

Declaration by Harbor Walk Associates Joint Venture

THIS DECLARATION, made this 14th day of *March*, 1980, by HARBOR WALK ASSOCIATES JOINT VENTURE, a Maryland joint venture, hereinafter referred to as “Declarant”, WITNESSETH:

WHEREAS, Declarant is the owner of a tract of land located in Baltimore City, Maryland described in Exhibit A attached hereto and made a part hereof.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and such other areas as may be subjected to this Declaration by Declarant, and for the maintenance of said common lands and facilities; and, to this end, desires to subject the real property described in Exhibit “A” to the covenants, restrictions, easements, conditions, reservations, charges and liens (sometimes referred to as the “Covenants and Restrictions”) hereinafter set forth, each and all of which are for the benefit of said real property and each owner thereof and constitute a scheme of development; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities of said community, to create an agency to which shall be delegated and assigned the powers of maintaining and administering the community properties and facilities, enforcing the Covenants and Restrictions, and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated or intends to incorporate under the laws of the State of Maryland, a nonprofit, nonstock corporation, HARBOR WALK TOWN HOUSE ASSOCIATION, INC., for the purpose of exercising the functions aforesaid; and

WHEREAS, all or portions of the properties described in Exhibit “A” have heretofore been subjected to certain covenants, conditions, restrictions, liens and charges recorded or to be recorded in the Land Records of Baltimore City.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions established by this Declaration, the same to run and bind with the land and to bind and to inure to the benefit of all parties having any right, title, or interest in the Properties hereinafter defined (or any other land burdened or benefited by this Declaration) or any part thereof, their personal representatives, successors and assigns.

Article I Definitions

Section 1. “Declarant” shall mean and refer to HARBOR WALK ASSOCIATES JOINT VENTURE and such persons or entities to whom it may assign its right and duties hereunder, in whole or in part.

Section 2. “Association” shall mean and refer to HARBOR WALK TOWN HOUSE ASSOCIATION, INC., a nonprofit, nonstock corporation without capital stock formed under the laws of the State of Maryland, its successors and assigns.

Section 3. “Owner” shall mean and refer to the holder of record title to the fee simple interest in any Lot or the record holder of the leasehold owner’s interest under a perpetually renewable ground lease, whichever is applicable. The term “Owner” does not include (i) mortgagees or other holders of an interest in a Lot for purposes of security during any period that such persons are not in possession of the Lot, or (ii) the holder of the landlord’s reversionary interest under a perpetually renewable ground lease.

Section 4. “Properties” shall mean and refer to that certain real property described in Exhibit A hereof and such additions thereto as may hereafter be subject to this Declaration.

Section 5. “Common Area” shall mean all real property (including the improvements thereto) and all interests therein (including, without limitation, leasehold interests, easements, and any other interests in real property) owned by the Association for the common use and enjoyment of the Owners. The Common Area, to be owned by the Association at the time of the conveyance of the first Lot, is described in Exhibits B₁ and B₂ and outlined in red, attached hereto and made a part hereof.

Section 6. “Lot” shall mean and refer to those parcels of land designated by numbers as lots on Exhibit B₁ and B₂, together with the improvements thereto and, to the extent of any annexation pursuant to Article X hereof, those parcels of land designated on Exhibit C.

Section 7. “Utility” or “Utilities” shall mean and refer to water, sanitary sewer, natural gas, electricity, telephone service, storm drainage, solid waste collection, street cleaning, snow removal, fire and police protection, and any other utility or other service now or hereafter furnished to the Properties or Lots by any unit of local government, by any utility or public service company, or by the Association.

Section 8. “Mortgage” shall mean any mortgage or deed of trust encumbering any Lot, and any other security interest therein existing by virtue of any other form of security instrument or arrangement used from time to time in the locality of the Association (including by way of example rather than of limitation, any such other form of security arrangement arising under any deed of trust, sale and leaseback documents, lease and leaseback documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the provisions of the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

Section 9. “Mortgagee” shall mean the party secured by a Mortgage.

Article II Common Area

Section 1. **Conveyance of the Common Area.** Prior to the conveyance of the first Lot, Declarant shall convey to the Association by special warranty deed the Common Area described in Exhibits B1, and B2 hereof. Additional Common Areas may be conveyed from time to time by Declarant to the Association.

Section 2. Designated Easement Areas. All of the Common Area consists of Designated Easement Areas (as the same are shown on Exhibits B1, and B2 and outlined in red) on, over, and under which the Association and each Owner have the rights of ingress and egress, and for utilities, there described. The Association shall at its expense maintain, repair, and replace within the Designated Easement Areas all private drives, parking areas, sidewalks, and utility structures or facilities that are not owned by or have not been dedicated to a unit of government or a utility company. However, an Owner, at its expense, shall maintain, repair and replace within the Designated Easement Area any private drives, parking areas, sidewalks and utility structures or facilities that are not owned by or have not been dedicated to a unit of government or a utility company which are solely for the benefit of his Lot.

Section 3. Utility Easements Granted to Units of Government or Utility Companies Providing Utilities. There is hereby granted to any unit of government, or any utility company providing any utilities to the Properties, a right and easement of ingress and egress to all facilities or structures housing or used in connection with such utilities, together with a right to view (including the reading of any meters), to enable it to construct, maintain, repair, and replace such facilities or structures. To the extent practicable, said easement(s) shall be exercised by use of the areas within the boundaries of the Designated Easement Areas. However, to the extent necessary, said easement(s) may be exercised by use of any other areas in the Properties; provided, however, that said easement(s) shall not be exercised within any area of a Lot on, over, or under which a residence has been located. To the extent that the Association may be responsible for the construction, maintenance, repair, or replacement of any such utility facilities or structures (that is, to the extent that any unit of government or any utility company is not responsible for such maintenance, repair, or replacement) there is hereby granted to the Association the same easement(s) as have heretofore been described in this Section. Any damage to the Properties resulting from the exercise of the aforesaid easement(s) shall be repaired by the party causing the same.

Article III Owners' Rights in Common Area

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use in common of the recreational facilities (the "Recreational Facilities") situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the Recreational Facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations, or until such infraction is corrected; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer approved by two-thirds (2/3) of each class of Owners and approved by Baltimore City has been recorded.

Section 2. **Delegation of Use.** Any Owner may delegate his right of enjoyment to the Common Area and the Recreational Facilities, if any, to members of his family, his tenants, or contract purchasers who reside on the Lot owned by him, and invitees of the foregoing, all subject, however, to Owner's responsibilities.

Section 3. **Encroachment Easements.** There shall be reciprocal appurtenant easements of encroachment as between each Lot and each portion of the Common Area adjacent thereto due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon, provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

Section 4. **Rights Reserved to Declarant.** Notwithstanding anything to the contrary herein provided, Declarant shall have the right to utilize any Lot owned by it and any reasonable portions of the Common Area for such purposes and in such manner as Declarant may reasonably require with respect to the construction, promotion and sale of its proposed developments upon the Properties including, but not limited to, the right to display, establish and maintain general administrative sales offices, parking areas for its employees, agents, representatives and prospective customers, and advertising signs or other materials. The rights herein reserved shall terminate when the last Lot is sold, including Lots in additional development areas within the Otterbein Urban Renewal Area which the Declarant may annex and subject to the provisions of the Declaration.

Section 5. **Land Use and Building Type.**

(a) The land in said tract and any Lot or Lots now or hereafter laid out thereon by Declarant, its successors and assigns, shall be for one-family residential, non-commercial and non-industrial uses only, except as hereinafter expressly provided. The Declarant, however, for itself, its successors and assigns, reserves the right (subject to approval by the Mayor and City Council of Baltimore) prior to sale and transfer of any Lot, pursuant to a recorded resubdivision plot, to alter, amend and change any Lot lines or subdivision plan.

(b) Nothing herein contained shall prohibit any resident family member from practicing, for profit or otherwise, any of the arts (which shall include, but not be limited to: ceramics, music, painting, photography, sculpture, and the like), any handicraft or homecraft (which shall include, but not be limited to: embroidery, weaving, sewing, woodworking, carving, candle making, and the like) or any profession (which shall include, but not be limited to: accounting, architecture, dentistry, law, medicine, the ministry, psychiatry and the like), provided that such activity does not involve the regular employment, with or without a salary, of more than one (1) secretary, assistant or helper who is not a resident family member, and provided further that such activity does not involve offensive, disagreeable or noxious sounds, noises, odors or smells, or any unusual congestion of clients, patients, patrons or customers outside the residential improvements hereby granted, detrimental to the peaceful use and quiet enjoyment of the other residential properties in its vicinity. In the event of a dispute, the matter shall be submitted to the Board of Directors of the Association for arbitration.

(c) All buildings, structures and other improvements upon the Lot hereby granted shall be kept, maintained and preserved in conformity with the architectural drawings, plans and specifications heretofore approved therefor by the City of Baltimore, Department of Housing and Community Development for the construction of the Properties.

(d) Any and all additions, alterations or other changes to the buildings, structures and other improvements upon the realty hereby granted affecting the exterior appearance thereof shall be subject to the prior written approval of the Association.

(e) No building, structure or other improvement upon the Lot hereby granted shall be demolished, razed, torn down or removed unless rebuilt and replaced within eighteen (18) months thereafter and only for the same use, and in substantially the same form and design, or in a form and design compatible with other improvements existing at the time.

(f) Any and all new buildings, structures and other improvements, and any and all replacement buildings, structures and other improvements, shall be subject to prior written approval of the Association.

(g) Any tool shed outbuildings, or shacks shall be subject to the prior written approval of the Association.

(h) No permanent clothesline structure or similar fixture in pipe, rail, wooden pole or planking, with or without wires, ropes or lines, shall be placed, constructed, erected, kept or maintained on any Lots.

(i) No personal or recreational vehicles, trailers, or camper bodies or any portion thereof, any boat or permanently erected tent, nor abandoned vehicles shall be placed or stored on any part or parcel of the Lot or Common Area except in garages; however, with the prior written approval of the Association, they may be placed in the designated parking areas. A vehicle shall be considered abandoned if placed or stored in the same position or general locality in excess of thirty (30) days.

(j) All waste, garbage, trash, debris and refuse deposited, placed and held outside the residential structures shall be deposited, placed and held only in closed containers of such design, construction, quality and condition as to prevent any escape therefrom, any emission of offensive, disagreeable or noxious odors and smells, any attraction to or enticement of vermin and pests, and any hazard to health and safety. The Association may, in its discretion, adopt reasonable Rules and Regulations relating to the size, shape, color, number, type and manner of storage of such containers.

(k) No part or parcel of the Properties shall be fenced, walled or otherwise enclosed except in such manner and out of such materials as approved by the Association.

(l) No signs, billboards, or advertising devices of any kind shall be placed, installed or affixed upon the Properties, provided that nothing herein contained shall prohibit the placing, installation or affixing, in the immediate vicinity of an entrance to the residential structure hereby granted, or a name plate, not to exceed twelve inches (12") in length and six inches (6") in height, setting forth in plain and simple lettering the name of any current resident or residents, with or without professional, trade or vocational designations, and no more. Notwithstanding the foregoing with the prior written consent of Declarant, and during the construction and/or sales period, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by Declarant, or its assigns, or any part of the Properties and on or in any building or structure now or hereafter erected thereon.

(m) No livestock, poultry, or other animal, bird or insect of any kind shall be raised, bred or kept within any Lot, either temporarily or permanently (provided, that two (2) or

fewer dogs, cats or other household pets may be kept within any Lot if not kept, bred, or maintained thereon for any commercial purpose) and subject to size and weight restrictions imposed by the Board of Directors.

(n) After the expiration of five (5) days' notice, the Association, at the expense of the Owner, may take such steps as necessary to eliminate any violations.

Article IV Party Walls

Section 1. **General Rules of Law To Apply.** Each wall which is built as a part of the original construction of the residences upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner(s) thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any Owner(s) to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions or the right to support.

Section 4. **Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. **Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. **Arbitration.** In the event of any dispute arising under the provisions of this Article, the matter shall be submitted to the Board of Directors of the Association, who shall decide the dispute and whose decision shall be final and conclusive on all parties.

Article V Membership and Voting Rights

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership, as set forth in the Articles of Incorporation and the By-Laws.

Article VI Covenants For Maintenance And Other Assessments

Section 1. Creation of Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to be a member of and to pay to the Association: (1) Annual Assessments or charges, (2) Special Assessments for capital improvements, and (3) Reimbursement for expenses incurred by the Association for the benefit of any Owner as herein provided. All such Assessments and Reimbursements shall be established and collected as hereinafter provided. The Annual and Special Assessments, together with interest at the rate provided in Section 9 of this Article VI, costs, and reasonable attorneys' fees incurred in connection with collection of Assessments not paid when due, shall be a personal obligation of each Owner and a charge on each respective Lot and shall be a continuing lien upon each respective Lot against which each such Assessment is made. Each such Assessment, together with interest, expenses of collection, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when payment of the Assessment (or installment thereof) fell due. The personal obligation for delinquent assessments (or installments on account thereof) shall not pass to his successors in title unless expressly assumed by them. Notwithstanding any other provision of this Declaration, Declarant shall only be required to pay, with respect to any unimproved or unoccupied Lot owned by it, an amount equal to twenty-five percent (25%) of the Annual Assessment and any Special Assessment which the Association has levied for each Lot owned by a party other than Declarant. (Declarant shall pay the full amount of such Annual and Special Assessments with respect to any occupied Lot owned by Declarant.)

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the Properties; for the improvement and maintenance of the Common Area (and of the Lots and the exterior of the houses situated upon the Properties under the circumstances described in Article IX); and for the cost of the utilities described in Section 8 of this Article.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment shall be One Hundred Twenty-five Dollars (\$125.00) per Lot.

(a) From and after January 1 of the year immediately following the year in which occurs the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased by the Association each year by not more than ten percent (10%) above the maximum Assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the year in which occurs the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased more than ten percent (10%) above the prior year's Annual Assessment by a vote of a Majority of the Owners at a meeting duly called for this purpose or at any Regular or Annual Meeting.

(c) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such Assessment in excess of Two Thousand Dollars (\$2,000.00) shall have the assent of a Majority of the votes of the members at a meeting duly called for this purpose or at any Regular or Annual Meeting.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written Notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) days nor more than fifteen (15) days in advance of the meeting. At the first such meeting called, the presence of one or more Voting Representatives whose respective votes constitute, in the aggregate, more than twenty-five percent (25%) of the total number of votes which are then eligible to vote, shall be required for and shall constitute a quorum. If the required quorum is not present, the meeting may be adjourned from time to time to a date and time certain, without further notice to any Owner or Proxy Holder. So long as a quorum exists at the date, time and place to which such meeting is so adjourned, any business may be transacted thereat which might have been transacted at the meeting as originally called, but no other business may be transacted thereat.

Section 6. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis, or as determined by the Association.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of any of the Common Area by Declarant to the Association. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period (but this shall not be required in the case of the first Annual Assessment). Written notice of the Annual Assessment together with the bill shall promptly be sent to every Owner.

All Assessments shall be due and payable in full within thirty (30) days of the levy date or paid in installments on such dates as may be fixed by the Board of Directors. If the Board of Directors should for any reason fail in the manner and within the time above stipulated to fix the Annual Assessment for any year, the Assessment (and the due dates) for that year shall automatically be the same as for the preceding year, subject, however, to possible subsequent action by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A certificate of the Association executed by the President or a Vice President of the Association as to the status of payment therein of Assessments on a Lot is binding upon the Association in the case of third parties acting as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment or installment thereof not paid within thirty (30) days after the due date therefor shall bear interest from the due date at the lesser of (i) the rate of twelve percent (12%) per

annum, or (ii) the highest rate of interest which from time to time is permitted by applicable law to be charged with respect to the same. In this event, the Lot Owner shall be deemed to be in default and after a ten (10) day written notice to the Owner and Mortgagee, the Association may, at its election (a) sue at law for the unpaid Assessment plus interest thereon and attorneys' fees, (b) suspend the defaulting Owner for the use of all Common Areas until the default is cured, (c) foreclose on the Lot in accordance with the procedure hereinafter set forth. The foregoing rights are separate or cumulative at the election of the Association. No Owner may claim the abandonment or non-use of any Common Area as a defense for nonpayment of Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Notice of Lien. No action shall be brought to foreclose any lien for Assessment or to proceed under the power of sale herein below provided until an Owner is in default for nonpayment and until after a ten (10) day written notice to the Owner of said Lot and Mortgagee that a lien is being levied and a copy thereof is recorded by the Association in the Office of the Clerk of the Circuit Court for Baltimore City. The notice of claim must contain a good and sufficient legal description of any such Lot, the name and last known address of the record Owner or reputed Owner thereof, the amount claimed including interest on the unpaid Assessment at the rate above specified, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien, and the name and address of the Association.

Section 10. Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of the laws of the State of Maryland, applicable to mortgages and deeds of trust containing powers of sale, or in any other manner permitted by law. Such power of sale shall be deemed granted by each Owner to the person who from time to time is serving as President or Vice President of the Association. The Association, through or by its duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

Section 11. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to execute an appropriate release of such claim, upon payment by the defaulting Owner, the amount due and interest, a release fee not to exceed Fifteen Dollars (\$15.00) and a reasonable attorney fee if the matter was referred to counsel.

Section 12. Subordination of Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage which has been properly recorded prior to such Assessments, subject to the provisions of this section. Sale or transfer of any Lot shall not affect the Assessment Lien or relieve such Lot from liability for any Assessment thereafter becoming due or from the lien therefor. The Association reserves the right to subordinate its Assessment Lien to the lien of a mortgage.

Section 13. Subordination of Lien to Land Development and Construction Mortgages and Deeds of Trust. The lien of the Assessments provided for herein shall be subordinate to the legal operation and effect of any bona fide mortgages or deeds of trust which have or will be executed by the Declarant for the purpose of obtaining financing for the purchase of the Properties and the installation of the roads, sewers, storm drains, water lines and other utilities in the Properties and the construction of any improvements to be made to the Properties,

including the construction of townhouse units and appurtenances. It is expressly agreed by the Declarant that any Mortgagee of the type described herein and its nominee or trustee shall not be required to pay any Assessment provided for in this Declaration nor shall it or they be required to perform any of the obligations imposed by this Declaration, except in those instances and after when such Mortgagee becomes the Owner. This section shall not, however, be applicable to any bona fide transferee at foreclosure or by deed in lieu of foreclosure (including a third party purchaser, any holder of any such lien or its nominee) of the interest of any Mortgagee upon the Properties, it being the intention that any such transferee shall be bound by the provisions of this Declaration.

Article VII Duties And Powers Of The Association

In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Own, maintain, and manage all of the Common Area and all facilities, improvements and landscaping thereon, and all property acquired by the Association, and pay all the costs thereof;
- (b) Pay all real and personal property taxes and other charges assessed against the Common Area;
- (c) Have the authority to obtain, for the benefit of the Properties and the Common Area, all utility services;
- (d) Have the authority, subject to the approval of the Owners as provided in Article III, Section 1(c), to grant easements where necessary for utilities in the Common Area to serve same and the Lots;
- (e) Maintain such policy or policies of insurance on the Common Area as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association, its Directors and its members;
- (f) Have the authority to employ a manager or other persons, and to contract with independent contractors or managing agents, to perform all or any part of the duties and responsibilities of the Association;
- (g) Enforce applicable provisions of this Declaration and the By-Laws of the Association and establish and enforce uniform rules and regulations pertaining (i) to the use of the Common Area and the Recreational Facilities thereon and (ii) to any utilities now or hereafter furnished to the Properties.

Article VIII Architectural Control

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made to any existing improvements until plans and specifications in form and content acceptable to the Association showing the nature, kind, shape, heights, color, materials, and location of the same shall have been submitted to and approved in writing by the Association, or by an architectural

committee composed of three (3) or more persons appointed by the Board of Directors of the Association. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will be conclusively presumed to have been given and this Article will be deemed to have been fully complied with. Notwithstanding the foregoing, the provisions of this Article VIII, "Architectural Control", shall not apply to or be binding upon the Declarant. At the request of an Owner, the Association shall issue a certificate of compliance with the provisions of this Article.

Article IX Exterior Maintenance

In the event an Owner of any Lot in the Properties shall fail to maintain the Lot and the improvements situated thereon in a safe, clean and sanitary condition satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, following at least thirty (30) days written notice to such Owner and Mortgagee to enter upon said Lot and to maintain, repair, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall constitute a reimbursable expense immediately due and payable by the Owner to the Association, levied, assessed and collectible as herein provided.

Article X General Provisions

Declarant reserves the right, from time to time, to subject to the terms and conditions hereof, additional properties lying within the Inner Harbor West Urban Renewal Area which shall be accomplished by executing and recording a supplemental Declaration hereto, which additional properties shall thereupon become subject to all the terms and conditions hereof.

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all easements, restrictions, covenants, conditions, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any of the same shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one (1) or more of the provisions of this Declaration by judgment or court order shall in no wise affect any other provisions, all of which shall remain in full force and effect.

Section 3. Amendment. The provisions of this Declaration shall run with and bind the land, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years and until three-fourths (3/4) of the members vote to terminate this Declaration at any time after termination of the initial thirty-five (35) year term. This Declaration may be amended during the first thirty-five (35) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded. No amendment may alter or affect any rights granted hereunder to Declarant, any unit of government, any utility company, or any other third party who is not an Owner, without the prior written consent of such party. Notwithstanding the foregoing, no amendment affecting assessments, any property right, the

right of any Owner to have, use or enjoy any easement or to use the Common Area, or the vested right of any party secured by a mortgage or deed of trust shall be valid or of any effect unless such amendment has been approved in writing by each party having any such right or interest.

Section 4. **Notices.** Any notice required to be sent to any member or Owner or Mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last address of such member or Owner or Mortgagee appearing on the records of the Association at the time of such mailing.

Section 5. **Gender and Number.** Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural, and words in the plural shall include the singular.

Section 6. **Caption and Headings.** The captions and headings throughout this Declaration are for convenience and reference only; and the words thereof shall in no respect be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provision of or the scope or intent of this Declaration, or in any way to affect this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in its behalf by its duly authorized President and its seal to be hereunto affixed and attested by its duly authorized Secretary the day and year first hereinabove set forth.

DECLARANT

ATTEST:

HARBOR WALK ASSOCIATES JOINT VENTURE

By: HARKINS ASSOCIATES, INC.
JOINT VENTURE PARTNER

By: _____
James I. Humphrey, President

Maryland National Bank of Maryland and Lawrence J. Grady, Jr. and Paul E. Culley, II, trustees for Maryland National Bank, beneficiary under a certain deed of trust dated October 23, 1979, by and between Declarant and the aforesaid trustees, join in the execution of this Declaration for the sole purpose of granting consent to the recordation of the foregoing declaration among the Land Records of Baltimore City and subjecting the real properties conveyed by such deed of trust to the terms and conditions thereof.

BENEFICIARY:

MARYLAND NATIONAL BANK

By: _____ (SEAL)
Margaret T. Everett

TRUSTEES:

_____ (SEAL)
Lawrence J. Grady, Jr.

_____ (SEAL)
Paul E. Cully, II

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 11th day of March, 1980, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared James I. Humphrey, President of Harkins Associates, Inc., General Partner of Harbor Walk Associates Joint Venture, a Maryland Joint Venture, and acknowledged under oath that he executed the foregoing Declaration in such capacity in behalf of said Joint Venture, and who signed and sealed the same in such capacity in behalf of said corporation in my presence.

AS WITNESS my hand and Notarial Seal.

Nancy Carol Harvy
Notary Public

My Commission Expires: 7-1-82

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 14th day of March, 1980, before me, a Notary Public of said State, personally appeared Margaret T. Everett, Mortgage Loan Officer of the Maryland National Bank, known to me, (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and who, in my presence, signed and sealed the same and acknowledged that he executed the same for the persons therein contained, as the duly authorized

Mortgage Loan Officer of said corporation, by signing he name of said corporation by himself as Mortgage Loan Officer.

AS WITNESS my hand and Notarial Seal.

Mary G. Hoen
Notary Public

My Commission Expires: *July 1, 1982*

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this *14th* day of *March*, 1980, before me, a Notary Public of said State, personally appeared Lawrence J. Grady, Jr., trustee for the Maryland National Bank, known to me (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and who, in my presence, signed and sealed the same and acknowledged that he executed the same for the purposes therein contained, as the duly authorized trustee of said corporation, by signing his name as trustee.

AS WITNESS my hand and Notarial Seal.

Mary G. Hoen
Notary Public

My Commission Expires: *July 1, 1982*

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this *14th* day of *March*, 1980, before me, a Notary Public of said State, personally appeared Paul E. Culley, II, trustee for the Maryland National Bank, known to me (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and who, in my presence, signed and sealed the same and acknowledged that he executed the same for the purposes therein contained, as the duly authorized trustee of said corporation, by signing his name as trustee.

AS WITNESS my hand and Notarial Seal.

Mary G. Hoen
Notary Public

My Commission Expires: *July 1, 1982*

Exhibit A

TRACT I

Lot No. 57, Section 1, Otterbein Project Subdivision Plan recorded among the Land Records of Baltimore City in Plat Pocket Folder R.H.B. No. 2616, and now resubdivided and known as Lots 57, 65, 66, 67, 68, 69, 70, 71, and 72 as shown on a Plat entitled “Otterbein Project Amended Final Subdivision Plan, Section 1, as revised through April 26, 1979”, said Plat being recorded among the Land Records of Baltimore City in Plat Pocket Folder WA No. 2649.

BEING the same property which by a deed of even date herewith recorded or intended to be recorded among the Land Records of Baltimore City prior hereto was granted and conveyed by Mayor and City Council of Baltimore to Harbor Walk Associates Joint Venture.

TRACT II

Lots 2 through 21 and Lots 23 through 41, both inclusive, as shown on a Plat entitled “Final Subdivision - Lot 11, Inner Harbor West Project” dated September 24, 1979 and recorded among the Land Records of Baltimore City in Plat Pocket Folder WA No. 2679.

BEING the same property which by a deed of even date herewith recorded or intended to be recorded among the Land Records of Baltimore City prior hereto was granted and conveyed by Mayor and City Council of Baltimore to Harbor Walk Associates Joint Venture.

Exhibit B1

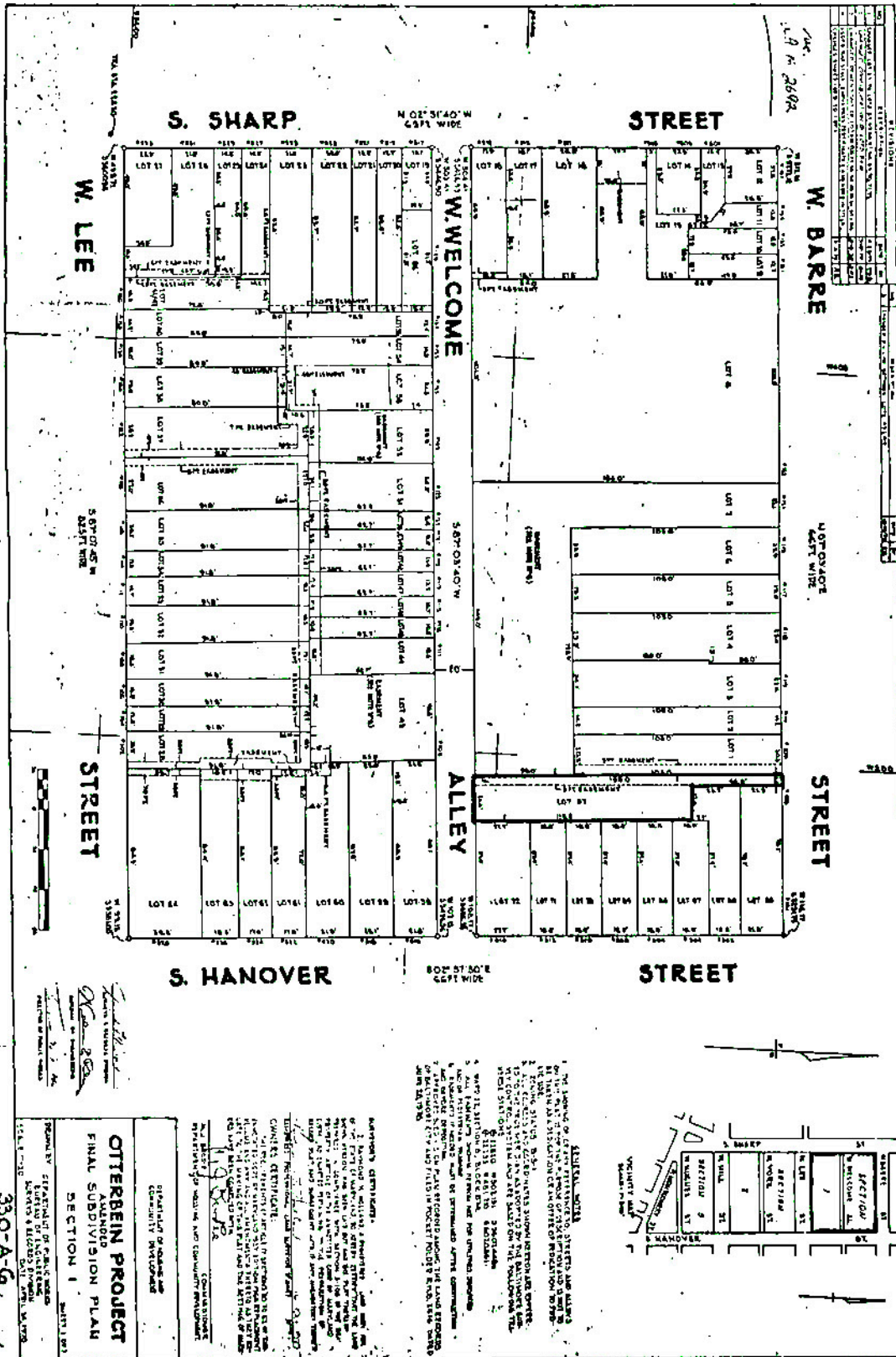


Exhibit C

INNER HARBOR WEST PROJECT and INNER
HARBOR PROJECT I URBAN RENEWAL AREA

Lots 19B, 19C, 19E, 19G, 19H, 19J, 19I

OTTERBEIN PROJECT, FINAL SUBDIVISION PLAN

(Portion of Development Area 12, Inner

Harbor West Project)

Lot 32 Section 2