

AMENDED DECLARATION
CASA DEL SOL CONDOMINIUM

THIS amended Declaration made and entered into as of this 22nd day of September, 1977, by and between CASA DEL SOL OF MARYLAND, INC., a Florida Corporation, party of the first part, and IRWIN B. LINDENBERG, CAROLE L. LINDENBERG, J & L LANDSCAPING, INC., a Maryland Corporation, WESLEY M. HODGKIN, DOROTHY D. HODGKIN, ROSE ROBINSON COWEN, MICHAEL J. SPONSELLER, MARGARET A. SPONSELLER, MAY HARDWARE COMPANY, a District of Columbia Corporation, FRANK M. WEINBERGER, AILEEN B. WEINBERGER, ELIZABETH A. NEEBE, MILTON O. JOHNSON, EVA A. JOHNSON, WILLARD A. SAAR, ALICE N. SAAR, ROBERT J. LAGAS, SALLY E. LAGAS, JOHN O. MARTIN, JOHN CHIASSON and BRENDA LEE CHIASSON, parties of the second part; said parties of the first and second part hereinafter and in the Exhibits attached hereto sometimes collectively called "Declarants".

WHEREAS, the Declarants are the owners in fee simple of certain land located in the Tenth Election District of Worcester County, Maryland, all as more particularly described on Exhibit A attached hereto and made a part hereof, together with all improvements located thereon and appurtenances thereto, and

WHEREAS, a portion thereof, namely Lots 208, 209, 210 and 211 in the subdivision known as "Bayside Keys" as per plat thereof duly recorded among the Land Records of Worcester County, Maryland in Plat Book FWH 8 Plat No. 39, has been heretofore established as a Condominium Regime known as Casa Del Sol Condominium, pursuant to that certain Master Deed dated February 11, 1974 and recorded among the aforesaid Land Records on May 10, 1974 in Liber 435, page 280, and

WHEREAS, the parties hereto are the owners of all of the nineteen (19) Condominium Units contained in said Casa Del Sol Condominium, and

WHEREAS, the party of the first part is the owner of the balance of the land described on Exhibit A attached hereto (other than the hereinabove described Lots 208 thru 211 inclusive) upon which there are presently located forty-six (46) single family residential townhouse living units, and

WHEREAS, the party of the first part desires to establish said Property, containing forty-six (46) residential townhouse units, as a Condominium Regime and the parties of the first and second part desire to merge, combine and consolidate their respective properties, all as described on Exhibit A attached hereto, to create one single

Condominium Regime and to modify and amend the existing Condominium Documents to comply with the current applicable Maryland laws, all as more particularly herein set forth and all Beneficiaries of Mortgages and Deeds of Trust secured on said properties have joined in the execution of this amended Declaration to signify their consent hereto.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be gained hereby the parties of the first and second part do hereby agree, consent and declare that the said hereinabove referred to Casa Del Sol Condominium Master Deed and By-Laws recorded in Liber 435, page 280 among the aforesaid Land Records and all Exhibits referred to therein, including, without limitation, the Plats recorded in Plat Book FWH-20, folios 43 through 48 among the aforesaid Land Records, are hereby amended in their entirety, for all purposes, to read as follows:

"DECLARATION"

This Declaration, made and entered into as of this 22nd day of September, 1977, by and between CASA DEL SOL OF MARYLAND, INC., a Maryland Corporation, IRWIN B. LINDENBERG, CAROLE L. LINDENBERG, J & L LANDSCAPING, INC., a Maryland Corporation, WESLEY M. HODGKIN, DOROTHY D. HODGKIN, ROSE ROBINSON COWEN, MICHAEL J. SPONSELLER, MARGARET A. SPONSELLER, MAY HARDWARE COMPANY, a District of Columbia Corporation, FRANK M. WEINBERGER, AILEEN B. WEINBERGER, ELIZABETH A. NEEBE, MILTON O. JOHNSON, EVA A. JOHNSON, *WILLARD A. SAAR*, *ALICE N. SAAR*, ROBERT J. LAGAS, SALLY E. LAGAS, JOHN O. MARTIN, JOHN CHIASSON and BRENDA LEE CHIASSON, hereinafter and in the Exhibits attached hereto sometimes collectively called "Declarants".

WHEREAS, the Declarants are the owners in fee simple of certain land located in Worcester County, Maryland, and more particularly described on Exhibit A attached hereto and made a part hereof, together with all improvements located thereon and appurtenances thereto; and

WHEREAS, the Declarants desire to establish a Condominium Regime pursuant to The Real Property Article, Section 11-101, et. seq., of the annotated Code of Maryland, and it is the desire and intention of the Declarants to divide said property and the improvements thereon into Condominium Units to sell and convey the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth, each of which is for the benefit of said property and the subsequent owners thereof; and

WHEREAS, simultaneously with the recordation hereof the Declarants have filed for record in the office of the Clerk of Court for the Circuit Court for Worcester County, Maryland, certain Plats and Plans of Condominium Subdivision entitled "CASA DEL SOL CONDOMINIUM" prepared by C. Kenneth Carter & Associates, Land Surveyors

containing ten (10) pages, dated August, 1977, and certified by C. Kenneth Carter, Registered Land Surveyor, licensed to practice in the State of Maryland, and which Plats and Plans are incorporated herein by reference and are hereinafter collectively referred to as the "Plats and Plans"; and

WHEREAS, the Declarants desire and intend, by the recordation of this Declaration, to submit the property described in Exhibit A, together with all improvements thereon, and all appurtenances thereto, to the provisions of the Real Property Article, Section 11-101, et. seq., of the Annotated Code of Maryland, as Condominium Regime to be known as "CASA DEL SOL CONDOMINIUM".

NOW, THEREFORE, the Declarants hereby declare that all of the property described on Exhibit A, together with all improvements thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "Covenants and Restrictions") hereinafter set forth, including the provisions of the By-Laws of the Council of Unit Owners of the Condominium attached hereto as Exhibit B (and by this reference incorporated herein), all of which are declared and agreed to be in aid of a plan for the division thereof into a Condominium, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarants, their successors and assigns, and by any person acquiring owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, trust or other entity, or any combination thereof; which holds such interest solely as security for the performance of an obligation. The entire Condominium Regime, both land and improvements, is divided in the manner and to the extent depicted on the Record Plats and Plans into (a) Units, and (b) Common Elements. The Units are further described in Article III hereof.

ARTICLE I

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

(a) "Unit" or "Condominium Unit" means a three dimensional area as hereinafter described and as graphically shown on the Plats and Plans and includes all of

the improvements contained therein except those specifically excluded herein. The lower vertical boundary of any such Condominium Unit in the Project is a horizontal plane (or planes) which is three (3) feet below the top of the finished surface of the first floor thereof extended to intersect the lateral or perimetrical boundaries thereof. The upper vertical boundary of any such Condominium Unit is a plane (or planes) which coincides with the lower surface of the roof rafters. The lateral or perimetrical boundaries of any such Condominium Unit are vertical planes which coincide with the center line of the perimeter walls thereof where such perimeter walls are common walls with an adjacent Unit (including any projections or extensions of such walls) and to, but not Including, the exterior surface of all other perimeter walls, extended to intersect the upper and lower vertical boundaries thereof and to intersect the other lateral or perimetrical boundaries of the Condominium Unit and which boundaries are intended to and shall include the carport area. In addition to the area contained in each Unit as hereinabove described, all electrical, plumbing and mechanical equipment and appurtenances located within any Unit or adjacent thereto and designed to serve only that Unit, such as appliances, air-conditioners, heaters, range hoods, chimneys, outlets, electrical receptacles, fixtures, pipes, drains, doors, windows, retaining walls, and the like, shall be considered a part of and included in the Condominium Unit.

(b) "Condominium or "Condominium Project" means the property subject to the Declaration.

(c) "Unit Owner" means any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds legal title to a Condominium Unit within the Condominium Project, provided, however, that any person or group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be an owner.

(d) "Council of Unit-Owners" means all of the unit Owners as defined above, in Association.

(e) "Common Elements" means all of the Condominium except the Units and includes both General Common Elements and Limited Common Elements, as hereinafter defined.

(f) "Mortgagee" means the holder of any recorded Mortgage or the Beneficiary of any recorded Deed of Trust encumbering one or more Units, and the word "Mortgage" shall include the words "Deed of Trust".

(g) "Percentage Interest" means the interest expressed as a percentage fraction, or proportion, established pursuant to Article IV of this Declaration.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is used, occupied, and improved subject to this Declaration is located in Worcester County, State of Maryland, and is more particularly described in Exhibit A.

Section 2. The Condominium Units. The buildings in which the Condominium Units are located are divided into fifty-seven (57) Units. The type, general description and number of each Condominium Unit, including its area, location, and such other data as may be necessary or appropriate for its identification, is set forth on the Record Plats and Plans, which Record Plats and Plans have been duly filed concurrently herewith.

ARTICLE III

Common Elements. All areas and facilities shown on the Record Plats and

Plans which are not part of a Unit shall comprise the Common Elements, and such Elements shall be designated as "General Common Elements" and "Limited Common Elements" defined as follows:

Section 1. Limited Common Elements. The Limited Common Elements are those described and/or designated as such on the Record Plats and Plans by appropriate description and/or designation as Limited Common Elements and all such Elements are reserved for the exclusive use of the Condominium Units indicated thereon.

Section 2. General Common Elements. the General Common Elements shall be comprised of all of the Common Elements which are not part of the Limited Common Elements as designated on the Plats and Plans and shall include, but not be limited to the following:

- (a) The land described in Exhibit A, except any portion thereof designated as a Limited Common Element; and
- (b) The driveways, parking areas, bulkhead and walkway, and
- (c) The rear second floor balcony and stairways leading from it.
- (d) All pipes, ducts, wires, flues, cables, conduits and public utility lines which serve more than one Unit.
- (e)

ARTICLE IV

Section 1. Undivided Interest in Common Elements, Etc. Each Condominium Unit shall have the same incidents as real property and the owner of any Condominium Unit shall have such estate therein as may be acquired including an estate in fee simple and shall have an undivided percentage interest in the Common Elements as set forth in Exhibit C attached hereto and made a part hereof and each Unit Owner shall have the percentage interest in the Common Expenses and Common Profits of the Condominium equal to that set forth on said Exhibit C. The undivided interest in the Common Elements shall not be separated from the Condominium Unit to which it appertains and shall be deemed conveyed or encumbered with the Condominium Unit even though such interest is not expressly mentioned or described in the conveyancing deed or other instrument.

Section 2. Votes. The number of votes at meetings of the Council of Unit Owners appurtenant to each Unit shall be as designated on Exhibit C attached hereto and made a part hereof.

ARTICLE V

Section 1. Covenant Against Partition. The Common Elements, both General and Limited, shall remain undivided and appurtenant to the designated Unit. No Owner of any Condominium Unit or any other person shall bring any action for partition or division thereof except as may be provided for in The Real Property Article, Section 11-101, et. seq., of the Annotated Code of Maryland.

Section 2. Encroachments. If any portion of the Common Elements now encroaches upon any Condominium Unit, or if any Condominium Unit now encroaches upon any other Condominium Unit or upon any portion of the Common Elements, as a result of the construction or repair of the building, made by or with the consent of the Council of Unit Owners, or if any such encroachments shall occur hereafter as a result of settlement or shifting of the building, a valid easement for the encroachment and for the maintenance of the same, so long as the building stands, shall exist. In the event the building, any adjoining Condominium Unit, or any adjoining Common Element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, with the consent of the Council of Unit Owners, then any minor encroachment of parts of the Common

Elements upon any Condominium Unit or of any Condominium Unit upon any other Condominium Unit or upon any portion of the Common Elements, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the ' maintenance thereof shall exist so long as the building containing the Unit or Units affected thereby shall stand.

Section 3. Easements. Each Unit Owner shall have an easement in common with the owners of all Units to use all pipes, wires, ducts, flues, cables, conduits and public utility lines, wherever located, which serve his Unit. The Council of Unit Owners shall have the right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair, or replace the Common Elements contained therein or elsewhere in the building, subject, however, to the provision that the work of installation or repair (other than work done by the Owner of a Unit within his own Unit) shall be performed by the Council of Unit Owners or the Agent of the Council of Unit Owners.

ARTICLE VI

Water and Sewer Charges:

The within Condominium is served by common sewer and water house connections and meters, and thus failure by the Council of Unit owners to pay any of the applicable charges for water and sewer usage may result in termination of service to all of the Units in the within Condominium.

ARTICLE VII

Section 1. Construction and Enforcement. The provisions hereof shall be °liberally construed to achieve the purpose of creating a uniform plan for the operation of a Condominium Project. Enforcement of these covenants and restrictions and of the By-Laws attached hereto shall be by any proceeding at law or in equity against any person or persons violating any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both and against au,y Condominium Unit to enforce any lien created hereby; and the failure or forbearance by the Council of Unit Owners or the Owner of any Condominium Unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive (presumption that any violation or breach or any attempted violation or breach of any of ,l the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 2. Severability. Invalidation of any one of the covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended only with the written consent of every Unit Owner and Mortgagee and any amendment shall become effective: only when recorded among the Land Records where this Declaration is recorded.

Section 4. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

The undersigned parties of the second-part do, by their execution hereof, I certify that they are the owners of the Condominium Unit in the Casa Del Sol Condominium set forth opposite their respective names and they do hereby authorize the appropriate officers of Casa Del Sol of Maryland, Inc., to execute on their

behalf the Plats and Plans herein referred to.

IN WITNESS WHEREOF, the Declarants have caused this writing to be executed in their names on the day and year first above written.

CASA DEL SOL OF MARYLAND, INC.

Attest: Louis R. Johnson
Robert Seig

By: John T. Williams VP
John T. Williams, Vice President

WITNESS: Photy Cover

Irwin B. Lindenberg (SEAL)
IRWIN B. LINDENBERG

Carole L. Lindenberg (SEAL)
CAROLE L. LINDENBERG
Owners of Unit No. 104

J & L LANDSCAPING, INC.

Attest: Kene A. Featherall

By: Veronica M. Lyons Secretary
Owner of Unit No. 113

Kene A. Featherall

Wesley M. Hodgkin (SEAL)
WESLEY M. HODGKIN

Dorothy D. Hodgkin (SEAL)
DOROTHY D. HODGKIN
Owners of Unit No. 117

Kene A. Featherall

Rose Robinson Cowen (SEAL)
ROSE ROBINSON COWEN
Owner of Unit No. 115

Kene A. Featherall

Michael J. Sponseller (SEAL)
MICHAEL J. SPONSELLER

Margaret A. Sponseller (SEAL)
MARGARET A. SPONSELLER
Owners of Unit No. 103

MAY HARDWARE COMPANY

Attest: Kene A. Featherall

By: Richard F. May Secretary
Owner of Unit No. 119

Kene A. Featherall

Frank M. Weinberger (SEAL)
FRANK M. WEINBERGER

Aileen B. Weinberger (SEAL)
AILEEN B. WEINBERGER
Owners of Unit No. 109

Elizabeth A. Neebe

Elizabeth A. Neebe (SEAL)
ELIZABETH A. NEEBE
Owner of Unit No. 106

Kene A. Featherall

Milton O. Johnson (SEAL)
MILTON O. JOHNSON

Eva A. Johnson (SEAL)
EVA A. JOHNSON

Willard A. Saar (SEAL)
WILLARD A. SAAR

Alice N. Saar (SEAL)
ALICE N. SAAR
Owners of Unit No. 112

Rene A. Conticelli

Robert J. Lagas (SEAL)
ROBERT J. LAGAS

Rene A. Conticelli

Sally B. Lagas (SEAL)
SALLY B. LAGAS

Rene A. Conticelli

John O. Martin (SEAL)
JOHN O. MARTIN
Owners of Unit No. 111

John Chiasson (SEAL)
JOHN CHIASSON

Brenda Lee Chiasson (SEAL)
BRENDA LEE CHIASSON
Owners of Unit No. 105

Equitable Savings and Loan Association, being the holder of Notes secured by Deeds of Trust on Units numbered 103, 104, 105, 106, 109, 111, 112, 113, 115, 117 and 119 of Casa Del Sol Condominium, joins in the execution of this instrument to signify its consent to the execution hereof.

Attest: William W. Hogan

EQUITABLE SAVINGS AND LOAN ASSOCIATION

By: [Signature]

STATE OF MARYLAND
COUNTY OF _____, TO WIT:

I, Bonnie Ripley, a Notary Public in and for the State and County aforesaid, do hereby certify that IRWIN B. LINDENBERG and CAROLE L. LINDENBERG parties to a certain Amended Declaration, bearing date on the 23rd day of September, 1977 and hereto annexed, personally appeared before me in said State and County, and being personally well known to me to be the person(s) who executed the said instrument, and acknowledged the same to be their act and deed and that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 23rd day of September, 1977.

Bonnie Ripley
Notary Public

My commission expires: July 1, 1978

STATE OF MARYLAND
COUNTY OF _____, TO WIT:

I, Rene A. Conticelli, a Notary Public in and for the State and County aforesaid, do hereby certify that MICHAEL J. SPONSELLER and MARGARET A. SPONSELLER parties to a certain Amended Declaration, bearing date on the 22nd day of September, 1977 and hereto annexed, personally appeared before me in said State and County, and being personally well known to me to be the person(s) who executed the said instrument, and acknowledged the same to be their act and deed and that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 22nd day of September, 1977.

Rene A. Conticelli
Notary Public

My commission expires: July 1, 1978



STATE OF MARYLAND
COUNTY OF

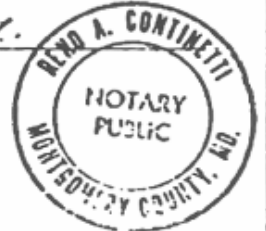
, TO WIT:

I, Renzo A. Cortinetti, a Notary Public in and for the State and County aforesaid, do hereby certify that ROSE ROBINSON COWEN and parties to a certain Amended Declaration, bearing date on the 22nd day of September, 1977 and hereto annexed, personally appeared before me in said State and County, and being personally well known to me to be the person(s) who executed the said instrument, and acknowledged the same to be her act and deed and that she has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 22nd day of September, 1977.

Renzo A. Cortinetti
Notary Public

My commission expires: July 1, 1978



STATE OF MARYLAND
COUNTY OF

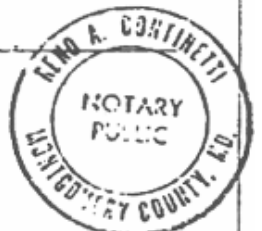
, TO WIT:

I, Renzo A. Cortinetti, a Notary Public in and for the State and County aforesaid, do hereby certify that ROBERT J. LAGAS and SALLY E. LAGAS parties to a certain Amended Declaration, bearing date on the 2nd day of September, 1977 and hereto annexed, personally appeared before me in said State and County, and being personally well known to me to be the person(s) who executed the said instrument, and acknowledged the same to be their act and deed and that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 11th day of September, 1977.

Renzo A. Cortinetti
Notary Public

My commission expires: July 1, 1978



STATE OF MARYLAND
COUNTY OF

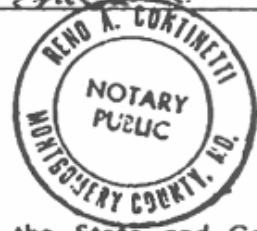
, TO WIT:

I, Renzo A. Cortinetti, a Notary Public in and for the State and County aforesaid, do hereby certify that JOHN O. MARTIN and parties to a certain Amended Declaration, bearing date on the 22nd day of September, 1977 and hereto annexed, personally appeared before me in said State and County, and being personally well known to me to be the person(s) who executed the said instrument, and acknowledged the same to be his act and deed and that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 22nd day of September, 1977.

Renzo A. Cortinetti
Notary Public

My commission expires: July 1, 1978



STATE OF MARYLAND
COUNTY OF

, TO WIT:

I, Renzo A. Cortinetti, a Notary Public in and for the State and County aforesaid, do hereby certify that JOHN CHIASSON and BRENDA LEE CHIASSON parties to a certain Amended Declaration, bearing date on the 22nd day of September, 1977 and hereto annexed, personally appeared before me in said State and County, and being personally well known to me to be the person(s) who executed the said instrument, and acknowledged the same to be their act and deed and that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 22nd day of September, 1977.

Renzo A. Cortinetti
Notary Public

My commission expires: July 1, 1978



STATE OF VIRGINIA
COUNTY OF _____

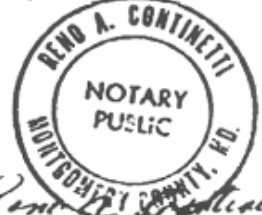
, TO WIT:

I, Rene A. Continetti, a Notary Public in and for the State and County aforesaid, do hereby certify that WESLEY M. HODGKIN and DOROTHY D. HODGKIN, parties to a certain Amended Declaration, bearing date on the 2nd day of September, 1977 and hereto annexed, personally appeared before me in said State and County, and being personally well known to me to be the person(s) who executed the said instrument, and acknowledged the same to be their act and deed and that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 22nd day of September, 1977.

Rene A. Continetti
Notary Public

My commission expires:



STATE OF MARYLAND
COUNTY OF _____

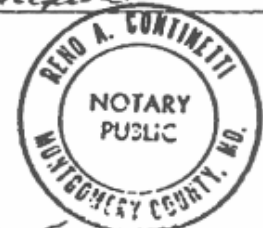
, TO WIT:

On this 2nd day of September, 1977, before me, Rene A. Continetti, the undersigned officer, personally appeared Veronica M. Lyons, who acknowledged himself to be the Secretary of J & L LANDSCAPING, INC., a corporation, and that he as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Secretary.

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

Rene A. Continetti
Notary Public

My commission expires: July 1, 1978



STATE OF MARYLAND
COUNTY OF _____

, TO WIT:

On this 2nd day of September, 1977, before me, Rene A. Continetti, the undersigned officer, personally appeared Richard M. May, who acknowledged himself to be the Secretary of MAY HARDWARE COMPANY, a corporation, and that he as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Secretary.

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

Rene A. Continetti
Notary Public

My commission expires: July 1, 1978



STATE OF MARYLAND
COUNTY OF _____

, TO WIT:

On this 22nd day of September, 1977, before me, John T. Williams, the undersigned officer, personally appeared Linda Bluffeth who acknowledged himself to be the Vice President of Casa Del Sol of Maryland, Inc., a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

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

Linda Bluffeth
Notary Public

My commission expires: July 1, 1978