable by each Unit Owner, on or before thirty (30) days preceding the beginning of the fiscal year to which the budget applies or as soon thereafter

as is possible. Copies of any budget may be provided to Unit Owners by electronic transmission in accordance with and subject to the procedures and requirements of the Act, as amended from time to time. The said budget shall constitute the basis for determining each Unit Owner's contribution for the Common Expenses of the Condominium and such Unit Owner's Residential Alternative Expense Allocation. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his or her allocable share of the Common Expenses and the Residential Alternative Expense Allocations whenever the same shall be determined. In the event the Board of Directors fails to adopt a new annual budget prior to the commencement of the next fiscal year, unless otherwise determined by the Board of Directors, each Unit Owner shall continue to pay his or her allocable share of the Common Expenses and the Residential Alternative Expense Allocations at the then existing rate established for the previous fiscal period, plus an amount equal to the CPI increase that shall be calculated by the Managing Agent until the new payment amount is established upon the adoption of an annual budget by the Board of Directors. The Board of Directors may determine, at its discretion, to round the Unit Owners' allocable share of the Common Expenses of the Council of Unit Owners and the Residential Alternative Expense Allocations to the nearest half dollar or whole dollar amount. All budget figures and other information set forth in any proposed annual budget prepared by the Managing Agent, including, without limitation, the estimated Common Expenses, Residential Alternative Expense Allocations, income and assessments, and the reserve analysis and projected life expectancy of reserve items, are based on estimates from one or more of the following sources: a) made by the Managing Agent, b) obtained from the Master Condominium council of unit owners and/or its management agents, c) obtained from consultants, and d) based upon industry publications regarding expenses. As a result, such budget estimates shall not be deemed to be part of any contract and such estimates shall not constitute the basis of the bargain between the Developer and/or the Managing Agent and any Unit purchaser, nor shall such budget figures or other information be deemed to give rise to or constitute any representation or warranty whatsoever, whether express or implied, regarding the level of assessments or any other matter and the Board of Directors, the Developer and the Managing Agent have not authorized any other party to make any such representation or warranty, and such other parties are without legal authority to make any such representation or warranty. All budget figures are, of course, good faith estimates and the Developer, the Managing Agent, the Master Condominium council of unit owners and its management agent and the Board of Directors cannot be certain and cannot guarantee that sufficient funds have been budgeted to cover all Common Expenses that may be incurred. Because actual expenditures may differ from estimated expenditures, due to possible changes in the future expenses of the Condominium and other variable factors, such good faith estimates are not intended nor shall they be considered as guarantees of any kind whatsoever. Notwithstanding anything contained herein or in any of the Condominium Governing Documents, until the Condominium has been expanded to include at least 46 Units, the Unit Owners shall be charged and pay for the Common Expenses and Residential Alternative Expense Allocations based upon the Unit's appurtenant Percentage Interest and Residential Alternative Expense Allocation not to exceed the amount applicable to such Unit upon the expansion of the Condominium to include at least 46 Units. To the extent there is an operating deficit prior to the expansion of the Condominium to include at least 46 Units, the Developer shall fund such operating deficit, based upon the actual expenses incurred by the Council of Unit Owners

excluding budgeted reserve contributions, until the Condominium is expanded to include at least 46 Units. Such operating deficit shall be calculated after applying all assessments against Units annexed to the Condominium and the Initial Contributions collected from each Unit Owner at the closing on the purchase of the Unit. During such period that the Developer has agreed to fund the operating deficit and until at least 46 Units shall have been annexed to the Condominium, the Council or the Board of Directors of the Condominium shall not reduce assessments, substantively increase services to the Unit Owners or take any Extraordinary Actions (as such term is defined in Section 10.10 of the Declaration) without the prior written consent of the Developer. Additionally, during any period that the Developer is funding any operating deficits prior to the annexation of at least 46 Units to the Condominium, the Board of Directors of the Condominium shall consult with the Developer at least quarterly with respect to the operating expenses of the Council.

Section 5.4. Reserves.

(a) The annual budget shall include reserves for working capital and contingencies, and a reasonable reserve for substantial periodic repair and replacement of the Common Elements required to be repaired and/or replaced by the Council of Unit Owners and those components of the Units for which the Council of Unit Owners has the responsibility to maintain, repair and replace pursuant to these Bylaws or the Declaration, as well as the Council of Unit Owners' pro rata share of the reserves for the Shared Building Components. Insurance deductibles associated with insurance policies of the Council of Unit Owners should also be funded through the reserves maintained by the Council of Unit Owners if sufficient general funds are not available. All funds accumulated for reserves 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 of reserve. If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may, subject to the limitations of Section 5.4 below, levy a further assessment, which shall be assessed against the Unit Owners according to their Percentage Interests, 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.

(b) The proportionate interest of any Unit Owner in any reserve fund shall be considered an appurtenance to his or her 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 5.5. Amendment to Budget; Special Assessments. Any expenditure, including, without limitation any expenditure intended to be funded by a special assessment, which is deemed necessary by the Board of Directors (other than those required because of conditions which, if not corrected, could reasonably result in a threat to the health or safety of the Unit Owners or a significant risk of damage to the Condominium) that, if made, would result in

an increase in the amount of assessments for the current fiscal year of the Condominium in excess of fifteen percent (15%) of the budgeted amount previously adopted shall be approved by the Board of Directors by an amendment to the budget adopted at a special meeting of the Board of Directors upon first providing at least ten (10) days prior written notice to the Unit Owners. Notwithstanding, any such amendment to the budget or any such special assessment shall be subject to such additional approvals as may be required in the Declaration or these Bylaws. Further, any expenditure for an Extraordinary Action, as such term is defined in Section 10.10 of the Declaration, shall require the prior approval of Unit Owners representing not less than sixty-seven percent (67%) of the votes entitled to be cast by Unit Owners present, in person or by proxy, and voting at a meeting of the Council of Unit Owners, as provided in the Declaration.

Section 5.6. Initial Contribution. An initial working capital fund equal to two (2) months regular assessments (the "**Initial Contribution**") shall be levied against each Unit Owner upon purchase of a Unit from the Developer. The Initial Capital Contribution shall not be deemed to constitute advance payment of regular assessments. The Developer will deliver the funds so collected to the Board of Directors, who shall maintain the funds in a segregated account for the use and benefit of the Council of Unit Owners to provide the necessary working capital for the Council of Unit Owners. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, initial operating deficits or for any other purposes related to the expenses of the Council of Unit Owners, including the funding of operating expenses and reserves, as the Board of Directors may determine, from time to time.

Section 5.7. Payment of Common Expenses and Residential Alternative Expense Allocations; Lien.

(a) Each Unit Owner shall be obligated to pay, in advance, the Common Expenses and Residential Alternative Expense Allocations assessed by the Board of Directors against his or her Unit. The amount levied and assessed against each Unit for Common Expenses and Residential Alternative Expense Allocations shall constitute a lien against said Unit from the date of assessment until the date of full payment, provided that the requirements of the Maryland Contract Lien Act have been fulfilled. All assessments and charges levied against a Unit by the Board of Directors shall also be the personal obligation of the Unit Owner of such Unit. At the option of the Board of Directors, the Common Expenses and Residential Alternative Expense Allocations may be payable in annual, quarterly, monthly or other convenient installments, to the Board of Directors or to such person or entity who or which the Board of Directors shall designate.

(b) No Unit Owner may be exempted from liability for the assessment of Common Expenses and Residential Alternative Expense Allocations by waiver of the use or enjoyment of any of the Common Elements or Shared Building Components or any portion of the Master Condominium or by abandonment of his or her Unit or as a result of any suspension of special privileges imposed by the Board of Directors in accordance with these Bylaws and the Condominium Governing Documents. No Unit Owner shall be liable for the payment of any part of the Common Expenses and Residential Alternative Expense Allocations assessed against his or her Unit subsequent to the date of recordation of a conveyance in fee of such Unit. Prior to or at the time of such conveyance, all liens, unpaid charges and assessments shall be paid in full and

discharged. The purchaser of a Unit shall be jointly and severally liable, in accordance with the Act, with the selling Unit Owner for all unpaid assessments against the selling Unit Owner for the selling Unit Owner's proportionate share of the Common Expenses and Residential Alternative Expense Allocations up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor; provided, however, that no purchaser from a selling Unit Owner other than the Developer shall be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments greater than the amount set forth in any resale certificate provided by the Council of Unit Owners or the Managing Agent. The conveyance of a Unit shall not affect any lien established by the Council of Unit Owners against such Unit. Notwithstanding anything contained herein to the contrary, except as provided by the Act, any mortgagee who comes into possession of a Unit by virtue of foreclosure of a deed of trust or mortgage or a deed or other conveyance in lieu of foreclosure shall take the Unit free of any liens or claims for unpaid assessments or charges against such Unit which accrue prior to the time such mortgagee comes into possession thereof except for liens or claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Units, including the Unit of such mortgagee. The sale or transfer of a Unit by virtue of foreclosure of a deed of trust or mortgage or a deed or other conveyance in lieu of foreclosure shall not relieve such mortgagee, the purchaser at such sale or transfer, or any subsequent Unit Owner from liability for any assessments thereafter coming due, nor from the lien of such subsequent assessments, which lien, if any, shall have the same effect and may be enforced in the same manner as provided herein. Notwithstanding anything herein to the contrary, the lien for Council of Unit Owners assessments against any Unit shall be subordinate to the then existing First Mortgage against such Unit, except to the extent otherwise provided by law.

(c) All taxes, assessments, and charges which may become liens prior to any First Mortgage shall relate only to the individual Unit and not to the Condominium as a whole.

(d) No amendment to this Section 5.6 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 the indebtedness secured thereby) shall join in the execution of such amendment.

Section 5.8. Collection of Assessments. The Board of Directors shall take prompt action to collect any Common Expenses and Residential Alternative Expense Allocations due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Directors shall notify any Eligible Mortgage Holder who holds a mortgage upon a Unit to which there exists a delinquency in the payment of Common Expenses and Residential Alternative Expense Allocations, which delinquency has existed for sixty (60) days or more. Upon default in the payment of any one or more installments of any annual assessment of Common Expenses and Residential Alternative Expense Allocations levied pursuant to the Declaration and/or these Bylaws and notice to the defaulting Unit Owner in accordance with the Act, the entire balance of said annual assessment 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 maximum rate permitted by law at the time the assessment became due.

Except as may be otherwise required by Applicable Law, amounts collected for past due assessments and related costs shall be applied in the following order:

- (i) To payment of attorneys' fees and other legal and collection costs;
- (ii) To payment of late fees;
- (iii) To payment of any interest accrued on the delinquent assessments;
- (iv) To payment of delinquent assessments.

Section 5.9. Default in Payment of Assessments.

(a) The lien for any unpaid Condominium assessments may be enforced and foreclosed in such manner as may from time to time be provided in the Act and the Maryland Contract Lien Act. Any assessment, until paid, may at the election of the Board of Directors bear interest up to the maximum rate permitted by law at the time the assessment became due. In addition, the Board of Directors may impose late charges and/or the costs of collection (including reasonable attorneys' 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 the Act, and shall otherwise comply therewith. All such interest, late charges and other costs shall constitute a lien upon the Unit until fully paid as provided in Section 5.6 above.

(b) In any action brought by the Council of Unit Owners to foreclose a lien against a Unit because of unpaid assessments, the Unit Owner shall be required to pay a reasonable rental for the use of his or her 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 the foreclosure decree becomes final until the plaintiff in such foreclosure action regains possession from the Unit Owner.

(c) No suit or other proceeding may be brought by the Council of Unit Owners to foreclose the lien for any assessments levied pursuant to the Declaration or these Bylaws except after ten (10) days written notice to each Eligible Mortgage Holder which has a lien on the Unit that is the subject matter of the proceeding.

(d) If a Unit Owner shall fail to pay any Condominium Common Expenses or Residential Alternative Expense Allocations for a period in excess of thirty (30) days from the due date, the Board of Directors may suspend use by such Unit Owner and such Unit Owner's family members, tenants and guests of the Common Element amenities of the Condominium and the use of any special privileges and services afforded the Unit Owners and building occupants by the Council of Unit Owners and by virtue of the relationship between the Council of Unit Owners and the Managing Agent and the Hotel Unit owner.

Section 5.10. Statement of Common Expenses; Resale Certificate.

(a) Any owner, First Mortgagee or any purchaser in connection with any sale or 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 owed by the Unit Owner, and such party shall be entitled to rely on such statement and shall have no liability for, nor shall the Unit be encumbered with, an amount of unpaid assessments accruing prior to the date of such statement which are greater than that shown on such statement. The Board may impose a reasonable fee to furnish this information.

(b) Upon written request by a Unit Owner and receipt of a reasonable fee therefor, the Board of Directors shall furnish a certificate containing the information required by Section 11-135(a) of the Act, as such provision may be amended from time to time.

Section 5.11. Master Insurance.

(a) The Council of Unit Owners shall be required to comply with the insurance requirements of the Maryland Condominium Act and the costs of the same shall be charged as Common Expenses. Notwithstanding, pursuant to Article 6 of the Master Condominium Bylaws, the Units and Common Elements of the Condominium may be insured under the property insurance policies of the Master Condominium as set forth in Article 6, Section 6.2 of the Master Condominium Bylaws and the cost of such insurance shall be charged as part of the Master Condominium Expenses or, alternatively, the Hotel Unit Owner may elect to obtain such insurance on behalf of the Hotel Tower, pursuant to Article 6, Section 6.6 of the Master Condominium Bylaws, and charge the Council of Unit Owners its pro rata share of the cost of such insurance as part of the Shared Building Expenses. The Council of Unit Owners shall also obtain insurance coverage for the Condominium for the following, either through its own policy obtained pursuant to Article 6, Section 6.5 of the Master Condominium Bylaws, the costs of which shall be part of the Common Expenses or through insurance obtained on its behalf by the Hotel Unit Owner pursuant to Article 6, Section 6.6 of the Master Condominium Bylaws and charged to the Council of Unit Owners as part of the Shared Building Expenses:

(i) Property insurance to cover the replacement value of any improvements and betterments to the Common Elements.

(ii) A commercial general liability policy of insurance covering all of the Common Elements, public ways and any other areas of the Condominium for which the Council of Unit Owners has maintenance responsibilities. The policy should provide coverage for bodily injury (including death) and property damage that results from the operation, maintenance or use of the Common Elements and any legal liability that results from law suits related to employment contracts in which the Council of Unit Owners is a party. Supplemental coverage to protect against additional risks should also be obtained, if required by a mortgagee. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Council of Unit Owners or other Unit Owners. Liability coverage shall be at least One Million Dollars (\$1,000,000.00) per occurrence, for bodily injury and property damage, unless higher amounts of coverage are required by a mortgagee. The liability policy must provide that the insurance carrier shall notify the Council of Unit Owners at least thirty (30) days before it cancels or substantially modifies such coverage.

(iii) Insurance on the furniture, furnishings, and all other personal property owned by the Council of Unit Owners.

(iv) Directors and officers insurance pursuant to Section 3.14(b) above.

(b) The named insured under all insurance policies obtained by or on behalf of the Council of Unit Owners shall be the Council of Unit Owners of Harbor East Tower Condominium, for the use and benefit of each Unit Owner. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policies to the extent of the Unit Owner's Percentage Interest in the common profits and Common Expenses of the Council of Unit Owners. Liability policies of the Condominium shall name the council of unit owners for the Master Condominium as an additional insured. Upon request, certificates of insurance shall be issued to any Unit Owner, mortgagee and the council of unit owners for the Master Condominium.

(c) Notwithstanding any provision of the Declaration or these Bylaws relating to property or liability insurance and subject to the Master Condominium Declaration, there may be named as an insured an authorized representative on behalf of the Council of Unit Owners, including any Insurance Trustee with whom the Council of Unit Owners may enter into any Insurance Trust Agreement or any successor to such trustee, who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. Any insurance policy covering the Condominium obtained by the Council of Unit Owners shall provide that any Insurance Trust Agreement will be recognized.

(d) Except to the extent inconsistent with Applicable Law or the Master Condominium Declaration, each Unit Owner is deemed to appoint the Council of Unit Owners, the council of unit owners of the Master Condominium, and any insurance trustee or substitute insurance trustee designated by the Council of Unit Owners or the council of unit owners for the Master Condominium, or the Hotel Unit Owner, as applicable, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: (i) the collection and appropriate disposition of the proceeds thereof; (ii) the negotiation of losses and execution of releases of liability; and (iii) the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

(e) Any insurance policy covering the Condominium obtained by or on behalf of the Council of Unit Owners shall provide that (i) the right of subrogation against Unit Owners will be waived, (ii) the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Council of Unit Owners, and (iii) the policy will be primary, even if a Unit Owner has other insurance covering the same loss.

(f) Pursuant to Section 6.1(f) of the Master Condominium Declaration, if the cause of any damage to or destruction of any portion of the Condominium covered by the insurance policies of the Master Condominium originates from any Unit, the Unit Owner shall reimburse the council of unit owners of the Master Condominium upon demand for the cost of any property insurance deductible in an amount not to exceed that permitted under the

Condominium Act and such sum shall be collectible to the same extent as any other assessment of the Master Condominium. Similarly, if the cause of any damage to or destruction of any portion of the Condominium covered by insurance policies obtained by or on behalf of the Council of Unit Owners pursuant to Section 5.11 of these Bylaws originates from any Unit, the Unit Owner shall reimburse the Council of Unit Owners upon demand for the cost of any property insurance deductible in an amount not to exceed that permitted under the Condominium Act and such sum shall be collectible by the Council of Unit Owners against the Unit Owner to the same extent and in the same manner as any other assessment levied by the Council of Unit Owners.

Section 5.12. Unit Owner Insurance. Each Unit Owner is solely responsible for obtaining and maintaining a personal home insurance policy of Type HO-6 or an equivalent policy that provides customary coverage for liability and for the Unit Owner's personal property, improvements and betterments, and other items within the Unit that are not covered under the master insurance policy obtained by the Council of Unit Owners. Neither the master insurance policy obtained by the Council of Unit Owners for the Condominium pursuant to Section 5.10 above of these Bylaws nor a Type HO-6 policy provides flood insurance for a Unit Owner's personal property, improvements and betterments, and other items within Units, storage spaces or other portions of the Condominium. Therefore, each Unit Owner is solely responsible for obtaining and maintaining any flood insurance with respect to such items if such flood insurance is desired by the Unit Owner.

Section 5.13. Repair or Reconstruction After Fire or Other Casualty.

(a) In the event of damage to or destruction of the Condominium as a result of fire or other casualty, to the extent such losses are covered by the insurance policies of the Master Condominium, the board of directors for the Master Condominium shall arrange for the repair and restoration thereof in accordance with the Master Condominium Declaration unless agreement is reached with the Master Condominium board of directors authorizing the Board of Directors to dispose of the insurance claim with respect to the Condominium. If the damage is only to improvements insured by the Council of Unit Owners, then the Board of Directors shall arrange for the repair and restoration as provided herein. Similarly, to the extent that there are damages to the Hotel Tower, including the Condominium, covered by the insurance policies obtained by the Hotel Unit Owner pursuant to Article 6, Section 6.6 of the Master Condominium Bylaws, pursuant to Article 7, Section 7.5 of the Master Condominium Bylaws, the Hotel Unit Owner, unless agreement is reached with such Hotel Unit Owner authorizing the Board of Directors to dispose of the insurance claim with respect to the Condominium, shall arrange for and supervise the repair and restoration of the Hotel Tower, including the Condominium. However, in such case if the only damage relates to the Condominium, then the Board of Directors shall supervise the repair and restoration.

(b) If damage is only to improvements and betterments installed in a Unit by the Unit Owner, then the Unit Owner shall be responsible for the reconstruction and repair after a casualty and shall be entitled to apply the applicable insurance proceeds thereto. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the council

of unit owners for the Master Condominium, the Council of Unit Owners for the Condominium, and/or the Hotel Unit Owner, as applicable.

(c) To the extent consistent with the Master Condominium Declaration and the authority of the board of directors for the Master Condominium, in the event of reconstruction or repair of the Condominium (as estimated by the Board of Directors) which shall exceed One Hundred Thousand Dollars (\$100,000.00), all proceeds of insurance, including proceeds under any policy obtained by the Hotel Unit Owner on behalf of the Council of Unit Owners, shall be paid over to a trust company or bank having trust powers and authorized to engage in the trust business in the State of Maryland (the "**Insurance Trustee**"), selected by the Board of Directors and shall be paid out from time to time as the reconstruction or repair progresses in accordance with the provisions of an Insurance Trust Agreement and which contains, inter alia, the following provisions:

(i) The reconstruction or repair shall be in the charge of an architect or engineer, who may be an employee of the Council of Unit Owners, and hereinafter called the "**Architect**";

(ii) Any restoration or repair of the project shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by at least fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each First Mortgage owned), and two-thirds (2/3) of the owners (other than the sponsor, developer or builder) of the individual condominium units;

(iii) Each request for an advance of the proceeds of insurance shall be made to the Insurance Trustee and shall be accompanied by a certificate from the Architect and Board of Directors to the effect that (A) all work then completed has been performed in accordance with the plans and specifications; and (B) the amount requested to be advanced is required to reimburse the Board of Directors for payments previously made by the Board of Directors or is due to the contractor responsible for the restoration or repair, or to subcontractors, materialmen, laborers, engineers, architects or to other persons responsible for services or materials in connection with such restoration or repair, or for fees or the like necessarily incurred in connection with the same; and (C) when added to amounts previously advanced by the Insurance Trustee, the amount requested to be advanced does not unreasonably exceed the value of the work done and materials delivered to the date of such request;

(iv) Each request for an advance of the proceeds of insurance shall be accompanied by satisfactory waivers of liens covering that portion of the repair or reconstruction for which payment or reimbursement is being requested, together with appropriate evidence from a title insurance company or the like to the effect that there has not been filed with respect to the Condominium, or any part thereof, any mechanics' or other lien, or notice of intention to file the same, which has not been dismissed, bonded, or satisfied of record;

(v) The fees and expenses of the Insurance Trustee, as agreed upon by the Board of Directors and the Insurance Trustee, shall be paid by the Council of Unit Owners as

a common expense, and such fees and expenses may be deducted from any insurance proceeds in the hands of the Insurance Trustee, pro rata, as the reconstruction or repair progresses; and

(vi) Such other provisions not inconsistent with the provisions hereof as the Board of Directors or the Insurance Trustee may reasonably require.

(d) To the extent consistent with the Master Condominium Declaration and the authority of the board of directors for the Master Condominium, upon completion of the reconstruction or repair and payment in full of all amounts due on account thereof, any proceeds of insurance then in the hands of the Insurance Trustee shall be paid to the Board of Directors to be included in the general fund of the Condominium after first paying out of the share of the owner of any Unit (to the extent such payment is required by any lienor and to the extent the same is sufficient for such purpose), all liens upon said Unit.

Section 5.14. Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules adopted by the Board of Directors, or the breach of these Bylaws or of any provision of the Declaration, shall give the Board of Directors, or if delegated, the Managing Agent on its behalf, the right, in addition to any other rights set forth in these Bylaws, (a) to enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the provisions of the Declaration, these Bylaws or the Rules and the Board of Directors or the Managing Agent, as applicable, shall not thereby be deemed guilty in any manner of trespass; provided, however, that no structure or improvement may be altered or removed until proper judicial proceedings have been instituted; or (b) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any such breach. All attorney's fees and costs incurred by the Council of Unit Owners to enforce any of the Rules, or any provision of the Declaration or these Bylaws shall be the responsibility of the violating Unit Owner(s) and/or residents. Such attorney's fees and costs shall constitute a lien upon the Unit until fully paid and shall be collectible in the same manner as any assessments levied by the Council of Unit Owners.

Section 5.15. Maintenance and Repair.

(a) By the Council of Unit Owners. The Council of Unit Owners shall be responsible for the maintenance, repair and replacement of the following:

(i) Except as otherwise provided in Section 5.15(b) below and subject to the rights and obligations of the Master Condominium council of unit owners with respect to the Master Condominium common elements and the Hotel Unit Owner with respect to the Shared Building Components that are the responsibility of the Hotel Unit Owner to operate, maintain, repair and replace, all of the General Common Elements and Limited Common Elements, whether located inside or outside of the Units including, without limitation, the Building roof, the exterior walls that are part of the Condominium (including, without limitation, all exterior trim work and the integration of the exterior wall with Unit windows, such as the perimeter sealants and flashing components, the routine maintenance, cleaning, painting and caulking of such exterior walls and surfaces), the lobby, the corridors, the elevator(s), all portions

of the central services and utilities serving the Common Elements of the Condominium or serving two (2) or more Units; and

(ii) Except as otherwise provided in Section 5.15(b) below, any chimneys and shafts; the foundations, bearing walls, columns, girders, beams, supports and other structural components of the Buildings constituting the Condominium, and any portions of the Units which contribute to the support of the Building constituting the Condominium; but excluding, however, the interior walls, interior ceilings and interior floor coverings of the Units, and excluding the surfaces of all walls, floors and ceilings of the Units; and

(iii) All roof drainage pipes, gutters and rain leaders, the sanitary and storm sewer systems and appurtenances except as may be part of the Shared Building Components; all water, electric, gas, heating, air conditioning, plumbing, life safety, telephone, cable television, internet and other communications lines, facilities and systems that are deemed Common Elements and all related systems and components to each of the foregoing, including all conduits, ducts, plumbing, pipes, drains, downspouts, wiring and other facilities (including any master antennae or satellite systems whether located inside or outside of any Unit) for the furnishing of all utility services into two (2) or more Units, but excluding therefrom any fireplaces, lighting fixtures, plumbing, electrical appliances and systems, fixtures and other components of the dwelling within a single Unit which are located solely within the boundary of a single Unit and/or in a Limited Common Element designated in the Declaration or on the Condominium Plat as being appurtenant to a single Unit and which serve that Unit and no other, subject to Section 5.15(a)(v) below; and

(iv) Except as otherwise provided in Section 5.15(b), all patios, terraces, sunrooms, decks, and balconies designated in the Declaration or on the Condominium Plat as a part of a Unit or as a Limited Common Element appurtenant to a Unit, including, without limitation, patio and balcony surfaces and railings. Unless otherwise determined by the Board of Directors, all costs for the maintenance, repair and replacement of the items listed in this subsection 5.15(a)(iv) shall be assessed directly against the Unit Owner of the Unit receiving such services as a Limited Common Expense and shall be collectible in the same manner as any other assessment levied by the Council of Unit Owners; and

(v) All heating and air conditioning systems and fire sprinkler systems located within each Unit and all windows, window frames, window screens, exterior doors and hallway doors providing entry to Units (including door frames and screens), and the hardware, locking and opening devices of such windows and doors, that are appurtenant to or a part of a Unit or the Limited Common Elements appurtenant to such Unit, except for routine cleaning of such windows and doors which shall be the responsibility of the Unit Owner to which they are appurtenant. The Council of Unit Owners may, in its discretion, elect to have its agents inspect, maintain, repair and/or replace clothes dryer vents within the Units. All or any portion of the costs of the maintenance, repair and replacement responsibilities of the Council of Unit Owners under this subsection 5.15(a)(v) may, in the sole discretion of the Board of Directors, be charged to all Unit Owners as a Common Expense or be assessed directly against the Unit Owner of the Unit receiving such services and shall be collectible in the same manner as any other assessment levied by the Council of Unit Owners; and

(vi) All incidental damage caused to any Unit by such work as may be done or caused to be done by the Council of Unit Owners in accordance with the provisions of these Bylaws; and

(vii) The Council of Unit Owners may elect, as determined by the Board of Directors in its sole discretion, to assume additional maintenance and repair responsibilities and, unless otherwise determined by the Board of Directors in its sole discretion, no Unit Owner shall be exempt from paying assessments for any maintenance of his or her Unit which the Board of Directors elects to perform in accordance with this Section.

(viii) The Council of Unit Owners shall be responsible for the operation, maintenance, repair and replacement of those Shared Building Components that are located within the Condominium and/or are the responsibility of the Council of Unit Owners as provided in the Master Condominium Governing Documents or such other agreement entered into among the owners of Master Condominium Units located within the Hotel Tower.

(b) By the Unit Owner.

(i) Except for the portions of any Unit required or authorized to be maintained, repaired and/or replaced by the Council of Unit Owners, each Unit Owner shall be responsible, at the Unit Owner's expense, for the maintenance, repair and replacement, of his or her Unit and all improvements therein and components thereof, including, without limitation, the following: any interior walls, ceilings, doors and floors, kitchen and bathroom fixtures and equipment, fireplaces, lighting fixtures, plumbing, electrical appliances and systems, fixtures and other components of such dwelling that are located solely within the boundary of his or her Unit and/or in a Limited Common Element designated in the Declaration or on the Condominium Plat as being appurtenant to such Unit and which serve such Unit and no other, and rooftop condensers, if any, that serve such Unit only. Each Unit Owner shall be responsible for performing, at his or her expense, all normal day-to-day custodial-type maintenance of any patio, terrace, deck, or balcony which is designated in the Declaration or on the Condominium Plat as being a part of his or her Unit or as a Limited Common Element appurtenant to his or her Unit, including keeping it in a clean and sanitary condition, and free and clear of snow, ice and any accumulation of water, and shall also be responsible, at his or her expense, for all repairs thereto required as a result of his or her negligence, misuse or neglect. In the event any Unit Owner shall fail to maintain any such patio, terrace, deck or balcony, or any Limited Common Element appurtenant to his or her Unit, as outlined herein, the Council of Unit Owners shall be responsible for such maintenance, the cost of which may be assessed against such Unit and shall be collectible in the same manner as any other assessment levied by the Council of Unit Owners. Notwithstanding anything herein to the contrary, the Council of Unit Owners shall be responsible for the maintenance, repair and replacement of all structural components of the Building constituting the Condominium and the roof, windows, exterior walls and doors, exterior trim work and the integration of the exterior walls with Unit windows such as perimeter sealants and flashing components, and other Unit components all as provided in Paragraph 5.15(a) above and for the periodic maintenance, repair and replacement of any patio, terrace, deck or balcony and railings. Any costs incurred by the Council of Unit Owners in connection with the maintenance of any Unit or of any Limited Common Element appurtenant to a Unit which is the responsibility

of the Unit Owner as provided in the Bylaws may be assessed against such Unit and shall be collectible in the same manner as any other assessment levied by the Council of Unit Owners; and

(ii) Each Unit Owner shall be responsible for, and promptly after demand shall reimburse the Council of Unit Owners for all costs of maintaining, repairing or replacing any damage to the Common Elements or any portion of a Unit required to be maintained, repaired or replaced by the Council of Unit Owners which is caused by the negligence, misuse or neglect of such Unit Owner. Such reimbursement shall be collectible by the Council of Unit Owners from the Unit Owner obligated therefor in the same manner as set forth in Article 5 of these Bylaws for the collection of common expense assessments; and

(iii) Each Unit Owner shall perform his or her responsibilities under this Section 5.15 in such a manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Council of Unit Owners is responsible.

(c) Manner of Maintenance, Repair and Replacement. All maintenance, repairs and replacements shall be performed in accordance with the First Class standard and shall be substantially similar to the type and quality of the original construction and installation and shall be of sound quality and performed in a workmanlike manner.

(d) Mold. According to the U.S. Environmental Protection Agency (the "EPA"), "molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided." U.S. Environmental Protection Agency. *A Brief Guide to Mold, Moisture and Your Home* (EPA Document 402-K-02-003), 2002. Molds reproduce through airborne mold spores. According to the EPA report, mold may begin growing inside of a home "when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture." The EPA has stated that "moisture control is the key to mold control." According to the EPA, "it is impossible to get rid of all mold and mold spores indoors; some mold spores will be found floating through the air and in house dust." *Mold Remediation in Schools and Commercial Buildings* (EPA Document 402-K-01-001), 2001. Though the presence of mold inside of the Condominium can never be completely eliminated, positive steps can be taken to reduce the occurrence of mold growth. Sections 5.15(d)(i) – (iv) below summarize some of the steps recommended by the EPA in the publication *A Brief Guide to Mold, Moisture and Your Home* (EPA Document 402-K-02-003) which, pursuant to this Section 5.15(d), the Council of Unit Owners and the Unit Owners are required to take.

(i) Unit Owners shall run bathroom and kitchen exhausts fans or open bathroom and kitchen windows, as applicable, whenever showering, cooking, running the dishwasher, or performing other activities which produce steam or water vapor.

(ii) The Council of Unit Owners shall regularly clean and repair roof gutters, monitor building grading and repair any grading which does not slope away from the building foundation.

(iii) The Council of Unit Owners shall take the following steps in all portions of the Condominium it is required to maintain pursuant to Section 5.14(a) and each Unit Owner shall take the following steps in all portions of the Condominium it is required to maintain pursuant to Section 5.15(b):

- Water or other moisture leaks or spills shall be removed promptly. If wet or damp materials or areas are dried 24 – 48 hours after a leak or spill happens, in most cases mold will not grow.
- Air conditioning drip pans shall be kept clean and the drain lines unobstructed and flowing properly.
- Indoor humidity shall be kept below 60 percent (ideally between 30 and 50 percent) relative humidity.
- Condensation or moisture collecting on windows, walls, pipes or other surfaces shall be dried quickly. In addition, action shall be taken quickly to reduce the moisture/water source causing such condensation.
- Appliances that produce moisture, including clothes dryers and stoves, shall be properly vented to the outside where possible.
- Air conditioners and/or de-humidifiers shall be utilized when needed.

(iv) Unit Owners should consult the publications referenced above for more information on mold. Websites for the U.S. Environmental Protection Agency (www.epa.gov) and the Centers for Disease Control and Prevention (www.cdc.gov) may also contain additional information on mold issues.

(v) No Unit Owner shall install within his or her Unit or upon the Common Elements wall finishes that impede moisture evaporation. Any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board, masonry block or concrete wall. Additionally, each Unit Owner shall run the heating and air conditioning systems at a level to keep the relative humidity in the Unit below 60 percent. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that the Developer is not responsible and hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Unit Owner, its family members and their guests, tenants, invitees, or pets as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. While the foregoing are intended to minimize the potential development of molds, fungi, mildew or other naturally occurring biological agents or pollutants, each Unit Owner understands and agrees that there is no method for completely eliminating the same. The Developer does not make any representations or warranties regarding the existence or development of molds or other naturally occurring biological agents or pollutants and each Unit Owner shall be deemed to waive

and expressly release any such warranty and claim for any loss or damages resulting from the existence and/or development of the same.

(e) Failure to Maintain Voids Limited Warranty; Waiver of Claims. Damage or defects resulting from improper use of a Unit or the Common Elements or the failure of a Unit Owner to maintain his or her Unit or of the Council of Unit Owners to maintain the Common Elements as required by the Declaration and these Bylaws shall void the Developer's limited warranty as to such damage or defects and shall be deemed a waiver by such Unit Owner or the Council of Unit Owners, as applicable, to assert any other claims with respect to such damage or defects.

Section 5.16. Restrictions on Use of Units. In order to provide for the congenial occupancy of the Condominium and for the protection of the values of the Units, the use of the Condominium shall be restricted to and shall be in accordance with the following provisions:

(a) Subject to the provisions of Section 5.22 below, no part of the Condominium shall be used for other than housing and the related common purposes for which the Condominium was designed. No auction sales, private showings or public events for commercial purposes shall be allowed in any Unit. Nothing contained in this Article or elsewhere in these Bylaws shall be construed to prohibit the Developer from the use of any Unit for promotional or display purposes, as a "model home", as a sales and/or construction office, or for any other lawful purpose, including, without limitation, with respect to other condominium projects.

(b) Nothing shall be done or kept in any Unit or in any Common Elements which will increase the rate of insurance for the Condominium or the Master Condominium without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his or her Unit or in any Common Elements which will result in the cancellation of insurance on the Condominium, or the contents thereof, or which would be in violation of any law. No waste will be committed in any Common Elements.

(c) No improper, offensive, or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to the maintenance and repair of any portion of the Condominium, shall be complied with, by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Condominium.

(d) Nothing shall be done in any Unit or in, on, or to any Common Elements which will impair the structural integrity of the Condominium or the Building, or which would structurally change any improvements thereon except as is otherwise provided in these Bylaws, provided, further, that interior partitions contributing to the support of any Unit shall not be altered or removed.

(e) No plumbing fixtures or appliances within the Unit or on the Common Elements may be used for any purposes other than those for which they were installed or constructed and no Unit Owner shall overload or alter existing electrical circuits in the Unit.

(f) Except with the prior approval of the Board of Directors, no Unit Owner shall permit any fixtures or other improvements to be installed in a manner which penetrates the unexposed surfaces of the ceilings, walls and floors of a Unit, including any balcony, terrace or patio of any Unit.

(g) Except for any uses permitted by the Declaration or by Section 5.22 of these Bylaws and which is not be prohibited by Applicable Law, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium.

(h) Except as expressly permitted by the Act or by the Board of Directors subject to any restrictions imposed by the Master Condominium Governing Documents, no Unit Owner may post any advertisement, poster or sign of any kind (including, without limitation, "For Sale" signs) on the exterior of his or her Unit or in the windows of his or her Unit or on any of the Common Elements.

(i) Only exterior antennas and satellite dishes specifically permitted by applicable federal governmental regulations shall be permitted within the Condominium. The Board of Directors may impose reasonable rules and regulations regarding the location and screening of any permitted antennas and satellite dishes, subject to applicable governmental regulations.

(j) Units may only be leased for a minimum of one (1) year lease terms, subject to the terms and conditions provided herein. Any lease for a Unit shall provide that the terms of such lease shall be subject in all respects to the provisions of the Act, the Master Condominium Governing Documents, the Declaration, these Bylaws and the Rules and that any failure of the lessee to comply with the terms of such provisions shall be a default under the lease, which default may be remedied by the Unit Owner in accordance with the lease and by the Council of Unit Owners, in accordance with the Act. All leases must be in writing and copies shall be provided to the Board of Directors. The Board, in its discretion, may from time to time promulgate a lease addendum reflecting the requirements of this subsection which Unit Owners would be required to incorporate into their Unit leases. Except for the limitations outlined below with respect to Occupancy Plans (defined below) the limitations of this subsection shall not apply to the Developer for so long as it owns any Units in the Condominium or to any institutional mortgagee of any Unit who comes into possession of the Unit by reason of any remedies provided by Applicable Law or in the mortgage, or as a result of foreclosure sale or other judicial sale, or as a result of any proceeding, arrangement, assignment, or deed in lieu of foreclosure. Occupancy pursuant to any timeshare, fractional ownership, interval exchange (whether the exchange is based on an exchange of occupancy rights, cash payments, rewards programs or other point or accrual systems) or other membership plans or arrangements (collectively the "Occupancy Plans") through which a participant in the plan or arrangement acquires an

ownership interest in any Unit in the Condominium with attendant rights of periodic use and occupancy or acquires contract rights to such periodic use and occupancy of such Unit or a portfolio of accommodations involving the Unit is strictly prohibited; provided that the foregoing prohibition shall not apply, and use in connection with such Occupancy Plan shall be permitted, subject to Applicable Law, (i) for any Units owned by the Developer and/or the Four Seasons Hotels Limited, for so long as the Four Seasons Hotels Limited shall be the Managing Agent, or their respective affiliates, or (ii) any Unit in which ownership is held as part of a timeshare or fractional ownership regime established by the Developer or the Four Seasons Hotels Limited, or their respective affiliates, so long as, in each case, the Occupancy Plan is managed by the Four Seasons Hotels Limited or any of its affiliates, and (iii) if the Occupancy Plan consists of an interval exchange program based on exchange of occupancy rights (that is, exclusive of interval exchange programs in which the owner of a Unit receives any cash payment or consideration other than a right to periodic exchange of occupancy rights and related privileges) and such permitted interval exchange program is operated by Four Seasons Limited or any of its affiliates. This subparagraph (j) shall not be amended without the prior written consent of the Developer, for so long as the Developer owns any Unit in the Condominium, the Hotel Unit Owner and the Four Seasons Hotels Limited, for so long as the Four Seasons Hotels Limited shall be the Managing Agent.

(k) Portions of a Unit that are visible from the exterior of the Unit and the Limited Common Elements (if any) appurtenant thereto must be kept in an orderly condition so as not to detract from the neat appearance of the Condominium. In this regard, no motorcycles or other motorized vehicles, bicycles or other equipment, including, without limitation, ladders, tools, toys, or pet supplies, may be parked or stored on the patios, terraces, decks or balconies and no clothing, laundry or other items shall be hung from the exterior of any Unit of the Common Elements, including any patio, terrace, deck, or balcony. The Board of Directors, in its sole discretion, may determine whether the portions of a Unit visible from the exterior of the Unit and the Limited Common Elements (if any) are orderly. If an Owner shall fail to keep orderly the portions of the Owner's Unit that are visible from the exterior of such Unit or Limited Common Elements (if any) appurtenant thereto, the Board of Directors may have any objectionable items removed from the portions of the Unit that are visible from the exterior of the Unit or the Limited Common Elements so as to restore their orderly appearance, without liability therefor, and charge the Unit Owner for any costs incurred in connection with such removal and storage, if any, of such items.

(l) Trash shall be stored in accordance with city health regulations within the Unit or upon the designated locations on the Common Elements, Shared Building Components or the Master Condominium common elements, as applicable, identified by the Board of Directors for such storage. Trash shall not be stored or placed upon patios, terraces, decks or balconies, or any Common Elements or other areas not designated for the storage of trash. Without limiting the generality of the foregoing, trash shall not be placed or stored in common hallways. In addition, all trash shall be disposed of in the manner and at locations directed by the Board of Directors.

(m) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, is prohibited within any Unit or upon any

Common Elements, except that this shall not prohibit the keeping of a limited number of orderly, common house pets (as determined by the Board in its sole discretion), as provided in the Rules (which Rules may establish reasonable size and breed limitations consistent with the nature and quality of the Condominium and the mixed-use nature of the Building), within a Unit by a Unit Owner, provided that they are not kept or maintained for commercial purposes or for breeding. Unless otherwise approved by the Board of Directors, no pet may be kept within a Unit for more than seven (7) days by a guest of a Unit Owner or by a resident tenant unless such tenant is occupying the Unit under a lease compliant with the minimum terms provided in these Bylaws. Pets shall not be permitted upon the Common Elements or the Shared Building Components except in areas designated by the Board of Directors. All pets shall be registered, licensed and inoculated as required by Applicable Law and appropriate documentation confirming compliance shall be supplied by the pet owner in accordance with the Rules. All pets shall be accompanied by an adult and are to be carried or leashed and under the immediate control of the adult at all times when on the Common Elements, Shared Building Components and Master Condominium common elements. The person accompanying any pet is responsible for the immediate removal and disposal of any waste deposited by the pet upon any portion of the Condominium. The Council of Unit Owners shall not be liable for any loss, damage, or injury caused by any animal within or in the vicinity of the Condominium. Any person who keeps or maintains any pet upon any portion of the Condominium shall indemnify and hold the Council of Unit Owners, the Developer, the Managing Agent and each Unit Owner free and harmless from any loss, damage, injury, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. Pets that are permitted to roam free or which are determined by the Board, in its sole discretion, to endanger the health and safety of any other Unit Owner(s), make objectionable noise, or constitute a nuisance or unreasonable inconvenience to any other Unit Owner(s), shall be promptly removed from the Condominium upon request by the Board of Directors. The Board of Directors shall have the right to adopt or amend Rules regarding pets, consistent with this subsection, as it may from time to time consider necessary or appropriate.

(n) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any Common Elements at any time. Outdoor clothes dryers or clotheslines shall not be maintained upon any Common Elements at any time. No clothing, laundry or the like shall be hung from any part of any Unit that is visible from the exterior of the Building or upon any of the Common Elements or from or upon any patio, terrace, deck, balcony, or porch.

(o) No fence shall be constructed within the Property except with the prior written approval of the Board of Directors in accordance with these Bylaws.

(p) All draperies, shades, blinds and other window coverings hung, displayed or installed at or in the exterior windows of any Unit shall be of materials and construction manufactured for purposes of serving as window coverings and shall have a white backing. Sheets, towels, bedspreads, aluminum foil and other similar materials not manufactured for purposes of serving as window coverings, as determined by the Board of Directors, shall not be hung, displayed or installed at or in the exterior windows of any Unit.

(q) The use of any Parking/Storage Space Easements within the Garage 2 Unit shall be subject to such rules as may be adopted and amended from time to time by the Garage 2 Unit owner.

(r) No Unit Owner or occupant shall make or permit to be made any disturbing noise in the Common Elements or in the Units by the Unit Owner, or the Unit Owner's family, friends, tenants, employees, servants or invitees, nor permit anything to be done by any such persons as would unreasonably interfere with the rights, comfort or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play or allow to be played any musical instrument, radio, TV, stereo, tape recorder or the like if the same shall unreasonably disturb or annoy any other Unit Owners or occupants. Without limiting the general applicability of the foregoing, the following times shall be maintained as "quiet hours" during which additional noise restrictions may be required by the Board of Directors: 10:00 p.m. through 7:00 a.m. on weekdays and 11:00 p.m. through 8:00 a.m. on weekends. Notwithstanding, however, by taking title to a Unit, each Unit Owner acknowledges that his or her Unit is part of a multifamily condominium building, located within a mixed-use project in an urban environment. As a result, there may be other Units above, below and/or next to his or her Unit, and noise, vibrations and odors are frequently transmitted between Units. The Developer has no control over the occupants or other persons within any Units and shall not be liable for the conduct of such occupants or other persons, including, without limitation, any noises from any source emanating from any Units, corridors or other Common Elements, elevators, mechanical equipment, amenities, commercial activities or vibrations or odors that such occupants or other persons within the Condominium and outside of the Condominium may cause. Each Unit Owner is responsible for taking measures to minimize the noise, vibrations and odors that may be transmitted from his or her Unit.

(s) All hardwood, tiled or comparable hard floors within a Unit shall be covered with suitable sound attenuation measures in order to reduce and reasonably restrict the transmission of sound from one Unit to another. The Board of Directors shall have the sole discretion to determine the adequacy of such sound attenuation measures in any Unit and shall have authority to require a Unit Owner to implement additional reasonable measures to satisfactorily inhibit unreasonable noise transmission.

(t) Except for appliances installed by the Developer during its initial construction of Units or replacements of such appliances as may be installed by Unit Owners, no additional major appliances may be installed in any Unit without the prior approval of the Board of Directors.

(u) Waterbeds shall not be permitted in any Unit without the prior written approval of the Board of Directors.

(v) Bicycles shall be stored in the Parking/Storage Space Easements owned by Unit Owners within the Garage 2 Unit or elsewhere in the Condominium as may be designated from time to time by the Board of Directors. Bicycles may not be transported through the main lobby of the Condominium and shall be subject to such other rules and regulations as may be established from time to time by the Board of Directors.

(w) Notwithstanding any provision contained in this Section 5.16 to the contrary, the use and other restrictions set forth in this Section 5.16 shall not apply to the construction, development or marketing activities of the Developer or to the use of the Common Elements and/or Units owned by the Developer for display, marketing, promotion, sales, rental, leasing or construction purposes or the use of Units as "models", or the use of any portion of the Condominium as a sales, rental or management office for this Condominium or for other projects.

Section 5.17. Rules - Adoption and Enforcement. The Board of Directors may, from time to time, enact uniform Rules which govern the use and operation of the Condominium, as well as the conduct and the enjoyment of the Unit Owners, provided that such Rules are not in conflict with the Declaration or these Bylaws, and provided further that such Rules are adopted in accordance with Section 11-111 of the Maryland Condominium Act, as amended from time to time. Such Rules may include the imposition of move-in and move-out fees, elevator use fees and security deposits for such activities and may include the imposition of additional administrative fees and charges applicable to pets, leasing, Alterations (defined below) and certain exclusive use, if any, of the Common Elements. Such Rules may also include, without limitation, the right to suspend use of the Common Element amenities and withhold special privileges and services as contemplated in Section 3.2(o) of these Bylaws.

Section 5.18. Additions, Renovations, Alterations or Improvements by the Board of Directors. Whenever in the judgment of the Board of Directors the Common Elements or other portions of the Condominium that the Council of Unit Owners is obligated to maintain shall require additions, renovations, alterations or improvements costing in excess of One Hundred Thousand Dollars (\$100,000.00), and the making of such additions, renovations, alterations or improvements shall have been approved by a majority of the Unit Owners and with the consent of the Developer for so long as the Developer owns any Unit, the Board of Directors shall proceed with such additions, renovations, alterations or improvements and may assess the Unit Owners for the cost thereof as a common expense. If such additions, renovations, alterations or improvements, if not made, could reasonably result in a threat to the health or safety of the Unit Owners or a significant risk of damage to the Condominium, or are necessary to meet the requirements of Applicable Law or requirements of the master insurance policy for the Condominium, then such additions, renovations, alterations or improvements may be made without the prior approval of Unit Owners. Any additions, renovations, alterations or improvements costing One Hundred Thousand Dollars (\$100,000.00) or less may be made by the Board of Directors without approval of the Unit Owners, provided the Unit Owners are given at least ten (10) days written notice of a special meeting of the Board of Directors at which such additions, renovations, alterations, or improvements are approved by an amendment to the budget. The cost of any such additions, renovations, alterations or improvements shall constitute a common expense, unless otherwise provided in the Declaration or these Bylaws. Any provision of the foregoing to the contrary notwithstanding, any expenditure of reserve funds for the normal care, upkeep, repair, maintenance or replacement of the Common Elements or other portions of the Condominium that the Council of Unit Owners is obligated to maintain pursuant to the terms of these Bylaws shall not require the consent or approval of the Unit Owners under this Section, provided that such expenditures shall otherwise be subject to the Declaration and other applicable provisions of these Bylaws.

Section 5.19. Architectural Control No addition, deletion, change or alteration to the exterior of the building or other improvements located within the Property or to any other exterior portions of the Property, including, without limitation, a change in exterior color or exterior building materials or the construction of new buildings, walls, fences, or other structures (collectively, "**Alterations**"), shall be made without all applicable approvals of the Master Condominium having been obtained as to the exterior design and appearance of the Alterations, if any.

Section 5.20. Unit Alterations. No Unit Owner shall perform any alterations or any other work in or to its Unit that could impair the structural integrity of the building unless plans for such alterations have been approved in writing in advance of any such work by the Board of Directors, in the Board's sole discretion. The Board may retain architects, engineers and other professionals to review such plans and all fees and other costs for such professionals shall be paid for by the Unit Owner submitting such plans. All costs relating to any damage to the Common Elements or any other Unit that results from alterations or other work performed within a Unit shall be the sole responsibility of the Unit Owner of the Unit in which such work was performed and such costs may be collected against the Unit Owner in the same manner as Common Expenses.

Section 5.21. Right of Access. All Unit Owners hereby grant a right of access to their Units to the Managing Agent and/or such other persons as may be authorized by the Board of Directors or the Managing Agent for the purpose of making inspections and for the purpose of performing installations, alterations or repairs to the mechanical and electrical services and other Common Elements in their Units or elsewhere in the Condominium, and to correct any condition which violates the provisions of any mortgage covering a Unit, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 5.22. No-Impact Home-Based Businesses.

(a) The use of any Unit within the Condominium as a "no-impact home-based business", as defined in § 11-111.1 of the Act, is permitted subject to reasonable Rules regarding no-impact home-based businesses which may from time to time be promulgated by the Board of Directors. In all events, any no-impact home-based business shall be subject to the following:

(i) Before any Unit may be operated as a no-impact home-based business, the Owner and/or resident of such Unit shall notify the Council of Unit Owners, in writing, at least thirty (30) days prior to commencing the no-impact home-based business.

(ii) No activities associated with a no-impact home-based business may be conducted in the Common Elements.

(b) Some or all no-impact home-based businesses may be prohibited or further restricted by the vote of a simple majority of the Unit Owners at any regular or special meeting of the Council of Unit Owners duly called for such purpose. Nothing in this subsection shall be

deemed to prohibit the Board of Directors from promulgating reasonable Rules regarding no-impact home-based businesses.

(c) Nothing contained in this Section 5.22 shall be construed to prohibit the Developer from using any portion of the Condominium for promotional or display purposes, or as "model homes", a sales and/or construction office, or the like.

ARTICLE 6 **MORTGAGES**

Section 6.1. Notice to Board of Directors. A Unit Owner who mortgages his or her Unit shall notify the Board of Directors in writing of the name and address of the mortgagee. The Board of Directors shall maintain such information in a book entitled "Mortgages of Units".

Section 6.2. Examination of Books. Each Unit Owner, each contract purchaser of a Unit, and each mortgagee of a Unit shall be permitted to examine the books and records of the Council of Unit Owners at reasonable times on business days.

Section 6.3. Notice of Loss to or Taking of Common Elements. The Board of Directors shall give written notice to Eligible Mortgage Holders who have requested such notice of any condemnation or casualty loss which affects a material portion of the Condominium or any Unit on which a First Mortgage is held, insured or guaranteed by such Eligible Mortgage Holder of any Unit or the Common Elements or related facilities of the Condominium.

Section 6.4. Financial Statement. The Council of Unit Owners shall provide any Eligible Mortgage Holder who submits a written request, a copy of an annual financial statement for the preceding fiscal year of the Council of Unit Owners within ninety (90) days following the end of such fiscal year.

Section 6.5. Definitions. As used in these Bylaws, the term "**mortgagee**" shall mean any mortgagee or trustee under a deed of trust which is a lien upon a Unit, or the party secured or beneficiary of any recorded deed of trust, and shall not be limited to institutional mortgagees; and the term "**mortgage**" shall include a deed of trust. As used generally in these Bylaws, the term "**institutional mortgagee**" shall include banks, trust companies, insurance companies, mutual savings banks, mortgage insurance companies, mortgage companies, credit unions, savings and loan associations, pension funds, Fannie Mae, FHLMC, and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof. "**Eligible Mortgage Holder**" has the meaning set forth in Section 2.18 of the Declaration and "**First Mortgage**" has the meaning set forth in Section 2.23 of the Declaration.

Section 6.6. Percentage of Eligible Mortgage Holders; Deemed Consent. Wherever in the Declaration or these Bylaws the approval or consent of a specified percentage of Eligible Mortgage Holders is required, it shall mean the approval or consent of Eligible Mortgage Holders holding security interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Council of Unit Owners as compared to the total allocated to all Units then subject to security interests held by Eligible Mortgage Holders. An Eligible Mortgage

Holder who is notified of any proposed amendment(s) to the condominium documents or other matter for which it is entitled to notice as provided in the Declaration or these Bylaws (such notice to be delivered by certified or registered mail, return receipt requested), and which fails to respond within sixty (60) days of receipt of such notice shall be deemed to have consented to the proposed amendment(s) or other matter which the Eligible Mortgage Holder was provided notice of.

Section 6.7. Notice of Actions. The Council of Unit Owners shall give prompt written notice to each Eligible Mortgage Holder of (and each Unit Owner is deemed to consent to and authorize such notice):

(a) Any condemnation loss or any casualty loss which affects a material portion of the Common Elements, Condominium or any Unit subject to a First Mortgage or security interest held, insured, or guaranteed by such Eligible Mortgage Holder.

(b) Any delinquency in the payment of common expense assessments or charges owed by a Unit Owner whose Unit is subject to a First Mortgage or security interest held, insured, or guaranteed, by such Eligible Mortgage Holder which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity insurance maintained by the Council of Unit Owners.

(d) Any proposed amendment to the Declaration, these Bylaws or Condominium Plat effecting a change in the purposes to which any Unit or the Common Elements are restricted.

(e) Any proposed termination of the Condominium.

(f) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in Section 10.5 of the Declaration.

To be entitled to receive notice of the foregoing, the Eligible Mortgage Holder must send a written request to the Council of Unit Owners, stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guarantees) the mortgage.

Section 6.8. Development Rights. No development rights may be voluntarily abandoned or terminated by the Developer unless all persons holding security interests in the development rights consent to the abandonment or termination.

Section 6.9. Enforcement. The provisions of this Article 6 are for the benefit of Eligible Mortgage Holders and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 6.10. Attendance at Meetings. Any representative of an Eligible Mortgage Holder may attend and address any meeting which a Unit Owner may attend.

ARTICLE 7

SALES AND MORTGAGES OF UNITS

Section 7.1. Sales. A Unit Owner may sell, convey or otherwise transfer his or her Unit, or any interest therein, without the consent of the Council of Unit Owners.

Section 7.2. 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 or her 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.

ARTICLE 8

CONDEMNATION

In the event of a taking in condemnation, or by purchase in lieu thereof, of a Unit or any part thereof or of part or all of the Common Elements, the Council of Unit Owners is hereby appointed by each Unit Owner as its attorney-in-fact in any proceedings, negotiations, settlements or agreements related to such condemnation, or purchase in lieu thereof. Any proceeds from the settlement of such condemnation, or purchase in lieu thereof, shall be payable to the Council of Unit Owners, or an Insurance Trustee (if an Insurance Trustee is appointed by the Council of Unit Owners) for the benefit of the Unit Owners and their mortgage holders. Any distribution of funds in connection with the termination of the Condominium shall be made in accordance with the Act.

ARTICLE 9

RECORDS AND AUDITS

The Board of Directors or the Managing Agent shall keep books and records in accordance with good accounting practices on a consistent basis. In addition to the provisions of Section 6.4 of these Bylaws, on the request of the Unit Owners of at least five percent (5%) of the Units, an audit by an independent Certified Public Accountant shall be made, provided an audit shall not be made more than once in any consecutive twelve (12)-month period. The cost of such audit shall be a Common Expense. Every record kept by the Council of Unit Owners and current copies of the Master Condominium Governing Documents, the Declaration, Bylaws and Rules (if any) of the Council of Unit Owners shall be available in accordance with the Act and these Bylaws for examination and copying by any Unit Owner, contract purchaser of a Unit and mortgagee of a Unit (and insurers and guarantors of First Mortgages secured by a Unit or Units), and their respective duly authorized agents or attorneys, during normal business hours and after reasonable notice.

ARTICLE 10 PARKING AND STORAGE SPACES

Parking spaces and storage spaces available to Unit Owners are located within the Garage 2 Unit of the Master Condominium and are not part of the Condominium. Unit Owners shall enter into Parking/Storage Space Easements with the Garage 2 Unit Owner and shall pay Garage Expenses pursuant thereto. As provided in the Parking/Storage Easements and the Garage Easement, the Council of Unit Owners shall, for convenience of the Unit Owners, charge and collect the Garage Expenses to the Unit Owners who have entered into Parking/Storage Space Easements and shall remit such collected Garage Expenses to the Garage 2 Unit Owner. Notwithstanding, the Parking/Storage Space Easements shall control the operation, management and related rules and regulations and expenses applicable to the parking spaces and storage spaces of the Unit Owners.

ARTICLE 11 EASEMENTS FOR UTILITIES AND RELATED PURPOSES

Subject to the requirements of Section 11-125 of the Act, the Council of Unit Owners is authorized and empowered to grant (and shall from time to time grant) such licenses, easements, leases and/or rights-of-way for sewer lines, water lines, electrical cables, cable television, telephone cables, internet and other communication lines, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the Condominium as may be considered necessary or appropriate by the Board of Directors for the orderly maintenance, preservation, and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and/or welfare of the owners of the Units or the Developer and/or as required by the Declaration. The Council of Unit Owners shall have the power to grant such licenses, easements, leases and rights-of-way as set forth in Section 11-125 of the Act.

ARTICLE 12 DISPUTE RESOLUTION

Section 12.1. Claim Notice; Inspection. Every claim against the Developer (including any of the Developer's employees, agents or contractors) by the Council of Unit Owners and/or any Unit Owner or Unit Owners (each of the foregoing a "**Claimant**") regarding the design, construction, or warranty of the Common Elements, any Unit, or other portion of the Condominium, that is not otherwise resolved by informal means shall be resolved pursuant to the requirements of this Article 12.

(a) The Claimant shall mail or otherwise deliver written notice to the Developer specifying the defect or defects that are the subject of its claim, including specific identification of all Common Elements, Unit(s) and other portions of the Condominium that have manifested damage or otherwise indicate existence of a defect (the "**Claim Notice**").

(b) The Developer may make a written request to the Claimant to inspect the property identified in the Claim Notice (the "**Inspection Request**"). No later than forty-five

(45) days after delivery of the Inspection Request, the Claimant shall make available for inspection and/or testing (including, but not limited, destructive or invasive testing) the property identified in the Claim Notice during normal working hours or other mutually agreed upon times. If necessary, interior inspections or testing of Units shall occur only during normal business hours or other mutually agreed upon times, upon prior notice to the Unit Owner or occupant of the Unit, and with the consent of the Unit Owner of the Unit, which consent shall not be unreasonably withheld or delayed. In addition, if the Claimant has engaged the services of a professional to prepare the contents of the Claim Notice, then the Claimant shall make the professional available to meet with and/or accompany the Developer in inspecting the items in the Claim Notice. The Developer shall pay the costs of its inspection and testing and shall restore the subject property to the condition that existed immediately before such inspection or testing, if practicable, within a commercially reasonable period of time.

Section 12.2. Settlement Statement and Conference; Developer's Right to Repair.

(a) Developer shall within a reasonable period of time after completion of the inspection performed pursuant to Section 12.1 above, submit a written statement to the Claimant stating the Developer's position regarding the items in the Claim Notice as well as a proposed settlement of the claim or claims identified in the Claim Notice, and stating whether the Developer proposes to do any repair work, pay the Claimant a cash amount, or both (the "**Settlement Statement**"). The Developer shall have the right, in its sole discretion, to repair any items listed in the Claim Notice provided that such repair is undertaken and completed within a reasonable period of time and is performed within acceptable industry standards in effect when the Condominium or other improvement was constructed. The Claimant shall provide the Developer with all necessary access to the Condominium to perform such repairs.

(b) If the Claimant does not agree to the terms of the Settlement Statement, then the Claimant and the Developer shall hold a settlement conference at a mutually agreeable time and place to discuss the claim or claims identified in the Claim Notice and the proposed settlement stated in the Settlement Statement (the "**Settlement Conference**"). If the Claimant is the Council of Unit Owners, it shall be represented by at least a majority of the members of the Board of Directors at the Settlement Conference. The Claimant and the Developer may be represented by attorneys and consultants at the Settlement Conference and any mutually agreed upon continuation thereof.

(c) If, despite reasonable good-faith efforts, a settlement of the claim or claims identified in the Claim Notice is not reached after the Settlement Conference, the Claimant or the Developer may deliver to the other party a written request for nonbinding mediation by an independent mediator selected by the parties. If the Claimant and Developer cannot agree on a mediator, then the mediator shall be appointed in accordance with the most current version of the mediation procedures of the American Arbitration Association (except as such procedures may be modified by the provisions of this Section). Either party to any such nonbinding mediation may elect to terminate such nonbinding mediation at any time, but not before the mediation has lasted at least three (3) hours, upon that party's determination that the nonbinding mediation has been unable to resolve the dispute, by giving written notice to the other party of such

determination. The costs of the mediator and any mediation administrative fees shall be split equally between the Claimant and the Developer.

(d) Persons other than the Claimant and the Developer and their respective representatives, attorneys and consultants, and the mediator, may not attend the Settlement Conference or mediation unless otherwise agreed to by the Claimant and the Developer. Information disclosed in the Settlement Conference or mediation shall be for purposes of settlement only in the event of any subsequent adversarial proceeding. There shall be no stenographic or other recording of the Settlement Conference or mediation.

(e) Any notice, request, statement, or other communication required to be sent to the Developer or the Claimant under this Article shall be mailed by first-class registered or certified mail, return receipt requested, sent by facsimile (provided the original is sent to the addressee on the same day by one of the other methods of delivery set forth in this Section), or personally served on the party entitled to receive such notice, request, statement or other communication.

Section 12.3. Commencement of Action by the Council of Unit Owners; Notice to Unit Owners. Before the Council of Unit Owners may bring an action for damages against the Developer based on any claim or claims identified in a Claim Notice, the Council of Unit Owners shall make reasonable efforts to disseminate to each Unit Owner:

(a) A statement of the claim of the Council of Unit Owners against the Developer;

(b) A copy of the written response of the Developer to the claim of the Council of Unit Owners, including any proposed settlement delivered by the Developer to the Council of Unit Owners;

(c) Summary information about the Settlement Conference and the mediation;

(d) A statement of the reasonably anticipated consequences of proceeding with litigation including the estimated costs of pursuing litigation (the form and content of such statement to be subject to the reasonable judgment of the Board of Directors); and

(e) A statement that if at least ten percent (10%) of the Unit Owners (other than the Developer) request a special meeting of the Council of Unit Owners to discuss the proposed litigation within thirty (30) days after the date the notice is mailed or otherwise delivered to the Unit Owners, then a special meeting must be held.

(f) Nothing herein shall impact voting requirements under Section 10.10 of the Declaration for Extraordinary Actions.

Section 12.4. Waiver of Jury Trial. ANY ACTION AGAINST THE DEVELOPER BY A CLAIMANT SHALL BE SOLELY BEFORE A JUDGE IN THE JURISDICTION WHERE THE CONDOMINIUM IS LOCATED. THE COUNCIL OF UNIT OWNERS AND ALL INDIVIDUAL UNIT OWNERS WAIVE TRIAL BY JURY IN ANY ACTION,

PROCEEDING OR COUNTERCLAIM BROUGHT BY THE COUNCIL OF UNIT OWNERS OR ANY INDIVIDUAL UNIT OWNER AGAINST THE DEVELOPER IN CONNECTION WITH ANY RIGHTS OR OBLIGATIONS BETWEEN THE COUNCIL OF UNIT OWNERS AND/OR A UNIT OWNER AGAINST THE DEVELOPER REGARDLESS OF THE FORM OF THE CLAIM(S) MADE OR DAMAGES SOUGHT. THIS WAIVER OF JURY TRIAL WILL EXTEND TO ANY THIRD PARTY NAMED IN ANY PROCEEDING BY THE COUNCIL OF UNIT OWNERS, ANY UNIT OWNER OR THE DEVELOPER. BY ACQUIRING AN INTEREST IN ANY PORTION OF THE CONDOMINIUM, EACH CLAIMANT ACKNOWLEDGES THAT THIS WAIVER IS MADE KNOWINGLY, VOLUNTARILY, AND AFTER CONSULTING WITH, OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH, COUNSEL OF ITS OWN CHOOSING AS TO THE MEANING OF THIS WAIVER.

Section 12.5. Compliance. The Developer and any Claimant may assert a substantial failure by the other to substantially comply with a material requirement of this Article 12 as a procedural deficiency in any action or proceeding, at law or in equity, involving the Developer and such Claimant. If the court before which such action or proceeding is pending shall find that the Developer or the Claimant has failed to substantially comply with a material requirement of this Article 12 and that the rights of a party have been substantially impaired, the parties shall be deemed to have consented to a stay in such action or proceeding, not to exceed ninety (90) days, during which the Developer and the Claimant shall, in good faith, establish compliance with such material requirement.

Section 12.6. Amendment. Any provision of these Bylaws or the Declaration to the contrary notwithstanding, no amendment to this Article 12 shall be made without the prior written consent of the Developer, which consent shall be recorded among the Land Records; provided, however, that the Claimant and the Developer may mutually agree, in writing, to modify or excuse any of the conditions or time periods set forth in this Article.

ARTICLE 13 **MISCELLANEOUS**

Section 13.1. Notices.

(a) All notices required under these Bylaws to the Council of Unit Owners or the Board of Directors shall be sent by personal delivery with a signed receipt, by reputable overnight delivery with signed receipt, or by first-class registered or certified mail, return receipt requested, postage prepaid, to the Board of Directors or the Managing Agent, to the mailing address specified in these Bylaws. All notices hereunder to any Unit Owner shall be sent by first-class mail, reputable overnight delivery, or personally delivered to the address as may have been designated by such Unit Owner from time to time, in writing, for inclusion on the Roster, or otherwise pursuant to Section 13.2 below. All notices hereunder to mortgagees of Units shall be sent by first-class mail, reputable overnight delivery, or personally delivered to their respective addresses as designated by them from time to time, in writing, to the Board of Directors. All notices hereunder to the Developer shall be sent by personal delivery with a signed receipt, or by

first-class registered or certified mail, return receipt requested, postage prepaid, to: Harbor East Parcel D - Residential LLC, 650 South Exeter Street, Suite 200, Baltimore, Maryland 21202.

(b) Any notice required under these Bylaws may also be sent by facsimile (provided the original is sent to the addressee on the same day by one of the other methods of delivery set forth in this Section). All notices shall be in writing and shall be deemed to have been given (i) when delivered if by personal delivery, (ii) on the date evidenced by the return receipt if by registered or certified mail, or (iii) three (3) days after mailing, if mailed by first-class or other mail, postage prepaid; provided, however, that all notices of a change of address shall be deemed to have been given when received. The parties shall be responsible for notifying each other of any change of address. If any date upon which action is required under these Bylaws shall be a Saturday, Sunday or legal holiday, the date for such action shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday.

(c) Notwithstanding the above, any notice to a Unit Owner required under these Bylaws may be sent by electronic transmission in accordance with and subject to the procedures and requirements of the Act, as amended from time to time.

Section 13.2. Invalidity. The provisions of these Bylaws shall be severable, and the invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 13.3. Captions; Gender. The captions contained in these Bylaws are included only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision of these Bylaws. Whenever the context so requires in these Bylaws, the use of the masculine, feminine or neuter pronoun shall include the others and the singular shall include the plural, and vice versa.

Section 13.4. Waiver. No restriction, condition, obligation or provision contained in these Bylaws 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 13.5. Amendments to Bylaws. Except as otherwise provided in these Bylaws or in the Declaration, these Bylaws may be modified or amended in accordance with Section 11-104(e) of the Act and with the written consent of the Developer for so long as the Developer owns any Unit.

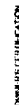
Section 13.6. Conflicts. In case any part of these Bylaws conflict with the Maryland Act and/or the Declaration, the provisions of the Act and/or Declaration as the case may be, shall control.

END OF BYLAWS

Exhibit C

(Condominium Plat)

The copy of the Condominium Plat attached as this Exhibit C is for convenient reference only. See Recital C of this Declaration for reference to the Condominium Plat as recorded among the plat records of Baltimore City, Maryland.



LABOR EAST PART, L. D. - RESIDENTIAL LLC, OWNER OF THE PROPERTY KNOWN HEREON, DO ADOPT THIS CONDOMINIUM PLAT, CONSISTING OF SUBDIVISION 177 BELLVA OF THE PROPERTY AND BUILDINGS OF HANCOCK EAST TOWER CONDOMINIUM. WE CERTIFY TO THE BEST OF OUR KNOWLEDGE THE REQUIREMENTS OF THE MARYLAND CONDOMINIUM ACT, SECTIONS 11-101 ET SEQ. OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND HAVE BEEN COMPLIED WITH AND THAT THIS PLAT IS IN ACCORDANCE WITH THE ACT. (SEE TIME 01)

THE ABOVE PERSON, ATTACHED PERSON
HARBOR EAST PARCEL D. RESIDENTIAL, LLC

McLaren
ENGINEERING GROUP
Applied Ingenuity
McLaren Technical Services, Inc.

31 East Pratt Street, Suite 302 Baltimore, Maryland 21202
(410) 453-3767 F (410) 243-6544 www.moravian.org

CONDOMINIUM PLAT
SURVEY PLAN
HARBOR EAST TOWER CONDOMINIUM
200 INTERNATIONAL DRIVE
BALTIMORE CITY, MARYLAND
WARD 3, SECTION 6, BLOCK 1800, LOT 5

[illegible]

GENERAL NOTES

1. BEARINGS AND COORDINATES ARE GIVEN HERE AND BASED ON THE STATE PLAT MAP OF THE AREA. THE PLAT MAP IS AVAILABLE FROM THE MISSOURI DEPARTMENT OF REVENUE, DIVISION OF LAND TRANSFER, CONTROL & TAXATION.

2. 2656'04" SOUTH 4.5111° WEST EAST 3.3383' 391

3. 2225'71" SOUTH 4.0481° EAST 1.4003' 394

4. OWNER-REDEVELOPER: HENRIKSON, INC.

5. HARBOR EAST PARCEL D - HARBORSHALL, LLC P.M.C. 06050036

6. PLAT MAP P.M.C. 3716

7. PROPERTY ADDRESS: 311

THE SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A PREVIOUS SURVEY OF THE AREA. THE RESULTS OF THE SURVEY ARE THEREFORE BASED ON THE BEST AVAILABLE LAND RECORDS AT THE TIME OF THE SURVEY. THE SURVEY WAS CONDUCTED BY THE U.S. GEOLOGICAL SURVEY, WASHINGTON, D.C. AND THE RESULTS OF THE SURVEY ARE NOT GUARANTEED.

[illegible]

Abstract:

USURY KEY (A) THIS PLAT CONSISTS OF SEVENTEEN (17) SHEETS, TOGETHER WITH THE AFFIDAVIT, VERIFICATION OF TITLE, CLARIFICATION, A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED, AND THE IDENTIFICATION AND LOCATIONS OF EACH UNIT AND THE COMMON ELEMENTS, AS EXHIBITED.

CLARITY THAT THIS PLAT HAS BEEN PREPARED BY AN
 SURVEYOR IN ACCORDANCE WITH THE DUTIES OF A
 SURVEYOR AND PROFESSIONAL LAND SURVEYOR AS AUTHORIZED
 BY THE U.S. DEPARTMENT OF THE INTERIOR.

Steve C. Kumbel
 STEVE C. KUMBEL, LS
 LAND SURVEYOR AND PROFESSIONAL LAND SURVEYOR #21113
 EXP. 06/16/2019

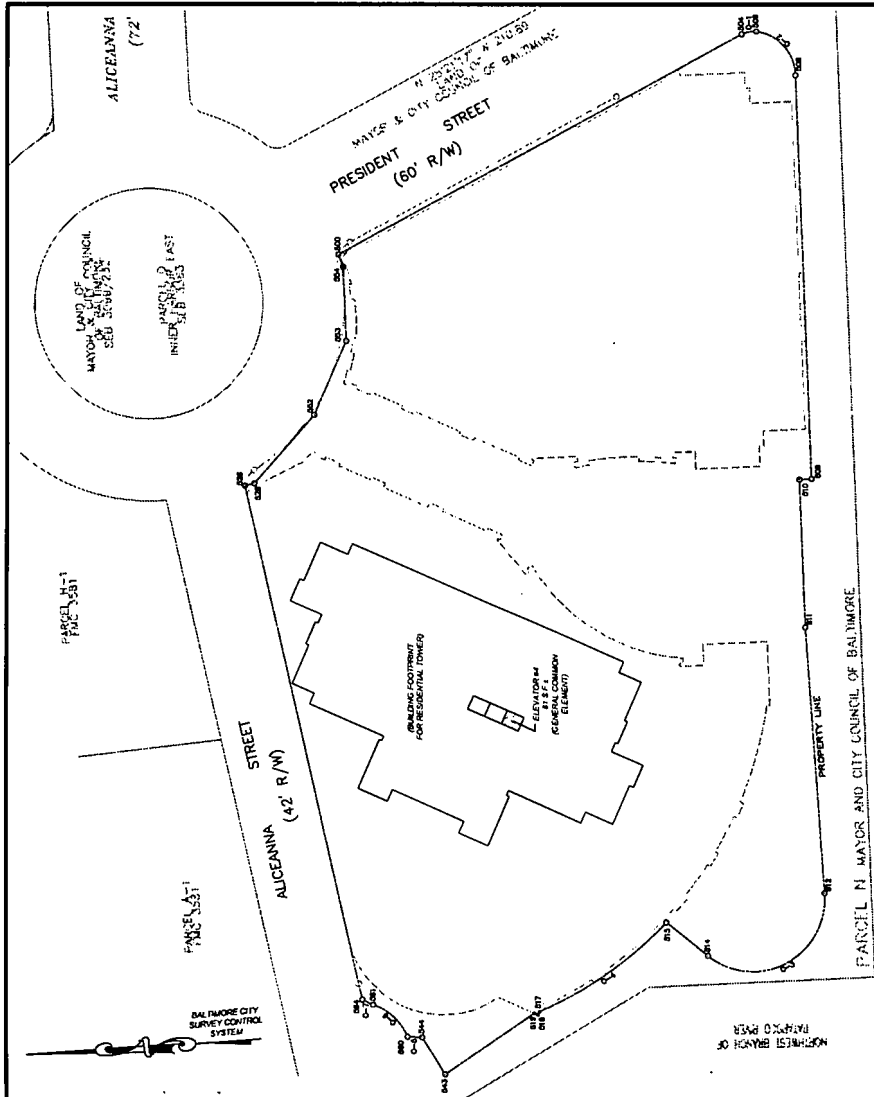
[illegible][illegible][illegible][illegible]

PROPERTY CURVE TABLE									
TEMP. °F.	PAWMA	LAKE	WINDS	CHANN	W. OF R.	PERCENT			
411	1.00	7.0	7.5	1.00	5	20.24			
400	1.00	7.0	7.5	1.00	5	20.24			
390	1.00	7.0	7.5	1.00	5	20.24			
380	1.00	7.0	7.5	1.00	5	20.24			
370	1.00	7.0	7.5	1.00	5	20.24			
360	1.00	7.0	7.5	1.00	5	20.24			
350	1.00	7.0	7.5	1.00	5	20.24			
340	1.00	7.0	7.5	1.00	5	20.24			
330	1.00	7.0	7.5	1.00	5	20.24			
320	1.00	7.0	7.5	1.00	5	20.24			
310	1.00	7.0	7.5	1.00	5	20.24			
300	1.00	7.0	7.5	1.00	5	20.24			
290	1.00	7.0	7.5	1.00	5	20.24			
280	1.00	7.0	7.5	1.00	5	20.24			
270	1.00	7.0	7.5	1.00	5	20.24			
260	1.00	7.0	7.5	1.00	5	20.24			
250	1.00	7.0	7.5	1.00	5	20.24			
240	1.00	7.0	7.5	1.00	5	20.24			
230	1.00	7.0	7.5	1.00	5	20.24			
220	1.00	7.0	7.5	1.00	5	20.24			
210	1.00	7.0	7.5	1.00	5	20.24			
200	1.00	7.0	7.5	1.00	5	20.24			
190	1.00	7.0	7.5	1.00	5	20.24			
180	1.00	7.0	7.5	1.00	5	20.24			
170	1.00	7.0	7.5	1.00	5	20.24			
160	1.00	7.0	7.5	1.00	5	20.24			
150	1.00	7.0	7.5	1.00	5	20.24			
140	1.00	7.0	7.5	1.00	5	20.24			
130	1.00	7.0	7.5	1.00	5	20.24			
120	1.00	7.0	7.5	1.00	5	20.24			
110	1.00	7.0	7.5	1.00	5	20.24			
100	1.00	7.0	7.5	1.00	5	20.24			
90	1.00	7.0	7.5	1.00	5	20.24			
80	1.00	7.0	7.5	1.00	5	20.24			
70	1.00	7.0	7.5	1.00	5	20.24			
60	1.00	7.0	7.5	1.00	5	20.24			
50	1.00	7.0	7.5	1.00	5	20.24			
40	1.00	7.0	7.5	1.00	5	20.24			
30	1.00	7.0	7.5	1.00	5	20.24			
20	1.00	7.0	7.5	1.00	5	20.24			
10	1.00	7.0	7.5	1.00	5	20.24			
0	1.00	7.0	7.5	1.00	5	20.24			

5.7	2434.5143	365.6463
5.8	2435.7722	366.1587
5.9	2437.0977	366.6925
6.1	2438.6625	367.4121
6.2	2440.2793	368.2372

260	588,354	588,354
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348	588,354	588,354
349	588,354	588,354
350	588,354	588,354
351	588,354	588,354
352	588,354	588,354
353	588,354	588,354
354	588,354	588,354
355	588,354	588,354
356	588,354	588,354
357	58	

OVERNIGHT 2018 MCLAREN ENTREPRENEUR GROUP



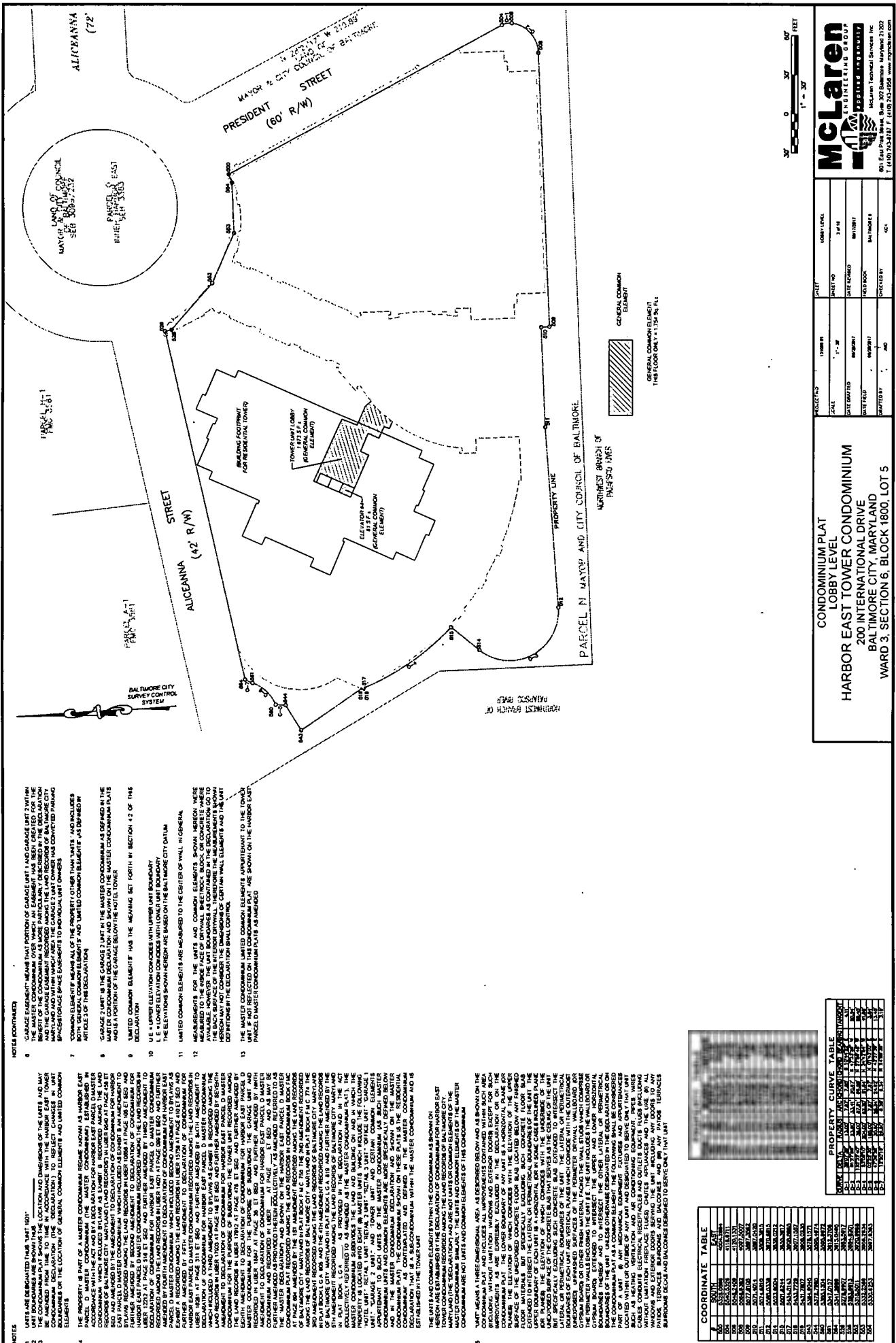
- [illegible]

[illegible][illegible][illegible][illegible]

CONDOMINIUM PLAT
ELEVATOR #4 LEVELS P1-P5 & LEVELS 2-18
HARBOR EAST TOWER CONDOMINIUM
200 INTERNATIONAL DRIVE
BALTIMORE CITY, MARYLAND
WARD 3, SECTION 6, BLOCK 1800, LOT 5

PAVING NO.	13086 B1	SHEET	ELEVATION #4
FACE	1" x 2"	SHEET NO.	2 of 18
SPITE GRASS	REPRESENT	DATE EXAMINED	SEPTEMBER 17
DATE FIELD	REPRESENT	FIELD BOOK	BALTIMORE 1
SHAFTED BY	NO	CHECKED BY	ACE

McLaren
ENGINEERING GROUP
applied ingenuity
McLaren Technical Services Inc.
21 Earl Pratt Street, Suite 302 Baltimore Maryland 21207
(410) 243-8787 F (410) 243-4556 www.mrgmclaren.com





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McLaren Technical Services Inc.
801 East Pratt Street, Suite 307, Dundas, Maryland 21002
T 410/241-4287 F 410/241-4954 www.mclareninc.com

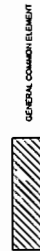
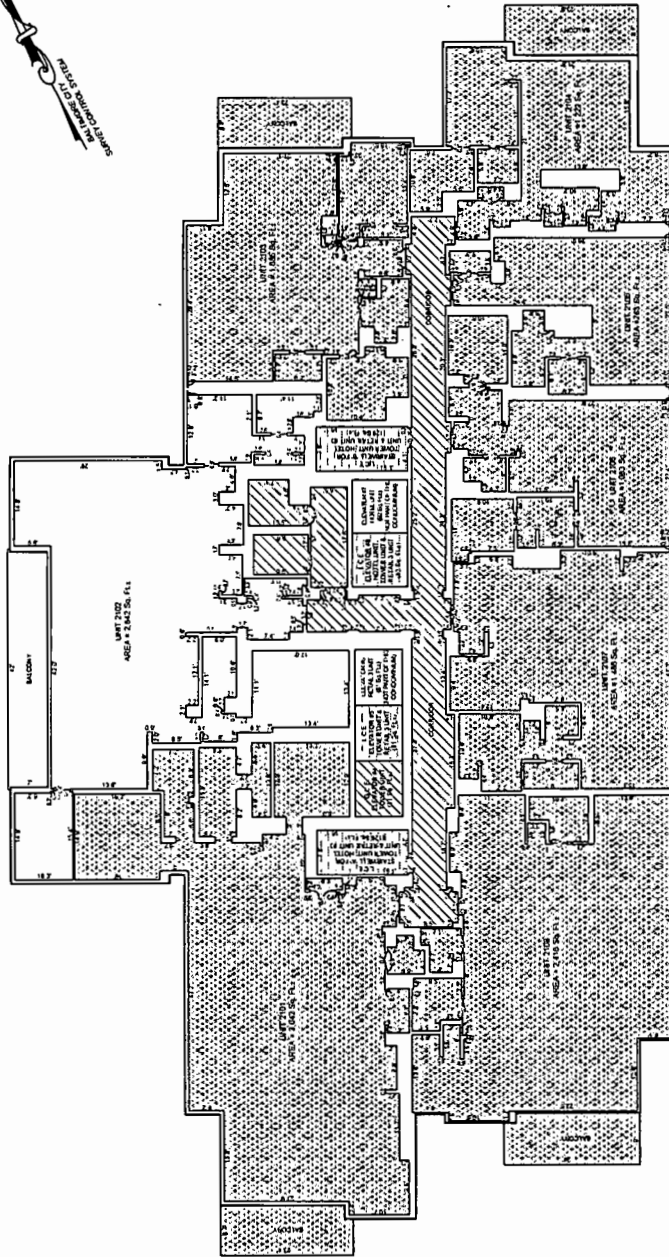
PROJECT NO.	13088 IN	SHEET	PA DAMAGE STATEMENT
SCALE	1" = 30'	SHEET NO.	4 of 8
DATE DRAWN/ED	8/6/2017	DATE REQUIRED	8/6/2017
DATE FIELD	8/6/2017	FIELD BOOK	BALTIMORE 6
DRAWN BY	JMO	CHECKED BY	JCL

CONDOMINIUM PLAT
LEVEL P-4 GARAGE EASEMENT
HARBOR EAST TOWER CONDOMINIUM
200 INTERNATIONAL DRIVE
BALTIMORE CITY, MARYLAND
WARD 3, SECTION 6, BLOCK 1800, LOT 5

CURVE DATA	MOISTURE	AIR	PERCENT	PERCENT	PERCENT	PERCENT
0-1	2.00	2.00	2.00	2.00	2.00	2.00
0-2	2.00	2.00	2.00	2.00	2.00	2.00
0-3	2.00	2.00	2.00	2.00	2.00	2.00
0-4	2.00	2.00	2.00	2.00	2.00	2.00
0-5	2.00	2.00	2.00	2.00	2.00	2.00
0-6	2.00	2.00	2.00	2.00	2.00	2.00
0-7	2.00	2.00	2.00	2.00	2.00	2.00
0-8	2.00	2.00	2.00	2.00	2.00	2.00
0-9	2.00	2.00	2.00	2.00	2.00	2.00
0-10	2.00	2.00	2.00	2.00	2.00	2.00
0-11	2.00	2.00	2.00	2.00	2.00	2.00
0-12	2.00	2.00	2.00	2.00	2.00	2.00
0-13	2.00	2.00	2.00	2.00	2.00	2.00
0-14	2.00	2.00	2.00	2.00	2.00	2.00
0-15	2.00	2.00	2.00	2.00	2.00	2.00
0-16	2.00	2.00	2.00	2.00	2.00	2.00
0-17	2.00	2.00	2.00	2.00	2.00	2.00
0-18	2.00	2.00	2.00	2.00	2.00	2.00
0-19	2.00	2.00	2.00	2.00	2.00	2.00
0-20	2.00	2.00	2.00	2.00	2.00	2.00
0-21	2.00	2.00	2.00	2.00	2.00	2.00
0-22	2.00	2.00	2.00	2.00	2.00	2.00
0-23	2.00	2.00	2.00	2.00	2.00	2.00
0-24	2.00	2.00	2.00	2.00	2.00	2.00
0-25	2.00	2.00	2.00	2.00	2.00	2.00
0-26	2.00	2.00	2.00	2.00	2.00	2.00
0-27	2.00	2.00	2.00	2.00	2.00	2.00
0-28	2.00	2.00	2.00	2.00	2.00	2.00
0-29	2.00	2.00	2.00	2.00	2.00	2.00
0-30	2.00	2.00	2.00	2.00	2.00	2.00
0-31	2.00	2.00	2.00	2.00	2.00	2.00
0-32	2.00	2.00	2.00	2.00	2.00	2.00
0-33	2.00	2.00	2.00	2.00	2.00	2.00
0-34	2.00	2.00	2.00	2.00	2.00	2.00
0-35	2.00	2.00	2.00	2.00	2.00	2.00
0-36	2.00	2.00	2.00	2.00	2.00	2.00
0-37	2.00	2.00	2.00	2.00	2.00	2.00
0-38	2.00	2.00	2.00	2.00	2.00	2.00
0-39	2.00	2.00	2.00	2.00	2.00	2.00
0-40	2.00	2.00	2.00	2.00	2.00	2.00
0-41	2.00	2.00	2.00	2.00	2.00	2.00
0-42	2.00	2.00	2.00	2.00	2.00	2.00
0-43	2.00	2.00	2.00	2.00	2.00	2.00
0-44	2.00	2.00	2.00	2.00	2.00	2.00
0-45	2.00	2.00	2.00	2.00	2.00	2.00
0-46	2.00	2.00	2.00	2.00	2.00	2.00
0-47	2.00	2.00	2.00	2.00	2.00	2.00
0-48	2.00	2.00	2.00	2.00	2.00	2.00
0-49	2.00	2.00	2.00	2.00	2.00	2.00
0-50	2.00	2.00	2.00	2.00	2.00	2.00
0-51	2.00	2.00	2.00	2.00	2.00	2.00
0-52	2.00	2.00	2.00	2.00	2.00	2.00
0-53	2.00	2.00	2.00	2.00	2.00	2.00
0-54	2.00	2.00	2.00	2.00	2.00	2.00
0-55	2.00	2.00	2.00	2.00	2.00	2.00
0-56	2.00	2.00	2.00	2.00	2.00	2.00
0-57	2.00	2.00	2.00	2.00	2.00	2.00
0-58	2.00	2.00	2.00	2.00	2.00	2.00
0-59	2.00	2.00	2.00	2.00	2.00	2.00
0-60	2.00	2.00	2.00	2.00	2.00	2.00
0-61	2.00	2.00	2.00	2.00	2.00	2.00
0-62	2.00	2.00	2.00	2.00	2.00	2.00
0-63	2.00	2.00	2.00	2.00	2.00	2.00
0-64	2.00	2.00	2.00	2.00	2.00	2.00
0-65	2.00	2.00	2.00	2.00	2.00	2.00
0-66	2.00	2.00	2.00	2.00	2.00	2.00
0-67	2.00	2.00	2.00	2.00	2.00	2.00
0-68	2.00	2.00	2.00	2.00	2.00	2.00
0-69	2.00	2.00	2.00	2.00	2.00	2.00
0-70	2.00	2.00	2.00	2.00	2.00	2.00
0-71	2.00	2.00	2.00	2.00	2.00	2.00
0-72	2.00	2.00	2.00	2.00	2.00	2.00
0-73	2.00	2.00	2.00	2.00	2.00	2.00
0-74	2.00	2.00	2.00	2.00	2.00	2.00
0-75	2.00	2.00	2.00	2.00	2.00	2.00
0-76	2.00	2.00	2.00	2.00	2.00	2.00
0-77	2.00	2.00	2.00	2.00	2.00	2.00
0-78	2.00	2.00	2.00	2.00	2.00	2.00
0-79	2.00	2.00	2.00	2.00	2.00	2.00
0-80	2.00	2.00	2.00	2.00	2.00	2.00
0-81	2.00	2.00	2.00	2.00	2.00	2.00
0-82	2.00	2.00	2.00	2.00	2.00	2.00
0-83	2.00	2.00	2.00	2.00	2.00	2.00
0-84	2.00	2.00	2.00	2.00	2.00	2.00
0-85	2.00	2.00	2.00	2.00	2.00	2.00
0-86	2.00	2.00	2.00	2.00	2.00	2.00
0-87	2.00	2.00	2.00	2.00	2.00	2.00
0-88	2.00	2.00	2.00	2.00	2.00	2.00
0-89	2.00	2.00	2.00	2.00	2.00	2.00
0-90	2.00	2.00	2.00	2.00	2.00	2.00
0-91	2.00	2.00	2.00	2.00	2.00	2.00
0-92	2.00	2.00	2.00	2.00	2.00	2.00
0-93	2.00	2.00	2.00	2.00	2.00	2.00
0-94	2.00	2.00	2.00	2.00	2.00	2.00
0-95	2.00	2.00	2.00	2.00	2.00	2.00
0-96	2.00	2.00	2.00	2.00	2.00	2.00
0-97	2.00	2.00	2.00	2.00	2.00	2.00
0-98	2.00	2.00	2.00	2.00	2.00	2.00
0-99	2.00	2.00	2.00	2.00	2.00	2.00
0-100	2.00	2.00	2.00	2.00	2.00	2.00

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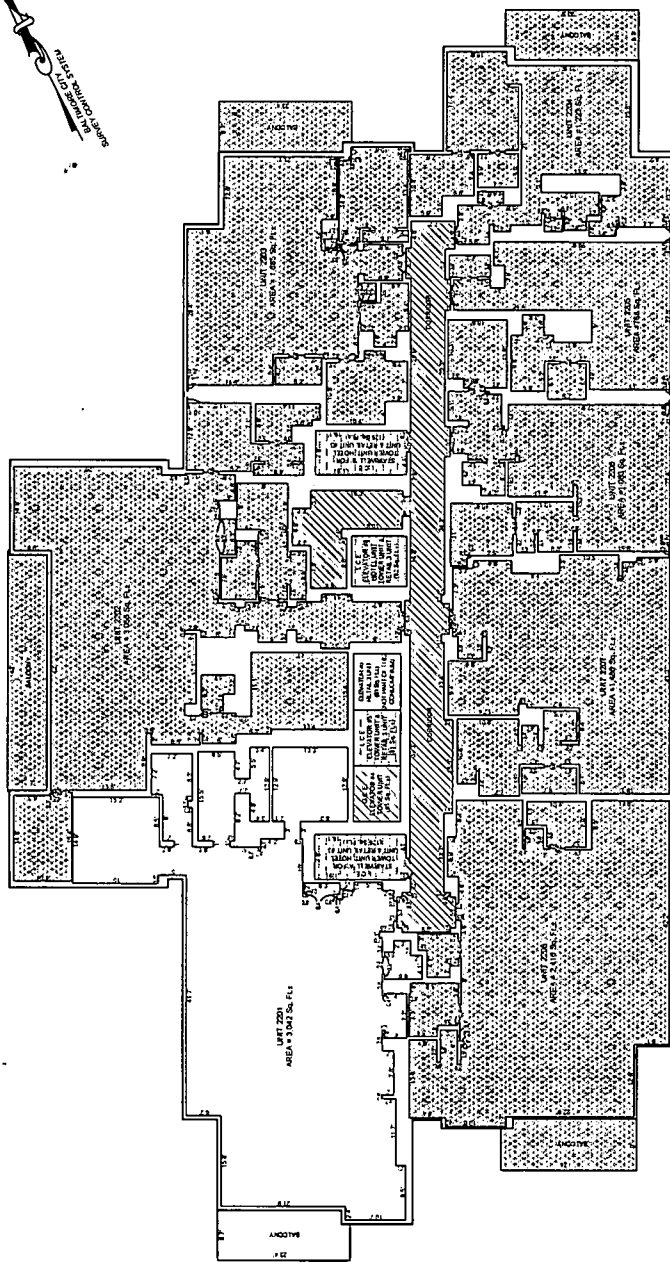




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CONDOMINIUM PLAT 21st LEVEL LAYOUT			
PAGE 1 OF 2	11/08/18	SHEET NO.	21st LEVEL
SCALE	1" = 1'-0"	SHEET NO.	7-1-13
DRAWN BY	06/09/17	DATE CHECKED	08/17/17
CHECKED BY	06/09/17	FIELD NO.	BAI-MONTELE
PROJECT #	180	COLLECTOR #	N/A

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GENERAL COMMON ELEMENT

2

CONDOMINIUM
22nd FLOOR

WEST TOWER

200 INTERVIEW
BALTIMORE CITY

U.S. SECTION 8, b

Call (410) 243-8787 F (410) 243-4558 www.magnesian.com

CONDOMINIUM PLAT
22nd Level LAYOUT

HARBOR EAST TOWER CONDOMINIUM
200 INTERNATIONAL DRIVE
BALTIMORE CITY, MARYLAND
WARD 3, SECTION 6, BLOCK 1800, LOT 5

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NOTES

1. UNITS ARE DESIGNATED AS "UNIT 101".
2. UNIT BOUNDARIES ARE SHOWN HERE.
3. THE CONDOMINIUM PLAT SHOWS THE LOCATION AND DIMENSIONS OF THE UNITS, AND MAY BE AMENDED FROM TIME TO TIME IN ACCORDANCE WITH THE HARBOR EAST TOWER CONDOMINIUM DECLARATION (THE "DECLARATION") TO REFLECT CHANGES IN UNIT BOUNDARIES OR THE LOCATION OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
4. THE PROPERTY IS PART OF A MASTER CONDOMINIUM REGIME KNOWN AS HARBOR EAST PARCEL D MASTER CONDOMINIUM (THE "MASTER CONDOMINIUM") ESTABLISHED IN ACCORDANCE WITH THE ACT AND BY A DECLARATION FOR HARBOR EAST PARCEL D MASTER CONDOMINIUM, WHICH INCLUDED BYLAWS AS EXHIBIT B, RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY, MARYLAND (PLAT RECORDS) IN LIBER 9846 AT PAGE 458 ET SEQ. AND AMENDED BY THE AMENDMENT TO DECLARATION OF CONDOMINIUM FOR HARBOR EAST PARCEL D MASTER CONDOMINIUM, WHICH INCLUDED AS EXHIBIT B AN AMENDMENT TO BYLAWS, RECORDED AMONG THE LAND RECORDS IN LIBER 10050 AT PAGE 105 ET SEQ. AND FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR HARBOR EAST PARCEL D MASTER CONDOMINIUM RECORDED AMONG THE LAND RECORDS IN LIBER 12712 AT PAGE 518 ET SEQ. AND FURTHER AMENDED BY THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR HARBOR EAST PARCEL D MASTER CONDOMINIUM RECORDED AMONG THE LAND RECORDS IN LIBER 14021 AT PAGE 088 ET SEQ. AND FURTHER AMENDED BY FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR HARBOR EAST PARCEL D MASTER CONDOMINIUM, WHICH INCLUDED SECOND AMENDMENT TO BYLAWS AS EXHIBIT A RECORDED AMONG THE LAND RECORDS IN LIBER 15784 AT PAGE 410 ET SEQ. AND FURTHER AMENDED BY FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR HARBOR EAST PARCEL D MASTER CONDOMINIUM RECORDED AMONG THE LAND RECORDS IN LIBER 16281 AT PAGE 311 ET SEQ. AND FURTHER AMENDED BY SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR HARBOR EAST PARCEL D MASTER CONDOMINIUM, WHICH INCLUDED A THIRD AMENDMENT TO BYLAWS AS EXHIBIT B RECORDED AMONG THE LAND RECORDS IN LIBER 17023 AT PAGE 146 ET SEQ. AND FURTHER AMENDED BY SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR HARBOR EAST PARCEL D MASTER CONDOMINIUM FOR THE PURPOSE OF SUBDIVIDING THE TOWER UNIT RECORDED AMONG THE LAND RECORDS IN LIBER 17917 AT PAGE 476 ET SEQ. AND FURTHER AMENDED BY EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR HARBOR EAST PARCEL D MASTER CONDOMINIUM FOR THE PURPOSE OF SUBDIVIDING THE GARAGE UNIT AND RECORDED IN LIBER 18847 AT PAGE 55 ET SEQ. AND FURTHER AMENDED BY NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR HARBOR EAST PARCEL D MASTER CONDOMINIUM AND RECORDED IN LIBER 19425 AT PAGE 0273 ET SEQ. AND AS MAY BE FURTHER AMENDED AS PROVIDED HEREIN, AS AMENDED REFERRED TO AS THE "MASTER DECLARATION" AND SHOWN ON THE HARBOR EAST PARCEL D MASTER CONDOMINIUM PLAT RECORDED AMONG THE LAND RECORDS IN CONDOMINIUM BOOK TWO AT PAGE 804, AMENDED BY THE 1ST AMENDMENT RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY, MARYLAND IN PLAT BOOK F M C 758, THE 2ND AMENDMENT RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY, MARYLAND IN PLAT BOOK F M C 774, THE 3RD AMENDMENT RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY, MARYLAND IN PLAT BOOK L O A 105, AND THE 4TH AMENDMENT RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY, MARYLAND IN PLAT BOOK L O A 819, AND FURTHER AMENDED BY THE 5TH AMENDMENT RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY, MARYLAND IN PLAT BOOK L O A 104. AS PROVIDED IN THE DECLARATION AND IN THE ACT (COLLECTIVELY REFERRED TO AS AMENDED AS THE "MASTER CONDOMINIUM PLAT"), THE MASTER CONDOMINIUM SUBDIVIDES THE LAND AND BUILDING ON AND IN WHICH THE PROPERTY IS LOCATED INTO EIGHT (8) MASTER UNITS, WHICH INCLUDE THE FOLLOWING: "HOTEL UNIT," "RETAIL 1 UNIT," "RETAIL 2 UNIT," "RETAIL 3 UNIT," "OFFICE UNIT," "GARAGE 1 UNIT," "GARAGE 2 UNIT," AND "TOWER UNIT," AND CERTAIN COMMON ELEMENTS APPURTENANT TO SUCH UNITS OF THE MASTER CONDOMINIUM (AS SUCH MASTER CONDOMINIUM UNITS AND COMMON ELEMENTS ARE MORE SPECIFICALLY DEFINED BELOW AND IN THE MASTER CONDOMINIUM DECLARATION AND SHOWN ON THE MASTER CONDOMINIUM PLAT). THE CONDOMINIUM SHOWN ON THESE PLATS IS THE "RESIDENTIAL CONDOMINIUM" AS CONTINGENT AND DEFINED IN THE MASTER CONDOMINIUM DECLARATION THAT IS A SUB-CONDOMINIUM WITHIN THE MASTER CONDOMINIUM AND IS ESTABLISHED IN THE TOWER UNIT.

THE UNITS AND COMMON ELEMENTS WITHIN THE CONDOMINIUM AS SHOWN ON HEREON ARE ESTABLISHED BY THE DECLARATION OF CONDOMINIUM FOR HARBOR EAST TOWER CONDOMINIUM RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY, MARYLAND (THE "DECLARATION") AND ARE NOT UNITS OR COMMON ELEMENTS OF THE MASTER CONDOMINIUM. SIMILARLY, THE UNITS AND COMMON ELEMENTS OF THE MASTER CONDOMINIUM ARE NOT UNITS AND COMMON ELEMENTS OF THIS CONDOMINIUM.

5. "UNIT" MEANS A THREE-DIMENSIONAL AREA, AS DESCRIBED BELOW AND AS SHOWN ON THE CONDOMINIUM PLAT, AND INCLUDES ALL IMPROVEMENTS CONTAINED WITHIN SUCH AREA INCLUDING, WITHOUT LIMITATION, WINDOWS AND EXTERIOR DOORS EXCEPT FOR SUCH IMPROVEMENTS AS ARE EXPRESSLY EXCLUDED IN THE DECLARATION OR ON THE CONDOMINIUM PLAT. THE LOWER BOUNDARY OF ANY UNIT IS A HORIZONTAL PLANE (OR PLANES), THE ELEVATION OF WHICH COINCIDES WITH THE ELEVATION OF THE UPPER SURFACE OF THE UNPAVED CONCRETE FLOOR SLAB LOCATED BELOW ANY FINISHED FLOOR MATERIALS, BUT SPECIFICALLY EXCLUDING SUCH CONCRETE FLOOR SLAB, EXTENDED TO INTERSECT THE LATERAL OR PERIMETRICAL BOUNDARIES OF THE UNIT. THE UPPER BOUNDARY OF EACH UNIT IS A HORIZONTAL OR IN SOME CASES INCLINED PLANE (OR PLANES), THE ELEVATION OF WHICH COINCIDES WITH THE UNDERSIDE OF THE UNPAVED SURFACE OF THE CONCRETE SLAB THAT SERVES AS THE CEILING OF THE UNIT, BUT SPECIFICALLY EXCLUDING SUCH CONCRETE SLAB, EXTENDED TO INTERSECT THE LATERAL OR PERIMETRICAL BOUNDARIES OF THE UNIT. THE LATERAL OR PERIMETRICAL BOUNDARIES OF EACH UNIT ARE UNPAVED SURFACES OF THE PERIMETER DRYWALL WALLBOARD (OR GYPSUM BOARD) OR OTHER FINISH MATERIAL FACING THE WALL STUDS WHICH COMPOSE THE PERIMETER WALLS ENCLOSED BY THE UNIT (B.E. THE UNIT INCLUDES THE WALLBOARD OR GYPSUM BOARD, EXTENDED TO INTERSECT THE UPPER AND LOWER HORIZONTAL BOUNDARIES THEREOF AND TO LATERAL OR PERIMETRICAL BOUNDARIES OF THE UNIT, UNLESS OTHERWISE DESIGNATED IN THE DECLARATION OR ON THE CONDOMINIUM PLAT, AS A COMMON ELEMENT). THE FOLLOWING SHALL BE CONSIDERED PART OF A UNIT: (i) ANY MECHANICAL EQUIPMENT, FIXTURES AND APPURTENANCES LOCATED WITHIN OR OUTSIDE OF ANY UNIT AND DESIGNATED TO SERVE ONLY THAT UNIT, SUCH AS HEATING, VENTILATION, AND AIR CONDITIONING EQUIPMENT, PIPES, VENTS, CABLES, CONDUITS, ELECTRICAL RECEPTACLES AND OUTLETS, DUCTS, FLUES INCLUDING, WITHOUT LIMITATION, FIRECHIMNEY, ARE FLUES, CHIMNEY APPLIANCES AND THE LIKE, (ii) ALL WINDOWS AND EXTERIOR DOORS SERVING THE UNIT, INCLUDING ANY DOORS TO ANY PATIOS, TERRACES, SUNROOMS AND BALCONIES, AND (iii) ANY PATIOS, TERRACES, SUNROOMS, DECKS AND BALCONIES DESIGNED TO SERVE ONLY THAT UNIT.

NOTES (CONTINUED)

6. "GARAGE EASEMENT" MEANS THAT PORTION OF GARAGE UNIT 1 AND GARAGE UNIT 2 WITHIN THE MASTER CONDOMINIUM OVER WHICH AN EASEMENT HAS BEEN CREATED FOR THE BENEFIT OF THE CONDOMINIUM AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION AND THE GARAGE EASEMENT RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY, MARYLAND AND WITHIN WHICH AREA THE GARAGE 2 UNIT OWNER HAS CONVEYED PARKING SPACE/STORAGE SPACE EASEMENTS TO INDIVIDUAL UNIT OWNERS.
7. "COMMON ELEMENT" MEANS ALL OF THE PROPERTY OTHER THAN "UNITS," AND INCLUDES BOTH "GENERAL COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" (AS DEFINED IN ARTICLE 3 OF THIS DECLARATION).
8. "GARAGE 2 UNIT" IS THE GARAGE 2 UNIT IN THE MASTER CONDOMINIUM AS DEFINED IN THE MASTER CONDOMINIUM DECLARATION AND SHOWN ON THE MASTER CONDOMINIUM PLATS AND IS A PORTION OF THE GARAGE BELOW THE HOTEL TOWER.
9. "LIMITED COMMON ELEMENTS" HAS THE MEANING SET FORTH IN SECTION 4.2 OF THIS DECLARATION.
10. U.E. = UPPER ELEVATION COINCIDES WITH UPPER UNIT BOUNDARY.
L.E. = LOWER ELEVATION COINCIDES WITH LOWER UNIT BOUNDARY.
THE ELEVATIONS SHOWN HEREON ARE BASED ON THE BALTIMORE CITY DATUM.
11. LIMITED COMMON ELEMENTS ARE MEASURED TO THE CENTER OF WALL, IN GENERAL.
12. MEASUREMENTS FOR THE UNITS AND COMMON ELEMENTS SHOWN HEREON WERE MEASURED TO THE INSIDE FACE OF DRYWALL SHEETROCK BLOCK OR CONCRETE WHERE AVAILABLE, HOWEVER, THE UNIT BOUNDARIES AS CONTAINED IN THE DECLARATION GO TO THE BACK SURFACE OF THE INTERIOR DRYWALL, THEREFORE THE MEASUREMENTS SHOWN HEREON MAY NOT CONSIDER THE THICKNESS OF CERTAIN WALL ELEMENTS AND THE UNIT DEFINITIONS IN THE DECLARATION SHALL CONTROL.
13. THE MASTER CONDOMINIUM LIMITED COMMON ELEMENTS APPURTENANT TO THE TOWER UNIT, IF NOT REFLECTED ON THIS CONDOMINIUM PLAT, ARE SHOWN ON THE HARBOR EAST PARCEL D MASTER CONDOMINIUM PLATS, AS AMENDED.

GENERAL COMMON ELEMENT

GENERAL COMMON ELEMENT
THIS FLOOR ONLY + 81 Sq. Ft.

LIMITED COMMON ELEMENTS
OF THE MASTER CONDOMINIUM

LIMITED COMMON ELEMENT (L.C.E.)
THIS FLOOR ONLY + 425 Sq. Ft.

EXPANSION PROPERTY
(NOT PART OF THIS CONDOMINIUM)

ELEVATION OF 23rd LEVEL (22nd FLOOR) = 247.25'
(PER ARCHITECTURAL PLANS
RECORDED IN 846)

10' 0' 10' 20' FEET
1" = 10'

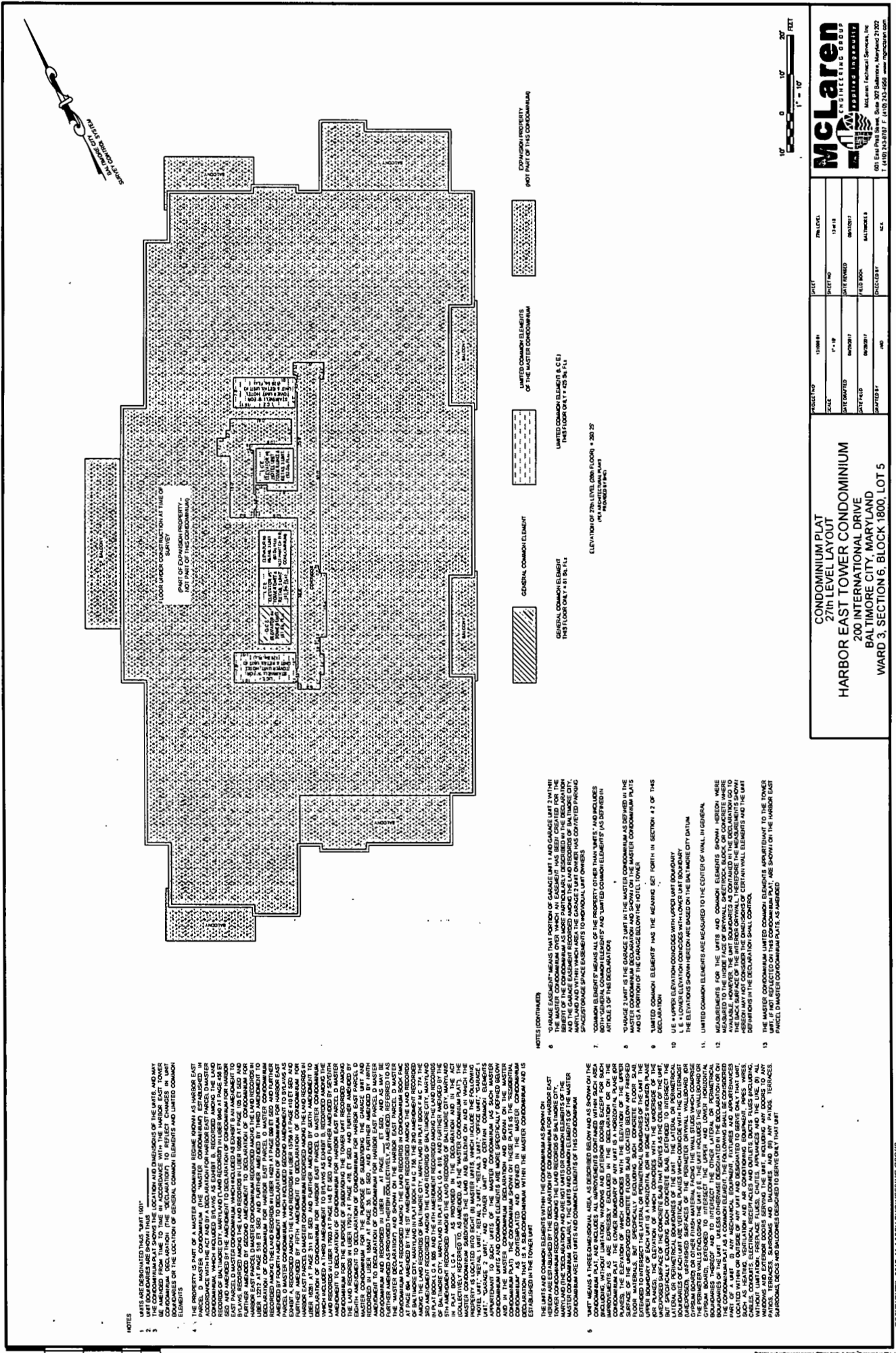
CONDOMINIUM PLAT
23rd LEVEL LAYOUT
HARBOR EAST TOWER CONDOMINIUM
200 INTERNATIONAL DRIVE
BALTIMORE CITY, MARYLAND
WARD 3, SECTION 6, BLOCK 1800, LOT 5

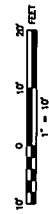
PROJECT NO. 131000-01
SCALE 1" = 10'
DATE DRAFTED 06/20/2017
DATE FIELD 06/20/2017
DRAFTED BY JMD

SHEET 23rd LEVEL
SHEET NO. 9 of 10
DATE REVISION 06/27/2017
FIELD BOOK BALTIMORE 8
CHECKED BY ACA

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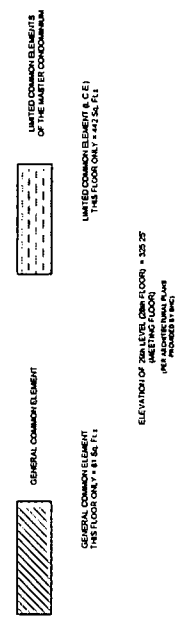






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CONDOMINIUM PLAT
29th LEVEL LAYOUT

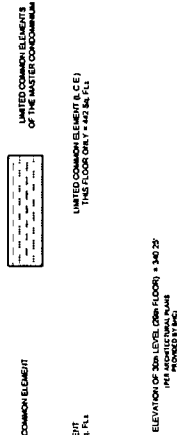
HARBOR EAST TOWER CONDOMINIUM
200 INTERNATIONAL DRIVE
BALTIMORE CITY, MARYLAND
WARD 3, SECTION 6, BLOCK 1800, LOT 5

[illegible]

NOTES (CONTINUED)

[illegible][illegible]

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[illegible]

CONDOMINIUM PLAT 30th LEVEL LAYOUT		PROJECT NO	13188 R	PLAN	30th FLOOR
DATE	1-1-98	SHEET NO	14-14		
DATE DRAWN	8/8/97	DATE RE-DES	8/8/1997		
DATE DES	8/8/97	FIELD BOOK	8/8/1997		
DATE DWT	8/8/97	CHECKED BY	14-1		

HARBOR EAST TOWER CONDOMINIUM

200 INTERNATIONAL DRIVE BALTIMORE CITY, MARYLAND

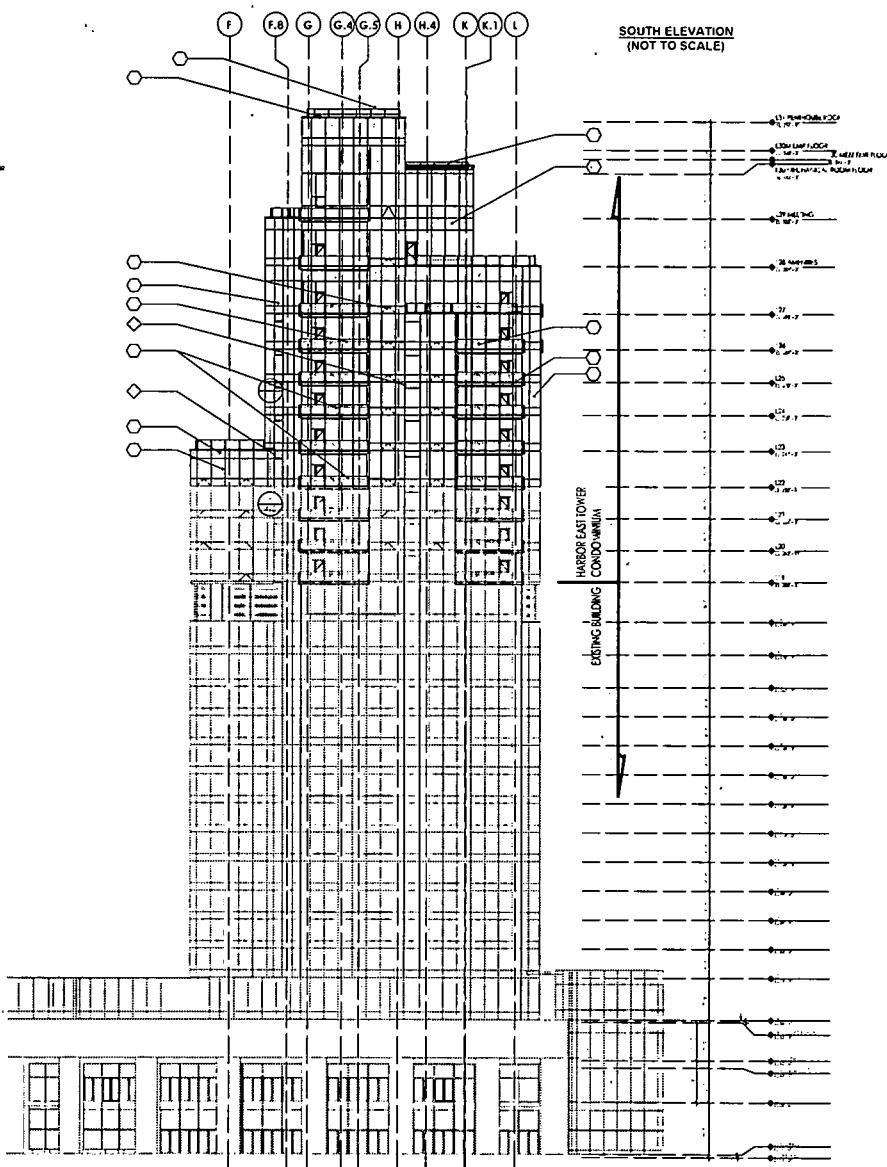
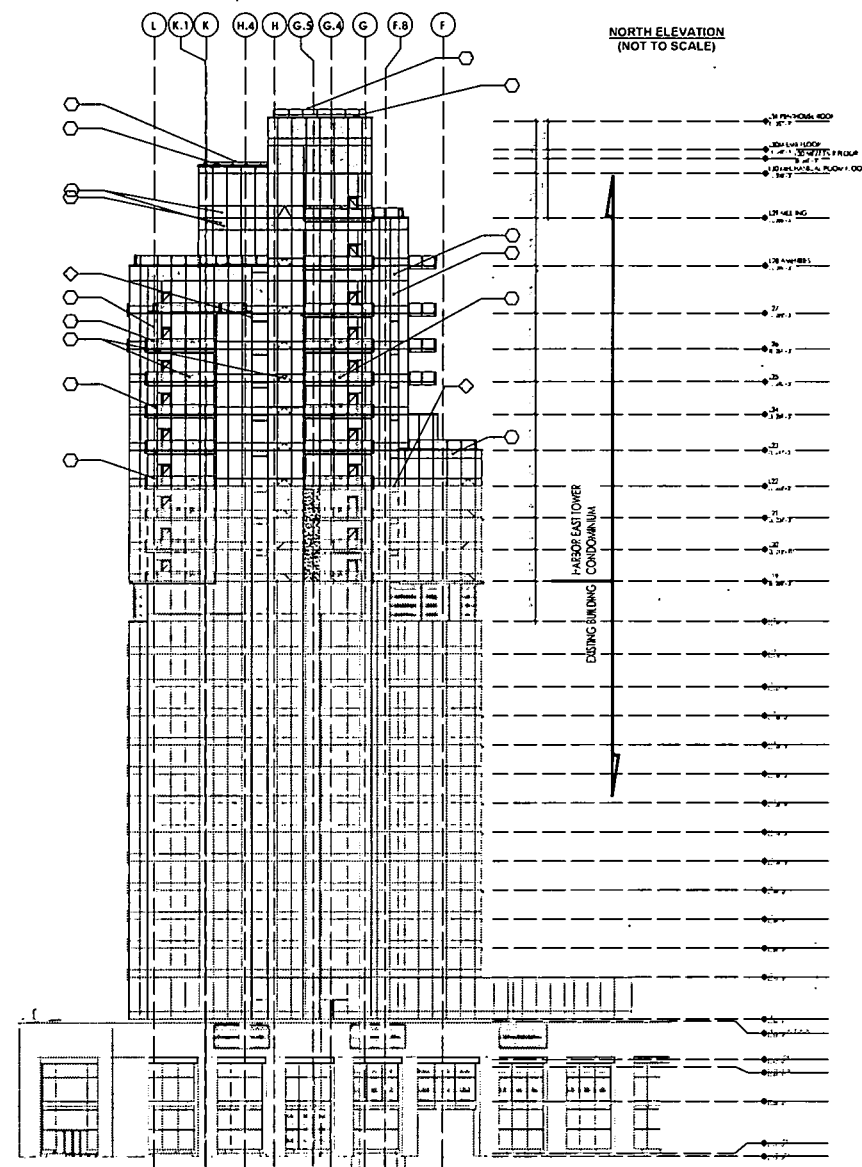
WARD 3, SECTION 6, BLOCK 1800, LOT 5



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GENERAL NOTES:

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE BALTIMORE CITY DATUM AND WERE TAKEN FROM ARCHITECTURAL PLANS PROVIDED BY BNC ARCHITECTS. BALTIMORE OFFICE. A FIELD RUN SURVEY OF FLOOR ELEVATIONS WAS NOT PERFORMED BY MCLAREN ENGINEERING GROUP.
2. THE ELEVATION VIEWS OF THIS BUILDING ARE MEANT ONLY AS AN ARCHITECTURAL REPRESENTATION AND DO NOT NECESSARILY REFLECT THE ACTUAL APPEARANCE OF THE BUILDING. THE PURPOSE OF THE ELEVATION VIEWS IS TO ESTABLISH VERTICAL UNITS OF FLOOR LEVELS AND CONDOMINIUM UNITS. THE MEASUREMENTS SHOWN HEREON MAY NOT CONSIDER THE DIMENSIONS OF CERTAIN WALL ELEMENTS AND THE UNIT DEFINITIONS IN THE DECLARATION SHALL CONTROL.

CONDOMINIUM PLAT
ELEVATION VIEWS
HARBOR EAST TOWER CONDOMINIUM
200 INTERNATIONAL DRIVE
BALTIMORE CITY, MARYLAND
WARD 3, SECTION 6, BLOCK 1800, LOT 5

PROJECT NO.	131888-BY	SHEET	ELEVATION VIEWS
SCALE	NOT TO SCALE	SHEET NO.	18 OF 18
DATE DRAFTED	08/29/2017	DATE REVIEWED	08/29/2017
DATE FIELD	08/29/2017	FIELD BOOK	BALTIMORE 8
DRAFTED BY	JMO	CHECKED BY	ACE

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Exhibit D**Phase 1 Par Value, Percentage Interest, Votes and Alternate Allocation**

Unit Number	Par Value	Percentage Interest	Vote	Residential Alternative Expense Allocation Par Value	Residential Alternative Expense Allocation Percentage
2102	2.273	28.3134%	28.3134	2.258	27.8766%
2201	2.381	29.6586%	29.6586	2.456	30.3210%
2401	1.687	21.0140%	21.0140	1.693	20.9012%
2501	1.687	21.0140%	21.0140	1.693	20.9012%
	8.028	100%	100	8.100	100%

**Expansion Par Value, Percentage Interest, Votes and Residential Alternative
Expense Allocation (46 Units)**

Unit Number	Par Value	Percentage Interest	Vote	Residential Alternative Expense Allocation Par Value	Residential Alternative Expense Allocation Percentage
2101	2.381	3.088%	3.088	2.456	3.206%
2102	2.273	2.949%	2.949	2.258	2.947%
2103	1.345	1.744%	1.744	1.316	1.718%
2104	1.786	2.317%	2.317	1.801	2.352%
2105	1.143	1.483%	1.483	1.257	1.640%
2106	0.889	1.153%	1.153	0.977	1.275%
2107	0.640	0.831%	0.831	0.704	0.919%
2108	0.995	1.291%	1.291	0.933	1.217%
2201	2.381	3.088%	3.088	2.456	3.206%
2202	2.507	3.251%	3.251	2.514	3.282%
2203	1.345	1.744%	1.744	1.316	1.718%
2204	1.786	2.317%	2.317	1.801	2.352%
2205	1.143	1.483%	1.483	1.257	1.640%
2206	0.889	1.153%	1.153	0.977	1.275%
2207	0.640	0.831%	0.831	0.704	0.919%
2208	0.995	1.291%	1.291	0.933	1.217%
2301	1.687	2.188%	2.188	1.693	2.210%
2302	3.075	3.988%	3.988	2.430	3.172%
2303	1.345	1.744%	1.744	1.316	1.718%
2304	1.786	2.317%	2.317	1.801	2.352%
2305	1.143	1.483%	1.483	1.257	1.640%
2306	0.889	1.153%	1.153	0.977	1.275%
2307	0.640	0.831%	0.831	0.704	0.919%
2308	0.995	1.291%	1.291	0.933	1.217%
2401	1.687	2.188%	2.188	1.693	2.210%
2402	2.161	2.803%	2.803	2.068	2.699%
2403	1.345	1.744%	1.744	1.316	1.718%
2404	1.786	2.317%	2.317	1.801	2.352%
2405	1.143	1.483%	1.483	1.257	1.640%
2406	0.889	1.153%	1.153	0.977	1.275%
2407	0.640	0.831%	0.831	0.704	0.919%
2408	0.995	1.291%	1.291	0.933	1.217%
2501	1.687	2.188%	2.188	1.693	2.210%

2502	2.161	2.803%	2.803	2.068	2.699%
2503	1.345	1.744%	1.744	1.316	1.718%
2504	1.786	2.317%	2.317	1.801	2.352%
2505	1.143	1.483%	1.483	1.257	1.640%
2506	0.889	1.153%	1.153	0.977	1.275%
2507	0.640	0.831%	0.831	0.704	0.919%
2508	0.995	1.291%	1.291	0.933	1.217%
2601	2.570	3.334%	3.334	2.556	3.336%
2602	2.655	3.444%	3.444	2.547	3.325%
2603	2.929	3.799%	3.799	2.926	3.820%
2604	2.551	3.309%	3.309	2.512	3.280%
2701	5.409	7.016%	7.016	5.195	6.782%
2702	4.987	6.468%	6.468	4.604	6.010%
	77.091	100.000%	100.000	76.609	100.000%

**Expansion Par Value, Percentage Interest, Votes and Residential Alternative
Expense Allocation (62 Units)**

Unit Number	Par Value	Percentage Interest	Vote	Residential Alternative Expense Allocation Par Value	Residential Alternative Expense Allocation Percentage
1901	2.381	2.381%	2.381	2.456	2.456%
1902	2.273	2.273%	2.273	2.258	2.258%
1903	1.345	1.345%	1.345	1.316	1.316%
1904	1.786	1.786%	1.786	1.801	1.801%
1905	1.143	1.143%	1.143	1.257	1.257%
1906	0.889	0.889%	0.889	0.977	0.977%
1907	0.640	0.640%	0.640	0.704	0.704%
1908	0.995	0.995%	0.995	0.933	0.933%
2001	2.381	2.381%	2.381	2.456	2.456%
2002	2.273	2.273%	2.273	2.258	2.258%
2003	1.345	1.345%	1.345	1.316	1.316%
2004	1.786	1.786%	1.786	1.801	1.801%
2005	1.143	1.143%	1.143	1.257	1.257%
2006	0.889	0.889%	0.889	0.977	0.977%
2007	0.640	0.640%	0.640	0.704	0.704%
2008	0.995	0.995%	0.995	0.933	0.933%
2101	2.381	2.381%	2.381	2.456	2.456%
2102	2.273	2.273%	2.273	2.258	2.258%
2103	1.345	1.345%	1.345	1.316	1.316%
2104	1.786	1.786%	1.786	1.801	1.801%
2105	1.143	1.143%	1.143	1.257	1.257%
2106	0.889	0.889%	0.889	0.977	0.977%
2107	0.640	0.640%	0.640	0.704	0.704%
2108	0.995	0.995%	0.995	0.933	0.933%
2201	2.381	2.381%	2.381	2.456	2.456%
2202	2.507	2.507%	2.507	2.514	2.514%
2203	1.345	1.345%	1.345	1.316	1.316%
2204	1.786	1.786%	1.786	1.801	1.801%
2205	1.143	1.143%	1.143	1.257	1.257%
2206	0.889	0.889%	0.889	0.977	0.977%
2207	0.640	0.640%	0.640	0.704	0.704%
2208	0.995	0.995%	0.995	0.933	0.933%
2301	1.687	1.687%	1.687	1.693	1.693%

2302	3.075	3.075%	3.075	2.430	2.430%
2303	1.345	1.345%	1.345	1.316	1.316%
2304	1.786	1.786%	1.786	1.801	1.801%
2305	1.143	1.143%	1.143	1.257	1.257%
2306	0.889	0.889%	0.889	0.977	0.977%
2307	0.640	0.640%	0.640	0.704	0.704%
2308	0.995	0.995%	0.995	0.933	0.933%
2401	1.687	1.687%	1.687	1.693	1.693%
2402	2.161	2.161%	2.161	2.068	2.068%
2403	1.345	1.345%	1.345	1.316	1.316%
2404	1.786	1.786%	1.786	1.801	1.801%
2405	1.143	1.143%	1.143	1.257	1.257%
2406	0.889	0.889%	0.889	0.977	0.977%
2407	0.640	0.640%	0.640	0.704	0.704%
2408	0.995	0.995%	0.995	0.933	0.933%
2501	1.687	1.687%	1.687	1.693	1.693%
2502	2.161	2.161%	2.161	2.068	2.068%
2503	1.345	1.345%	1.345	1.316	1.316%
2504	1.786	1.786%	1.786	1.801	1.801%
2505	1.143	1.143%	1.143	1.257	1.257%
2506	0.889	0.889%	0.889	0.977	0.977%
2507	0.640	0.640%	0.640	0.704	0.704%
2508	0.995	0.995%	0.995	0.933	0.933%
2601	2.570	2.570%	2.570	2.556	2.556%
2602	2.655	2.655%	2.655	2.547	2.547%
2603	2.929	2.929%	2.929	2.926	2.926%
2604	2.551	2.551%	2.551	2.512	2.512%
2701	5.409	5.409%	5.409	5.195	5.195%
2702	4.987	4.987%	4.987	4.604	4.604%
	100.000	100.000%	100.000	100.000	100.000%

The Percentage Interest appurtenant to each Unit was computed as follows:

$$\begin{aligned}
 &\text{Unit Par Value} \\
 &\div \text{Total Par Values of all Units in the Condominium} \\
 &= \text{Unit Percentage Interest}
 \end{aligned}$$

The par values assigned to the Units are based on categories of Unit types but are not intended to reflect any Unit's specific size or proportion compared with other Units.

*The Percentage Interest of some Units may be rounded up or down slightly so that the total Percentage Interests of all Units equals 100.000000%

Votes are based upon Percentage Interest assigned to the Unit.

Residential Alternative Expense Allocation appurtenant to each Unit was computed as follows:

$$\begin{array}{rcl} & \text{Unit Alternative Expense Allocation Par Value} & \\ \div & \text{Total Alternative Expense Par Values of all Units in the Condominium} & \\ = & \text{Unit Residential Alternative Expense Allocation Interest} & \end{array}$$

The Alternative Expense par values assigned to the Units are based on categories of Unit types but are not intended to reflect any Unit's specific size or proportion compared with other Units.

*The Residential Alternative Expense Allocation of some Units may be rounded up or down slightly so that the total Residential Alternative Expense Allocations of all Units equals 100.00000%.

Exhibit E**Expansion Property**

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The Tower Unit in the Harbor East Parcel D Master Condominium, as such unit is defined in the Harbor East Parcel D Master Condominium Declaration recorded among the land records in Liber 9640 at page 458, et seq., as amended and as shown on the Harbor East Parcel D Master Condominium Plats, recorded among the Land Records in Condominium Book FMC at page 694, Plats 1 through 5 inclusive; as amended pursuant to a Condominium Plat filed on November 30, 2009 in Condominium Plat Book FMC No. 756, Plats 1 through 32 inclusive; as amended by deletion of sheet 6 of 32 of the Plat Amendment and replacement of sheet 6 it with an amended sheet 6 of 32 dated December 30, 2011 and recorded among in Condominium Plat Book FMC No. 774; and as further amended by a Third Amended Condominium Plat amending Sheet 26 and adding Sheet 26A to subdivide the Tower Unit to create the Tower Unit and Retail 3 Unit; as further amended by a Fourth Amended Condominium Plat amending Sheets 1 through 5 to subdivide the Garage Unit and create Garage 1 Unit and Garage 2 Unit; and as further amended by a Fifth Amended Condominium Plat recorded in Plat Book No. MB826, Sheets 1 through 36, to depict the final completion of the Tower Unit and Retail 3 Unit; said property being further identified as Lot 006, Tax Identification No. 03061800; as such portion of the Tower Unit is depicted on the Harbor East Tower Condominium Plat consisting of 18 sheets and recorded immediately prior to this Declaration in Plat Book MB827, (the "Condominium Plat") said property excepting and excluding the property described in **Exhibit A** to this Declaration submitted to the Condominium, as such Expansion Property is depicted on the Condominium Plat.

Exhibit F

Limited Warranty Certificate
Harbor East Tower Condominium

The Developer specifically disclaims any liability for incidental or consequential damages resulting from any breach of warranty or similar claim, except to the extent this disclaimer is expressly limited by applicable law.

1. Unit Warranty. The Developer hereby warrants to each initial purchaser of a Unit in the Condominium that takes title to such Unit from the Developer that the Developer will, for a period of one (1) year from the transfer of title to the Unit to such purchaser and subject to the exclusions set forth below, replace or repair (at the Developer's sole option) at no cost to such purchaser, any defects in materials or workmanship in the construction of walls, ceilings, floors, heating and air-conditioning systems, to the extent such items are contained in the Unit. With respect to any heating and air-conditioning systems which may constitute a part of the Unit, the Developer warrants that (a) the heating and air conditioning systems have been installed in accordance with acceptable industry standards, (b) the heating system will maintain a 70° Fahrenheit temperature inside with the outdoor temperature and winds at the design conditions established by the Energy Conservation Building Standards Act, Title 7, Subtitle 4 of the Public Utility Companies Article of the Annotated Code of Maryland (the "Building Standards Act") or those which may be established by the political subdivision where the Condominium is located as provided by the Building Standards Act, and (c) the air-conditioning system will maintain a 78° Fahrenheit temperature inside with the outdoor temperature at the design conditions established by the Building Standards Act, or those which may be established by the political subdivision where the Condominium is located as provided by the Building Standards Act.

2. Common Element Warranty. The Developer warrants to the Council of Unit Owners that the Developer will, for a period of three (3) years from the date of transfer of title to the first Unit in the Condominium to a Unit purchaser (or any later period expressly provided for in the Maryland Condominium Act, if applicable) and subject to the exclusions set forth below, replace or repair (at the Developer's sole option) at no cost to the Council of Unit Owners, any defects in materials or workmanship in the construction of those structural components of the Condominium, if any, that are contained in the Common Elements. The Developer further warrants that such Common Elements were within acceptable industry standards in effect when such Common Elements were constructed. The warranty on any such Common Element not completed on the date of transfer of title of the first Unit in the Condominium to a Unit purchaser shall commence with the completion of such Common Element or with its availability for use by all Unit Owners, whichever occurs later. This warranty extends for a period of three (3) years (or any later period expressly provided for in the Maryland Condominium Act, if applicable).

3. Exclusions. This Limited Warranty is limited both as to scope and duration and contains certain disclaimers of liability including, without limitation, the following exclusions and disclaimers:

(a) This Limited Warranty does not cover any items not required to be warranted by the Developer pursuant to Section 11-131 of the Real Property Article of the Annotated Code of Maryland (the "Real Property Article") including, but not limited to, any loss or damage for any claim or defect occurring outside of the warranty period. This Limited Warranty does not cover the non-structural components of the Common Elements, including, without limitation, landscaping, sidewalks, curbs, gutters, streets or driveways, if any. Except for the warranties set forth in this Limited Warranty, there are no additional express warranties as defined in Section 10-202 of the Real Property Article. In addition, this Limited Warranty does not cover any items or warranties excluded in any sales agreement for a Unit between the Developer and a Unit purchaser.

(b) Nothing contained in this Limited Warranty shall be construed to make the Developer liable or responsible for any items of maintenance relating to the Units or to the Common Elements of the Condominium or any defects caused through abuse or failure by a Unit Owner or the Council of Unit Owners to perform reasonable and regular maintenance or as otherwise required by the Master Condominium Governing Documents, the Declaration, the Bylaws or the Rules.

(c) This Limited Warranty does not cover ordinary wear and tear of any component or minor defects such as paint smudges, nail pops, minor drywall irregularities, minor chipping of porcelain or tile, cracks, scratches, indentations or other effects of aging or normal settlement, expansion, contraction, shrinkage, swelling, warping, squeaks, cracks, gaps, or changes in color that may occur in floors, walls, ceilings, doors and other building components so long as they do not affect the normal intended use of all or part of the Unit or component of the Common Elements or that occur as a result of natural materials and/or normal environmental conditions.

(d) This Limited Warranty does not apply to defective design or items or materials provided by the Unit Owner, the Council of Unit Owners, or persons other than the Developer or its agents, contractors or subcontractors.

(e) This Limited Warranty excludes, and the Developer does not assume responsibility for, any incidental or secondary damage caused by any defects, and nothing herein contained shall be determined to make the Developer an insurer of the personal property of any Unit Owner with respect to a Unit or the Council of Unit Owners with respect to the Common Elements of the Condominium.

(f) The warranties contained herein may be enforced only by those parties entitled to bring a suit for such enforcement as provided in Section 11-131 of the Real Property Article and the Governing Documents.

(g) This Limited Warranty does not apply to any Units, Common Elements or other improvements constructed, or to be constructed, within the Condominium by any parties other than

the Developer, and the Developer makes no representation or warranty whatsoever with respect to any such Units, Common Elements or other improvements.

(h) This Limited Warranty shall not cover the following additional items:

(i) Any loss or damage caused by dampness or condensation or damage or loss caused by the failure to maintain adequate ventilation (unless solely caused by defective design or construction by the Developer and its contractors, subcontractors and agents).

(ii) Any loss or damage caused by the negligence of, or improper maintenance, operation or alteration by, persons other than the Developer, its contractors, subcontractors or agents, with respect to the systems, appliances, equipment or fixtures in the Condominium, including, without limitation, those located in any Unit or Common Element.

(iii) Any accidental loss or damage and/or loss or damage caused by leaks, fire, explosion, smoke, water escape, changes not reasonably foreseeable in the level of underground water, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, earthquake, soil movement, any act of God, civil commotion, war, or acts of terrorism.

(iv) Any loss or damage caused by failure to maintain a Unit and/or Common Elements in good repair and condition and otherwise in accordance with the Master Condominium Governing Documents, the Declaration and the Bylaws.

(v) Any loss or damage caused by stoppage in the plumbing system caused by the misuse of any Unit Owner, the Council of Unit Owners or their tenants, guests, invitees, or others.

(vi) Changes, alterations, or additions made to any Unit by anyone before or after initial occupancy, except those performed by the Developer, or its employees, agents, or subcontractors who are acting in their capacity as employees, agents, or subcontractors of the Developer.

(vii) Changes of the grading of the ground by anyone other than the Developer, its employees, agents, or subcontractors.

(viii) Any damage caused by soil movement for which compensation is provided by legislation or which is covered by other insurance.

(ix) Any damage caused by insects or vermin. This exclusion does not apply to insect or vermin damage situations where the Developer has failed to use any required materials or construction methods designed to prevent insect or vermin infestation.

(x) Any loss or damage which arises that is attributable to any Unit being used for nonresidential purposes or being rented by the Purchaser to a tenant.

(xi) Any losses or damages resulting in bodily injury.

(xii) Any loss or damage which any Unit Owner or the Council of Unit Owners has not taken timely action to minimize or mitigate, or has not provided timely notice of to the Developer.

(xiii) Any loss or damage due to loading of the floors which exceed code requirements.

(xiv) Any condition that does not result in actual physical damage to a Unit or the Common Elements.

(xv) Noise or odor penetration into the Unit or Common Elements originating from other residents, units, trash rooms or chutes, cooking, elevators, mechanical rooms and equipment, plumbing, public areas, adjoining properties and/or vehicular traffic. In particular, the Developer's warranty does not warrant against conditions related to urban environments including, but not limited to, light and noise created by adjacent neighbors or property owners, bars, restaurants, nightclubs, construction, general street traffic, emergency vehicles, aircraft, noise and vibration, and other noise common in urban settings, common urban pests, vibrations from large vehicles such as waste removal vehicles, buses and street cleaning equipment, odors including trash and other odors from adjacent properties or other Units in the Condominium and future development of surrounding properties that may impact the light, air and views from the Units or the Common Elements.

(xvi) Smoke or other damage caused by the use of any fireplaces.

(xvii) Caulking in bathtubs, shower stalls and other plumbing fixtures.

(xviii) Any loss or damage to masonry, concrete or other materials due to the use of salt or chemical de-icers.

(xix) Non-structural masonry imperfections such as rough, honeycomb or marred concrete surfaces or efflorescence of masonry surfaces caused by the natural leaching or salts and minerals.

(xx) Loss or damage to carpet, walls, wall coverings, doors (interior and entry), or light fixtures caused by move-ins or move-outs, or by heavy traffic from potential purchasers.

4. Environmental Conditions.

(a) This Limited Warranty does not warrant that any building materials used in any Unit or the Common Elements are free from toxicity to occupants or users and the Developer disclaims any liability arising therefrom. The Developer is not responsible for personal allergic or other health reactions, or injury or property damage arising from building materials at or in the vicinity of any Unit or the Common Elements.

(b) The Developer makes no representation or warranty as to the presence or lack of radon, asbestos, mold, formaldehyde, chromium or other hazardous environmental conditions in

the Unit or Common Elements or in any building materials, products or equipment use in the construction or installed in the Unit or Common Elements, or as to the effect of radon, asbestos, mold, formaldehyde, chromium or any other environmental condition in or on any Unit, the Common Elements of the Condominium or adjacent areas and this Limited Warranty does not cover any damage to any Unit or Common Elements caused by environmental factors such as pollution, weather, radon, mold, asbestos, formaldehyde, chromium, electromagnetic fields or other environmental conditions. The United States Environmental Protection Agency and state and local environmental authorities are best equipped to render advice regarding any potential risks that may exist in a particular area, the consequences associated with exposure to radon, mold, formaldehyde, chromium or other hazardous environmental materials, methods available to detect and measure radon levels, and what, if any, remedial measures may be advisable in particular circumstances to reduce the risk of exposure to radon or other hazardous environmental materials.

(c) The Developer does not represent, warrant or guarantee that any Unit or the Common Elements are free from mold, fungi or other naturally occurring biological agents or pollutants (collectively, "Mold") or that Mold will not develop within any Unit or the Condominium in the future. Developer disclaims all liability and responsibility to each Unit Owner and the Council of Unit Owners, and any other persons or entities, for any damages resulting from the presence of Mold within any Unit or the Common Elements, including, but not limited to, property damages, personal injury damages, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects or damages of any kind.

5. Consumer Products. The Developer gives no warranty on consumer products such as appliances or other equipment sold with a Unit or which constitute any part of the Common Elements except as may be expressly required by the Maryland Condominium Act. The Developer's sole obligations with respect to such items shall be to deliver to the Unit Owner or the Council of Unit Owners, as applicable, any manufacturer's warranties or guarantees covering such items, appliances or equipment and/or assign, if assignable, any such warranties or guarantees to the Unit Owner or the Council of Unit Owners, as applicable. Developer shall not be responsible in any way for the performance under such manufacturers' warranties or guarantees.

6. Warranty Procedures. Notice of any defect or claim made under this Limited Warranty must be given to the Developer within the applicable warranty period for such item and suit for enforcement of such claim shall be brought within one (1) year of the expiration of such applicable warranty period. In addition, all claims by a Unit Owner or the Council of Unit Owners regarding this Limited Warranty or to enforce this Limited Warranty shall be resolved in accordance with the dispute resolution procedures outlined in Article 12 of the Bylaws.

7. Developer Responsibility. In the event of any defect in any item or component of a Unit or Common Elements that is covered by this Limited Warranty, the Developer, at its sole option, will repair or replace the affected item or component at no cost to the Unit Owner or the Council of Unit Owners, as applicable, or will pay for the costs associated with the same. Replacement items or components will be substantially comparable to those replaced (although identical colors

and other features may not necessarily be utilized). If the Developer repairs or replaces or pays the cost of repairing or replacing any defect covered by this Limited Warranty for which there is coverage by the Unit Owner's or the Council of Unit Owners' insurance, the Unit Owner or the Council of Unit Owners, as applicable, shall be obligated upon the Developer's request to assign the proceeds of such insurance to the Developer to the extent of the cost to the Developer of such repair, replacement or payment. The Developer's responsibilities outlined herein are limited to the matters expressly set forth in this Limited Warranty Certificate, which warranties are provided by the Developer as required by the Maryland Condominium Act, and the Developer makes no other warranties with respect to the Units or the Common Elements and none shall be implied.

8. Conflicts. In the event of any inconsistency between the Limited Warranty set forth in this Exhibit and any other written limited warranty given by the Developer to a Unit purchaser, such other limited warranty shall control with respect to such Unit purchaser.

9. Binding Effect; Exclusion of Express Warranties. Each initial purchaser of a Unit in the Condominium that takes title to such Unit from the Developer thereby consents to and accepts the terms and provisions of the foregoing Limited Warranty given pursuant to the Maryland Condominium Act. Each such purchaser further consents to exclude all express warranties provided for in Section 10-202 of the Real Property Article except for those set forth in this Limited Warranty.

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