

SEVERNA ENCLAVE CONDOMINIUM

DECLARATION ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP

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SEVERNA ENCLAVE CONDOMINIUM

DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP

THIS DECLARATION is made in Anne Arundel County, Maryland this 20th day of JULY, 1994 by Street Venture Limited Partnership ("Developer"), which is qualified to do business in the State of Maryland;

WHEREAS, the Developer is the owner in fee simple of all that parcel of ground in Anne Arundel County, Maryland, containing 5.5034 acres of land, more or less, as is more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, it is the intention of the Developer that all or part of the land may be improved by single family residential condominium units and that the land will be initially improved by a single condominium unit which improvement may be expanded in twenty-two (22) additional stages, for a maximum of twenty-three (23) single family condominium units. The initial improvement is shown on the condominium plat, consisting of 2 sheets, prepared by Greenhorne & O'Mara, Inc. entitled, "Severna Enclave Single Family Detached Condominiums." The condominium plat was recorded among the land records of Anne Arundel County, Maryland at Plat Book 65, Pages 16 and 17.

NOW THEREFORE, the Developer hereby subjects the land which is described, alternatively, as Building 1 or 603 Brownstone Drive, in Exhibit A attached hereto and made a part hereof and is shown and identified on the condominium plat as all buildings and improvements located thereon and all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining, (and that such rights, easements, rights-of-way, land, buildings, improvements, and appurtenant rights are hereinafter collectively called the "Property,") to an unincorporated condominium regime pursuant to the Maryland Condominium Act, Title 11 of the Real Property Article of the Annotated Code of Maryland, (the "Act"), which condominium regime shall be known as SEVERNA ENCLAVE CONDOMINIUM, and the Developer hereby sets forth in the Declaration below the covenants, restrictions, limitations, conditions and uses to which the Property may be put.

ARTICLE I

UNITS

Each unit shall consist of a residential building, including the interior and the exterior, as is more particularly delineated on the condominium plat as building numbers 1 through and including

23. Each unit shall include all equipment and appliances situated within the unit, or which are situated outside of the unit but service only that unit, including but not limited to, any balcony, unit privacy fence, deck, terrace, entrance stoop, or patio attached or appurtenant to a residential building, any plumbing and electrical fixtures, water heaters, fireplaces, chimneys, plenums, heating and air conditioning equipment, lighting fixtures, refrigerators, freezers, trash compactors, garbage disposals, washers and dryers, ranges and range hoods, garage door openers and all improvements contained within the unit or which are attached to or appurtenant to the unit.

In interpreting deeds, declarations and plans, the existing physical boundaries of a unit constructed or reconstructed in substantial accordance with the original plans therefor shall be conclusively presumed to be its boundaries rather than the metes and bounds, or other legal description, expressed in a deed, plat or this Declaration, regardless of settling or other movement of a unit and regardless of minor variances in boundaries as shown on the plat or in the deed.

ARTICLE II

COMMON ELEMENTS

The common elements include all of the Property, except the units. The common elements are divided into general common elements and limited common elements:

Section 1. General Common Elements. General common elements means all the common elements except the limited common elements. The general common elements include, by way of example and not limitation, grounds and landscaping not designated on the plat as limited common elements, the parking areas other than driveways leading to units, the perimeter fence around the Property, the Property entrance gate, the common sidewalk on Brownstone Drive, and the roadways within the Property.

Section 2. Limited Common Elements. Limited common elements means those common elements identified on the condominium plat which are reserved for the exclusive use of one or more but less than all of the units. The limited common elements include, by way of example and not limitation, the five (5) foot landscaped area around each unit as delineated on the plat, the driveways and walkways leading up to each unit, and the cluster mail boxes.

ARTICLE III

PERCENTAGE INTEREST AND VOTING RIGHTS

Section 1. Percentage. Each owner shall have an undivided percentage interest in the Condominium's common elements and common profits. As provided in Section 11-107 of the Act, each owner's percentage interest in the common elements and common profits shall

be identical to that of every other owner. The percentage interest of each owner shall not be changed without the written consent of all of the owners and their mortgagees, except that such percentage interest shall be automatically changed upon the addition of any phase to the Condominium. Any change shall be evidenced by an amendment to this Declaration which shall be recorded among the land records of Anne Arundel County, Maryland. The percentage interest of each unit shall not be separated from the unit to which it appertains.

Section 2. Voting Rights. Each unit in the Condominium has one vote which is appurtenant to the unit.

ARTICLE IV

ADMINISTRATION

Section 1. Membership. Each record owner of a unit in the Condominium shall be a member of the Council of Unit Owners of Severna Enclave Condominium (the "Council"). The Council shall administrate the affairs of the Condominium as provided in the Bylaws, which are attached hereto as Exhibit B, and in accordance with the Act and this Declaration.

The term "owner," as used in this Declaration, means and includes the person, firm, corporation, trustee or other legal entity, or any combination thereof, including contract sellers, holding record title to a unit in the Condominium as said unit is now or may from time to time hereafter be created or established, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entirety or tenancy in a co-partnership relationship. If more than one person, firm, corporation, trustee or other legal entity, or any combination thereof, hold the record title to any one unit, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single owner and shall be or become a single member of the Council by virtue of ownership of such unit. The term "owner," however, shall not include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot, nor shall it include any mortgagee, trustee or other grantee named in any mortgage, deed of trust or other security instrument covering any unit, designed solely for the purpose of securing performance of an obligation or payment of a debt. Membership in the Council shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Council.

Section 2. Compliance with Governing Documents. Each owner, by acceptance of a deed for a unit in the Condominium, is deemed to covenant and agree to abide by and comply with the requirements of the Act, this Declaration and the Bylaws (collectively referred to as the "governing documents"), including but not limited to, the obligation to pay annual assessments as set forth in the Bylaws.

Further, each owner shall require the owner's tenants, guests and invitees to comply with the provisions of the governing documents. Any failure by an owner, including the owner's failure to enforce the provisions of the governing documents against the owner's tenants, guests and invitees, shall be grounds for action by the Council, or any other owner, against the non-complying owner to enforce the provisions of the governing documents by any proceeding or relief available at law or in equity and the non-complying owner shall be liable for the costs and attorney's fees incurred by the Council to require the owner's compliance. Further, payment of such costs and attorney's fees may be enforced by the imposition of a lien against the owner's unit in accordance with the Maryland Contract Lien Act and Article VI of the Bylaws.

Section 3. Liability. An owner of a unit shall not exempt himself or herself from liability for contribution towards the common expenses by waiver of the owner's use and enjoyment of any of the common elements or the owner's abandonment of his or her unit.

Section 4. Assessments. Commencing with the recordation of this Declaration, each owner of a unit within the Condominium is obligated to pay the annual assessment and any special assessment levied by the Council which is applicable to the owner's unit. The amount of any annual or special assessment shall be in proportion to the unit's percentage interest in the Condominium. The amount of any assessment for prospective units (Buildings 2 through 23 as described in Exhibit A to this Declaration and shown on the condominium plat) shall be in proportion to each unit's percentage interest in the Condominium. For the purposes of this provision, the Developer shall be deemed the owner of each unit subjected to the Condominium regime which has not been sold to an owner.

Section 5. Capital Contribution. Upon conveyance of a unit from the Developer to an owner, the then owner of the unit shall pay to the Council a one time capital contribution equal to one-sixth (1/6) of the annual assessment then applicable to that unit. This sum is in addition to the annual assessment and shall not be applied towards the annual assessment. The capital contribution shall be retained by the Council and is not returnable to the owner upon the sale by the owner of the unit. The capital contribution shall serve to fund the Council and shall be used by the Council in any manner that it deems appropriate.

Section 6. Lien for Assessments. The amount of the annual and any special assessment adopted by the Council or any fine levied against a unit shall be deemed a lien upon each unit to which the assessment or fine applies. Upon an owner's default in the payment of any assessment or fine, the Council shall take any action against the owner or his or her unit as provided by law and Article VI of the Bylaws. If a Statement of Lien is recorded against a unit to secure payment of past due assessments or fines

as well as costs of collection and attorney's fees, such lien shall be superior to all other liens on the unit with the following exceptions: a) tax liens and b) any unpaid sums on a first mortgage of record. Such lien may be foreclosed upon as required by Maryland law and as set out in the Bylaws. The Council shall have the power to acquire, hold, lease, mortgage or convey such a unit. The Council may also recover a money judgment against the defaulting owner as provided in the Bylaws, which lawsuit shall be maintainable without waiving the right to secure and enforce a lien against the relevant unit.

Section 7. Use of Units. Each unit shall be used only for residential purposes by the owner and his or her family, guests, or invitees, or the owner's lessees and the lessees' family, guests and invitees, except that the Council may approve (which approval may be rescinded) incidental use of a portion of a particular unit for professional office use, except that the Developer, until all of the proposed 23 units have been sold and settled or for a period of 10 years from the recordation of this Declaration, whichever first occurs, may use one or more units, at its discretion, for model units or for a sales office.

Section 8. First Annual Meeting. The first annual meeting of the Council shall be held within sixty (60) days from the date that units representing fifty percent (50%) of the votes in the Condominium are conveyed by the Developer to initial purchasers, or ten (10) years from the date that this Declaration is recorded, whichever comes first. The purpose of the first annual meeting shall be to elect a Board of Directors for the Council and to conduct such other business as shall properly come before the Council.

Section 9. Termination of Contracts. Pursuant to Section 11-133 of the Act, within three (3) years following the date on which units have been granted by the Developer to owners having a majority of the votes in the Council, any lease, management contract, employment contract or other contract to which the Council is a party entered into between the date the property subjected to a Condominium regime was granted to the Developer and the date on which units have been granted by the Developer to owners having a majority of votes in the Council may be terminated by a majority vote of the Council without liability for the termination. The termination shall become effective upon thirty (30) days' written notice of the termination from the Council.

ARTICLE V

EXPANSION OF THE CONDOMINIUM REGIME

Section 1. Developer's Right to Expand. The Developer hereby expressly reserves for itself and any successor developers, for a period of ten (10) years from the date upon which the Condominium

regime was created, the right to expand and add to the Condominium all or part of the real property described in Exhibit A which is attached hereto and which is more particularly identified in the condominium plat prepared by Greenhorne and O'Mara, Inc. and entitled "Severna Enclave Condominium Proposed Phases II through XXIII," and all rights, ways, easements, privileges and appurtenances thereunto belonging or in anywise appertaining.

The Developer hereby reserves the right to such easements and rights of way which the Developer, in its sole discretion, deems appropriate, over, under and across the Condominium's Property and over, under and across each proposed phase or other property owned by the Developer, whether or not it is included within the Condominium or any proposed phase, for a) vehicular and pedestrian access between the Condominium and the Developer's property and any public road or other property which borders the Condominium and b) the installation, operation, inspection, maintenance, repair and replacement of electric, telephone, cable, water, sanitary sewer and storm drainage lines, pipes, mains, drains and related facilities deemed appropriate by the Developer to serve any remaining property of the Developer. Each such easement and right of way shall run with and bind the Condominium's Property and each unit within the Condominium, and all owners and occupants of such units, and their respective heirs, personal representatives, successors and assigns, forever, unless the recorded document establishing such easement or right of way specifically provides otherwise.

Section 2. Proposed Phases. The initial phase of the Condominium consists of one (1) unit. It is contemplated that additional units will be built so that the total number of units in the Condominium will be twenty-three (23). Therefore, the maximum number of units which may be added to the Condominium is twenty-one (22). The land, buildings and common elements of each phase are shown in general terms on the plat. Any future phase may be added to the Condominium regime in any sequence by an amendment to the Declaration and to the plat, which amendments shall be recorded among the land records of Anne Arundel County, Maryland. The Developer reserves the right to determine whether or not to expand the Condominium.

The Developer also reserves the right to vary and depart from the plans and specifications as they pertain to any future phase by the substitution of materials and equipment of comparable kind and quality and to relocate the common elements planned for such future phases if such substitution or relocation is, in the opinion of the Developer, necessary to expedite or facilitate the construction, operation, services, maintenance or care of the Property, or any future phases or for the convenience of the Condominium.

Section 3. Description of Proposed Phases. Upon the recordation of this Declaration, the Condominium regime shall be

comprised of one unit, Phase I, which is identified on the plat as Building 12, 501 Enclave Trail. The following is a enumeration of proposed Phases II - XXIII as they are described on the plat:

- a) Phase II -- Building 2, 605 Brownstone Drive;
- b) Phase III -- Building 3, 607 Brownstone Drive;
- c) Phase IV -- Building 4, 609 Brownstone Drive;
- d) Phase V -- Building 5, 611 Brownstone Drive;
- e) Phase VI -- Building 6, 613 Brownstone Drive;
- f) Phase VII -- Building 7, 615 Brownstone Drive;
- g) Phase VIII -- Building 8, 614 Brownstone Drive;
- h) Phase IX -- Building 9, 612 Brownstone Drive;
- i) Phase X -- Building 10, 610 Brownstone Drive;
- j) Phase XI -- Building 11, 608 Brownstone Drive;
- k) Phase XII -- Building 1, 603 Brownstone Drive;
- l) Phase XIII -- Building 13, 503 Enclave Trail;
- m) Phase XIV -- Building 14, 514 Enclave Trail;
- n) Phase XV -- Building 15, 512 Enclave Trail;
- o) Phase XVI -- Building 16, 510 Enclave Trail;
- p) Phase XVII -- Building 17, 508 Enclave Trail;
- q) Phase XVIII-- Building 18, 506 Enclave Trail;
- r) Phase XIX -- Building 19, 504 Enclave Trail;
- s) Phase XX -- Building 20, 502 Enclave Trail;
- t) Phase XXI -- Building 21, 500 Enclave Trail;
- u) Phase XXII -- Building 22, 602 Brownstone Drive;
- v) Phase XXIII-- Building 23, 600 Brownstone Drive.

Section 4. Percentage Interest & Voting. As authorized by Section 11-107 of the Act, each unit shall have a percentage interest in the common elements, the common expenses and the common profits which is identical to the percentage interest of every

other unit, irrespective of the number of phases which are completed and the number of units which ultimately comprise the Condominium regime of Severna Enclave Condominium.

One vote shall be appurtenant to each unit, irrespective of the number of phases which are completed and the number of units which ultimately comprise the Condominium regime of Severna Enclave Condominium.

ARTICLE VI

STREETS

The streets within the Condominium are private streets and are, as indicated on the plat, a general common element of the Condominium and, as such, shall be maintained by the Council.

ARTICLE VII

DEVELOPER RESERVATIONS

In addition to the other reservations set forth in this Declaration by the Developer, the Developer reserves the right to retain any unsold unit(s) in the Condominium and shall, for a period of ten (10) years from the date of the recordation of the Declaration:

a. The Developer shall have the right to use any units which it may own from time to time as sales offices and model units, and for such other uses as the Developer shall deem appropriate for the development and marketing of the Condominium, and Developer shall have the right to make such structural and non-structural additions, alterations, improvements and decorations to such units and the limited common elements appurtenant thereto, as the Developer shall deem appropriate to facilitate the sale of units within the Condominium.

b. The Developer and its employees, agents, invitees, licensees, successors and assigns shall have the right to park and store in the parking areas of the Condominium such commercial and non-commercial vehicles as the Developer shall deem appropriate for the development and marketing of the Condominium, provided, however, that the Grantor shall not unreasonably interfere with the rights of the other unit owners pertaining to the use and enjoyment of such parking areas.

c. The Developer shall have the right to erect upon, maintain and remove from the unit or units which it owns, the limited common elements, appurtenant to said unit(s), and all general common elements, such advertising and directional signs and

other materials as the Developer shall deem appropriate for the development and marketing of the Condominium.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Amendments. Subject to the requirements of Section 11-103 of the Act, this Declaration may be amended only with the written consent of eighty percent (80%) of the owners.

Section 2. Conflict. This Declaration is subordinate and subject to all provisions of the Act. All of the terms used, except where clearly repugnant to the context, shall have the same meaning as the Act. In the event of any conflict between the Declaration and the Act, the provisions of the Act shall control.

Section 3. Severability. The invalidity of any part of the Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration.

Section 4. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.

Section 5. Waiver. No restriction, condition, obligation or provisions of this Declaration shall be deemed to have been abrogated or waived by reason of any failure by the Council to enforce them.

Section 6. Gender and Grammar. Whenever the context of this Declaration requires, the singular shall include the plural and the plural shall include the singular. The use of any gender shall be deemed to include all genders.

Section 7. Enforcement. If any owner or other person fails to comply with any provision of the Declaration, the Bylaws or any Rules and Regulations which the Council may promulgate, such failure shall give rise to a cause of action for the recovery of damages, injunctive relief, or both, in the Council and/or each owner, and their respective heirs, personal representatives, successors and assigns. The Council shall be entitled to recover from an owner, or other person who has violated this Declaration, the Bylaws or any Rules and Regulations which may be promulgated, all costs, including reasonable attorney's fees, incurred by the Council in obtaining such owner's or other person's compliance. Any such owner shall be personally liable to the Council for the cost thereof, to the same extent as the owner is liable for an assessment adopted pursuant to Article VI of the Bylaws and the

Council shall have a lien therefor which is enforceable in the same manner as an assessment lien imposed upon a unit.

IN WITNESS WHEREOF, the Developer, Street Venture Limited Partnership, has signed this Declaration on the day and year first above written.

WITNESS:

STREET VENTURE LIMITED PARTNERSHIP

Jane Robin Riddle

By:  (SEAL)
Philip E. Ratcliffe,
General Partner

STATE OF MARYLAND; CITY/COUNTY OF Baltimore, to wit:

I, Janni Maeder, a Notary Public in and for the State of Maryland, do hereby certify that PHILIP E. RATCLIFFE, known to me, or satisfactorily proven to be, the person named as the General Partner of Street Venture Limited Partnership, personally appeared before me in the above-referenced jurisdiction, and as General Partner, as aforesaid, executed this Declaration on behalf of Street Venture Limited Partnership and that said Declaration was executed and will be recorded for the purpose of establishing and administering the Severna Enclave Condominium.

GIVEN under my hand and seal this 20th day of July, 1994.

Janni Maeder
Notary Public

My Commission Expires: October 1, 1997

b:\severna.dec (condo.003)
07/21/94

**WARTZMAN, OMANSKY, BLIBAUM, SIMONS,
STEINBERG, SACHS & SAGAL, P.A.**
341 NORTH CALVERT STREET
BALTIMORE, MARYLAND 21202
(410) 685-0111

EXHIBIT A

DESCRIPTION

BOOK 6731 PAGE 472

5.5034 ACRES

SEVERNA ENCLAVE CONDOMINIUM

THIRD (3RD) ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a point on the northerly side of Benfield Road (a variable width right-of-way) at the beginning of the first (1st) or North 16 degrees, 26' 26" East 471.97 foot line of a conveyance from Street Venture Inc., a Maryland corporation to Street Venture Limited Partnership, a Maryland limited partnership by deed dated December 9, 1985 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4001 at Folio 442; thence leaving said line and running with and binding on said line and the outline of said conveyance as now surveyed.

1. North 16 degrees 17' 27" East, 471.87 feet to a point; thence
2. South 77 degrees 28' 07" East, 394.49 feet to an iron pipe found; thence
3. South 20 degrees 03' 38" West, 139.98 feet to a point; thence
4. South 77 degrees 28' 07" East, 240.00 feet to a point on the westerly line of Jumpers Hole Road (a variable width right-of-way); thence running southerly with and binding on said road
5. South 20 degrees 03' 38" West, 250.15 feet to a point; thence
6. South 59 degrees 13' 05" West, 38.51 feet to a point; thence
7. North 83 degrees 06' 39" West, 551.46 feet to an iron pipe found; thence
8. 37.66 feet along the arc of a curve deflecting to the right having a radius of 2824.36 feet and a chord bearing and distance of North 82 degrees 43' 44" West 37.66 feet to the point of beginning, containing 239,729 square feet or 5.5034 acres of land more or less.

Being all of the lands described in the aforementioned conveyance to Street Venture Limited Partnership by deed dated December 9, 1985 and recorded among the aforesaid Land Records in Liber 4001 at Folio 442.

Subject to any and all easements, rights-of-way, covenants and restrictions of record or imposed by law.