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SECOND AMENDED AND RESTATED DECLARATION ESTABLISHING A PLAN  
FOR CONDOMINIUM OWNERSHIP FOR BELT'S LANDING,  
A CONDOMINIUM

THIS SECOND AMENDED AND RESTATED DECLARATION ("Declaration") is made as of this 24<sup>th</sup> day of September, 1992 by the undersigned, representing the owners, legal and beneficial, and Mortgagees (as hereinafter defined) of certain real property located in Baltimore City, Maryland.

INTRODUCTORY STATEMENT

A. By a Declaration Establishing a Plan for Condominium Ownership to be known as Belt's Wharf Landing, a Condominium, recorded among the Land Records of Baltimore City, Maryland (the "Land Records") at Liber S.E.B. No. 2812, folio 89, (the aforesaid Declaration being referred to as the "Original Declaration"), and pursuant to that condominium plat consisting of 17 pages prepared by Whitney, Bailey, Cox and Magnani entitled "Condominium Plat, Belt's Wharf Landing, a Condominium," which is recorded as aforesaid at Condominium Plat Liber S.E.B. No. 271 (the "Condominium Plat"), Fell Street Joint Venture, as "Developer", submitted pursuant to the Annotated Code of Maryland certain therein described property (the "Property") to a condominium regime known as the Belt's Wharf Landing Condominium (the "Condominium").

B. The Developer was the fee Owner of certain Property located in Baltimore City, Maryland, as described in Exhibit A attached hereto and shown on the Condominium Plat.

C. The Developer constructed on the land that is part of the Property, two buildings, one of which is located on a fast land "pier" and contains ten "townhome" style dwelling units and parking, and a second mixed use building which contains (i) approximately 92 "townhome" style or "apartment" style dwelling units, (ii) two commercial units, and (iii) garage parking spaces.

D. The Developer established a plan for the individual ownership of the "Units" as hereinafter defined, and the co-ownership by the individual and separate owners thereof, as tenants in common, without the right of partition, of all of the remaining real property contained in said development.

E. Pursuant to a Deed of Trust dated January 11, 1988 and recorded in the Land Records at Liber S.E.B. No. 1581, folio 527, et seq., as amended, the Developer granted to certain trustees for the benefit of Maryland National Bank ("MNB") all of the property that is subject to the condominium.

F. Default under the said Deed of Trust having occurred, MNB instituted foreclosure proceedings in the Circuit Court for Baltimore City, Case No. 92022032/CE143164, and David H. Fishman and Charles E. Brodsky ("Trustees"), trustees for the benefit of MNB, sold all of the Property then subject to the Deed of Trust except for those portions shown and described on

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the Condominium Plat as Unit 101 and Parking Units P-178 and P-179 at foreclosure sale on March 27, 1992.

G. The foreclosure sale of the Property was ratified by Order of the Circuit Court for Baltimore City dated May 1, 1992.

H. Belt's Wharf Landing Limited Partnership (the "Partnership") was substituted as purchaser of the mixed use building referred to in Recital "C" above by Order of the Circuit Court for Baltimore City dated August 5, 1992 and acquired title thereto by Trustees' Deed dated August 13, 1992 and recorded prior hereto among the Land Records.

I. The Original Declaration and Bylaws have heretofore been amended by the recordation prior hereto among the Land Records of an Amended and Restated Declaration Establishing a Plan for Condominium Ownership for Belt's Landing, a Condominium, dated August 17th, 1992 (the "Amended Declaration").

J. Pursuant to Section 10 of the Amended Declaration, the Amended Declaration may be amended with the consent of Unit Owners representing at least eighty percent (80%) of the total votes assigned to all Units but the percentage interests in the Common Profits, Common Expenses and Common Elements may be changed only with the unanimous consent of all Unit Owners and Mortgagees.

K. Pursuant to Section 10 of the Amended Declaration the Bylaws may be amended by the Council with the consent of Unit Owners representing at least sixty-seven percent (67%) of the total votes assigned to all Units.

L. On the date hereof, the undersigned collectively own in excess of eighty percent (80%) of the legal and beneficial interests in the Units in the Condominium and are in excess of eighty percent (80%) of the Mortgagees as defined in the Amended Declaration and desire to amend the Amended Declaration and the Bylaws and to restate the same in their entirety as hereinafter set forth.

NOW, THEREFORE, the undersigned declare that the Amended Declaration shall be amended and restated in its entirety as follows:

1. DEFINITIONS.

A. "Building" means, collectively, the Pier Building and the Fell Street Building.

B. "Bylaws" means collectively or separately as the context requires, the Council Bylaws or the Subcouncil Bylaws.

C. "Commercial Sign" has the meaning ascribed to it by the provisions of Section 5 C(x).

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D. "Commercial Unit" has the meaning ascribed to it by the provisions of Section 4.

E. "Common Elements" means all areas of the Property, except the Units.

F. "Condominium Act" means the Maryland Condominium Act codified as Title 11 of the Real Property Article of the Annotated Code of Maryland.

G. "Condominium Documents" means this Second Amended and Restated Declaration, the Bylaws (as amended and attached hereto as Exhibit D-1 and D-2 as the context requires), the Rules and Regulations (the initial forms of which are attached to the respective Bylaws) and the Condominium Plat as the same may be amended from time to time.

H. "Council" means the Council of Unit Owners.

I. "Council Bylaws" means those Bylaws attached hereto as Exhibit D-1 as the same may be amended in accordance herewith.

J. "Council of Pier Unit Owners" or "Subcouncil" means the separate entity called "Pier Unit Owners of Belt's Landing Condominium", which is an unincorporated association formed to govern and administer the affairs of the Pier Unit Owners, comprised of the Owners of the Pier Units.

K. "Council of Unit Owners" means "Belt's Landing, a Condominium, Incorporated" which is formed to govern and administer the affairs of the Condominium.

L. "Courtyards" means (i) "Gibson's Courtyard" and "Belts' Courtyard", each of which are located on the first level immediately above the parking garage within the interior "Courts" of the Fell Street Building and (ii) "Fells Courtyard", which is located immediately behind Unit 101. Each of the Courtyards are more specifically located on the Condominium Plat, and may contain landscaping, benches, lighting and other features appropriate for an "open space" amenity.

M. "Declaration" means this Second Amended and Restated Declaration.

N. "Developer" means Fell Street Joint Venture, a Maryland joint venture, its successors, and each person or entity to whom any Developer shall expressly assign its rights as the Developer hereunder in the manner set forth in Section 19.

O. "Eligible Mortgage Holder" has the meaning ascribed to it by the provisions of Section 13.

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P. "Fell Alley" means the private alley adjacent to the Fell Street Building on the northern perimeter of the Property, as further shown on the Condominium Plat.

Q. "Fell Street Building" means that building which is in the approximate configuration of an "E" located adjacent to Fell Street and containing, inter alia, Units as designated on Exhibit B attached hereto (including Residential Units, Commercial Units, and Parking Units).

R. "Fell Street Limited Common Elements" means those Limited Common Elements identified herein in Section 5(C)(v) as reserved for the exclusive use of all of the Owners of Residential Units in the Fell Street Building.

S. "Fell Street Unit Owner" means a Unit Owner of any Unit other than (or in addition to) a Parking Unit in the Fell Street Building.

T. "Fell Street Units" means Residential Units and Commercial Units, but not Parking Units, located in the Fell Street Building.

U. "General Common Elements" means all the Common Elements except the Limited Common Elements.

V. "Limited Common Elements" means those Common Elements identified in the Declaration or on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners, as further provided in Section 5.C.

W. "Marina" means a marina consisting of approximately forty-nine (49) slips, and owned by the Yacht Club and its members.

X. "Mortgage" or "mortgage" shall include mortgages and deeds of trust, provided they are recorded among the Land Records.

Y. "Mortgagee" means the holder or beneficiary of a Mortgage encumbering one or more Unit(s).

Z. "Mortgagee in Possession" means a person who is either (a) a Mortgagee which has possession of a Unit as a result of a default under a Mortgage held by such person, or (b) the Unit Owner of a Unit as a result of the conveyance to such person of the Mortgagor's equity of redemption therein either through a foreclosure proceeding under a Mortgage securing such person and covering such Unit, or a deed in lieu of such foreclosure proceeding.

AA. "Parking Unit" has the meaning ascribed to it by the provisions of Section 4.

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BB. "Person" means any natural person, trustee, corporation, partnership or other legal entity.

CC. "Pier Building" means that building located on a fast land "pier" on the western portion of the site containing ten "pierhome" Residential Units of three stories each and a parking garage containing twenty (20) Parking Units.

DD. "Pier Building Limited Common Elements" means those Limited Common Elements identified in Section 5(C)(vi) as reserved for the exclusive use of Pier Unit Owners.

EE. "Pier Units" means one of the Units numbered 101-110.

FF. "Pier Unit Owner" means a Unit Owner of a Pier Unit.

GG. "Property" has the meaning given it by the provisions of Section 2.

HH. "Residential Unit" has the meaning ascribed to it by the provisions of Section 4.

II. "Subcouncil Bylaws" means the Subcouncil Bylaws attached hereto as Exhibit D-2 as the same may be amended in accordance herewith.

JJ. "Unit" has the meaning ascribed to it by the provisions of Section 4 and includes Residential Units, Parking Units, and Commercial Units.

KK. "Unit Owner" or "Owner" has the meaning ascribed to it in Section 7.D.

LL. "Use" has the meaning given it by the provisions of Section 13.0-2 of the Zoning Ordinance of Baltimore City; provided, that without limiting the generality of the foregoing provisions of this sentence, (a) any activity or purpose deemed by any governmental authority charged with enforcing such regulations to be a "use" for purposes of such regulations, and (b) any purpose for which any Unit is used or occupied, and (c) any activity, occupation, business or operation carried on shall be deemed a "Use".

MM. "Yacht Club" means Belt's Wharf Landing Yacht Club, Inc., a non-stock membership corporation, and its successors and assigns, which owns the riparian rights adjacent to the Property, whose members are entitled to use and enjoy the marina and boat slip situated in such water.

## 2. CREATION OF THE CONDOMINIUM REGIME.

The Property described on Exhibit A and the improvements constructed thereon as shown and further described on the Condominium Plat, and all rights, ways, easements, privileges and appurtenances thereunto

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belonging or in anywise appertaining, including, without limitation, the rights, easements, and rights of way thereto, but exclusive, however, of all riparian rights and privileges, (which land, building and improvements, and appurtenant rights are hereinafter collectively called the "Property") are subjected to a condominium regime pursuant to the Condominium Act.

3. THE NAME OF THE CONDOMINIUM.

This condominium regime shall be known as BELT'S LANDING, a CONDOMINIUM (hereinafter referred to as the "Condominium").

4. DESCRIPTION OF THE CONDOMINIUM.

A. The Condominium shall consist of:

(i) those portions of the Condominium described hereinbelow and known as Units, including Residential Units, Commercial Units and Parking Units, and

(ii) the Common Elements.

B. Units.

(i) Generally.

(a) Each Unit shall be conveyed by reference to the Condominium Plat and to the Unit number designated on the Condominium Plat.

(b) Each Residential Unit located in the Fell Street Building shall have a three digit number assigned to it as shown on the Condominium Plat.

(c) Each Residential Unit located in the Pier Building shall have a three digit number assigned to it as shown on the Condominium Plat.

(d) Each Parking Unit shall be shown on the Condominium Plat and designated by a number which is preceded by the letter "P" followed by a hyphen.

(e) Each Commercial Unit shall be shown on the Condominium Plat and designated by a number which is preceded by the letter "C" followed by a hyphen.

(f) Exhibit B hereto entitled "Schedule of Residential, Commercial and Parking Units" designates those Units which shall be Residential Units, Parking Units or Commercial Units, as the case may be and also designates Pier Units and Fell Street Units as well as Parking Units in the Pier Building and in the Fell Street Building.

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(ii) Residential and Commercial Units.

(a) The Condominium shall contain one hundred two (102) Residential Units and two (2) Commercial Units. A list of the Residential Units and the Commercial Units is set forth on Exhibit B.

(b) Each Residential Unit and Commercial Unit shall consist of all of the following:

(1) The three-dimensional space described by planes and including dimensions as designated on the Condominium Plat and more generally described as the space bounded by and contained within:

aa. Lateral Boundary. The vertical planes shown on the Condominium Plat which intersect with the upper and lower boundaries as shown on the Condominium Plat. The vertical planes coincide with (x) the exterior surface of the drywall partition or other walls or surfaces enclosing the Unit and separating or partitioning same from the exterior of the Building, from exit access corridors, exits, stairways, elevator shafts, trash chutes, balconies and other Common Elements or from other Units, or with (y) imaginary planes connecting the lateral boundaries described in (x) immediately above;

bb. Windows, doors, etc. With respect to any window opening, skylight opening, or doorway opening to any of said walls, the exterior surface of such window, door or skylight, or storm window or storm door or screen set within such opening;

cc. Lower Boundary. The top surface of the concrete floor enclosing such Unit;

dd. Upper Boundary. (i) The lower surface of the bar joists or wooden truss to which the topmost drywall ceiling of a Unit may attach, or (ii) the lower unfinished surface of the concrete ceiling which encloses the Unit, as shown on the Condominium Plat.

(2) All doors, windows, storm doors, storm windows, screens, wires, pipes, meters, sheetrock, plaster, paneling, finished flooring and other portions of the walls, floors or ceilings, interior partitions, pipes, conduits, furnaces, ducts, switches, vents, wiring, fixtures or other facilities for the provision of heat, ventilation, air conditioning, plumbing, electrical power, lighting, telecommunication service (to the extent the ownership is not retained by the company supplying such service), electrical and mechanical equipment, but only to the extent that such installations and facilities are within the Unit and designed for use by that Unit only and are not designated as "Common Elements" under the provisions of Section 5 hereof;

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(3) All improvements contained within the aforesaid three-dimensional space, to the extent such improvements are not designated as "Common Elements" under the provisions of Section 5 hereof.

(iii) Parking Units.

(a) The Condominium shall contain one hundred eighty-nine (189) Parking Units of which twenty (20) shall be located in the Pier Building and one hundred sixty-nine (169) shall be located in the Fell Street Building.

(b) Each Parking Unit shall consist of a three dimensional area described by planes and including the dimensions as designated on the Condominium Plat and more generally described as follows:

(1) the top surface of the concrete floor of the Parking Unit;

(2) the lower unfinished surface or, if finished, the lower finished surface of the concrete or other ceiling of such Parking Unit;

(3) The lateral boundaries are vertical planes which intersect with such upper and lower boundaries at those imaginary lines shown on the Condominium Plat.

(iv) Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, each Unit shall not include any bearing or shear walls, columns and other installations and facilities which are located within said Unit, but which are designated "Common Elements" under the provisions of Section 5 hereof.

(v) Each Unit and the General and Limited Common Elements (as described hereinafter), are more specifically shown on the Condominium Plat aforesaid. This Declaration shall govern where the Condominium Plat is silent or in conflict with the Declaration.

(vi) The Partnership shall be entitled to unilaterally change the designation of any Unit to which it holds legal title from Residential to Commercial Unit or from Commercial to Residential Unit, in each case by recording among the Land Records and amendment to the Declaration and to the Condominium Plat.

(vii) Except as reconfigured or subdivided by the Partnership, no Unit shall be subdivided into two or more Units, nor shall any part of a Unit be sold, leased, mortgaged, rented, conveyed, devised, or in any manner encumbered, disposed of or transferred, but each such Unit shall forever contain the minimum area shown therefor on the Condominium Plat. Notwithstanding the foregoing, Unit Owners may (i) consolidate two (2) or more adjoining Units (including adjoining Units on separate floors) into one (1)

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Unit, or (ii) grant by deed part of a Unit and incorporate it as part of an adjoining Unit if a portion of the percentage interest in the Common Elements, common expenses and common profits of the Condominium (collectively, the "Percentage Interest Factor") of the grantor is granted to the grantee and the grant is evidenced by an amendment to this Declaration specifically describing the part granted, the Percentage Interest Factors reallocated, and the new Percentage Interest Factors of the grantor and grantee. Any such consolidation or subdivision effected pursuant to this paragraph shall be in all respects in compliance with all applicable building, fire and other codes and regulations applicable thereto. The transfer or subdivision, and amendment to this Declaration as aforesaid, may be made without the consent of all of the Unit Owners if the amendment to this Declaration is executed by the Unit Owners and Mortgagees of the Units involved and by the Council of Unit Owners or its authorized designee. Notwithstanding the foregoing, the Partnership may, at any time, and without the consent of the Council of Unit Owners, reconfigure, subdivide and combine Units owned by the Partnership prior to their initial sale to members of the public. Further, the conveyance or other disposition of a Unit by any Unit Owner shall be deemed to include and convey the entire undivided interest of the Unit Owner in the Common Elements, General and Limited, together with all rights and easements appertaining to his Unit, without specific or particular reference to such undivided interest in the Common Elements or the appurtenances to the Unit. Upon any such subdivision, the fee owner of the Commercial Unit being subdivided shall file among the Land Records of Baltimore City an amendment to this Declaration showing the new Percentage Interest Factors for the Commercial Units, as applicable, as subdivided, and the votes which each owner of a Commercial Unit may cast in the Council, and an amendment to the Condominium Plat describing the Commercial Units, as subdivided.

5. THE COMMON ELEMENTS.

A. Common Elements - Generally.

The remaining portion of the Property shall consist of a fee simple estate, which estate is described and referred to herein as the "Common Elements" and includes, but is not limited to (i) the land, and all yards, lawns, gardens, plantings, walkways, and parking and driveway areas thereon or appurtenant thereto; (ii) foundations, pilings, columns, girders, beams, planks, slabs, roofs, partitions, supports, and other structural elements or improvements of the Building, including all exterior walls and partition walls, all bearing walls and columns located within a Unit, all venting systems, if any, contained within the Building; (iii) walkways, communication ways, corridors, stairs (except interior stairs inside a Unit and solely for the benefit of such Unit), and all entrances and exits to and from the Building; (iv) all central and appurtenant installations or utilities and services, including power, light, electricity, telephone, water, sewerage, ventilation, and plumbing, together with all pipes, lines, vent shafts, ducts, wires, cables, conduits, fixtures, facilities, equipment and installations used in connection with the foregoing, including those located within a Unit for the service of two or more Units or for the service of a Unit other than

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the one in which located, but excluding those located within a Unit which exclusively serve such Unit; (v) all tanks, pumps, generators, motors, fans, compressors, controls, devices, installations, machinery, equipment, apparatus and facilities required or deemed advisable for the operation and maintenance of the Common Elements; (vi) patios, balconies and porches, and the exterior wall lamps, if any, designed primarily to illuminate any such patios, balconies and porches; (vii) common storage facilities; (viii) compressors, air handlers and other heating and air conditioning equipment serving common areas; (ix) the exercise room (if any); (x) all other parts of the Property necessary or convenient to the maintenance, care, safety and operation of the Condominium or to the use of the Property by the Unit Owners in common.

Except as otherwise provided by the Condominium Act, the Common Elements shall remain undivided and no Unit Owner shall bring any action for partition.

B. General and Limited Common Elements.

The term "General Common Elements" means and includes all the Common Elements, except the Limited Common Elements. The term "Limited Common Elements" means and includes only those Common Elements which are identified herein or in any amendment hereto, and/or shown on the Condominium Plat, as reserved for the exclusive use of one or more, but less than all, of the Unit Owners. So long as the Partnership retains legal title to any Units, it shall be entitled to redesignate any portion of the General Common Elements as a Limited Common Element appurtenant to one or more Unit within the Property, and/or to assign to any Unit Owner the exclusive right to use any portion of the General Common Elements; thereafter, the Board of Directors shall have such powers.

C. Limited Common Elements.

The Limited Common Elements allocated for the restricted uses of the respective Units are as follows:

(i) The Owner of each Unit, to the exclusion of the Owners of all other Units, has the exclusive right to use and enjoy all pipes, vents, shafts, ducts, wires, cables, conduits, flues, fixtures or any other equipment used in connection with the foregoing which are located outside his Unit but which serve only his Unit.

(ii) The Owner of each Unit, to the exclusion of the Owners of all other Units, has the exclusive right to use and enjoy the doorstep, stoop, yard, patio or balcony adjacent to his Unit, if any, as shown on the Condominium Plat.

(iii) The Owner of each Unit, to the exclusion of the Owners of all other Units, has the exclusive right to use and enjoy the storage locker space, if any, which is shown on the Condominium Plat as being reserved for such Unit (by designating within such storage locker space as

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shown on the Plat the number of the Unit with which it is associated as a Limited Common Element). In the event any Owner shall grant by deed the right to use and enjoy the storage locker space, such deed, when recorded among the Land Records and a copy provided to the Council, shall supersede the Condominium Plat without the necessity for further amendment to the Condominium Plat.

(iv) The Owner of each Unit, to the exclusion of the Owners of all other Units, has the exclusive right to use and enjoy the heat pump, compressor or other such mechanical equipment which may be located outside the Unit but which exclusively serves such Unit.

(v) Subject to the rights of the Pier Unit Owners as hereinafter set forth, the Owners of the Residential Units in the Fell Street Building, to the exclusion of the Owners of all Parking Units, Commercial Units and Pier Units (unless they shall also own Residential Units in the Fell Street Building), have the exclusive right to use and enjoy (a) the Courtyards, (b) the swimming pool and all equipment used in connection therewith, including, but not limited to, filtration equipment; (c) the elevators and all equipment used in connection therewith (except the seventh floor level of the elevator); (d) the Generator Room; (e) the Pool Deck; (f) the sea wall attached to the eastern wall of the Fell Street Building; (g) all Common Elements shown on the Condominium Plat on any floor of the Fell Street Building except for Plat #3 labeled "First Floor and Lower Level Parking; (h) the Community Room in the Fell Street Building; and (i) subject to a right to use in common thereof by members of the Yacht Club, the men's and women's toilet area shown on Sheet 1FP of the Condominium Plat.

(vi) The Owners of the Pier Units, to the exclusion of the Owners of all other Units (unless they shall also own Pier Units), have the exclusive right to use (a) all of those items listed in Section 5(A)(i)-(v), (vii)-(viii) and (x) that are a part of the Pier Building and as shown on the Plat as "Pier Building Limited Common Elements"; (b) the door attached to the parking garage at the opening leading to the Pier Building and any mechanism installed to operate said door, as well as the driving lane separating the Fell Street Building rear garage entrance and the Pier Building garage entrance; (c) the sea wall and bulkheads attached to or adjacent to any part of the northern, western or southern sides of the pier on which the Pier Building is located; and (d) the wood deck promenade constructed around the perimeter of the Pier Building.

(vii) The Owners of Units 701, 702, 703, 704, 705 and 706, to the exclusion of the Owners of all other Units, have the exclusive right to use and enjoy the seventh floor level of the elevator which is located at the northern end of the Fell Street Building and which is further designated on the Plat.

(viii) The Owners of the Commercial Units, to the exclusion of the Owners of the Residential Units and/or Parking Units (unless

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they shall also own Commercial Units) shall have the exclusive right to use a sign (the "Commercial Sign") which shall be not larger than 40 inches by 30 inches and shall be located at or near the intersection of Fell Street and the alley shown on the Plat which extends from Fell Street to the Promenade. The Sign shall be for the purpose of identifying the occupants of the Commercial Units and may also contain an arrow or other information directing pedestrians to the Commercial Units or to the Marina. If not installed by the Developer, the Commercial Sign may be located and installed by and at the expense of the Owners of the Commercial Units on the exterior of the Fell Street Building, or on a free-standing pole in the aforesaid alley, provided such pole does not adversely affect pedestrian or vehicular access over the alley.

(viii) The Owners of the Commercial Units shall have the exclusive right to inscribe or maintain upon the interior or exterior of their windows and doors a sign or signs which is reasonably necessary for the type of use conducted in such Unit.

(ix) Each of the Owners of the Commercial Units shall have the exclusive right to install, use and maintain an awning in front of his Unit, subject to the provisions of Section 3(a) of the Council Bylaws.

6. PERCENTAGE INTEREST.

A. The Owner of each Unit shall own an undivided percentage interest in the Common Elements and a percentage interest in the common profits and expenses of the Council.

B. The undivided percentage interest in the Common Elements shall be as shown on Exhibit C-1 entitled "Schedule of Percentage Interests in Common Elements and Percentage Interests in Profits and Expenses in Condominium." The percentage interest of each Unit Owner in the common profits and expenses shall be as shown on Exhibits C-1 and C-2, and Sections 11(C) and 12(A) depending on the items of expense to be shared.

C. Except as otherwise required or permitted by the Condominium Act, neither the percentage interest in the Common Elements nor the percentage interest in the common profits and expenses may be changed without the written consent of all the Unit Owners and their mortgagees. Any change in such percentage interests shall be evidenced by an amendment to this Declaration, recorded among the Land Records. The percentage interest in the Common Elements and in the common profits and expenses, and the fee titles to the respective Units conveyed therewith, shall not be separated or separately conveyed, and each said percentage interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

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7. THE COUNCIL OF UNIT OWNERS -- BELT'S WHARF LANDING, A CONDOMINIUM, INCORPORATED AND THE COUNCIL OF PIER UNIT OWNERS OF BELT'S WHARF LANDING CONDOMINIUM.

A. Subject to paragraph E below, the affairs of the Condominium shall be governed by the Council.

B. Each Unit Owner holding title to a Unit in the Condominium shall automatically be a member of the Council and shall remain a member of the Council until such time as his ownership ceases for any reason, at which time his membership in the Council shall automatically cease.

C. The number of votes at meetings of the Council appurtenant (i) to each Residential Unit and each Commercial Unit in the Condominium shall be one (1) vote, and (ii) to each Parking Unit shall be one-tenth (1/10th) of one (1) vote.

D. The term "Unit Owner" or "Owner", as used in this Declaration, means and includes the person, firm, corporation, trustee or other legal entity, or the 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 co-partnership. If more than one person, firm, corporation, trustee or other legal entity, or any other 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, shall be deemed a single Unit Owner and shall be or become a single member of the Council by virtue of ownership of such Unit. The term "Unit Owner", however, shall not include any contract purchaser, nor the owner of any redeemable or irredeemable 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, designated solely for the purpose of securing performance of an obligation or payment of a debt.

E. All affairs relating solely to the Pier Building and the Pier Building Limited Common Elements shall be governed by the Subcouncil. Each Pier Unit Owner holding title to a Pier Unit (i) shall automatically be a member of the Subcouncil until such time as his ownership ceases for any reason, at which time his membership in the Subcouncil shall cease; and (ii) shall have one (1) vote per Pier Unit owned at meetings of the Subcouncil.

F. Membership in the Council or the Subcouncil shall be appurtenant to and may not be separated from ownership of any Unit or Pier Unit, as the case may be, which is subject to assessment by the Council or the Subcouncil, as the case may be. If any single membership in the Council or Subcouncil is comprised of two or more persons, firms, corporations, trustees or other entities, or any combination thereof, then all of the Owners shall be collectively entitled to the vote assignment of such Unit, and such Owners

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shall, in writing, designate an individual who shall be entitled to cast the vote or votes on behalf of the Owners of such Unit.

8. PERMITTED AND PROHIBITED USES.

A. Residential Units.

(i) No Residential Unit (1) shall be devoted to any Use other than as a residence, or (2) shall be devoted to a Use which is a "Principal Use" (as that term is used in the provisions of the Zoning Ordinance of Baltimore City) other than that of one "Single-Family Dwelling" (as that term is defined by the provisions of such Ordinance), or (3) shall be used in any manner not permitted by applicable zoning and other laws and regulations. No profession or home industry, or family day care home shall be conducted within any Residential Unit. Notwithstanding the foregoing, if a majority of the Owners of Residential Units vote to eliminate the prohibition against family day care homes, then this provision of the Declaration shall be eliminated.

(ii) No Residential Unit Owner shall lease its Unit for transient or hotel purposes or for any period which is less than thirty (30) days in duration, or for any period if the occupants of the Unit are provided customary hotel services, such as maid service, or shall lease less than its entire Unit for any purpose. Any lease or rental agreement must be in writing and must be subject to the requirements of the Condominium Documents and the Council. The Unit Owners shall be required to deposit with the Council within 30 days after its execution, a copy of any written lease affecting a Unit.

B. Commercial Units.

Commercial Units may be used for any purpose permitted by applicable zoning and other laws and regulations.

C. Parking Units.

No automobile or other automotive vehicle may be placed or parked (a) anywhere within the Condominium other than within (i) a Parking Unit, or (ii) any portion of the Common Elements designated from time to time for such purpose by the Council, or (b) within a Parking Unit or the Common Elements unless bearing current registration tags and in operable condition, or (c) other than in accordance with such Rules and Regulations as may be adopted from time to time by the Council. No house trailer, trailer, tractor-trailer or other truck, boat, boat trailer, camper, recreational bus or similar thing (other than an automobile, van or truck of not more than three-quarter ton capacity) shall be parked or stored within any Parking Unit or (unless authorized in writing by the Council) any of the Common Elements, either temporarily or permanently. No person shall store, repair or perform

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any maintenance (other than maintenance of an emergency nature which cannot reasonably be performed elsewhere) upon any automobile, truck or other automotive vehicle within any Parking Unit or any of the Common Elements.

D. Nothing herein shall be deemed in any way to prohibit or restrict the Partnership and its agents, employees, officers, contractors and invitees from using the improvements within each Unit of which the Partnership is then the Unit Owner (1) as offices or model dwellings and/or in connection with its development, construction, replacement, repair, maintenance, marketing or leasing of any Unit, or of any portion of the Common Elements, or (2) in any other manner permitted by the provisions of this Declaration.

E. All Units shall be used, maintained or operated in a manner consistent with the Council Bylaws and the Council Rules and Regulations and all Pier Units shall be used, maintained and operated in a manner consistent with the Subcouncil Bylaws and Subcouncil Rules and Regulations, if any. No amendment to the Council Bylaws or the Council Rules and Regulations shall have a material and adverse effect upon the use of the Commercial Units for the purposes allowed in this Declaration.

9. EASEMENTS; RIGHTS OF BELT'S WHARF LANDING LIMITED PARTNERSHIP.

Notwithstanding anything in the Declaration or other Condominium Documents to the contrary:

A. Easement to Common Elements.

(i) Each Unit Owner and his agents, employees, licensees, invitees, guests, tenants and customers shall have a non-exclusive easement for the use of wires, pipes, ducts, cables, conduits, public utility lines, meters or other devices located in the Common Elements or in another Unit which are part of the General Common Elements, or are part of the Limited Common Elements and which serve his Unit.

(ii) Each Unit Owner and his agents, members, employees, licensees, invitees, guests, tenants and customers shall have a non-exclusive easement for the use of all walks, corridors, stairways, elevators, lobbies, entranceways or other portions of the Common Elements which is part of the General Common Elements, or are part of the Limited Common Elements and which serve his Unit.

(iii) Each Unit Owner and his agents, members, employees, licensees, invitees, guests, tenants and customers shall have an easement for the use of the remainder of the General Common Elements in accordance with applicable law and the Condominium Documents.

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(iv) No person may use any of the Common Elements except in accordance with applicable law, the provisions of this Declaration, and, as applicable, the Council Bylaws or the Subcouncil Bylaws and the Council Rules and Regulations and Subcouncil Rules and Regulations, if any.

B. Easement for Lateral and Vertical Support.

Each Unit Owner shall have an easement for mutual support and to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position in which it changes by reason of the gradual forces of nature and the elements.

C. Fell Alley.

The use of Fell Alley shall be for pedestrian ingress and egress. Additionally, vehicular access for (i) emergency vehicles, including ambulances and fire trucks, and for (ii) moving vans and delivery trucks shall be allowed over Fell Alley. The Council may maintain removable barriers in Fell Alley to control vehicular access and require moving vans and delivery trucks to operate during the hours of 8:00 a.m. to 5:00 p.m., and to adhere to reasonable rules and requirements established by the Council.

D. Certain Rights and Easements.

(i) The Partnership shall have and hereby reserves a non-exclusive easement in, over and through the Common Elements in the Fell Street Building for pedestrian and vehicular ingress and egress (including the right to bring and park commercial trucks and construction equipment normally incident to the development of the Condominium and Yacht Club) from and to each Fell Street Unit and the Common Elements in the Fell Street Building, and to the Marina, for access by (1) the Partnership, (2) any contractor, subcontractor, real estate or marina agent or broker used by the Partnership, and (3) their respective agents, servants, officers, employees, licensees and invitees, for purposes consistent with applicable law in connection with the construction, replacement, repair, maintenance, development, marketing or leasing of Units or of the Marina.

(ii) The Partnership shall have, and hereby reserves, a non-exclusive easement in, over and through the Common Elements in the Fell Street Building for the construction, installation, maintenance, repair, replacement and use of any or all sanitary, sedimentary control or storm drain sewer lines or drains, water pipes, meters, electrical systems, telephone, television, other communications cables or systems, gas lines, and other utilities or similar systems, in order to serve any Unit (including Units owned by the Partnership) and/or to serve the Marina, for the benefit of (a) the Partnership, (b) each person in possession of any or all of the Unit(s) or the Marina to whom the Partnership specifically assigns its rights through one or more assignments, and (c) their respective agents, members, servants, employees, officers, invitees, and licensees.

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(iii) The Partnership shall have the right to erect upon, maintain and remove from its Unit(s), the Limited Common Elements appurtenant to such Unit(s) and from all Common Elements in the Fell Street Building such advertising and promotional material (including direction signs) as the Partnership may deem appropriate for the development and marketing of the Condominium and the Marina.

(iv) The Partnership 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 Partnership shall deem appropriate for the development and marketing of the Condominium and the Marina, and the Partnership shall have the right to make such structural and non-structural additions, alterations, improvements and decorations to such Units, the Limited Common Elements appurtenant thereto, and the party wall located between any adjoining Units owned by Partnership, as Partnership shall deem appropriate to facilitate the uses hereinabove set forth. The Partnership 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 Partnership shall deem appropriate for the development and marketing of the Property.

(v) The Partnership shall have the right and an easement to enter upon any General or Limited Common Element and any Unit for the purpose of making repairs to any Common Element or Unit to the extent that such repairs are required pursuant to any express or implied warranty provided by the Partnership or by the operation of any federal, state or local law. Such right and easement shall exist so long as the Partnership's obligations under any such warranty shall exist.

(vi) The Partnership shall be entitled to convey to the Council, at the Partnership's sole cost and expense, and the Council shall be obligated to accept from the Partnership, without consideration, title to such Parking Units as the Partnership may from time to time desire to convey to the Council. After such conveyance the Council shall (i) be liable as a common expense for the payment of all expenses of ownership of such Units; and (ii) at all times maintain a sufficient number of the Parking Units in the Fell Street Building available to comply with the offstreet parking requirement of the Yacht Club, as the same may be set forth in a Conditional Use Permit dated July 25, 1990 issued by the Baltimore City Board of Municipal and Zoning Appeals in Case No. 156-90X.

E. Council Authority to Grant Easements, Etc.

The Council shall have the right, power and authority to grant any easement, right of way, license, lease or other interests affecting the Common Elements for utilities, roads, a promenade and other purposes to the full power and extent permitted by and in accordance with the procedures set forth in the Condominium Act, including the provisions of Sections 11-125(f) of the Act.

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10. AMENDMENT AND TERMINATION.

A. Amendments.

(i) Declaration. Except as otherwise may be permitted or required by the Condominium Act, and subject to the provisions of Section 13(D), this Declaration may be amended with the consent of Unit Owners representing at least eighty percent (80%) of the total votes assigned to all Fell Street Units and eighty percent (80%) of the total votes assigned to Pier Units; provided, however, that any amendment hereto which affects only the interests of (A) Owners of Units in the Fell Street Building need only the consent of Unit Owners representing at least eighty percent (80%) of the total votes assigned to all Fell Street Units; and (B) Owners of Units in the Pier Building need only the consent of Units Owners representing at least eighty percent (80%) of the total votes assigned to all Pier Building Units.

(ii) Bylaws. Except as otherwise may be permitted or required by the Condominium Act, the Council Bylaws may be amended by the Council with the consent of Unit Owners representing at least sixty-seven percent (67%) of the total votes assigned to all Units and the Subcouncil Bylaws may be amended by the Subcouncil with the consent of Pier Unit Owners representing at least seventy percent (70%) of the total votes assigned to Pier Unit Owners; provided, however, that an amendment to the Council By-Laws which affects only the interests of Owners of Units in the Fell Street Building need only the consent of Unit Owners representing at least sixty-seven percent (67%) of the total votes assigned to all Units in the Fell Street Building.

(iii) Except to the extent expressly permitted or expressly required by the Act, an amendment to the Declaration may not change the boundaries of any Unit in the Fell Street Building, the undivided percentage interest in the Common Elements of any Unit in the Fell Street Building, the liability for common expenses or rights to common profits of any Units in the Fell Street Building, or the number of votes in the Council of any Unit of the Fell Street Building, without the written consent of every Unit Owner in the Fell Street Building and Mortgagee thereof, or the boundaries of any Unit in the Pier Building, the undivided percentage interest in the Common Elements of any Unit in the Pier Building, the liability for common expenses or rights to common profits of any Units in the Pier Building, number of votes in the Subcouncil of any Pier Unit, without the written consent of every Pier Unit Owner and Mortgagee of every Pier Unit.

(iv) Notwithstanding anything contained herein to the contrary, the Council may not take any action that affects the rights or obligations of the Pier Unit Owners without the concurrence of a majority of the votes allocated to the Pier Unit Owners.

B. Termination. This Condominium may be terminated or abandoned (by act or omission) only with the consent of Unit Owners representing at least eighty percent (80%) of the total votes assigned to all

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Units. Any such termination shall be conducted pursuant to the termination procedures set forth in Section 11-123 of the Condominium Act, as such statutory procedure may be amended from time to time.

11. MAINTENANCE AND REPAIR.

A. By Council. Except to the extent specifically delegated to the Unit Owners pursuant to Section B below and the Subcouncil pursuant to Section C below, the Council shall be responsible for the cleaning, maintenance, repair and replacement of (i) all Common Elements, (ii) the exterior surfaces of the Condominium (including the cleaning, replacement and repair of doors, skylights and screens and the repair and replacement, but not cleaning of windows), and (iii) the parking garages (including the portions thereof comprising Parking Units). Except as otherwise provided in this Declaration, the cost of all cleaning, maintenance, repairs, and replacements performed by the Council shall be assessed against all Unit Owners as a common expense.

B. By Unit Owners. (i) Each Unit Owner shall be responsible at his sole cost and expense, for (a) the cleaning and maintenance of all interior surfaces in and portions of his Unit (including interior surfaces of windows, doors and skylights (excluding Parking Units in the Fell Street Building) and the cleaning, maintenance, repair and replacement of the (xx) compressor, heat pump or similar equipment outside his Unit and serving his Unit, including the pipes, wires and ducts running between such equipment and his Unit, and (yy) all drywall whose interior surface forms a boundary of his Unit; (ii) Each Unit Owner shall be responsible for the cleaning of (a) the doorstep, stoop, yard, balcony or patio, if any, adjacent to his Unit, (b) the storage area assigned to his Unit, and (c) the doors accessible from and adjacent to the balcony or patio serving such Unit and of all windows serving such Unit; (iii) Each Owner of a Commercial Unit shall be responsible for the (aa) cleaning of the exterior surfaces of the windows, doors and screens of such Commercial Unit, and (bb) the cleaning, maintenance, replacement and repair of any awning which he may install for his unit and any signs inscribed or maintained upon his doors or windows.

C. By Subcouncil. Except as specifically delegated to the Council in A above or the Unit Owners in B above, the Subcouncil shall be responsible for the cleaning, maintenance, repair and replacement of (i) all Pier Building Limited Common Elements; and (ii) the exterior surfaces of the Pier Building (including windows, doors, skylights and screens); provided, however, that Pier Unit owners shall be obligated to clean both the interior and exterior surfaces of all windows serving their Units. The cost of all work to be done by the Subcouncil shall be assessed against the Pier Unit Owners and paid one-tenth (1/10th) for each Pier Unit owned by each Pier Unit Owner. Nothing herein shall be deemed to obligate the Subcouncil to maintain any portion of the Fell Street Limited Common Elements, including, but not limited to, the roof and structural portions of the Fell Street Building.

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D. The Council, Subcouncil and Unit Owners shall keep and maintain their respective portions of the Condominium in good condition and repair. All cleaning, maintenance, repairs and replacements for which the Council, Subcouncil or Unit Owners are responsible pursuant to this Section shall be performed in accordance with the provisions of the Condominium Documents.

E. Additionally, to prevent freezing of any water in any pipe, plumbing fixture or other facility in the Condominium, each Unit Owner, at his own expense, shall maintain the temperature inside his Unit (except Parking Units) from October 15 to April 30 at not less than fifty-five (55) degrees dry bulb throughout each year.

F. The Council and Subcouncil, for themselves, their agents, servants, employees and contractors, shall have the irrevocable right and a perpetual easement to enter any Unit, or upon any Limited Common Element appurtenant to any Unit for which the Council or Subcouncil has responsibility pursuant to this Section 11, to inspect the Common Elements (or Limited Common Elements, as the case may be) and to maintain, repair or replace any Common Element (or Limited Common Elements, as the case may be) located in or upon, near, or accessible from any Unit, whether or not such Common Element (or Limited Common Elements, as the case may be) is also accessible from any other Unit, and, except in cases involving manifest danger to public safety or property, the Council or Subcouncil shall make a reasonable effort to give notice to the Unit Owner of any Unit to be entered for the purpose of such inspection, maintenance, repair or replacement.

G. In the event that any damage to, or destruction of, a Unit or Limited Common Element is covered by a blanket property insurance policy held by the Council or Subcouncil, the Council or Subcouncil, as the case may be, shall be responsible for the repair and replacement of the damaged property pursuant to paragraph B of Section 15 hereof.

## 12. ASSESSMENTS.

A. (i) Except as hereinafter specifically set forth, all expenses for the payment of the common expenses, including but not limited to the repair, maintenance and replacement of Common Elements (except for the Pier Building Limited Common Elements and the Fell Street Limited Common Elements), and insurance premiums, management fees and other expenses incurred by the Council pursuant to the Condominium Documents, shall be assessed to all Units in proportion to the percentage interest in the common expenses for the Unit, as shown on Exhibit C-1 entitled "Schedule of Percentage Interests in Common Elements and in Common Expenses and Profits of the Condominium."

(ii) All expenses relating solely to the Pier Building, including but not limited to the repair, maintenance and replacement of the Pier Building Limited Common Elements, shall be assessed to the Pier Units by the Subcouncil, each Pier Unit being responsible for one-tenth (1/10th) of such expenses.

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(iii) All expenses relating to the repair, maintenance and replacement of the Parking Units located within the Fell Street Building, shall be assessed to the Owners of the Parking Units in the Fell Street Building, the Owner of each Parking Unit in the Fell Street Building being responsible for one-one hundred sixty-ninth (1/169th) of such expenses.

(iv) All expenses relating to the Fell Street Limited Common Elements, and to the portions of the lower level garage other than Parking Units located thereon, including but not limited to repair, maintenance and replacement thereof, shall be assessed to the Unit Owners of the Residential Units in the Fell Street Building in the proportions set forth on Exhibit C-2; provided, however, that the Council shall allow each Pier Unit Owner to elect to contract with the Council to use the Fell Street Limited Common Elements, or any one or more of them, on a contractual basis upon payment of a fee equal to the amount of a Fell Street Unit Owner's assessment therefor plus a reasonable administrative charge.

B. All assessments assessed by the Council or the Subcouncil pursuant to this Declaration for the payment of common expenses, including special assessments, and all other sums properly assessed by the Council or the Subcouncil shall, until paid, together with interest at the rate of 18% per annum and costs of collection (including reasonable attorneys' fees), be a lien against the Unit to which the assessment applied, and all such assessments, along with the foregoing costs, shall be the personal obligation of the Unit Owner. Such lien may be foreclosed upon by suit by the Council, or Subcouncil, as the case may be, in like manner as a mortgage of real property, or may otherwise be enforced in accordance with the provisions of applicable law. The Council or the Subcouncil, as the case may be, or any other person specified in the appropriate By-Laws shall have the power, unless prohibited herein, to bid on the Unit at foreclosure sale, and to acquire, hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses and other costs shall be maintainable without foreclosing or waiving the lien securing the same.

C. Notwithstanding the foregoing; (i) the cost of installing, repairing, maintaining and replacing the Commercial Sign shall be charged by the Council solely to the Unit Owners of the Commercial Units in accordance with their respective percentage interests in the total commercial space; (ii) the cost of repairing and replacing the windows and doors of the Commercial Units (including screen windows and screen doors) shall be charged solely to the Owner of the Commercial Unit whose window or door is repaired or replaced; and (iii) the cost of maintaining, repairing or replacing any Common Element or any portion of any Unit which pursuant to the Declaration is to be maintained, repaired or replaced by the Council or the Subcouncil, and which is damaged due to the fault of a Unit Owner (or his agents, contractors, invitees, tenants, guests, licenses or customers), shall be reimbursed by the Unit Owner to the Council or the Subcouncil, as the case may be.

D. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments

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against the latter for his share of the common expenses up to the time of the voluntary grant or conveyance for which a statement of lien is recorded, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

13. RIGHTS OF MORTGAGEES.

A. General.

(i) Regardless of whether a Mortgagee in Possession of a Unit is the Unit Owner thereof, (a) it shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Condominium Plat, the By-Laws and applicable law which would otherwise be held by such Unit Owner, and (b) the Council, the Subcouncil and any other Unit Owner or person shall be entitled, in any matter arising under the Provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the Unit Owner thereof.

(ii) Any Mortgagee in Possession of a Unit shall (subject to the operation and effect of the provisions of this Declaration, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by the Unit Owner thereof; provided, that nothing in the foregoing provisions of this paragraph shall be deemed in any way to relieve any Unit Owner of any such obligation, or of any liability to such Mortgagee in Possession on account of any failure by such Unit Owner to satisfy any of the same.

B. Rights of First Refusal. Any Mortgagee in Possession shall be exempt from any right of first refusal, or any similar restriction against the sale or transfer of any Unit which is held by the Council, to and only to the extent that it arises under the provisions of the Condominium Act, this Declaration or the By-Laws.

C. Priority over Assessment. The interest in a Unit held by a Mortgagee thereof under its Mortgage shall be:

(i) free of any claim or lien for any assessment levied against such Unit before such Mortgage is recorded among the Land Records (unless before such recordation a statement of lien, as that term is defined by the provisions of the Maryland Contract Lien Act, and sufficient for the purposes thereof, covering such assessment is recorded among the Land Records). Such unpaid assessment shall be deemed to be common expenses collectible from all of the Units including such Unit; and

(ii) free of any claim or lien for any assessment against such Unit arising after such Mortgage is recorded, and before such Mortgagee is a Mortgagee in Possession of such Unit.

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D. FNMA Requirements. Notwithstanding anything else in this Declaration to the contrary, amendments shall be subject to the following limitations:

(i) Amendments to any of the Condominium Documents, including this Declaration or the Bylaws, of a material nature must meet the requirements of Section 10(D) and, in addition, be agreed to by at least sixty-seven percent (67%) of the total votes allocated to the Residential Unit Owners in the Council. In addition, consent must be obtained from eligible mortgage holders representing at least fifty-one percent (51%) of the votes assigned to all Residential Units that are subject to mortgages held by eligible mortgage holders. Notwithstanding the foregoing, amendments of a material nature to the Declaration or (i) the Council Bylaws which affect only Units in the Fell Street Building need be approved by eligible mortgage holders representing at least fifty-one percent (51%) of the votes assigned to all Residential Units in the Fell Street Building that are subject to mortgages held by eligible mortgage holders; or (ii) the Subcouncil Bylaws need be approved by eligible mortgage holders representing at least fifty-one percent (51%) of the votes in the affairs of the Subcouncil assigned to all Pier Building Units that are subject to mortgage held by eligible mortgage holders.

(ii) Amendments to Condominium Documents, including this Declaration or the By-laws, of a material nature shall include the following:

A change in:

- (a) voting rights
- (b) assessments, assessment liens, or the priority of assessment liens;
- (c) reserves for maintenance, repair and replacement of the Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interest in the general or limited Common Elements, or rights to their use;
- (f) redefinition of the boundaries of any Unit;
- (g) convertability of Units into Common Elements or vice versa;

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- (h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (l) a decision by the Council to establish self management when professional management had been required previously by the Declaration, Bylaws or an eligible mortgage holder;
- (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration or Bylaws.
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit mortgage holders, insurers or guarantors.

(iii) For purposes of this Declaration, eligible mortgage holders shall mean those holders of any mortgage on a Unit who have requested the Council in writing to notify them of any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

(iv) An eligible mortgage holder shall be deemed to have consented to a proposed amendment to the Condominium Documents if said holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal sent by registered or certified mail, return receipt requested.

(v) No amendment shall be effective until the earlier to occur of (a) receipt of written consent from the required number of eligible mortgage holders or (b) thirty (30) days after proper notice has been provided to all eligible mortgage holders.

(vi) When Unit Owners are considering termination of the legal status of the project for reasons other than substantial destruction or condemnation of the property, eligible mortgage holders that represent at

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least sixty-seven percent (67%) of the votes of the mortgaged Residential Units must agree.

E. Actions Conditioned on Mortgagee's Approval (FHLMC Requirements). Except as expressly permitted or expressly required by the Condominium Act, in the case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, unless at least sixty-seven percent (67%) of the first Mortgagees of the Residential Units (based on one vote for each mortgage owned), or Unit Owners (other than the Developer) of the Residential Units have given their prior written approval, the Council shall not:

- (i) partition or subdivide any Residential Unit;
- (ii) by act or omission seek to abandon or terminate the Condominium;
- (iii) seek to abandon, partition, subdivide, encumber, sell or transfer any of the Common Elements by act or omission, provided that the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements shall not be considered a transfer within the meaning of this Subsection;
- (iv) use any proceeds from hazard insurance on account of any damage to or destruction of any of the improvements within any Unit or the Common Elements, for other than the repair, replacement or reconstruction of such improvements, except to the extent and in the manner provided by the Condominium Act; or
- (v) change the percentage interest in the Common Elements or the percentage interest in the common profits and expenses.

F. Inspection; Statement and Notice. A Mortgagee, and any insurer or guarantor of a first Mortgage, upon express, written request to the Council 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, shall be entitled to:

- (i) inspect the Council's books and records, including current copies of the Declaration, By-Laws, rules and regulations and financial statements, during normal business hours;
- (ii) require the Council and the Subcouncil (if the Mortgagee holds a Mortgage on a Pier Unit) to prepare and furnish to them an annual audited financial statement of the Council or the Subcouncil, as the case may be, within ninety (90) days after the end of any fiscal year of the Council;

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(iii) be given by the Council timely written notice of all meetings of the membership, and designate a representative to attend and express views at all such meetings; and

(iv) be given by the Council or Subcouncil, as the case may be, timely written notice of any of the following:

(a) any proposed amendment of this Declaration, the By-Laws or the Condominium Plat which would change (i) the boundaries of any Unit, (ii) the undivided percentage interest in the Common Elements or the percentage interest in the common expenses and common profits which is appurtenant to any Unit, (iii) the number of Votes held by the Unit Owner of any Unit, (iv) the purposes to which any Unit or the Common Elements are restricted by the provisions of this Declaration, the By-Laws or the Condominium Plat, or (v) the liability for common expenses or rights to common profits,

(b) any proposed termination of the Condominium regime;

(c) any condemnation or eminent domain proceeding affecting either (i) such Mortgagee's Unit or (ii) all or any material portion of the Common Elements;

(d) the occurrence of any casualty loss that affects either a material portion of the Common Elements or of such Mortgagee's Unit;

(e) any default by the Unit Owner of such Mortgagee's Unit in the performance of such Unit Owner's obligations under the provisions of the Declaration or the Bylaws, including delinquency in the payment of assessments or charges, which is not cured within sixty (60) days after such default commences;

(f) any lapse, cancellation or material modification of any insurance policy, fidelity bond or other bond held by the Council or Subcouncil, as the case may be; and

(g) any proposed action not otherwise specifically listed in this Subsection that requires the consent of a specified number of eligible mortgage holders.

G. Rights in Event of Damage or Destruction.

(i) If any or all of a Unit is damaged substantially, destroyed or made the subject of any condemnation or eminent domain proceeding, or the acquisition thereof is otherwise sought by any condemning authority, each Unit Owner and each Mortgagee shall have such rights in connection therewith as are set forth in the provisions of the Condominium Act, this Declaration and the Bylaws.

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(ii) Nothing in the provisions of this Declaration, the Council's Bylaws or the Subcouncil's Bylaws, the Condominium Plat or the Council's articles of incorporation shall entitle the Unit Owner of a Unit or any other party to priority over the Mortgagee of such Unit in the distribution with respect to such Unit of the proceeds of (a) any insurance proceeds which accrue as a result of any such damage or destruction, or (b) any award or settlement made as a result of any such condemnation, eminent domain proceeding or acquisition.

H. Right to Lease Unit. Any Mortgagee in Possession of a Unit shall be entitled to lease any or all of it for any purpose consistent with applicable law and the provisions of the Condominium Documents.

14. EMINENT DOMAIN.

A. For the purpose of this Section, the term "taking" shall mean a taking under the power of eminent domain and any sale in settlement of any pending or threatened condemnation proceeding.

B. The Owner of each Unit shall be entitled to the entire award for the taking of all or part of his respective Unit and for consequential damages to his Unit.

C. Subject to the provisions of paragraph E of this Section, the Owner of each Unit shall be entitled to the entire award for the taking of all or part of the Limited Common Elements of which he has the exclusive right of use, and where the Owners of two or more Units share the right to use any Limited Common Element, said Owners shall be entitled to share equally the entire award for the taking of all or part of that portion of said Limited Common Element which said Owners share the right to use.

D. Subject to the provisions of paragraph E of this Section, any award for the taking of General Common Elements shall be allocated to the Owners of all Units in proportion to their respective percentage interest in the General Common Elements.

E. The Council, or Subcouncil if such taking affects only the Pier Building, as the case may be, or any trustee with whom the Council or Subcouncil, as the case may be, may enter into any condemnation trust agreement or any successor to such trustee (each of whom shall be referred to herein as the "Condemnation Trustee") shall represent the Unit Owners or Pier Unit Owners, as the case may be, in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof, by the condemning authority. By the acceptance of the deed to his Unit, each Unit Owner appoints the Council or the Subcouncil or any Condemnation Trustee as his attorney-in-fact for such purpose. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award of proceeds of settlement shall be payable to the Council or the Subcouncil, as

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the case may be, or any Condemnation Trustee, to be held in trust for Unit Owners and their first mortgage holders as their interests may appear.

15. PARTIAL RESTORATION OR REPAIR.

A. Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Council or the Subcouncil (to the extent of damage to the Pier Building) unless:

(i) The Condominium is terminated;

(ii) Repair or replacement would be illegal under any State or local health or safety statute or ordinance; or

(iii) Eighty percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild.

B. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense to be apportioned in accordance with the provisions of Exhibits C-1 and C-2 and Sections 11(C) and 12(A) depending on the Common Element that needs to be repaired or replaced.

C. If the damaged or destroyed portion of the Condominium is not repaired or replaced:

(i) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;

(ii) The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were assigned; and

(iii) The remainder of the proceeds shall be distributed to all the Unit Owners in proportion to their percentage interest in the Common Elements.

D. If the Unit Owners vote not to rebuild any Unit, that Unit's entire Common Element interest votes in the Council and common expense liability are automatically reallocated upon the vote as if the unit had been condemned under section 11-112 of the Condominium Act, and the Council promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this subsection, the provisions of this Declaration and of the Condominium Act shall govern the distribution of insurance proceeds if the Condominium is terminated.

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16. FLOOD HAZARD AND VARIANCE ACTION NOTICE.

Each Unit Owner is notified that the parking structure is designed to flood to a depth of three feet for floodwaters resulting from a One Hundred Year Flood.

17. INSURANCE TRUSTEE.

Notwithstanding any other provision of this Declaration or the Bylaws to the contrary, but in accordance with the Condominium Act, there may be named as an insured, on behalf of the Council, the Council's authorized representative, including any trustee with whom the Council may enter into any insurance trust agreement or any successor to such trustee who shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy of property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. By the acceptance of the deed to his Unit, each Unit Owner appoints the Council or any Insurance Trustee, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purposes.

18. BOOKS & RECORDS.

The Council and Subcouncil, as appropriate for Pier Units, shall make available to the Unit Owner and each prospective purchaser of a Unit, as well as to holders, insurers and guarantors of mortgages that are secured by Units, for inspection upon request, during normal business hours, current copies of the Declaration, By-Laws, and Rules and Regulations adopted by the Board of Directors, and all books, records and financial statements of the Council and Subcouncil. Nothing herein shall be construed to give any Unit Owners, Mortgagees, or purchasers of Units other than Pier Units the right to inspect the books and records of the Subcouncil.

19. SUCCESSORS & ASSIGNS; RIGHTS OF ACTION.

The terms, conditions, restrictions and provisions of this Declaration, including all exhibits hereto, and the Bylaws, shall be binding upon the undersigned, their successors and assigns, all as part of a general plan or scheme for development of the condominium, and all said terms, conditions, restrictions and provisions shall be held and construed to run with and bind the property, each Unit thereon, and all subsequent Unit Owners and occupants of the Units. All of said terms, conditions, restrictions and provisions shall inure to the benefit of and be enforceable by the undersigned, their successors and assigns, by the Council, the Subcouncil and by Unit Owners against the Council or Subcouncil, as the case may be, or against another Unit Owner or other person violating or attempting to violate any of said terms, conditions, restrictions or provisions. All rights

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reserved by and for the benefit of Partnership under this Declaration, including all exhibits hereto, and the Bylaws, shall be exercisable and enforceable by Partnership, its successors and any assignee of the entire interest of Partnership under said documents. The Developer, its successors and assigns, shall take no action which would adversely affect the rights of the Council, or the Subcouncil with respect to assurances against latent defects in the property or other rights assigned to the Council, the Subcouncil or the members thereof and their successors in interest, as their interests may appear, by reason of the establishment of the Condominium.

20. INVALIDITY.

If any part of this Declaration, the Bylaws or the Condominium Plat is held invalid or unenforceable, the remaining parts shall continue in full force and effect, subject to the terms and conditions of the Condominium Act.

21. LIST OF EXHIBITS.

Exhibit A -	Legal Description of Property
Exhibit B -	Schedule of Residential, Commercial and Parking Units
Exhibit C-1 -	Schedule of Percentage Interests in Common Elements and in Common Expenses and Profits of the Condominium
Exhibit C-2 -	Proportion of Expenses Relating to Fell Street Limited Common Elements
Exhibit D-1 -	Council Bylaws
Exhibit D-2 -	Subcouncil Bylaws

22. This Document may be executed in counterparts, each of which when taken together shall constitute one original.

WITNESS the hand and seal of the undersigned, all of the Unit Owners in the Condominium, and consented to by all of the Mortgagees as of the day and year first above written.

WITNESS/ATTEST:

BELT'S WHARF LANDING LIMITED PARTNERSHIP

By: BHL Corporation, general partner

*Antoni A. Lucette*

By: *Elliott J. Sharaby* (SEAL)  
Elliott J. Sharaby  
President

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JAMES A. BLOCK, Owner of Units 102 and  
104 and P-180, P-181, P-182 and P-183

*Catherine A. Brutto*

By: Charles E. Brodsky (SEAL)  
Charles E. Brodsky, his attorney-in-  
fact pursuant to a Power of Attorney  
dated May 12, 1992 and recorded among  
the Land Records at Liber S.E.B.  
No. 3234, folio 325

SYLVAN L. CORNBLATT, Owner of Units 103  
and P-176 and P-177

*Catherine A. Brutto*

By: Charles E. Brodsky (SEAL)  
Charles E. Brodsky, his attorney-in-  
fact pursuant to a Power of Attorney  
dated May 21, 1992 and recorded among  
the Land Records at Liber S.E.B.  
No. 3235, folio 345

GLENN J. TRIESMAN, Owner of Units 105 and  
P-174 and P-175

*Catherine A. Brutto*

By: Charles E. Brodsky (SEAL)  
Charles E. Brodsky, his attorney-in-  
fact pursuant to a Power of Attorney  
dated May 15, 1992 and recorded among  
the Land Records at Liber S.E.B.  
No. 3211, folio 498

SUSAN MONDAY, Co-owner of Units 106 and  
P-184 and P-185

*Catherine A. Brutto*

By: Charles E. Brodsky (SEAL)  
Charles E. Brodsky, her attorney-in-  
fact pursuant to a Power of Attorney  
dated May 13, 1992 and recorded among  
the Land Records at Liber S.E.B.  
No. 3205, folio 69

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ROGER GOERK, Co-owner of Units 106 and  
P-184 and P-185

Catherine A. Brodsky

By: Charles E. Brodsky (SEAL)  
Charles E. Brodsky, his attorney-in-  
fact pursuant to a Power of Attorney  
dated May 13, 1992 and recorded among  
the Land Records at Liber S.E.B.  
No. 3205, folio 71

GILBERT SAPPERSTEIN, Co-owner of Units 107  
and P-172 and P-173

Catherine A. Brodsky

By: Charles E. Brodsky (SEAL)  
Charles E. Brodsky, his attorney-in-  
fact pursuant to a Power of Attorney  
dated May 14, 1992 and recorded among  
the Land Records at Liber S.E.B.  
No. 3225, folio 313

SONDRA E. SAPPERSTEIN, Co-owner of Units  
107 and P-172 and P-173

Catherine A. Brodsky

By: Charles E. Brodsky (SEAL)  
Charles E. Brodsky, her attorney-in-  
fact pursuant to a Power of Attorney  
dated May 14, 1992 and recorded among  
the Land Records at Liber S.E.B.  
No. 3225, folio 315

URMIL M. DHANDA, Co-owner of Units 108  
and P-186 and P-187

Catherine A. Brodsky

By: Charles E. Brodsky (SEAL)  
Charles E. Brodsky, his attorney-in-  
fact pursuant to a Power of Attorney  
dated May 20, 1992 and recorded among  
the Land Records at Liber S.E.B.  
No. 3225, folio 329



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"Partnership"), and that he, as such officer, being authorized so to do, executed the foregoing instrument on behalf of the Partnership for the purposes therein contained.

WITNESS my hand and Notarial Seal.

*M. Eileen Paus*  
Notary Public

My commission expires: 8/1/94

STATE OF MARYLAND )

CITY OF BALTIMORE ) TO WIT:

I HEREBY CERTIFY, that on this 23<sup>rd</sup> day of September, 1992, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared Charles E. Brodsky, attorney-in-fact for the owners of Units 102-110 and Parking Units P-170-177 and P-180-189, known to me, or satisfactorily proven to be the person whose name subscribed to this Amendment to Declaration, and who acknowledged that he executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

*M. Eileen Paus* (SEAL)  
Notary Public

My commission expires: 8/1/94

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CONSENT AND AGREEMENT OF MORTGAGEES

Ryland Mortgage Company, the beneficiary under a deed of trust dated May 15, 1992 and recorded prior hereto among the Land Records of Baltimore City, Maryland, has heretofore consented to the foregoing Amended and Restated Declaration Establishing a Plan for Condominium Ownership for Belt's Wharf Landing, a Condominium, and Amended and Restated Bylaws by virtue of a Mortgagee Consent dated May 15, 1992 and recorded among the Land Records at Liber S.E.B. No. 3205, folio 82.

Chesapeake Federal Savings and Loan Association, the beneficiary under a deed of trust dated May 28, 1992 and recorded prior hereto among the Land Records of Baltimore City, Maryland, has heretofore consented to the foregoing Amended and Restated Declaration Establishing a Plan for Condominium Ownership for Belt's Wharf Landing, a Condominium, and Amended and Restated Bylaws by virtue of a Mortgagee Consent dated May 28, 1992 and recorded among the Land Records at Liber S.E.B. No. 3225, folio 325.

Margaret M. Wydro and Ann C. Burkhalter, the beneficiaries under a deed of trust dated May 15, 1992 and recorded prior hereto among the Land Records of Baltimore City, Maryland, have heretofore consented to the foregoing Amended and Restated Declaration Establishing a Plan for Condominium Ownership for Belt's Wharf Landing, a Condominium, and Amended and Restated Bylaws by virtue of Mortgagee Consents dated May 19, 1992 and May 27, 1992 respectively and recorded among the Land Records at Liber S.E.B. No. 3235, folio 191 and 193, respectively.

Slavie Federal Savings and Loan Association, the beneficiary under a deed of trust dated May 29, 1992 and recorded prior hereto among the Land Records of Baltimore City, Maryland, has heretofore consented to the foregoing Amended and Restated Declaration Establishing a Plan for Condominium Ownership for Belt's Wharf Landing, a Condominium, and Amended and Restated Bylaws by virtue of a Mortgagee Consent dated May 29, 1992 and recorded among the Land Records at Liber S.E.B. No. 3225, folio 344.

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William C. Lemke, Trustee for the benefit of Home Savings Bank, F.S.B., a United States corporation, under a Purchase Money Deed of Trust dated August 13, 1992 and recorded among the Land Records of Baltimore City, Maryland at Liber S.E.B. No. 3341, folio 230, joins in the execution of this Amended and Restated Declaration for the purposes of assenting thereto.

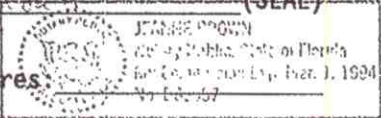
WITNESS:

Irene Casey \_\_\_\_\_  
William C. Lemke (SEAL)  
William C. Lemke

STATE OF FLORIDA            )  
                                  ) TO WIT:  
COUNTY OF BROWARD

I HEREBY CERTIFY that on September 22, 1992, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared William C. Lemke, Trustee, known to me (or satisfactorily proven to be) the person whose name is subscribed to the within instrument and to acknowledge that he executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal.

Jocelyn B. Brown (SEAL)  
Notary Public  
My Commission Expires \_\_\_\_\_  


JOINDER AND CONSENT OF HOME SAVINGS BANK, F.S.B.

The undersigned hereby authorizes and consents to the execution of this Amended and Restated Declaration by the above Trustee.

WITNESS:

HOME SAVINGS BANK, F.S.B.

Irene Casey \_\_\_\_\_  
By: Thomas M. Wohl (SEAL)  
Thomas M. Wohl, President



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WITNESS my hand and Notarial Seal.

Cindy J. Saddle (SEAL)  
Notary Public

My Commission Expires: 9/23/94

JOINDER AND CONSENT OF CHARLES C. EDWARDS, M.D.

The undersigned hereby authorizes and consents to the execution of this Amended and Restated Declaration by the above Trustees.

WITNESS:

Linda Owens

Charles C. Edwards  
Charles C. Edwards, M.D.

STATE OF MARYLAND        )  
                                  ) TO WIT:  
CITY OF BALTIMORE        )

I HEREBY CERTIFY that on September 16, 1992, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared Charles C. Edwards, M.D. known to me (or satisfactorily proven to be) the person whose name is subscribed to the within instrument and to acknowledge that he executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal.

Linda Owens (SEAL)  
Notary Public

My Commission Expires: My Commission Expires March 1, 1994

## EXHIBIT A

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Beginning for the same at a cut cross in the concrete sidewalk on the southwest side of Fell Street at a distance of 318.22 feet measured South 43 degrees 06 minutes 30 seconds East along said southwest side of Fell Street from its intersection with Ann Street as shown on a plat by the City of Baltimore Department of Public Works and approved by the Mayor and City Council of Baltimore, said cross cut also being the northeast corner of Fell Street Joint Venture, as per survey by Whitney, Bailey, Cox and Magnani, Consulting Engineers, dated July 7, 1988. From said point of beginning running with the southwest side of Fell Street [1] South 43 degrees 06 minutes 30 seconds East, as now surveyed, a distance of 295.81 feet to a P.K. nail with shiner set at the southeast corner of Fell Street Joint Venture and being a point on the sixth or South 47 degrees 24 minutes 35 seconds West 436.12 foot line in a conveyance from Belt's Wharf Warehouses, Inc. to Fell Street Joint Venture, dated January 11, 1988 and recorded in Liber 1581, Folio 532 of the land records of the City of Baltimore; thence leaving the southwest side of Fell Street and running with the sixth line of said conveyance from Belt's Wharf Warehouses, Inc. to Fell Street Joint Venture [2] South 46 degrees 34 minutes 47 seconds West a distance of 223.59 feet to a point of intersection with the bulkhead at water's edge; thence running with the bulkhead at water's edge the seven following courses: [3] North 41 degrees 34 minutes 56 seconds West a distance of 6.03 feet to a point, [4] North 48 degrees 25 minutes 04 seconds East a distance of 11.34 feet to a point, [5] North 42 degrees 40 minutes 29 seconds West a distance of 148.02 feet to a point, [6] South 47 degrees 44 minutes 23 seconds West a distance of 141.33 feet to a point, [7] North 42 degrees 05 minutes 01 seconds West a distance of 63.88 feet to a point, [8] North 47 degrees 59 minutes 30 seconds East a distance of 146.92 feet to a point, [9] North 39 degrees 49 minutes 47 seconds West a distance of 80.45 feet to a point on the eleventh or north line of the aforementioned conveyance from Belt's Wharf Warehouses to Fell Street Joint Venture dated January 11, 1988; thence leaving the bulkhead at water's edge and running with the eleventh line of said conveyance [10] North 46 degrees 56 minutes 39 seconds East, over a cut cross in concrete on line 1.54 feet distant, a total distance of 199.65 feet to the point of beginning, containing in all 70928 square feet or 1.628 acres more or less.

Being part of the same lots of land deeded to Fell Street Joint Venture and shown on a plat entitled, "A Boundary and Topographic Survey for Belt's Wharf Warehouse, a Fell Street Joint Venture" prepared by Whitney, Bailey, Cox and Magnani, Consulting Engineers. More particularly:

[1] From Sewell A. Brown III and George A. Brown by deed dated January 11, 1988 and recorded among the land records of Baltimore City in Liber 1581 Folio 526.

[2] From Anna Zientak by deed dated January 11, 1988 and recorded among the land records of Baltimore City in Liber 1581 Folio 529.

[3] From Belt's Wharf Warehouses, Inc. by deed dated January 11, 1988 and recorded among the land records of Baltimore City in Liber 1581 Folio 532.

Subject to an easement or right of way for pedestrian or vehicular ingress or egress as shown and described on the aforementioned plat entitled, "A Boundary and Topographic Survey for Belt's Wharf Warehouses, a Fell Street Joint Venture". Said easement is recorded in Liber 1581 Folio 534 of the land records of Baltimore City.

Together with any and all rights of ways, easements and etc. as previously conveyed.

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## EXHIBIT B

Schedule of Residential, Commercial and Parking Units1. Residential UnitsPier Building:

101	106
102	107
103	108
104	109
105	110

Fell Street Building

936	307	410	513	616
938	308	411	514	617
940	309	412	515	618
942	310	413	516	
944	311	414	517	701
946	312	415	518	702
948	313	416		703
950	314	417	601	704
	315	418	602	705
201	316		603	706
202	317	501	604	
203	318	502	605	
204		503	606	
205	401	504	607	
206	402	505	608	
	403	506	609	
301	404	507	610	
302	405	508	611	
303	406	509	612	
304	407	510	613	
305	408	511	614	
306	409	512	615	

2. Commercial Units:

C-1  
C-2

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3. Parking Units:

Fell Street Building

P-1	P-42	P-83	P-124
P-2	P-43	P-84	P-125
P-3	P-44	P-85	P-126
P-4	P-45	P-86	P-127
P-5	P-46	P-87	P-128
P-6	P-47	P-88	P-129
P-7	P-48	P-89	P-130
P-8	P-49	P-90	P-131
P-9	P-50	P-91	P-132
P-10	P-51	P-92	P-133
P-11	P-52	P-93	P-134
P-12	P-53	P-94	P-135
P-13	P-54	P-95	P-136
P-14	P-55	P-96	P-137
P-15	P-56	P-97	P-138
P-16	P-57	P-98	P-139
P-17	P-58	P-99	P-140
P-18	P-59	P-100	P-141
P-19	P-60	P-101	P-142
P-20	P-61	P-102	P-143
P-21	P-62	P-103	P-144
P-22	P-63	P-104	P-145
P-23	P-64	P-105	P-146
P-24	P-65	P-106	P-147
P-25	P-66	P-107	P-148
P-26	P-67	P-108	P-149
P-27	P-68	P-109	P-150
P-28	P-69	P-110	P-151
P-29	P-70	P-111	P-152
P-30	P-71	P-112	P-153
P-31	P-72	P-113	P-154
P-32	P-73	P-114	P-155
P-33	P-74	P-115	P-156
P-34	P-75	P-116	P-157
P-35	P-76	P-117	P-158
P-36	P-77	P-118	P-159
P-37	P-78	P-119	P-160
P-38	P-79	P-120	P-161
P-39	P-80	P-121	P-162
P-40	P-81	P-122	P-163
P-41	P-82	P-123	P-164

Pier Building

P-165	P-170
P-166	P-171
P-167	P-172
P-168	P-173
P-169	P-174
	P-175
	P-176
	P-177
	P-178
	P-179
	P-180
	P-181
	P-182
	P-183
	P-184
	P-185
	P-186
	P-187
	P-188
	P-189

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## DECLARATION

## EXHIBIT C-1

Schedule of Percentage Interests in Common Elements,  
and in Common Expenses and Profits of the Condominium

1. Residential Units	Square Footage	Percentage Interest in Common Elements and in Common Expenses and Profits of the Condominium
<u>Unit Number</u>		
<u>Pier Building</u>		
101	2,012	.012050
102	2,142	.012828
103	1,839	.011014
104	1,976	.011834
105	1,746	.010457
106	1,746	.010457
107	1,746	.010457
108	1,746	.010457
109	1,880	.011259
110	1,746	.010457
<u>Unit Number</u>		
<u>Fell Street Building</u>		
936	2,898	.017356
938	1,704	.010205
940	1,704	.010205
942	1,712	.010253
944	1,893	.011337
946	1,712	.010253
948	1,704	.010205
950	1,704	.010205
201	1,293	.007744
202	1,345	.008055
203	1,337	.008007
204	1,347	.008067
205	1,288	.007714
206	1,622	.009714
301	1,449	.008678
302	1,083	.006486
303	1,097	.006570

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<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
304	1,337	.008007
305	1,086	.006504
306	1,716	.010277
307	982	.005881
308	1,343	.008043
309	1,110	.006648
310	1,286	.007702
311	1,641	.009828
312	1,619	.009696
313	985	.005899
314	1,086	.006504
315	1,178	.007055
316	1,295	.007756
317	1,762	.010552
318	1,625	.009732
401	1,458	.008732
402	1,091	.006534
403	1,100	.006588
404	1,333	.007983
405	959	.005743
406	1,716	.010277
407	958	.005737
408	1,339	.008019
409	1,107	.006630
410	1,283	.007683
411	1,640	.009822
412	1,631	.009768
413	957	.005731
414	954	.005713
415	1,174	.007031
416	1,290	.007726
417	1,762	.010553
418	1,620	.009702
501	1,447	.008666
502	1,090	.006528
503	1,104	.006612
504	1,331	.007971
505	959	.005743
506	1,720	.010301
507	959	.005743
508	1,329	.007959
509	1,109	.006641
510	1,287	.007708
511	1,647	.009863
512	1,635	.009792
513	962	.005761

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<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
514	957	.005731
515	1,182	.007079
516	1,291	.007732
517	1,762	.010552
518	1,622	.009714
601	1,458	.008732
602	1,098	.006576
603	1,100	.006588
604	1,329	.007959
605	957	.005731
606	1,715	.010271
607	951	.005695
608	1,343	.008043
609	1,106	.006624
610	1,285	.007696
611	1,642	.009834
612	1,625	.009732
613	963	.005767
614	962	.005761
615	1,178	.007055
616	1,296	.007762
617	1,760	.010540
618	1,617	.009684
701	3,508	.021009
702	2,294	.013739
703	1,775	.010630
704	1,745	.010451
705	2,288	.013703
706	2,535	.015182

Commercial Units:Unit Number

C-1	325	.001965
C-2	135	.000814

Parking Units:

Each Parking Unit [189 parking units @ .000529 per unit]		<u>.099981</u>
---	--	----------------

TOTAL 1.00

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EXHIBIT C-2

Proportion of Expenses Relating to  
Fell Street Limited Common Elements

<u>Unit Number</u> <u>Fell Street Building</u>	<u>Square</u> <u>Footage</u>	<u>Proportion of Expenses</u> <u>Relating to Fell Street</u> <u>Limited Common Elements</u>
936	2,898	.022082
938	1,704	.012984
940	1,704	.012984
942	1,712	.013045
944	1,893	.014424
946	1,712	.013045
948	1,704	.012984
950	1,704	.012984
201	1,293	.009852
202	1,345	.010248
203	1,337	.010187
204	1,347	.010264
205	1,288	.009814
206	1,622	.012359
301	1,449	.011041
302	1,083	.008252
303	1,097	.008359
304	1,337	.010187
305	1,086	.008275
306	1,716	.013075
307	982	.007482
308	1,343	.010233
309	1,110	.008458
310	1,286	.009799
311	1,641	.012504
312	1,619	.012336
313	985	.007505
314	1,086	.008275
315	1,178	.008976
316	1,295	.009867
317	1,762	.013426
318	1,625	.012382
401	1,458	.011109
402	1,091	.008313
403	1,100	.008382
404	1,333	.010157
405	959	.007307
406	1,716	.013075

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<u>Unit Number</u> <u>Fell Street Building</u>	<u>Square</u> <u>Footage</u>	<u>Proportion of Expenses</u> <u>Relating to Fell Street</u> <u>Limited Common Elements</u>
407	958	.007300
408	1,339	.010203
409	1,107	.008435
410	1,283	.009776
411	1,640	.012496
412	1,631	.012428
413	957	.007292
414	954	.007269
415	1,174	.008945
416	1,290	.009829
417	1,762	.013426
418	1,620	.012344
501	1,447	.011026
502	1,090	.008305
503	1,104	.008412
504	1,331	.010142
505	959	.007307
506	1,720	.013106
507	959	.007307
508	1,329	.010127
509	1,109	.008450
510	1,287	.009807
511	1,647	.012550
512	1,635	.012458
513	962	.007330
514	957	.007292
515	1,182	.009006
516	1,291	.009837
517	1,762	.013426
518	1,622	.012359
601	1,458	.011109
602	1,098	.008366
603	1,100	.008382
604	1,329	.010127
605	957	.007292
606	1,715	.013068
607	951	.007246
608	1,343	.010233
609	1,106	.008427
610	1,285	.009791
611	1,642	.012512
612	1,625	.012382
613	963	.007338
614	962	.007330

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<u>Unit Number</u> <u>Fell Street Building</u>	<u>Square</u> <u>Footage</u>	<u>Proportion of Expenses</u> <u>Relating to Fell Street</u> <u>Limited Common Elements</u>
615	1,178	.008976
616	1,296	.009875
617	1,760	.013411
618	1,617	.012321
701	3,508	.026730
702	2,294	.017480
703	1,775	.013525
704	1,745	.013296
705	2,288	.017434
706	2,535	.019316
	<b>TOTAL</b>	<b>1.00</b>

**Exhibit D-1**  
Bylaws of  
Belt's Landing, A Condominium, Inc.  
Liber 3391, Folio 49 thru 70  
follow

**Exhibit D-1(A)**  
[Initial] Rules and Regulations  
(Applicable to Residential and Parking Units)  
Liber 3391, Folio 71 thru 73  
have been omitted as  
those Rules and Regulations  
have been superceded

**Exhibit D-1(B)**  
[Initial] Rules and Regulations  
(Applicable to Commercial Units)  
Liber 3391, Folio 74 thru 75  
have been omitted as  
those Rules and Regulations  
have been superceded

**Exhibit D-2**  
Bylaws of  
Pier Unit Owners of Belt's Landing Condominium  
Liber 3391, Folio 76 thru 92  
follow