

amended from time to time, hereinafter referred to as the "Condominium", and the Declarant also reserves the irrevocable right for a period of seven (7) years after the date hereof to add to said Condominium Regime all or part of the units which are constructed and as are hereinafter more fully set forth. The Condominium hereby submitted located in the County of Howard, State of Maryland, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or encumbered, together with the existing and future rights, titles, interests and benefits appertaining thereto, and subject to the covenants, restrictions, uses, limitations, reverts, obligations, easements, equitable servitudes, charges and liens, hereinafter sometimes referred to as "covenants and restrictions" hereinafter set forth, including the provisions of the By-Laws of the Council of Unit Owners of the Condominium, attached hereto as "Exhibit A" and by this reference incorporated herein, all of which are declared and agreed to be in aid of a plan for improvement of said property, and the division thereof into condominium units and common elements, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

#### ARTICLE I

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

A. "The Act" or "the Condominium Act" means Title 11, Section 11-101 through and including Section 11-128 of the Real Property Article, Annotated Code of Maryland (1976), and shall include any revisions thereof and amendments and supplements thereto which are enacted subsequent to the date of this Declaration and which are not inconsistent with the provisions hereof.

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

(i) The space bounded by and contained within the bottom, top, front, rear and sides of the unit which is shown on the Condominium Plat as being included within such unit, which bottom, top, front, rear and sides are, for purposes of this Declaration, hereinafter more particularly defined:

(a) The bottom of the unit shall consist of the lower surface of the concrete, brick and/or masonry sub-floor of the lowermost floor of the unit.

(b) The top of the unit shall consist of the uppermost surface of the outer shingle or other covering of the roof of the unit, or the top of the chimney, whichever is uppermost.

7/27/76

LIBEROS 20 FOLIO 285

(c) The front of the unit shall consist of the outermost finished exterior surface of the front wall of the unit.

(d) The rear of the unit shall consist of the outermost finished exterior surface of the rear wall of the unit unless such rear wall or any part thereof is a party wall then the rear of the unit corresponding thereto shall pass through the center thereof so as to enclose one-half (1/2) of the thickness of such party wall.

(e) The two (2) sides of the unit shall, respectively, correspond to the two (2) side walls of the unit in the following manner:

(1) With respect to any of the said side walls which constitutes a party wall, the side of the unit corresponding thereto shall pass through the center thereof, so as to enclose one-half (1/2) of the thickness of such party wall.

(2) With respect to any of the said side walls which does not constitute a party wall, the side of the unit corresponding thereto shall correspond with the outermost finished exterior surface thereof.

(ii) Each and every exterior or interior wall, portion of a party wall, roof, footing, foundation, basement or other floor, column, girder, joist, beam, partition, soffit, window, storm window, screen, door, storm door, pipe, drain, wire, electrical devices, duct, furnace, water heater, plumbing fixtures, kitchen or other appliances, door knob, knocker, exterior electrical fixture, shutter, chimney, fireplace, railing or other improvement or structure (regardless of whether any of the same are load-bearing, provide support for the unit or otherwise are part of the structure thereof) (1) which is contained within the space defined in Article I, Section 1 B hereof, or (2) which is not contained within such space but which forms a connected and integral part of, or is appended or affixed to, the improvements lying within such space and which does not form part of another unit.

(iii) The ground (including, by way of example, rather than of limitation, any and all gravel or other fill material) lying under the bottom of the unit as hereinabove defined;

(iv) The airspace lying over the top of the unit as hereinabove defined;

(v) Any heating or air-conditioning unit or compressor, concrete slab, patio, porch, deck, area way, storage shed, private sidewalk, fence area way or other improvement lying on or above the surface of the ground outside of the unit but within the limited common elements forming the rear yard and the front yard (if any) of the unit and as shown on the Condominium Plat (and which are more particularly referred to in the provisions of Article III, Section 2 hereof); provided, that the space contained within or occupied by any of the improvements referred to in this Article I, Section 1 B shall not constitute part of any unit; and further provided, that to the extent that any of the said fences and any of the walls of any such storage shed is, respectively, a party fence or a party wall, such party fence or party wall shall be included within such unit only to the center thereof, so as to include one-half (1/2) of the thickness of such party fence or party wall.

6/19/76

7/26/76

(vi) Anything contained in the foregoing provisions of this Article I, Section 1 B to the contrary notwithstanding, no portion of any main, duct, stock, raceway, wire, conduit, drain, pipe, meter or other device which shall be located within the space hereinabove described, or shall otherwise be hereinabove referred to, and which shall be used in providing any utility or service to any portion of the Condominium other than, or in addition to, such unit, shall be deemed to be part of such unit.

(vii) Each unit shall have all of the incidents of real property under applicable law. Nothing in the provisions of this Declaration shall be deemed to confer upon any unit owner, by virtue of his ownership of the legal title to a unit, any interest in any other unit.

C. "Condominium" means the property subject to the Condominium Regime under Title 11 of the Real Property Article, Annotated Code of Maryland.

D. "Unit owner" or "unit co-owner" means any person, group of persons, corporation, trust or other legal entity or any combination thereof, which owns a condominium unit within the Condominium project, provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of any obligation shall not be an owner.

E. "Council of Unit Owners" is the body that governs the affairs of the Condominium and is comprised of all unit "owners" and is hereafter sometimes referred to in this Declaration and By-Laws as the "Corporation".

F. "Corporation" means Barnside Condominium, Inc. and such corporation constitutes the "Council of Unit Owners" as set forth in the Condominium Act.

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

H. "Common expenses and common profits" means the expenses and profits of the Council of Unit Owners, and as more fully set forth in the By-Laws.

I. "Record" means to record pursuant to the laws of this State and the affected political subdivision related to the recording of deeds and plats.

J. "Barnside Condominium, Section 2, means that parcel designated as ("Parcel G"), as shown on a Plat entitled "Columbia, Village of Clary's Forest, Section 1, Area 1, Sheet 2 of 2, Parcels E, F, G, H, I, a Resubdivision of Parcels A and B" which Plat is recorded among the Land Records of Howard County, Maryland as Plat No. 3415, and all of those buildings containing up to 28 units and all appurtenances to be located on said property.

K. "Barnside Condominium, Section 3, means that parcel designated as ("Parcel F") as shown on a Plat entitled "Columbia Village of Clary's Forest, Section 1, Area 1, Sheet 2 of 2, Parcels E, F, G, H, I, a Resubdivision of Parcels A and B" which Plat is recorded among the Land Records of Howard County, Maryland as Plat No. 3415, and all of those buildings containing up

danger to public safety or property, the Corporation shall make a reasonable effort to give notice to the owner of the unit entered for the purpose of such repairs. No entry for such repairs shall be considered a trespass.

Section 4. Easements for Utilities and Related Purposes. The Corporation is authorized and empowered to grant, and shall from time to time grant, such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits, Cable TV and/or such other purposes related to the provision of public utilities to the condominium project or other similar condominium projects as may be considered necessary and 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 condominium units provided that the grant is approved by the affirmative vote of unit owners having seventy-five percent (75%) or more of the votes of the Corporation.

Section 5. Limitation of Liability. The Corporation shall not be liable for any failure of water supply or other services to be obtained by the Corporation or paid for out of the common expense funds, or by the owner of any condominium unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance, or equipment. The Corporation shall not be liable to the owner of any condominium unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. No diminution or abatement of common expense assessments as hereinafter provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or to any condominium unit, or from any action taken by the Corporation to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority, or for dispossession of the unit owner by reason of fire or other casualty, except to the extent covered by insurance.

Section 6. Corporation as Attorney-in-Fact. The Corporation is hereby irrevocably appointed as attorney-in-fact for the owners of all condominium units in the project, and for each of them, to manage, control and deal with the interests of such owners in the common elements of the project so as to permit the Corporation to fulfill all of its powers, functions and duties under the provisions of the Horizontal Property Act, the Declaration, and the By-Laws, and to exercise all of its rights thereunder and to deal with the condominium project upon its destruction and/or the proceeds of any insurance indemnity as hereinafter provided. The foregoing shall be deemed to be a power of attorney coupled with an interest and the acceptance by any person or entity to any interest in any condominium unit shall constitute an appointment of the Corporation as attorney-in-fact as aforesaid.

Section 7. Duty to Maintain. Except for maintenance requirements herein imposed upon the Corporation, if any, the owner of any condominium unit shall, at his own expense, maintain the interior and exterior of his condominium unit and any and all equipment, appliances, fixtures, windows or doors therein situate, and its other appurtenances, including, without limitation, any balcony, terrace, patio, fences or garden appurtenant to such condominium unit and designated on the Condominium Plat as a limited common element reserved for exclusive use by the owner of a particular condominium unit, in good order,

condition and repair free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his condominium unit and such appurtenances. In addition to the foregoing, the owner of any condominium unit shall at his own expense, maintain, repair or replace any plumbing and electrical fixtures, heating and air-conditioning equipment, whether within or without the unit so long as it serve one unit, light fixtures, refrigerators, freezers, dishwashers, disposals, ranges and/or other equipment that may be in or appurtenant to such condominium unit. The owner of any condominium unit shall also, at his own expense, maintain any other limited common elements which may be appurtenant to such condominium unit and reserved for his exclusive use in a clean, orderly and sanitary condition. Fences between adjacent owners are to be jointly maintained by said owners, who will equally bear all expenses for such maintenance, unless the negligence of one such owner is the primary cause for damage to the fence, in which case that owner will alone pay the cost of replacing or repairing the fence.

ARTICLE IX

Assessments and Carrying Charges

Section 1. Annual Assessments and Carrying Charges. Each member shall pay to the Council of Unit Owners or the Corporation in advance, on or before the first day of each month, an annual sum, payable monthly (hereinafter sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12) of the member's proportionate share of the sum required by the Corporation, as estimated by its Board of Directors, to meet its annual common expense, including, but in no way limited to the following:

- (a) The cost of all operating expenses of the condominium project and services furnished, including charges by the Corporation for facilities and services furnished by it; and
- (b) The cost of necessary management and administration, including fees paid to any Management Agent; and
- (c) The amount of all taxes and assessments levied against the Corporation or upon any property which it may own or which it is otherwise required to pay, if any; and
- (d) The cost of fire and extended liability insurance on the project and the cost of such other insurance as the Corporation may effect; and
- (e) The cost of furnishing water, electricity, heat, garbage and trash collection and/or other utilities, to the extent furnished by the Corporation; and
- (f) The cost of funding contributions to the "Paid-in-Surplus" account and all necessary replacements established by the Corporation, including, when appropriate, general operating allocations and/or replacement disbursements; and
- (g) The estimated cost of repairs, maintenance and replacements of the condominium project to be made by the Corporation.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of both the Board