

SUSSEX SQUARE CONDOMINIUM COUNCIL, INC.

ARTICLES OF INCORPORATION

THIS IS TO CERTIFY:

That I, SEARLE E. MITNICK, whose post office address is Tenth Floor, Sun Life Building, 20 S. Charles Street, Baltimore, Maryland, 21201, being of full legal age, do hereby form a corporation under and by virtue of the General Laws of the State of Maryland, and for such purposes do hereby make, execute and adopt the following Articles of Incorporation:

ARTICLE I. The name of the Corporation shall be:

"SUSSEX SQUARE CONDOMINIUM COUNCIL, INC."

ARTICLE II. The general purposes for which this Corporation is formed, and the business or objects to be carried on and promoted by it, are as follows:

(a) to organize and operate a corporation, no part of the net earnings of which is to inure to the benefit of any member or other individual;

(b) pursuant to and in conformity with the requirements of Title 11 of the Real Property Article of the Annotated Code of Maryland (1981, 1982 Cum.Supp.), hereinelsewhere called the "Condominium Act", and in a manner consistent with a certain Declaration and By-Laws relating thereto and heretofore recorded among the Land Records for Anne Arundel County, to provide for the maintenance, operation and management of a certain condominium project located in Anne Arundel County, Maryland, sometimes hereinafter called "the Condominium" and identified as follows:

"SUSSEX SQUARE CONDOMINIUM"

For the general purposes aforesaid, and limited to those purposes, this Corporation shall have the following powers:

(a) to acquire, construct, manage, improve, maintain, operate, care for and to buy, own, sell, convey, assign, mortgage or lease any real estate and any personal property necessary to or incident to the furtherance of the business of this Corporation; and

(b) to borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, to secure the same by mortgage, deed of trust, pledge, or other lien; and

(c) to enter into any kind of activity, and to perform and carry out contracts of any kind necessary to, or in conjunction with, or incidental to the accomplishment of the non-profit purposes of the Corporation; and

(d) to exercise and perform, without limitation, all of the powers, functions and duties of the Council of Unit Owners of the Condominium hereinabove referred to in a manner consistent with the provisions of the Condominium Act, the aforesaid Declaration and By-Laws; and

(e) insofar as permitted by law, to do any other thing that, in the judgment of the Board of Directors, will promote the non-profit purposes of the Corporation or the common benefits of its members and, in general, to exercise the powers set out in the Condominium Act, the Declaration hereinabove referred to and the By-Laws of this Corporation and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Condominium Act, the Declaration and the By-Laws.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of this Corporation, and the enjoyment of the exercise thereof, as conferred by the Condominium Act and the General Laws of the State of Maryland.

ARTICLE III. This Corporation shall be without capital stock and will not be operated for profit. This Corporation does not contemplate the distribution of gains, profits or dividends to any of its members. The members of this Corporation shall not be personally liable for the debts, liabilities, or obligations of this Corporation.

ARTICLE IV. Every person, group of persons, corporation, partnership, trust or other legal entity or any combination thereof, who is a record owner of a fee interest in any condominium unit in Plumtree Condominium II as from time to time constituted shall be a member of this Corporation; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a member by reason only of such interest. At such time as a member's ownership of a unit ceases for any reason, membership in the Corporation shall also cease. Other than as an incident to a lawful transfer of title to a unit, membership shall be nontransferable, and any attempted transfer shall be void.

The property, voting and other rights and privileges of membership, the liability of each member for assessments for common expenses, and the method of collection thereof, shall be as set forth in the Declaration and By-Laws relating to the Condominium.

ARTICLE V. The affairs of the Corporation shall be governed by a Board of Directors composed of five (5) persons who must be owners of units in the Condominium, or authorized representatives of any entity which may be an owner of a unit in the Condominium. Notwithstanding the preceding sentence, the Board shall initially be composed of three (3) persons, Herbert J. Siegel, Andrew N. Siegel and Louis Siegel, until they are removed as provided in the By-Laws, until their successors are elected at an annual meeting of the Council of Unit Owners or until they shall resign. The Directors shall serve without compensation except that they will be entitled to reimbursement for reasonable expenses incurred on behalf of the Corporation or while engaged in Corporation business.

The qualifications, powers, duties and tenure of the office of Directors and the manner by which Directors are to be chosen shall be as prescribed and set forth in the By-Laws of the Condominium. Officers of this Corporation shall be elected and shall serve as provided for in said By-Laws.

ARTICLE VI. The Corporation shall indemnify every officer and Director of the Corporation as set forth in the By-Laws.

ARTICLE VII. This Corporation reserves the right to amend, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by statute for the amendment of the Articles of Incorporation.

ARTICLE VIII. The period of existence and duration of the life of this Corporation shall be perpetual, subject to the right of the unit owners to terminate the Condominium as provided in Section 11-123 of the Condominium Act and in the Declaration and By-Laws.

ARTICLE IX. The principal office for the transaction of business of this Corporation shall initially be located in Baltimore City, State of Maryland, at:

14 Straw Hat Road
Owings Mills, Maryland 21117

The following named person shall be designated as the statutory resident agent of this Corporation, and said resident agent is a citizen of and actually resides in the State of Maryland:

Herbert J. Siegel
14 Straw Hat Road
Owings Mills, Maryland 21117

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this day of , 1983.

WITNESS:

SEARLE E. MITNICK

(SEAL)

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DEED

THIS DEED, Made this day of , 198 , by
and between SUSSEX SQUARE JOINT VENTURE, a Maryland general part-
nership, hereinafter called Grantor; and _____ and
_____, hereinafter called Grantee. The use of the
singular hereinafter shall include the plural, if applicable, and
vice versa; and the masculine gender shall include the feminine.

WITNESSETH: That in consideration of the sum of Five
Dollars (\$5.00) and other good and valuable considerations, the
receipt of which is hereby acknowledged by Grantor, (The actual
consideration paid or to be paid is \$ _____) the Grantor
does hereby grant and convey unto the said Grantees, in fee
simple, that certain Condominium Unit in Anne Arundel County,
State of Maryland, more particularly described as follows:

BEING KNOWN AND DESIGNATED as Unit No. ____, in
the Condominium Regime known as "Sussex Square
Condominium" and being part of all the property
more particularly described in a Declaration and
By-Laws dated _____, 1983 and recorded
among the Land Records of Anne Arundel County,
Maryland, in Liber No. ____, Folios ____, etc., and
also as shown on the Record Plat entitled, "Sussex
Square Condominium, Phase I," consisting of ____
pages recorded in Plat Book __, No. ____ among the
Plat Records of Anne Arundel County, Maryland. The
improvements thereon being known as _____
_____.

AND THE GRANTOR does further grant unto the said
Grantees, their heirs, successors, personal representatives and
assigns, as _____, subject to all of the provisions
hereinafter set forth, in fee simple, an undivided interest in
the common elements of the Condominium as now constituted and
described in the Declaration and shown on the plats of said
Condominium duly recorded in the Land Records of the County afore-
said, such interest being in the percentage specified in the
Declaration during such time or for so long as additional phases
of the Condominium as described in the Declaration and shown on
plats are not added to said Condominium.

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AND as additional phases may be added to the Condominium by the Grantor recording amendments and supplements to the aforesaid Condominium documents in the manner provided in the Declaration, then an undivided proportionate interest in the common elements of the Condominium as reconstituted after the annexation of such additional phases, such that the then unit owners of the units in the entire condominium shall by operation of law be vested with the percentage interests in the common elements as set forth in the Declaration, as amended.

TOGETHER WITH the improvements and appurtenances thereunto appertaining, and subject to and with the benefit of the provisions of said Declaration and By-Laws recorded among the Land Records aforesaid.

THIS DEED, is subject to all rights, easements, restrictions, covenants and reservations, limitations, reverters, and provisions contained in said Declaration and By-Laws and amendments thereto, as if said provisions were recited at length herein and the Grantees, by acceptance of this Deed, as evidenced by their joinder herein, hereby expressly assume and agree to be bound by the covenants and provisions of the aforesaid documents and future interests therein granted as if the same had been fully set forth herein, including but not limited to the obligation to make payment of the assessments as prescribed in said Declaration and amendments thereto and By-Laws of said Condominium. And said Grantees by acceptance hereof do irrevocably appoint the Grantor, its successors and assigns, as the Grantees lawful attorney-in-fact to record among the Land Records of Anne Arundel County, Maryland, amendments to the Declaration, the By-Laws and the plats for the purpose of adding additional phases to the Condominium as set forth in the Declaration and hereby acquiesces in the incorporation of said additional phases into the Condominium.

TO HAVE AND TO HOLD the above granted property unto the use of the said persons named as Grantees, their personal representatives, heirs, successors and assigns, the estate hereinabove set forth, but subject to all the provisions hereof and of the documents herein referred to; and the said Grantor covenants that it will warrant specially the property herein conveyed, and it will execute such further assurances as may be requisite.

WITNESS our hands and seals the day and year first above written.

WITNESS:

SUSSEX SQUARE JOINT VENTURE
A Maryland General Partnership

By: SUSSEX SQUARE CONSTRUCTION
CO., INC., General Partner

By: _____ (SEAL)
_____, President

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 198_, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared _____, who acknowledged himself to be the President of Sussex Square Construction Co., Inc., the General Partner of Sussex Square Joint Venture, and that he, as President of such corporate General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the said general partnership by himself as President of such General Partner and by virtue of the authority vested in him, acknowledged the foregoing instrument to be the act and deed of said partnership.

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WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

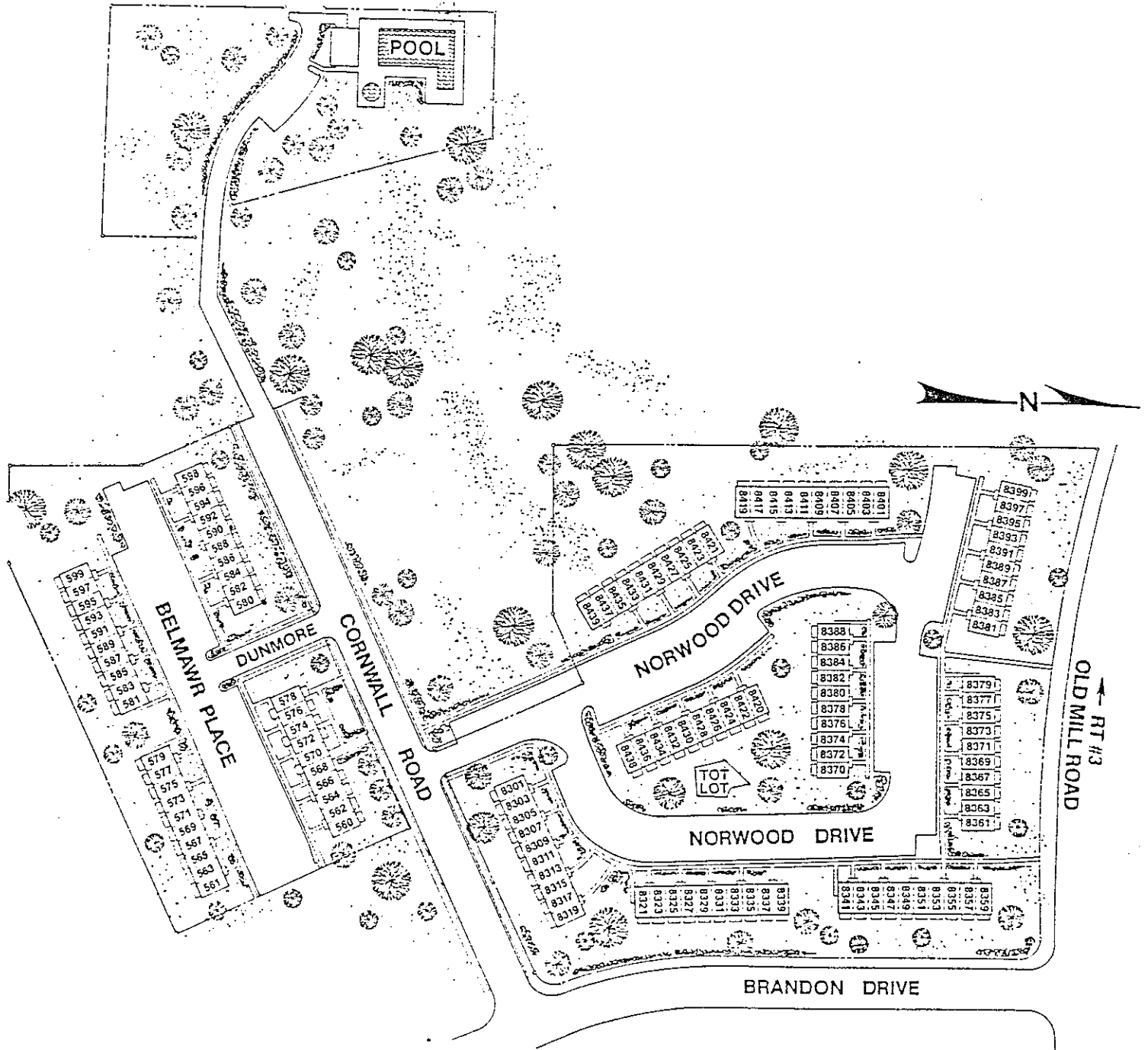
I HEREBY CERTIFY, that on this ____ day of _____,
198_, before me, the subscriber, a Notary Public of the State of
Maryland, personally appeared _____ and _____
_____, known to me (or satisfactorily proven) to
be the persons whose names are subscribed to the within instru-
ment, who signed the same in my presence and acknowledged that
they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

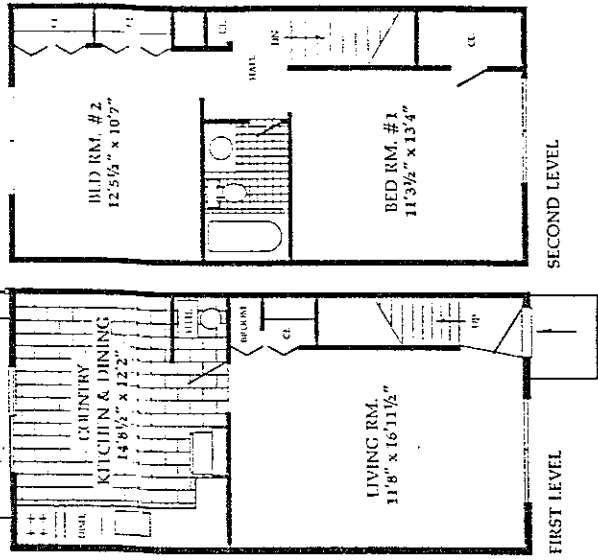
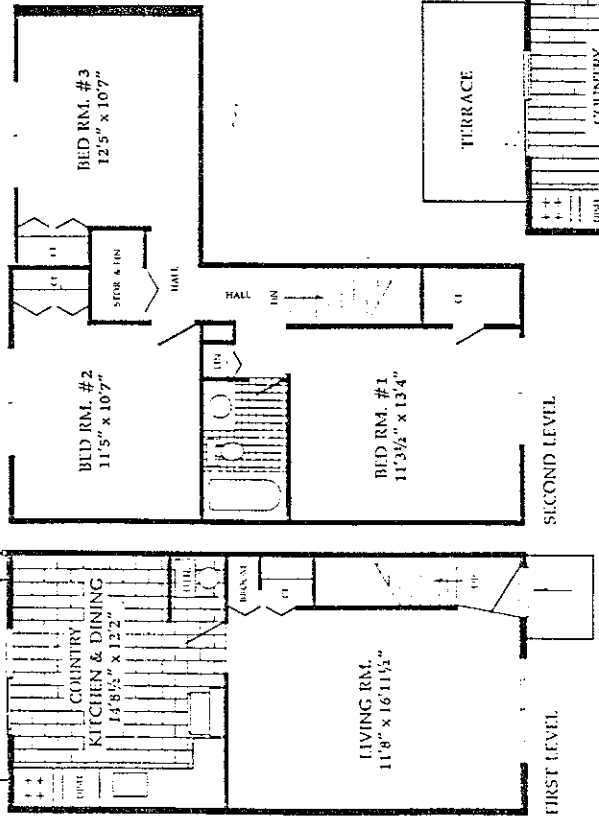
NOTARY PUBLIC

My Commission Expires:

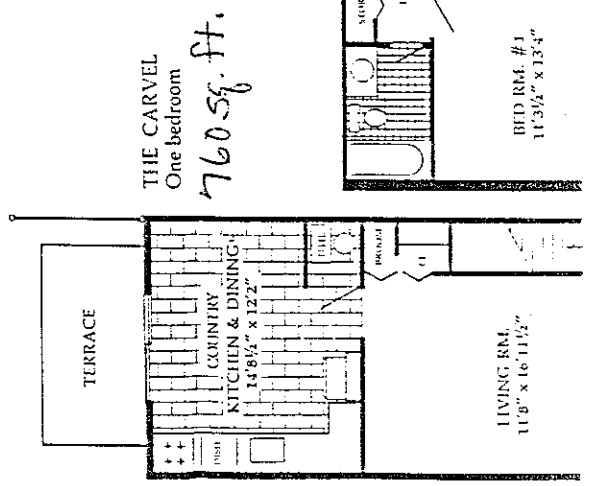
SUSSEX SQUARE



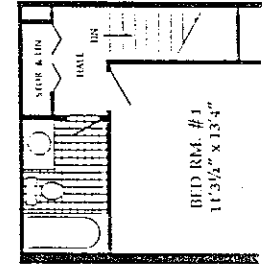
THE BURGESS
Three bedroom
1017 sq ft.



THE ARUNDEL
Two bedroom
859 sq. ft.



THE CARVEL
One bedroom
760 sq. ft.



THE CARVEL
One bedroom
\$..... Per month

THE ARUNDEL
Two bedroom
\$..... Per month

THE BURGESS