

SUSSEX SQUARE CONDOMINIUM

DECLARATION

THIS DECLARATION, made in Anne Arundel County, State of Maryland, on this day of , 1983, by SUSSEX SQUARE JOINT VENTURE, a Maryland partnership, (hereinafter called the "Developer") pursuant to the provisions of Title 11 of the Real Property Article, Annotated Code of Maryland (1981 Repl. Vol., 1982 Cum.Supp.) (hereinafter sometimes referred to as the "Maryland Condominium Act").

W I T N E S S E T H T H A T:

WHEREAS, the Developer is the owner of the parcel of land (hereinafter sometimes referred to as the "Property") situated in Anne Arundel County, State of Maryland, described in Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS, it is the express desire and intention of the Developer to subject the said Property to a condominium regime, hereinafter referred to as SUSSEX SQUARE CONDOMINIUM, or the "Condominium" or the "complex" or the "project"; and

WHEREAS, the part of the Condominium to be located on the Property is sometimes hereinafter referred to as "Phase 1"; and

WHEREAS, the Developer is also the owner of additional land (sometimes hereinafter referred to as the "Expansion Land") situated in Anne Arundel County, State of Maryland, described in Exhibit B attached hereto and by reference made a part hereof; and

WHEREAS, the Developer contemplates the possibility of submitting all or a portion or portions of the Expansion Land for future condominium regimes to be known as Sussex Square

Condominium, Phase 2, et. seq. and further contemplates the possibility of merging the various Phases so that all of the Property, Expansion Land and improvements shall ultimately be part of one condominium regime and governed by one Council of Unit Owners, composed of the unit owners of all the units which shall be located on the Property and the Expansion Land; and

WHEREAS, _____ and _____ are Trustees pursuant to a Deed of Trust dated _____, and recorded among the Land Records of Anne Arundel County in Liber 3669, Folio 62, for the benefit of _____, which Deed of Trust encumbers the property described in Exhibits A and B hereto.

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

ARTICLE I

DECLARATION OF CONDOMINIUM

Developer hereby declares its intent and subjects the Property to a condominium regime pursuant to the Maryland Condominium Act.

Together with the buildings and improvements erected or to be erected thereon, and all rights, roads, ways, alleys, waters, privileges, appurtenances and advantages thereto belonging or in anyway appertaining.

Being the same parcel of land described in the Condominium Plat for Sussex Square Condominium prepared and certified by Evans, Hagen & Holdefer, Inc., Engineers licensed to practice in the State of Maryland, which Condominium Plat (hereinafter referred to as the "Condominium Plat") consists of a plat of the Property of _____ pages and _____ pages of diagrammatic floor plans and other drawings dated _____ which Condominium Plat is intended to be recorded among the Land Records of Anne Arundel County simultaneously herewith; said

Condominium Plat being hereby incorporated by reference herein and made a part hereof.

ARTICLE II

NAME

The name of the Condominium shall be SUSSEX SQUARE CONDOMINIUM.

ARTICLE III

DESCRIPTION OF CONDOMINIUM

The Condominium, both land and improvements, is hereby divided in the manner and to the extent depicted in the Condominium Plat into (a) Units, (b) General Common Elements, and (c) Limited Common Elements.

ARTICLE IV

DESCRIPTION OF UNITS

Each building within the Condominium is divided into a number of separate Condominium units (sometimes hereinafter referred to as "unit" or "units"), as shown on the Condominium Plat. Each unit is capable of individual utilization having its own exit to the common elements of the Condominium. The units will be sold to one or more unit owners, (hereinafter sometimes referred to as the "owner" or "owners"), each owner obtaining a particular and exclusive property right in the unit or units and an undivided interest in the common elements of the Condominium, all of the above in accordance with the Maryland Condominium Act.

The dimensions, areas and locations of each unit are shown graphically on the Condominium Plat; provided, however, that the existing physical boundaries of any unit or common element constructed or reconstructed in substantial conformity to the Condominium Plat shall be conclusively presumed to be its

boundaries, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries, as described herein or shown on the Condominium Plat, and the existing physical boundaries of any such unit or common element.

There are ten (10) units in the Phase 1 of Condominium.

Except as otherwise provided herein, each unit shall include the space bounded by and enclosed within the following boundaries:

- Top: The plane of the outer (shingle) surface of the roof.
- Bottom: The plane of the surface of the basement floor slab or, if there is no basement, the plane of the surface of the first floor slab.
- Front: Where there is a masonry wall at the front of the unit, the interior surface of the masonry wall; where there is a wood stud wall at the front of the unit, the interior surface of the wood wall stud.
- Rear: Where there is a masonry wall at the rear of the unit, the interior surface of the masonry wall; where there is a wood stud wall at the rear of the unit, the interior surface of the wood wall stud.
- Sides: Where there is a masonry wall at the sides of the unit, the interior surface of the masonry wall; where there is a wood stud at the sides of the unit, the interior surface of the wood wall stud.

In those instances in which the walls or floors are designated as boundaries of the unit, all lath, furring, insulation, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the unit.

The unit includes the doors and windows (to the outside surfaces thereof) and all fixtures and improvements lying wholly within the boundaries of the unit. Any chute, flue, duct, wire, pipe, conduit, fixture insulation or other item of any nature whatsoever which serves only one unit is a part of that unit. The unit also includes all heating and air conditioning machinery

and equipment, front porch and patio light fixtures, electric meters, chimneys and vents serving the unit, whether located within or without the boundaries of the unit. Non-load-bearing walls, partitions and columns located within the boundaries of a unit are part of the unit.

ARTICLE V . . .

DESCRIPTION OF COMMON ELEMENTS

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

a. Limited Common Elements. The areas designated on the Condominium Plat as a patio are limited common elements, as are the patio privacy fences which border on units, the stoop/porch and steps at the front of a unit, the front entrance walk from the front of a unit to the sidewalk adjoining roadways in the Condominium, and same are reserved for the exclusive use of the owner or owners of the condominium unit or units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation on the Condominium Plat.

Unless otherwise provided herein, any expense of ordinary maintenance or repair relating to such limited common elements shall be the responsibility of the owner of the unit to which the element is appurtenant or the unit owners sharing such elements, but all structural maintenance, repair or replacement thereof shall be treated and paid for as a part of the common expense of the Council unless the same shall be caused by negligence or deliberate act of an individual unit owner or other persons residing in a unit with the unit owner's actual or implied consent or permission, in which case expenses of maintenance, repair or replacement relating to such limited common elements shall be borne by and assessed against the individual

unit owner, less the amount of any insurance benefits received by the Council on account thereof.

~~Notwithstanding the immediately preceding sentence, structural maintenance, repair or replacement, and all expenses relating thereto, of patios and patio privacy fences shall be the responsibility and obligation of the unit owner (or, in the case of patio privacy fences, the joint obligation of the owners) to which such elements appertain, and the Council shall have no obligation for any such expense.~~

Foundation planting areas adjacent to a unit are limited common elements appurtenant to such unit. As used herein, the term "foundation planting area" shall mean the area located (1) on the front and side of a unit which is located within the greater of three feet of the front or side walls of a unit or within the railroad tie bed adjacent to such front or side wall; and, (2) within ten feet of the rear wall of a unit. The expense of maintenance and replacement of all grass, plants, trees and shrubs located within the foundation planting area shall be the responsibility of the owner of the unit to which such area is appurtenant.

b. General Common Elements. The general common elements of the Condominium shall consist of all the common elements not described above as a part of the limited common elements, including, but not limited to, land, drives, roadways, curbs, sidewalks, parking areas, lawn areas, tot lots, recreational facilities (if any), trees, shrubbery (except to the extent that such greenery is located with the foundation planting area appurtenant to such unit), utility rooms, conduits, sewer and water mains, water meters, line outlets, hook-ups, and other appurtenances, storm water drains and other lines, oil tanks, exterior flood lighting, gutters and downspouts, foundations, columns, girders, beams, trusses, supporters, and all structural elements

of the buildings, including walls and slabs (except to the extent that such items, locations or devices are part of the unit as hereinabove set forth), trash container area, and all other locations and devices rationally of common use and necessary to the upkeep, use and safety of the buildings and the common elements. Any chute, flue, duct, wire, pipe, conduit or other fixture which serves more than one unit or any portion of the common elements is part of the general common elements.

Any expense of maintenance, repair or replacement relating to the general common elements and structural maintenance, repair or replacement of the general common elements, shall be treated and paid for as a part of the common expense of the Council unless the same shall be caused by the negligence or deliberate act of the individual unit owner or other persons residing in a unit with the unit owner's actual or implied consent or permission, in which case expenses of maintenance, repair or replacement relating to such general common elements shall be borne by and assessed against the individual unit owner, less the amount of any insurance benefits received by the Council on account thereof.

ARTICLE VI

INTERESTS ACQUIRED

a. Interest in Common Elements. The owner of a unit shall have such estate therein as may be acquired, and shall have the same estate or interest, undivided, in the common elements of the Condominium, which interest in the common elements shall be a percentage determined by dividing the number of unit points allocable to such unit by the total number of unit points allocable to all units in the Condominium and multiplying the resulting quotient by 100. The following types of units shall have the following number of "unit points" allocable to such units:

- (a) One (1) bedroom units - 8 unit points
- (b) Two (2) bedroom units - 10 units points
- (c) Three (3) bedroom units - 12 unit points.

The total number of unit points allocable to all of the units in Phase 1 of the Condominium is one hundred (100) unit points. The percentage interest of ownership shall be used to determine an owner's share in the event of distribution of the funds from insurance or sale of the Condominium as provided in this Declaration, the By-Laws or the Maryland Condominium Act.

The percentage interest of each owner in the common elements for Phase 1 of the Condominium is set forth in Exhibit C, attached hereto, and incorporated by reference herein.

b. Interest in Common Expenses and Profits. Each unit owner shall have a percentage interest of common expenses and profits of the Condominium as from time to time constituted, which shall be equal to the unit owner's percentage interest in common elements.

c. Permanent Character of Interests. The percentage interests hereinabove described shall have a permanent character and, except as provided herein, may not be changed without the written consent of all unit owners and their mortgagees. The percentage interests hereinabove described are appurtenant to and shall not be separated from the unit to which they appertain and shall be deemed conveyed or encumbered with the unit even though such interest may not be expressly mentioned or described in any conveyance or other instrument. Furthermore, the common elements shall remain undivided and no unit owner, or group of unit owners, or anyone claiming by, through or under him or them shall bring any action for the partition or division of the co-ownership of the common elements.

ARTICLE VII

ADMINISTRATION OF CONDOMINIUM AND VOTING

a. Administration. The administration of the Condominium shall be by the Council of Unit Owners (herein called the "Council") in accordance with the Declaration, the By-Laws and shall be in accordance with the laws of the State of Maryland. Every unit owner shall automatically be a member of the Council and shall remain a member of said Council until such time as his ownership ceases for any reason, at which time his membership in the said Council shall automatically cease. Other than as an incident to a lawful transfer of the title to a unit, membership in the Council shall be nontransferrable and any attempted transfer shall be void.

b. Voting in General. Each unit owner or owners shall have one vote per unit owned at the meetings of the Council, as more fully provided in the By-Laws.

ARTICLE VIII

LIEN FOR ASSESSMENTS

Until paid, all sums assessed by the Council for common expenses or other assessments made pursuant to this Declaration or the By-Laws, together with interest, late charges, costs of collection and attorney's fees shall constitute a lien on the unit assessed, subject to foreclosure and/or other legal remedies all as more fully set forth in the By-Laws.

ARTICLE IX

COMMON EXPENSES

All expenses for maintenance of the common elements, operation of the Condominium and special assessments shall be assessed to all units in proportion to the percentage interest in the common expenses for that unit as set forth in Article VI, Section (b). All such charges and assessments shall be levied in

accordance with and governed by the By-Laws.

ARTICLE X

COMPLIANCE WITH CONDOMINIUM REGIME

All present and future owners of units, their tenants, occupants, licenses and invitees shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations of the Council, as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement between such owner, tenant or occupant and the Council that the provisions of this Declaration, the By-Laws and the Rules and Regulations as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. Failure to comply with any of the aforesaid provisions or rules shall be grounds for an action to recover sums due, for damages and/or for injunctive relief.

ARTICLE XI

NO EXEMPTION FROM LIABILITY

No owner of a Condominium unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.

ARTICLE XII

GRANTOR/GRANTEE LIABILITY

In a voluntary conveyance of a unit, the grantee of the

unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Council against the grantor for his share of the common expenses up to the time of the voluntary grant without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any contract purchaser of a unit shall be entitled, on written request, to a statement in writing from the Council setting forth the amount of any unpaid assessments against the grantor due the Council, and such purchaser shall not be liable for, nor shall the Condominium unit conveyed be subject to a lien for, any unpaid assessments made by the Council against the grantor or the unit in excess of the amount therein set forth.

ARTICLE XIII

EXPANSION OF CONDOMINIUM

Developer reserves the right for a period not exceeding seven (7) years from the date of recording of this Declaration to add additional phases to the Condominium. As each additional portion of the Expansion Land is subjected to the condominium regime, the percentage interests in the common elements of the unit owners in preceding phases shall be reduced, and appropriate percentage interests in the common elements of the added phases shall vest in the unit owners in preceding phases, and appropriate percentage interests in the common elements of the preceding phases shall vest in unit owners in the added phases. Nothing herein contained shall be in any way construed to require the Developer to expand the Condominium or build additional units, such events being solely within the Developer's discretion.

The description of the additional phases that may be added to the Condominium, in whole or in part, is set forth in Exhibit B and is shown on the Condominium Plat. Although future

additional phases have been designated by number, Developer reserves the right to annex future phases in any order and/or to annex more than one addition phase simultaneously.

In no event will more than one hundred twenty (120) units be added in future phases of the Condominiums, so that the total number of units in the entire Condominium will not exceed one hundred thirty (130) units. Each unit owner or owners will have one vote per unit at the meetings of the Council of Unit Owners of the Condominium as said Council is from time to time constituted, as additional phases are added to the condominium regime.

The percentage interest of each unit, in the common elements of the Condominium and in common profits and expenses shall be recalculated immediately after an additional phase shall have been added to the Condominium. The percentage ownership in the common elements for a unit shall be determined by dividing the number of unit points allocable to the particular unit as set forth in this Declaration or the Amendment to this Declaration establishing the particular phase of the Condominium in which said unit is located, by the total number of unit points allocable to all units in the combined Condominium, as from time to time constituted, and as set forth in this Declaration establishing the Condominium and in the subsequent Amendments thereto which shall from time to time be recorded as additional phases are subjected to the Condominium, and multiplying the quotient thereof by 100.

Each owner and each mortgagee of a condominium unit in the Condominium shall be deemed to have acquiesced in amendments to this Declaration and in amendments to the Condominium Plat for the purpose of adding additional condominium units and common elements to the Condominium, as set forth above, and shall be

deemed to have granted unto Developer, an irrevocable power-of-attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments and each such unit owner and mortgagee shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required by the Developer, its successors or assigns, to properly accomplish such amendments.

ARTICLE XIV

EASEMENTS

a. Repair. The Council and Management Agent, if any, and their agents and employees, shall have an irrevocable right and easement to enter units to make repairs to that unit, other units or common elements when repairs reasonably appear to be necessary for public safety or to prevent damage to property other than that unit, and to restore, maintain and/or repair any part of the Condominium. Such entry to a unit shall only be made after twenty-four (24) hours notice given to the owner or occupant of the unit, except in the event of an emergency in which event entry may be made without prior notice. Entry by the Council or Management Agent, if any, and their agents or employees for the purposes hereinabove specified shall not be deemed a trespass. The aforesaid right of entry shall be exercised so as to cause a minimum amount of interference and inconvenience to the owner of such unit to the extent reasonably practicable.

b. Support. No owner or any other person shall take any action whatsoever in, to or about any unit or the common elements which would in any way adversely affect the support of any unit, of the buildings, or of the common elements or which would in any way impair the structural integrity of any unit, of any

building, or of the common elements. Every portion of a unit and every portion of the common elements which contributes to the structural support of any unit or units, the building or the common elements shall be burdened with an easement of structural support for the benefit of the unit or units, the buildings and the common elements.

c. Encroachment. In the event any portion of the common elements encroaches upon any condominium unit, or in the event any condominium unit encroaches upon any other condominium unit or any common element, as a result of settlement, shifting, or the duly authorized construction or repair of any building, a valid easement for the encroachment and for the maintenance of the same shall and does hereby exist so long as such encroachment exists.

In the event any portion of the Condominium is partially or totally damaged or destroyed by fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed, encroachments of any portion of the common elements upon any condominium unit or of any condominium unit upon any other condominium unit or any portion of the common elements due to such repair or reconstruction shall be permitted, and valid easements for such encroachments and the maintenance of the same shall exist so long as the building stands.

d. Developer. There is hereby reserved to the Developer and its agents, successors and assigns, a non-exclusive easement over all of the common elements of the Condominium for purposes of access, the storage of building supplies and materials and equipment and, without any limitation, for any and all purposes reasonably related to the completion of the Condominium, including, but not limited to, subsequent phases of the Condominium. Such easement shall expire after the last to

occur of the following events: (1) final completion of all units in the Condominium including units in subsequent phases, (2) conveyance of all units in the Condominium to purchasers. In the event that the Developer may at any time be required to perform any warranty work in the Condominium, the easement described in this Paragraph shall automatically extend and exist for such period of time as may be reasonably necessary for the Developer to complete such warranty work.

The Developer also reserves the right to use the common elements and any unit owned by Developer for sales, promotional, administrative and/or other similar purposes for so long as shall be reasonably necessary for the above purposes. Prospective purchasers and/or prospective tenants of units shall also have the right to use the common elements for ingress and egress to and from the sales office and model unit, if any.

e. Easements pass with title. The grant or other disposition of a unit shall include and grant, and be subject to, any easement mentioned in this Article without the necessity of specific or particular reference to such easement.

f. Other easements.

(i) Developer hereby subjects those general common elements of the Condominium located outside the exterior walls of Buildings, to a perpetual non-exclusive easement, for use in common with the owners, licensees, tenants and invitees of all or any portion of the property described in Exhibit B hereof, for purposes of pedestrian and vehicular ingress, egress, access, parking, and discharge of storm water, and for purposes of connecting to, extending and maintaining utilities (including, but not limited to telephone, storm drains, sanitary sewer, water, electric and gas hook-ups, lines and/or mains), which utilities may be used for the purpose of serving the land, structures and

other improvements which may be constructed on all or any portion of the property described in Exhibit B hereof. The use of the easement granted herein shall at all times be subject to the provisions of this Declaration and the By-Laws as same may from time to time exist. In the event that any portion of the land described in Exhibit B shall be annexed to the Condominium pursuant to the provisions of Article XIII hereof, upon the recordation of any such annexation instrument, the common elements of such annexed land shall also be automatically subject to the easement hereinabove described.

(ii) Developer hereby subjects the land described in Exhibit B, excluding as shown however, any buildings erected thereon, to a perpetual non-exclusive easement, for use in common with the owners, licensees, tenants and invitees of all or any portion of the property described in Exhibit A hereof, for purposes of pedestrian and vehicular ingress, egress, access, parking, and discharge of storm water, and for purposes of connecting to, extending and maintaining utilities (including, but not limited to telephone, storm drains, sanitary sewer, water, electric and gas hook-ups, lines and/or mains), which utilities may be used for the purpose of serving the land, structures and other improvements which may be constructed on all or any portion of the property described in Exhibit A hereof. In the event that any portion of the land described in Exhibit B shall be annexed to the Condominium pursuant to the provisions of Article XIII hereof, upon the recordation of any such annexation instrument, the easement described in this subparagraph (ii) shall automatically terminate with respect to such annexed land.

(iii) Developer reserves the right to subject the common elements to easements for use in common with others to whom the Developer has or may in the future grant the use

thereof, for purposes of ingress, egress, access and utilities, but no grant of such an easement shall take place more than twenty (20) years following the date hereof. Developer's right to create such easement shall remain in full force and effect notwithstanding the fact that Developer may not at such time own any portion of the Condominium. For purposes of this subparagraph, the term "Developer" shall mean Sussex Square Joint Venture and any successor in title to Sussex Square Joint Venture except, however, the term "Developer" shall not include Sussex Square Condominium Council, Inc. or any owner of a unit within Sussex Square Condominium unless such unit owner acquires title to property from Sussex Square Joint Venture for purposes of development.

ARTICLE XV

AUTHORITY FOR GRANT OF SPECIFIC EASEMENTS BY COUNCIL

The Council shall have the right, power and authority to grant any specific easement, right-of-way, license, or other similar interest affecting the common elements of the condominium, to the extent permitted by the By-Laws and the Maryland Condominium Act, after approval of any such grant by the affirmative vote of unit owners having sixty-six and two-thirds percent ($66\frac{2}{3}\%$) or more of the votes entitled to be cast at meetings of the Council of Unit Owners, and with the express written consent of the mortgagees holding an interest in those units whose owners have voted affirmatively. The instrument by which any such easement, right-of-way, license or other similar interest is granted by the Council under or pursuant to the provisions of this Article shall expressly state that the grant was so approved by the unit owners having at least sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the votes entitled to be cast at

meetings of the Council, and by the corresponding mortgagees. Nothing contained in this Article XV shall limit the Developer's right to grant easements as provided in Article XIV(f).

ARTICLE XVI

TERMINATION OF CONDOMINIUM

Except in the case of a taking of all the units by eminent domain, the condominium shall not be terminated except by the agreement of eighty percent (80%) of the then unit owners and by consent of eighty percent (80%) of holders of first mortgages of unit. Terminations of the Condominium shall be governed by the applicable provisions of the Maryland Condominium Act.

ARTICLE XVII

NO DEDICATION TO PUBLIC USE

Nothing contained herein shall be deemed or construed to dedicate to public use, or to create a general scheme of development in, or to vest rights and/or benefits with respect to this or any other property owned or hereafter required by the Developer, its successors or assigns, nor shall anything herein contained be deemed to deny the right of Developer to develop lands near or adjacent to the Condominium.

ARTICLE XVIII

GENERAL PROVISIONS

a. Severability. It is the intention of the Developer that the provisions of this instrument are severable so that if any provision, condition, covenant or restriction thereof shall be invalid or void under any applicable Federal, State or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof

is, at the time or recording this instrument, void, voidable, or unenforceable as being contrary to any applicable Federal, State or local law, the Developer, its successors and assigns covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid, and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

b. Enforcement; Waiver. In addition to other methods of enforcement set forth in this Declaration or the By-Laws, enforcement of these covenants and restrictions and all of the provisions of the By-Laws attached hereto may be by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Council or any owner to enforce any covenant or restriction herein contained shall be in no event deemed a waiver of the right to do so thereafter, irrespective of the number of violations or breaches which may occur.

c. Number and Gender. Whenever the singular or plural number, or masculine, feminine or neuter gender is used herein, it shall equally include the other, and the use of any gender shall be applicable to all genders.

ARTICLE XIX

AMENDMENTS

a. Prior to the recordation among the Land Records of

Anne Arundel County of the first deed of a unit to a buyer from the Developer, the Developer, without joinder of the Council or of any other person, may amend any of the provisions of this Declaration, the By-Laws annexed hereto, and/or the Condominium Plats by filing an amendment thereto among the Land Records aforesaid. Such amendment need be signed and acknowledged only by the Developer and need not be approved by the Council, unit owners or purchasers, lienors or mortgagees of units (except a mortgage lender who has a lien on the entire Condominium or a mortgage lender who has a lien on the unit, or units, affected whose approval in advance in writing shall be required), whether or not elsewhere required for an amendment.

b. Except as otherwise provided in Article XIII and in Paragraph a. of this Article XIX, this Declaration shall not be changed, modified, supplemented or rescinded without the written consent of every unit owner and his respective mortgagee, and no change, modification, supplement, or rescission of this Declaration shall take effect unless evidenced by an appropriate written instrument or instruments, executed by all the unit owners and respective mortgagees, and recorded among the proper Land Records of Anne Arundel County, Maryland. The provisions of this paragraph, however, shall not apply to any change, modification, supplement, or rescission of the By-Laws, which may be effected by the affirmative vote of unit owners having sixty-six and two-thirds percent (66-2/3%) or more of the votes entitled to be cast at meetings of the council of unit owners.

IN WITNESS WHEREOF, the Developer sets its hand and seal affixed by its President as of the day and year first above written.

WITNESS:

SUSSEX SQUARE JOINT VENTURE

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

By: _____ (SEAL)
President

By: BRANDON, INC.,
General Partner

By: _____ (SEAL)
President

The Trustees join in this Declaration for the purpose of consenting to and subordinating their lien under the Deed of Trust referred to in the Recitals to the provisions of this Declaration.

WITNESS:

_____, Trustee (SEAL)

_____, Trustee (SEAL)

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I, the undersigned, a Notary Public in and for the State of Maryland, do hereby certify that on this _____ day of _____, 1983, before me, personally appeared HERBERT J. SIEGEL, President of Sussex Square Construction Co., Inc. and T. KEVIN CARNEY, President of Brandon, Inc., both corporations being the General Partners of Sussex Square Joint Venture, and they made oath in due form of law that they executed this Declaration as the act and deed of their respective corporations as General Partners of said Joint Venture for the purpose of establishing a Condominium Regime.

Notary Public

My Commission Expires: July 1, 1986

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____,

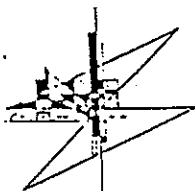
1983, before me, the Subscriber, a Notary Public in and for the State of Maryland, personally appeared _____ and _____, Trustees pursuant to a Deed of Trust, and they made oath in due form of law that they are executing the foregoing instrument for the purposes therein contained.

As Witness, my hand and Notarial Seal.

Notary Public

My Commission Expires: July 1, 1986

EVANS, HAGAN & HOLDEFER, INC.



8013 BELAIR ROAD / BALTIMORE, MD. 21236 (301) 668-1501

May 13, 1983

DESCRIPTION OF CONDOMINIUM PHASE 1
SUSSEX SQUARE CONDOMINIUMS
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at a point situate on the south side of Old Mill Road, 80 feet wide, at a point distant 492.52 feet measured in a westerly direction on said south side of Old Mill Road from its intersection with the west side of Brandon Drive, 60 feet wide, said place of beginning being situate at the beginning of the 2nd line of the 1st parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L.No. _____, folio _____, was conveyed by **Atlantic Housing Partnership - 1972**, to Sussex Square Joint Venture, thence leaving said place of beginning and running and binding on said south side of Old Mill Road and also binding on a part of the 2nd line of the aforesaid deed, referring all courses of this description to the Maryland Coordinate System, (1) southeasterly by a line curving to the left with a radius of 1,472.39 feet for a distance of 219.96 feet (the arc of said curve being subtended by a chord bearing South 82 degrees 27 minutes 38 seconds East 219.76 feet), thence leaving said south side of Old

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JAMES L. HAYES
EDWARD F. HAYES, JR.

L. ALLEN, JR.
P.E.L.S.

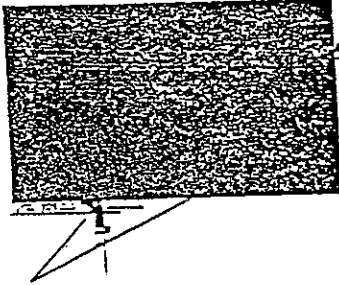
WESTMINSTER
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GEORGE RICHAVANCE, L.S.

Sussex Square Condominiums
Phase 1
May 13, 1983
Page Two

Mill Road and running for condominium phase lines, the five following courses and distances, viz: (2) South 03 degrees 15 minutes 35 seconds West 142.15 feet, thence (3) South 87 degrees 24 minutes 34 seconds West 26.77 feet, thence (4) southwesterly by a line curving to the left with a radius of 38.67 feet for a distance of 15.46 feet (the arc of said curve being subtended by a chord bearing South 75 degrees 57 minutes 32 seconds West 15.35 feet), thence (5) northwesterly by a line curving to the left with a radius of 257.10 feet for a distance of 116.90 feet (the arc of said curve being subtended by a chord bearing North 75 degrees 57 minutes 01 seconds West 115.90 feet, and thence (6) North 88 degrees 58 minutes 35 seconds West 45.60 feet to intersect the 1st line of the 1st parcel of the above-mentioned deed thence running and binding on part of said 1st line, (7) North 03 degrees 56 minutes 40 seconds West 147.09 feet to the place of beginning.

CONTAINING 0.674 acres of land, more or less.

BEING a portion of the 1st parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No., _____, folio _____ was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture.



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May 13, 1983

DESCRIPTION OF CONDOMINIUM PHASE 2
SUSSEX SQUARE CONDOMINIUMS
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at a point formed by the intersection of the south side of Old Mill Road, 80 feet wide, with the west side of Brandon Drive, 60 feet wide, said place of beginning being situate at the beginning of the 4th line of the 1st parcel of the land which by deed dated _____ and re-
corded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. _____, folio _____, was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture, thence leaving said place of beginning and running and binding on said west side of Brandon Drive and also binding on said 4th line and on a part of the 5th line of the aforesaid deed, referring all courses of this description to the Maryland Coordinate System, the two following courses and distances, viz: (1) southeasterly by a line curving to the right with a radius of 20.00 feet for a distance of 31.42 feet (the arc of said curve being subtended by a chord bearing South 48 degrees 58 minutes 20 seconds East 28.28 feet), and thence (2) South 03 degrees 58 minutes 20 seconds East 203.79 feet, thence leaving

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JURI MAISTE, L.S.
GERALD P. MARRAGOS, P.E., L.S.
MICHAEL T. MAGUIRE, P.L.S.

CAMBRIDGE
L ALAN EVANS, P.E., L.S.

WESTMINSTER
RICHARD L HULL, P.L.S.
GEORGE PICKAVANCE, L.S.

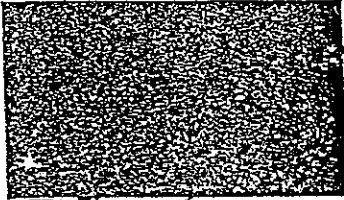
Ex B, 1 of 2

Sussex Square Condominiums
Phase 2
May 13, 1983
Page Two

said west side of Brandon Drive and running for condominium phase lines, the eight following courses and distances, viz: (3) South 86 degrees 01 minutes 40 seconds West 98.80 feet, thence (4) South 06 degrees 04 minutes 03 seconds East 34.09 feet, thence (5) South 84 degrees 13 minutes 53 seconds West 32.08 feet, thence (6) North 05 degrees 46 minutes 07 seconds West 76.17 feet, thence (7) northwesterly by a line curving to the left with a radius of 52.00 feet for a distance of 40.09 feet (the arc of said curve being subtended by a chord bearing North 27 degrees 51 minutes 09 seconds West 39.10 feet), thence (8) North 40 degrees 03 minutes 50 seconds East 36.38 feet, thence (9) North 22 degrees 04 minutes 51 seconds East 50.13 feet, and thence (10) North 03 degrees 58 minutes 20 seconds West 75.79 feet to intersect the abovementioned south side of Old Mill Road and also to intersect the 3rd line of the 1st parcel of the abovementioned deed, thence running and binding on said south side of Old Mill Road and also binding on part of said 3rd line, (11) North 86 degrees 01 minutes 40 seconds East 80.53 feet to the place of beginning.

CONTAINING 0.631 acres of land, more or less.

BEING a portion of the 1st parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Record of Anne Arundel County, Maryland in Liber W.G.L. No. _____, folio _____, was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture.



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May 13, 1983

DESCRIPTION OF CONDOMINIUM PHASE 3
SUSSEX SQUARE CONDOMINIUM
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at a point situate at the beginning of the 5th line of the 2nd parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. _____, folio _____, was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture, thence leaving said place of beginning and running and binding on a part of said 5th line, referring all courses of this description to the Maryland Coordinate System, (1) South 61 degrees 50 minutes 00 seconds West 198.86 feet, thence running for condominium phase lines, the two following courses and distances, viz: (2) North 28 degrees 11 minutes 06 seconds West 126.64 feet, and thence (3) North 61 degrees 47 minutes 06 seconds East 198.90 feet to intersect the 4th line of the 2nd parcel of the above-mentioned deed, thence running and binding on part of said 4th line, (4) South 28 degrees 10 minutes 00 seconds East 126.81 feet to the place of beginning.

CONTAINING 0.579 acres of land, more or less.

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MICHAEL T. MAGUIRE, P.L.S.

CAMBRIDGE
L. ALAN EVANS, P.E., L.S.

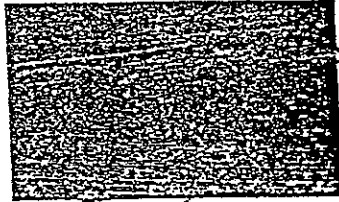
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GEORGE PICKAVANCE, L.S.

Ex B, 3 of 28

31

Sussex Square Condominiums
Phase 3
May 13, 1983
Page Two

BEING a portion of the 2nd parcel of the land which by
deed dated _____ and recorded or intended
to be recorded among the Land Records of Anne Arundel County,
Maryland in Liber W.G.L. No., _____, folio _____, was conveyed
by Atlantic Housing Partnership - 1972, to Sussex Square Joint
Venture.



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May 13, 1983

DESCRIPTION OF CONDOMINIUM PHASE 4
SUSSEX SQUARE CONDOMINIUMS
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at a point situate on the west side of Brandon Drive, 60 feet wide, at a point distant 163.32 feet measured in a northerly direction on said west side of Brandon Drive from its intersection with the northwest side Cornwall Road, 55 feet wide, said place of beginning being situate at the beginning of the 6th line of the 1st parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. _____, folio _____, was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture, thence leaving said place of beginning and running and binding on said west side of Brandon Drive and also binding on a part of said 6th line of the aforesaid deed, referring all courses of this description to the Maryland Coordinate System, (1) southeasterly by a line curving to the left with a radius of 480.00 feet for a distance of 101.30 feet (the arc of said curve being subtended by a chord bearing South 10 degrees 01 minutes 05 seconds East 101.11 feet), thence leaving said west side of Brandon Drive and running for condominium phase lines, the ten following courses

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GERALD P. MARAGOS, P.E., L.S.
MICHAEL T. MAGUIRE, P.L.S.

CAMBRIDGE
L. ALAN EVANS, P.E., L.S.

WESTMINSTER
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Ex B, 5 of 28

Sussex Square Condominiums
Phase 4
May 13, 1983
Page Two

and distances, viz: (2) South 73 degrees 56 minutes 11 seconds West 47.63 feet, thence (3) South 83 degrees 57 minutes 02 seconds West 30.86 feet, thence (4) North 75 degrees 53 minutes 47 seconds West 31.80 feet, thence (5) northeasterly by a line curving to the left with a radius of 85.00 feet for a distance of 21.83 feet (the arc of said curve being subtended by a chord bearing North 06 degrees 44 minutes 52 seconds East 21.77 feet), thence (6) South 89 degrees 23 minutes 30 seconds West 35.79 feet, thence (7) northeasterly by a line curving to the left with a radius of 77.00 feet for a distance of 22.42 feet (the arc of said curve being subtended by a chord bearing North 02 degrees 34 minutes 17 seconds East 22.34 feet), thence (8) North 05 degrees 46 minutes 07 seconds West 111.23 feet, thence (9) North 84 degrees 13 minutes 53 seconds East 32.08 feet, thence (10) North 06 degrees 04 minutes 03 seconds West 34.09 feet, and thence (11) North 86 degrees 01 minutes 40 seconds East 98.80 feet to intersect the abovementioned west side of Brandon Drive and also to intersect the 5th line of the 1st parcel of the abovementioned deed, thence running and binding on said west side of Brandon Drive and also binding on part of said 5th line, (12) South 03 degrees 58 minutes 20 seconds East 90.15 feet to the place of beginning.

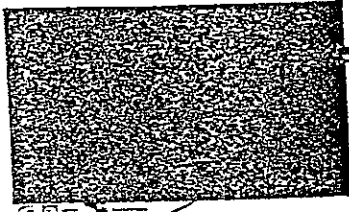
CONTAINING 0.545 acres of land, more or less.

Sussex Square Condominiums
Phase 4
May 13, 1983
Page Three

BEING a portion of the 1st parcel of the land which by deed
dated _____ and recorded or intended to
be recorded among the Land Records of Anne Arundel County, Mary-
land in Liber W.G.L. No. _____, folio _____, was conveyed by Atlantic
Housing Partnership - 1972, to Sussex Square Joint Venture.

Ex B, 7 of 28

(35)



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May 13, 1983

DESCRIPTION OF CONDOMINIUM PHASE 5
SUSSEX SQUARE CONDOMINIUMS
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at a point situate at the beginning of the 6th line of the 2nd parcel of the land which by deed dated _____, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. _____, folio _____, was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture, thence leaving said place of beginning and running and binding on the 6th and 7th lines and on a part of the 1st line of the 2nd parcel of said deed, referring all courses of this description to the Maryland Coordinate System, the three following courses and distances, viz: (1) South 85 degrees 46 minutes 20 seconds West 97.84 feet, thence (2) North 04 degrees 13 minutes 40 seconds West 79.14 feet, and thence (3) North 04 degrees 13 minutes 40 seconds West 15.75 feet, thence running for condominium phase lines, the two following courses and distances, viz: (4) North 61 degrees 47 minutes 06 seconds East 255.00 feet, and thence (5) South 28 degrees 11 minutes 06 seconds East 126.64 feet to intersect the 5th line of the 2nd parcel of the abovementioned deed,

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MICHAEL T. MAGUIRE, P.L.S.

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Ex B, p 423

Sussex Square Condominiums
Phase 5
May 13, 1983
Page Two

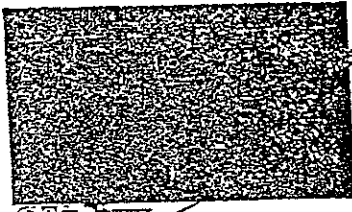
thence running and binding on a part of said 5th line, (6) South
61 degrees 50 minutes 00 seconds West 204.12 feet to the place of
beginning.

CONTAINING 0.773 acres of land, more or less.

BEING a portion of the 2nd parcel of the land which by deed
dated _____ and recorded or intended to be
recorded among the Land Records of Anne Arundel County, Maryland
in Liber W.G.L. No. _____, folio _____ was conveyed by Atlantic
Housing Partnership - 1972, to Sussex Square Joint Venture.

Ex B, 9 4/28

(37)



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May 13, 1983

DESCRIPTION OF CONDOMINIUM PHASE 6
SUSSEX SQUARE CONDOMINIUMS
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME on the southeast side of Cornwall Road, 55 feet wide, at the beginning of the 3rd line of the 2nd parcel of the land which by deed dated and recorded or intended to be recorded among the Land Records of Anne Arundel County in Liber , folio , was conveyed by Atlantic Housing Partnership - 1972 to Sussex Square Joint Venture, said place of beginning being distant 648.22 feet measured in a southwesterly direction on said southeast side of Cornwall Road from the point formed by the intersection of said southeast side of Cornwall Road with the west side of Brandon Drive, 60 feet wide, thence leaving said place of beginning and running and binding on said southeast side of Cornwall Road and also binding on a part of the 3rd line of the 2nd parcel of said deed, referring all courses of this description to the Maryland Coordinate System, (1) North 61 degrees 50 minutes 00 seconds East 218.32 feet, thence leaving said southeast side of Cornwall Road and running for condominium phase lines, the two following courses and distances, viz: (2) South 27 degrees 56 minutes 46 seconds East 130.38 feet, and thence (3) South 61 degrees 47

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MICHAEL T. MAGUIRE, P.L.S.

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Ex B, 10 of 28

Sussex Square Condominiums
Phase 6
May 13, 1983
Page Two

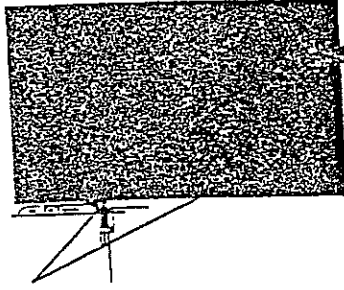
minutes 06 seconds West 231.72 feet to intersect the 1st line of the 2nd parcel of the aforesaid deed, thence running and binding on a part of said 1st line and on the 2nd line of the 2nd parcel of said deed, the two following courses and distances, viz: (4) North 04 degrees 13 minutes 40 seconds West 34.25 feet, and thence (5) North 28 degrees 10 minutes 00 seconds West 99.27 feet to the place of beginning.

CONTAINING 0.658 acres of land, more or less.

BEING a portion of the 2nd parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. _____, folio _____, was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture.

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(39)



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May 13, 1983

DESCRIPTION OF CONDOMINIUM PHASE 7
SUSSEX SQUARE CONDOMINIUMS
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at a point situate on the south side of Old Mill Road, 80 feet wide, at a point distant 86.71 feet measured in a westerly direction on said south side of Old Mill Road from its intersection with the west side of Brandon Drive, 60 feet wide, said place of beginning being situate at the beginning of the 3rd line of the 1st parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. _____, folio _____, was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture, thence leaving said place of beginning and running and binding on said south side of Old Mill Road and also binding on a part of said 3rd line of the aforesaid deed, referring all courses of this description to the Maryland Coordinate System, (1) North 86 degrees 01 minutes 40 seconds East 6.18 feet, thence leaving said south side of Old Mill Road and running for condominium phase lines the six following courses and distances, viz: (2) South 03 degrees 58 minutes 20 seconds East 75.79 feet, thence

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MICHAEL T. MAQUIRE, P.L.S.

CAMBRIDGE

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GEORGE PICKAVANCE, L.S.

Ex. B, 12 6/28

Sussex Square Condominiums
Phase 7
May 13, 1983
Page Two

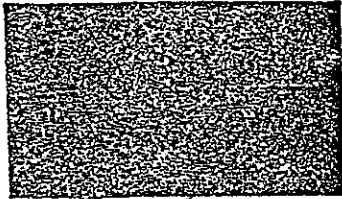
(3) South 22 degrees 04 minutes 51 seconds West 50.13 feet, thence (4) South 40 degrees 03 minutes 50 seconds West 36.38 feet, thence (5) northwesterly by a line curving to the left with a radius of 52.00 feet for a distance of 38.71 feet (the arc of said curve being subtended by a chord bearing North 71 degrees 15 minutes 48 seconds West 37.82 feet), thence (6) South 87 degrees 24 minutes 34 seconds West 127.28 feet, and thence (7) North 03 degrees 15 minutes 35 seconds East 142.15 feet to intersect the aforementioned south side of Old Mill Road and also to intersect the 2nd line of the 1st parcel of the abovementioned deed, thence running and binding on said south side of Old Mill Road and also binding on part of said 2nd line, (8) northeasterly by a line curving to the left with a radius of 1,472.39 feet for a distance of 185.85 feet (the arc of said curve being subtended by a chord bearing North 89 degrees 38 minutes 37 seconds East 185.72 feet) to the place of beginning.

CONTAINING 0.612 acres of land, more or less.

BEING a portion of the 1st parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. _____, folio _____, was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture.

Ex. B, 13 of 28

(41)



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May 13, 1983

DESCRIPTION OF CONDOMINIUM PHASE 8
SUSSEX SQUARE CONDOMINIUMS
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at the end of the 4th of the four following courses and distances measured from the end of the 9th line of the 1st parcel of the land which by deed dated _____, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. _____, folio _____, was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture, referring said courses and all courses of this description to the Maryland Coordinate System, the 1st of said courses being measured reversely and southerly on said 9th line from the end thereof (1) South 28 degrees 10 minutes 00 seconds East 29.64 feet, thence (2) North 62 degrees 23 minutes 27 seconds East 13.16 feet, thence (3) North 28 degrees 33 minutes 00 seconds West 130.12 feet, and thence (4) northwesterly by a line curving to the left with a radius of 182.64 feet for a distance of 54.67 feet (the arc of said curve being subtended by a chord bearing North 37 degrees 07 minutes 30 seconds West 54.47 feet) to the place of beginning, thence leaving said place of beginning and running for condominium phase lines, the eight following courses

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MICHAEL T. MAGUIRE, P.L.S.

CAMBRIDGE
L. ALAN EVANS, P.E., L.S.

WESTMINSTER
RICHARD L. HULL, P.L.S.
GEORGE PICKAVANCE, L.S.

EXB, 14 128

42

Sussex Square Condominiums
Phase 8
May 13, 1983
Page Two

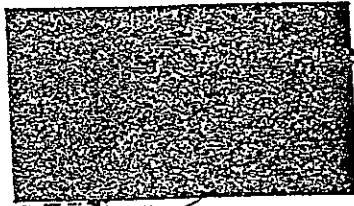
and distances, viz: (1) North 45 degrees 42 minutes 01 seconds West 20.97 feet, thence (2) northwesterly by a line curving to the right with a radius of 147.00 feet for a distance of 148.77 feet (the arc of said curve being subtended by a chord bearing North 16 degrees 42 minutes 29 seconds West 142.50 feet), thence (3) northeasterly by a line curving to the right with a radius of 38.67 feet for a distance of 50.70 feet (the arc of said curve being subtended by a chord bearing North 49 degrees 50 minutes 48 seconds East 47.15 feet), thence (4) North 87 degrees 24 minutes 34 seconds East 154.05 feet, thence (5) southeasterly by a line curving to the right with a radius of 52.00 feet for a distance of 78.80 feet (the arc of said curve being subtended by a chord bearing South 49 degrees 10 minutes 47 seconds East 71.47 feet), thence (6) South 05 degrees 46 minutes 07 seconds East 61.34 feet, thence (7) South 86 degrees 05 minutes 11 seconds West 123.96 feet, and thence (8) South 44 degrees 17 minutes 59 seconds West 100.99 feet to the place of beginning.

CONTAINING 0.718 acres of land, more or less.

BEING a portion of the 1st parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. _____, folio _____, was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture.

Ex. B, 15 of 28

43



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May 13, 1983

DESCRIPTION OF CONDOMINIUM PHASE 9
SUSSEX SQUARE CONDOMINIUMS
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at a point situate in the 1st line of the 1st parcel of the land which by deed dated and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. , folio , was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture, at a point distant 165.00 feet measured in a northerly direction on said 1st line from the beginning thereof, thence leaving said place of beginning and running and binding on part of said 1st line, referring all courses of this description to the Maryland Coordinate System, (1) North 03 degrees 56 minutes 40 seconds West 227.78 feet, thence running for condominium phase lines, the eight following courses and distances, viz: (2) South 88 degrees 58 minutes 35 seconds East 45.60 feet, thence (3) southeasterly by a line curving to the right with a radius of 257.10 feet for a distance of 116.90 feet (the arc of said curve being subtended by a chord bearing South 75 degrees 57 minutes 01 seconds East 115.90 feet), thence (4) southwesterly by a line curving to the left with a radius of 38.67 feet for a distance of 35.24 feet (the arc of said curve

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GEORGE W. HOLDEFER, P.E.
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MICHAEL T. MAGUIRE, P.L.S.

CAMBRIDGE
L. ALAN EVANS, P.E., L.S.

WESTMINSTER
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GEORGE PICKAVANCE, L.S.

Ex B, 16 H 28

44

Sussex Square Condominium
Phase 9
May 13, 1983
Page Two

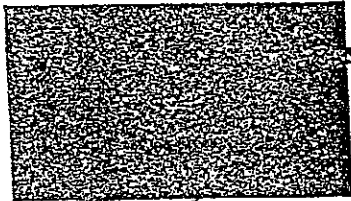
being subtended by a chord bearing South 38 degrees 23 minutes 47 seconds West 34.04 feet), thence (5) southeasterly by a line curving to the left with a radius of 147.00 feet for a distance of 132.42 feet (the arc of said curve being subtended by a chord bearing South 13 degrees 31 minutes 16 seconds East 127.98 feet), thence (6) South 49 degrees 08 minutes 31 seconds West 31.59 feet, thence (7) northwesterly by a line curving to the right with a radius of 159.00 feet for a distance of 16.09 feet (the arc of said curve being subtended by a chord bearing North 37 degrees 57 minutes 32 seconds West 16.08 feet), thence (8) South 54 degrees 27 minutes 08 seconds West 59.20 feet, and thence (9) South 86 degrees 03 minutes 20 seconds West 69.35 feet to the place of beginning.

CONTAINING 0.655 acres of land, more or less.

BEING a portion of the 1st parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No., _____ folio _____, was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture.

Ex B, 17 of 21

(45)



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111 JOHN STREET / WESTMINSTER, MD. 21157 (301) 876-2017

May 13, 1983

DESCRIPTION OF CONDOMINIUM PHASE 10
SUSSEX SQUARE CONDOMINIUMS
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at the beginning for the 1st parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. _____, folio _____, was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture, thence leaving said place of beginning and running and binding on part of the 1st line of said deed, referring all courses of this description to the Maryland Coordinate System, (1) North 03 degrees 56 minutes 40 seconds West 165.00 feet, thence running for condominium phase lines, the nine following courses and distances, viz: (2) North 86 degrees 03 minutes 20 seconds East 69.35 feet, thence (3) North 54 degrees 27 minutes 08 seconds East 59.20 feet, thence (4) southeasterly by a line curving to the left with a radius of 159.00 feet for a distance of 16.09 feet (the arc of said curve being subtended by a chord bearing South 37 degrees 57 minutes 32 seconds East 16.08 feet), thence (5) North 49 degrees 08 minutes 31 seconds East 31.59 feet, thence (6) southeasterly by a line curving to the left with a radius of 147.00 feet for a

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EX. B, 18 of 28

46

Sussex Square Condominiums
Phase 10
May 13, 1983
Page Two

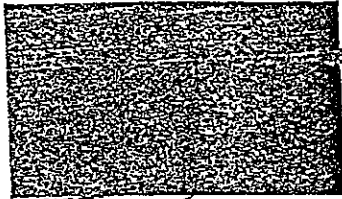
distance of 16.35 feet. (the arc of said curve being subtended by a chord bearing South 42 degrees 30 minutes 49 seconds East 16.34 feet), thence (7) South 45 degrees 42 minutes 01 seconds East 20.97 feet, thence (8) southeasterly by a line curving to the right with a radius of 182.64 feet for a distance of 54.67 feet (the arc of said curve being subtended by a chord bearing South 37 degrees 07 minutes 30 seconds East 54.47 feet), thence (9) South 28 degrees 33 minutes 00 seconds East 130.12 feet, and thence (10) South 62 degrees 23 minutes 27 seconds West 13.16 feet to intersect the 9th line of the 1st parcel of the abovementioned deed, thence running and binding on a part of said 9th line, and on all of the 10th and 11th lines of said deed, the three following courses and distances, viz: (11) North 28 degrees 10 minutes 00 seconds West 29.64 feet, thence (12) South 61 degrees 50 minutes 00 seconds West 76.00 feet, and thence (13) South 86 degrees 04 minutes 50 seconds West 168.64 feet to the place of beginning.

CONTAINING 0.884 acres of land, more or less.

BEING a portion of the 1st parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. _____, folio _____, was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture.

Ex B, 19 of 25

(47)



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May 13, 1983

DESCRIPTION OF CONDOMINIUM PHASE 11
SUSSEX SQUARE CONDOMINIUMS
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at the point formed by the intersection of the west side Brandon Drive, 60 feet wide, with the northwest side of Cornwall Road, 55 feet wide, said place of beginning being situate at the beginning of the 7th line of the 1st parcel of the land which by deed dated _____ and recorded _____ or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. _____, folio _____, was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture, thence leaving said place of beginning and running and binding on said northwest side of Cornwall Road, and also binding on the 7th and 8th lines of the aforesaid deed. referring all courses of this description to the Maryland Coordinate System, the two following courses and distances, viz: (1) southwesterly by a line curving to the right with a radius of 20.00 feet for a distance of 29.81 feet (the arc of said curve being subtended by a chord bearing South 19 degrees 08 minutes 07 seconds West 27.13 feet), and thence (2) South 61 degrees 50 minutes 00 seconds West 242.58 feet, thence leaving said northwest side of Cornwall Road and running and binding on part of the 9th line of the

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EX B, 20 2124

48

Sussex Square Condominiums
Phase 11
May 13, 1983
Page Two

abovementioned deed, (3) North 28 degrees 10 minutes 00 seconds West 130.36 feet, thence running for condominium phase lines, the seven following courses and distances, viz: (4) North 62 degrees 23 minutes 27 seconds East 93.15 feet, thence (5) north-easterly by a line curving to the left with a radius of 77.00 feet for a distance of 69.18 feet (the arc of said curve being subtended by a chord bearing North 36 degrees 39 minutes 04 seconds East 66.88 feet), thence (6) North 89 degrees 23 minutes 30 seconds East 35.79 feet, thence (7) southwesterly by a line curving to the right with a radius of 85.00 feet for a distance of 21.83 feet (the arc of said curve being subtended by a chord bearing South 06 degrees 44 minutes 52 seconds West 21.77 feet), thence (8) South 75 degrees 53 minutes 47 seconds East 31.80 feet, thence (9) North 83 degrees 57 minutes 02 seconds East 30.86 feet, and thence (10) North 73 degrees 56 minutes 11 seconds East 47.63 feet to intersect the abovementioned west side of Brandon Drive and also to intersect the 6th line of the 1st parcel of the abovementioned deed, thence running and binding on said west side of Brandon Drive and also binding on said 6th line, (11) southeasterly by a line curving to the left with a radius of 480.00 feet for a distance of 62.82 feet (the arc of said curve being subtended by a chord bearing South 19 degrees 48 minutes 48 seconds East 62.78 feet), to the place of beginning.

Ex B, 21 of 28

49

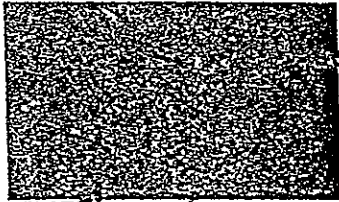
Sussex Square Condominiums
Phase 11
May 13, 1983
Page Three

CONTAINING 0.743 acres of land, more or less.

BEING a portion of the 1st parcel of the land which by deed
dated _____ and recorded or intended to be
recorded among the Land Records of Anne Arundel County, Maryland
in Liber W.G.L. No. _____, folio _____ was conveyed by Atlantic
Housing Partnership - 1972, to Sussex Square Joint Venture.

Ex B, 22 4/28

(50)



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May 13, 1983

DESCRIPTION OF CONDOMINIUM PHASE 12
SUSSEX SQUARE CONDOMINIUMS
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at the end of the 2nd of the two following courses and distances measured from the end of the 9th line of the 1st parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. _____, folio _____, conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture, referring said courses and all courses of this description to the Maryland Coordinate System, the 1st of said courses being measured reversely and southerly on said 9th line from the end thereof, (1) South 28 degrees 10 minutes 00 seconds East 29.64 feet, and thence (2) North 62 degrees 23 minutes 27 seconds East 13.16 feet to the place of beginning, thence leaving said place of beginning and running for condominium phase lines, the seven following courses and distances, viz: (1) North 28 degrees 33 minutes 00 seconds West 130.12 feet, thence (2) northwesterly by a line curving to the left with a radius of 182.64 feet for a distance of 54.67 feet (the arc of said curve being subtended by a chord bearing North 37 degrees 07 minutes

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(51)

Sussex Square Condominiums
Phase 12
May 13, 1983
Page Two

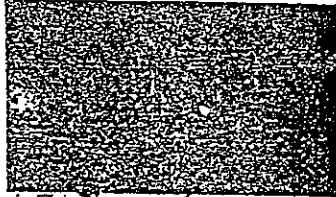
30 seconds West 54.47 feet), thence (3) North 44 degrees 17 minutes 59 seconds East 100.99 feet, thence (4) North 86 degrees 05 minutes 11 seconds East 123.96 feet, thence (5) South 05 degrees 46 minutes 07 seconds East 126.06 feet, thence (6) southwesterly by a line curving to the right with a radius of 77.00 feet for a distance of 91.60 feet (the arc of said curve being subtended by a chord bearing South 28 degrees 18 minutes 40 seconds West 86.29 feet), and thence (7) South 62 degrees 23 minutes 27 seconds West 79.99 feet to the place of beginning.

CONTAINING 0.761 acres of land, more or less.

BEING a portion of the 1st parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. _____, folio _____, was conveyed by Atlantic Housing Partnership - 1972, to Sussex Square Joint Venture.

EXB, 24 of 28

(52)



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May 13, 1983

DESCRIPTION OF CONDOMINIUM PHASE 13
SUSSEX SQUARE CONDOMINIUMS
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME on the southeast side of Cornwall Road, 55 feet wide, at a point distant 429.90 feet measured in a southwesterly direction on said southeast side of Cornwall Road from the point formed by the intersection of said southeast side of Cornwall Road with the west side of Brandon Drive, 60 feet wide, said place of beginning being situate in the 3rd line of the 2nd parcel of the land which by deed dated and recorded or intended to be recorded among the Land Records of Anne Arundel County in Liber , folio was conveyed by Atlantic Housing Partnership - 1972 to Sussex Square Joint Venture, thence leaving said place of beginning and running and binding on said southeast side of Cornwall Road and also binding on a part of the 3rd line of the 2nd parcel of said deed, referring all courses of this description to the Maryland Coordinate System, (1) South 61 degrees 50 minutes 00 seconds West 221.68 feet, thence leaving said southeast side of Cornwall Road and running and binding on a part of the 4th line of the 2nd parcel of the aforesaid deed (2) South 28 degrees 10 minutes 00 seconds

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EXB, 25 of 28

53

Sussex Square Condominiums
Phase 13
May 13, 1983
Page Two

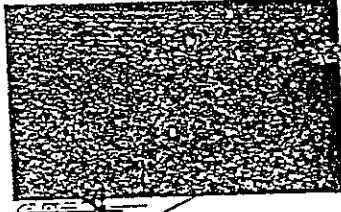
East 130.19 feet, thence running for condominium phase lines the two following courses and distances, viz: (3) South 61 degrees 47 minutes 06 seconds West 222.18 feet, and thence (4) North 27 degrees 56 minutes 46 seconds West 130.38 feet to the place of beginning.

CONTAINING 0.664 acres of land, more or less.

BEING a portion of the 2nd parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. _____, folio _____, was conveyed by Atlantic Housing Partnership - 1972 to Sussex Square Joint Venture.

EXB, 26 of 28

(54)



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May 13, 1983

DESCRIPTION OF CONDOMINIUM PHASE 14
SUSSEX SQUARE CONDOMINIUMS
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at a concrete monument heretofore set at the beginning of the 3rd parcel of the land which by deed dated _____ and recorded or intended to be recorded among the Land Records of Anne Arundel County in Liber _____ folio _____, was conveyed by Atlantic Housing Partnership - 1972 to Sussex Square Joint Venture, thence leaving said place of beginning and running and binding on the 1st through the 8th lines of the 3rd parcel of said deed referring all courses of this description to the Maryland Coordinate System, the eight following courses and distances, viz: (1) South 86 degrees 27 minutes 10 seconds West 145.67 feet, thence (2) South 86 degrees 36 minutes 30 seconds West 10.61 feet, thence (3) North 04 degrees 43 minutes 10 seconds West 415.04 feet, thence (4) North 85 degrees 29 minutes 48 seconds East 139.60 feet, thence (5) South 16 degrees 25 minutes 20 seconds East 287.90 feet, thence (6) North 85 degrees 16 minutes 50 seconds East 67.00 feet, thence (7) South 04 degrees 43 minutes 10 seconds East 138.33 feet, and thence (8) South 86 degrees 36 minutes 10 seconds West 108.78 feet

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*E*B, 27/7/83*

55

Sussex Square Condominiums
Phase 14
May 13, 1983
Page Two

to the place of beginning.

CONTAINING 1.917 acres of land, more or less.

BEING all of the 3rd parcel of the land which by deed
dated _____ and recorded or intended
to be recorded among the Land Records of Anne Arundel County,
Maryland in Liber W.G.L. No. _____, folio _____, was conveyed
by Atlantic Housing Partnership - 1972, to Sussex Square Joint
Venture.

Ex B, 28 728

(56)

SUSSEX SQUARE CONDOMINIUM - PHASE 1

SCHEDULE OF UNITS

Building Address:

<u>Unit No.</u>	<u>Unit Type</u>	<u>Unit Points</u>	<u>% Interest in Common Elements</u>
	1 - BR	8	8
	3 - BR	12	12
	2 - BR	10	10
	2 - BR	10	10
	2 - BR	10	10
	2 - BR	10	10
	2 - BR	10	10
	2 - BR	10	10
	2 - BR	10	10
	2 - BR	<u>10</u>	<u>10</u>
	Total	100	100

Percentage of Ownership .

1 BR .00645

2 BR .00769

3 BR .00923

EXHIBIT C

PROXY

GENERAL PROXY - SUSSEX SQUARE CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS that the undersigned unit owner(s) of Unit No. _____ in Building _____ in Sussex Square Condominium, do(es) hereby constitute and appoint: Sussex Square Joint Venture (the "Developer"), attorneys and agents of the undersigned, with power of substitution to each, for and in the name, place, and stead of the undersigned to vote as the proxy of the undersigned at any regular, special or annual meeting including all adjournments thereof, of the Council of Unit Owners of the Sussex Square Condominium Council, Inc. held subsequent to this date until this proxy has been revoked, upon all questions and matters which may come before such meetings, according to the number of votes on which the undersigned would be entitled to vote if personally present at such meetings respectively, hereby ratifying and confirming all former proxies given to vote upon such apartment.

The proxy herein granted shall be exclusive and irrevocable during the Development Period. The "Development Period" shall mean and consist of the period commencing on the date of the signing of this proxy and terminating on the first to occur of (A) the Developer's termination of the Development Period by recording among the Land Records an instrument expressly providing for such termination, or (B) the third anniversary of the date of recording of the Sussex Square Condominium Declaration, or (C) the acquisition by a person other than the Developer of the legal title to seventy-five per cent (75%) or more of the Sussex Square Condominium as from time to time constituted.

The undersigned agrees with Developer to renew such proxy whenever during the Development Period such proxy expires or becomes ineffective under applicable law; the undersigned

hereby appoints and designates Developer as his/her attorney-in-
fact to execute such proxy renewal during the Development Period
set forth above.

The undersigned acknowledge and agree that the proxy
herein granted Developer and any such renewal or agreement to
renew are given to or made with, and relied upon by, the
Developer in connection with the Developer's development,
construction, marketing, sale and leasing of any or all of the
Condominium which at any time are owned by the Developer, and
such proxy rights are coupled with an interest.

Date: _____

WITNESS:

Owner (SEAL)

Owner (SEAL)

NOTICE TO BUYERS REGARDING
UREA-FORMALDEHYDE FOAM INSULATION

The United States Consumer Product Safety Commission (CPSC) has banned the future sale of urea-formaldehyde foam insulation (UFFI), having determined that it can present an unreasonable health risk to those exposed to it because of the formaldehyde gas released from the product into the interiors of buildings in which it has been installed. The health risks identified by the CPSC include cancer, acute illness such as eye, nose and throat irritation, and sensitization.

UFFI is a thermal insulation material that is manufactured at the site of installation and pumped into the space between the walls of the building being insulated where it hardens to form a layer of insulation.

The CPSC banned UFFI after finding that the establishment of standards such as labeling or information disclosure would not adequately protect the public from the risk of injury associated with UFFI. The ban applies to the sale and installation of UFFI in school as well as residences.

While the ban will prospectively prevent the installation of UFFI in any additional homes throughout the United States, according to the CPSC, UFFI has already been installed in an estimated half million homes. These homes currently containing UFFI could represent a serious health hazard.

If it is necessary to remove UFFI, the cost will vary with the type of home and the accessibility of the insulation. Such costs have been estimated to be in the range of \$4,000 to \$20,000, but will vary with the type of construction (face brick or siding), the extent of the insulation, the cost of redecoration required, and other factors.

Various tests are available to measure the presence of toxicity of UFFI. A test preferred by the CPSC is the chromotropic acid method. Such information as is available concerning tests and testing procedures can be obtained by writing to the United States Consumer Product Safety Commission, Office of the Secretary, Third Floor, 5401 Westbard Avenue, Bethesda, Maryland 20207.

THE DEVELOPER HEREBY DISCLOSES THAT UREA-FORMALDEHYDE FOAM INSULATION WAS NEVER INSTALLED IN THE PROPERTY LISTED BELOW.

I hereby acknowledge receipt of the above "Notice to Buyers Regarding Urea-Formaldehyde Foam Insulation" stating that urea-formaldehyde foam insulation can present an unreasonable risk of injury. I have been informed that urea-formaldehyde foam insulation was never installed in the property listed below.

Property: Unit No: _____, Sussex Square Condominium

Date: _____ Signature: _____

Date: _____ Signature: _____

SUSSEX SQUARE CONDOMINIUM

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, is made this _____ day of _____, 19____, by and between SUSSEX SQUARE JOINT VENTURE, a Maryland General Partnership, ("Seller"), and _____ and _____, ("Buyer");

WHEREAS, Seller is the Owner of certain property (the "Property") in Anne Arundel County, Maryland, described in a Declaration entitled Sussex Square Condominium Declaration (the "Declaration"); and

WHEREAS, Seller has recorded or intends to record said Declaration together with By-Laws in the Land Records of Anne Arundel County for purposes of subjecting the Property to a condominium regime; and

WHEREAS, Seller intends to renovate an apartment project and convert same to condominium use (the "Condominium"); and

WHEREAS, Buyer wishes to purchase a residential condominium unit within Sussex Square Condominium.

NOW, THEREFORE,

Seller agrees to sell, and Buyer agrees to purchase, Unit No. _____ in Building _____, (the "Unit" or "Unit Purchased") in Sussex Square Condominium, together with an undivided _____ (%) percent interest in the common elements, and in the common expenses and common profits, of said Sussex Square Condominium (the "Undivided Percentage Interests"), in fee simple, for the purchase price and upon the terms, covenants and conditions set forth below. The Unit shall be constructed in substantial conformity to the typical floor plan attached hereto as Exhibit A and in substantial accordance with the unit specifications and features attached hereto as Exhibit B.

1. PAYMENT OF PURCHASE PRICE. Buyer agrees to pay _____ Dollars (\$ _____) (the "Purchase Price") for the Unit Purchased, as set forth below. The deposit (the "Deposit") which has been paid by the Buyer upon signing this Agreement, receipt of which is hereby acknowledged by Seller, is _____ Dollars (\$ _____), which Deposit shall be applied to the Purchase Price, and the balance shall be paid in cash at the time of settlement hereunder.

BASE PRICE	\$ _____
OPTIONAL ITEMS:	
a. _____	_____
b. _____	_____
c. _____	_____
d. _____	_____
e. _____	_____
TOTAL PURCHASE PRICE	_____

- a. Deposit upon execution of this Agreement _____
- b. Additional deposit within _____ days of the execution of this Agreement _____
- c. Mortgage Loan proceeds _____
- d. Balance in cash or by certified check at the time of closing as hereinafter provided _____

TOTAL PURCHASE PRICE _____

The entire deposit shall be held by Seller in a special escrow account until settlement hereunder is made or until said deposit is forfeited or refunded, as herein provided. For the Veteran Buyer, said account shall comply with 38 U.S.C. 1806.

2. PURCHASE MONEY MORTGAGE. This Purchase Agreement and Buyer's obligation to make settlement hereunder is contingent upon Buyer obtaining, within _____ days from the date hereof, a commitment from a lending institution having an F.H.A. conditional commitment or Veterans Administration M.C.R.V. on the property for a loan secured by a purchase money mortgage (the "Purchase Money Mortgage") on the Unit Purchased, in an amount equal to not less than _____ Dollars (\$ _____). The loan is to be for a term of not less than _____ years, with interest to be at the approved F.H.A. or V.A. rate prevailing at the time of settlement for the applicable mortgage program. The F.H.A./V.A. Program which Buyer desires to apply for is _____.

Buyer expressly agrees to cooperate and make application for the Purchase Money Mortgage within five (5) days from the date hereof, to furnish such information may be required by the lending institution, to promptly comply with all requirements of the financial institution and the Seller and to execute such Mortgage at closing, the Mortgage containing such covenants and provisions customary of the lending institution furnishing such mortgage. If a commitment for the purchase Money Mortgage cannot be obtained by the Buyer, or for the Buyer by the Seller, within _____ days from the date of this Agreement, then this Agreement shall become null and void and all monies paid on Deposit shall be returned to Buyer, unless Buyer shall fail to make such application, furnish such information, or otherwise fully cooperate in applying for or diligently pursuing a commitment for such mortgage aforesaid, in which event Seller shall be entitled to all remedies as set forth in Paragraph 5. Notwithstanding anything herein contained to the contrary, it is specifically agreed and understood that Buyer may pay the balance of the purchase price in cash at the time of the settlement, the Buyer not being obligated to utilize the financing arrangements which Seller has made available.

FEDERAL HOUSING ADMINISTRATION GUARANTEED LOAN. It is expressly agreed that, notwithstanding any other provisions of this Contract, the Buyer shall not be obligated to complete the purchase of the property described herein or incur any penalty for forfeiture of earnest money deposits or otherwise unless the Seller has delivered to the Buyer a statement issued by the Federal Housing Commissioner or Veterans Administration, setting forth appraised value of property for mortgage purposes of \$ _____, excluding closing costs which statement the Seller

62

hereby agrees to deliver to the Buyer promptly after such appraised value statement is made available to the Seller. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner or the Veterans Administration. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and the condition of the property are acceptable.

VETERANS ADMINISTRATION GUARANTEED LOAN. In the event that the Buyer is a Veteran and is placing a Veterans Administration guaranteed loan, it is expressly agreed that notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration or the Buyer is not approved by the Veterans Administration and the lending institution. In the event the Certificate of Reasonable Value is less than the amount of the contract price the Buyer shall have the privilege and option for five days after receipt of the V.A. appraisal to proceed with the consummation of this contract without regard to the amount of reasonable value established by the Veterans Administration. This contract is contingent on the approval of the house and Buyer by the Veterans Administration and the lending institution. If the aforesaid approval is not obtained, it is expressly agreed that the Buyer shall be refunded his deposit and the contract shall be null and void. If purchase is for improvements to be constructed, the veteran buyer has the option of cancelling the contract and obtaining a refund of his deposit if settlement has not occurred within 365 days of issuance of the Veterans Administration Certificate of Reasonable Value.

Buyer agrees to accept such purchase money mortgage. Seller agrees to pay at settlement toward the lender's loan origination fee, a sum not to exceed ___% of the amount of such mortgage. If the amount which Seller would have to pay to the lender to obtain such loan would exceed that amount above stipulated, Seller shall have the option, exercisable by written notice to Buyer sent at least ___ days before settlement to cancel this Contract and return the deposit to Buyer with no further obligations owed by either to the other. Buyer shall be obligated to pay a maximum of ___ points to the lender for said loan. Buyer also agrees to pay, upon demand, a \$ ___ fee for appraisal, a \$ ___ fee for credit reports and such other reasonable charges as shall be required by the lender.

3. CLOSING, ADJUSTMENTS AND TITLE.

(a) Closing on account of the sale and delivery of Deed and delivery of possession of the Unit to Buyer shall take place on or before ten (10) days after notice by Seller to Buyer that the Unit herein purchased is substantially complete so that the same can be occupied. Seller agrees that it will endeavor to substantially complete said Unit within ___ () months from the date hereof (the "Substantial Completion Date"). If the Unit is not substantially complete by the Substantial Completion Date due to delays caused by strikes, acts of God, lockouts, war,

emergencies, force majeure, weather, unanticipated soil conditions, shortages of or inability to reasonably obtain supplies, labor or materials, water, sewer or construction moratoriums which are judicially imposed or which are imposed by any governmental or quasi-governmental authority, or caused by any other reason whatsoever beyond the reasonable control of the Seller, the Seller shall have the right to extend this Agreement for an additional period of six (6) months (the "Extension Period") upon written notice of such extension mailed to Buyer. If the Unit is not substantially complete by the Substantial Completion Date and such condition is not due to any of the causes hereinabove mentioned, or if the Extension Period has expired, the Buyer shall have the option of cancelling this Agreement, by giving written notice of said cancellation to Seller within fifteen (15) days following the expiration of Substantial Completion Date or the Extension Period, whichever the case may be, in which case this Agreement shall be null, void and of no further effect, and the Seller will refund any deposit paid by Buyer to the said Buyer, and there shall be no further liability on the part of either party. If Buyer shall fail to give the written notice within the time period aforesaid, this Agreement shall continue in full force and effect.

(b) At the closing, upon payment of the unpaid price, in cash, and adjustments set forth below, a Deed to the Unit shall be executed by Seller which shall convey the same to the Buyer by a good and marketable title, with covenants of special warranty and further assurances, subject, however, to the title exceptions hereinafter set forth. The Condominium assessments (as provided for in the Declaration and By-Laws) assessed against the Unit, prepaid condominium multi-peril casualty insurance, real property and other taxes, and all other public charges and assessments against the Unit shall be adjusted at and to the closing date and thereafter assumed by the Buyer. Buyer shall pay all fees for title examination, including all title insurance premiums and the cost of all recording fees, documentary stamps, and transfer taxes payable with respect to this transaction, loan origination fees, financing fees, points and other closing costs except as hereinabove specified in Paragraph 2.

(c) The Unit shall be conveyed in fee simple by Deed, subject to the following, whether or not specifically set forth in the Deed:

(1) The terms, conditions, covenants and provisions set forth in the Declaration and By-Laws as the same shall exist on the closing date.

(2) The rights of all present and future owners of Units in the Development in the Common Area as defined in the Declaration.

(3) Public laws and regulations and recorded use restrictions;

(4) Rights-of-way, easements, and licenses for public or private utility facilities and to Anne Arundel County, for electric, plumbing, heating and cooling, telephone and other conduits, lines, pipes or wires used in the operation of the project;

(5) Matters and facts which would be shown on an accurate survey of the Condominium and/or of the space in which the Unit is located;

(6) All service contracts and other agreements by the Council of Unit Owners affecting the Condominium and/or the Unit;

(7) Taxes and public charges assessed against the Unit for any period after the date of the Deed;

(8) Covenants, conditions, restrictions and easements of record.

(d) Title will be deemed to be satisfactory so long as a title insurance company licensed to insure real property titles in the State of Maryland will agree to issue its owner's title insurance policy insuring title to the Unit at its regular, scheduled rates, without exceptions other than those set forth in Paragraph (c) above and standard exceptions contained in the then current form of A.L.T.A. Form B. owner's title policy.

(e) At closing, Buyer shall execute an irrevocable and exclusive proxy in the form attached hereto and designated "Proxy", and Buyer agrees to renew such proxy whenever during the Development Period (as defined in the Proxy) such proxy expires or becomes ineffective under applicable law.

In the event that Buyer shall fail or refuse to execute such proxy at closing, such failure or refusal shall be deemed a default by Buyer and shall entitle Seller to execute all remedies under Paragraph 5 of this Agreement.

The provisions of this Paragraph 3(e) shall survive closing and transfer of title.

4. DECLARATION, ETC. Buyer hereby subscribes and agrees to abide by the provisions of the Declaration, Articles of Incorporation and By-Laws of the Condominium, copies of which are attached hereto and made a part hereof and receipt of which is hereby acknowledged. Buyer hereby agrees that, in addition to the purchase price above-mentioned, Buyer will be liable for the proportionate share of the periodic assessments, as provided in the Declaration and By-Laws. Buyer also agrees that, in addition to the above-mentioned purchase price, Buyer will pay to the Council at or before conveyance of title, the sum of _____

Dollars (\$ _____) representing the Buyer's proportionate share of the Council's working capital funds.

The Council has been established for the purpose of operating and maintaining the Common Elements of and administering the Condominium as set forth in the Declaration. Each owner of a Unit in the Condominium will be a member of the Council and will be subject to the Declaration, Articles of Incorporation, By-Laws and rules and regulations thereof.

5. BUYER'S DEFAULT. In the event of default of Buyer in payment of any monies when due and payable, or if Buyer fails to make settlement within the time specified, or if Buyer violates this Agreement in any other way, Seller may elect to cancel this Agreement and retain, as liquidated damages for

Buyer's breach, all sums of money paid hereunder to Seller, or Seller may institute proceedings in the proper Court to enforce the provisions hereof and/or for damages.

6. ASSIGNMENT. Buyer agrees that this Agreement shall not be assignable by Buyer, and Seller shall have no obligation to deal with any assignee to whom assignment has been made without Seller's written consent. Seller may assign this Agreement.

7. EXTRAS. All extra work to be performed with respect to a Unit shall be performed by the Seller and shall be evidenced by written work order signed by both Buyer and Seller, and, at Seller's option, with the cost thereof prepaid by Buyer. If for any reason closing does not take place, there will be no refund to Buyer of any monies paid by Buyer for extras. In the event Buyer authorizes additional labor and materials and fails to execute a written work order, after installation of said labor and materials, Seller's charge therefor shall be binding on Buyer.

8. WARRANTY. Buyer acknowledges that there is no written or oral affirmation of fact or promise which relates to the Unit which is made a part of the basis of the bargain between Seller and Purchaser except as expressly set forth in this Purchase Agreement. There are no express or implied warranties whatsoever with reference to the Unit herein being purchased and sold except those warranties, if any, as are applicable under the provisions of Section 11-131 of the Real Property Article of the Annotated Code of Maryland in effect as of the date of the execution of this Agreement. Buyer will participate in the Home Owners Warranty Program (HOW) as promulgated by the Home Owners Warranty Corporation and administered by the Home Owner's Warranty Council of Maryland. Such Warranty shall be applicable to the Unit. Said Warranty shall be on the terms set forth in the Home Warranty Agreement and Approved Standards by HOW in effect on the date of settlement. Nothing herein contained shall be construed as granting to Buyer any rights beyond those afforded pursuant to the said provisions of the Annotated Code of Maryland and the HOW program.

9. INTEREST ON DEPOSIT. Any interest earned on the Deposit shall inure to the benefit of the Seller.

10. COMPLETION OF AMENITIES. In the event that on the settlement date scheduled in accordance with this Agreement the improvements shall be otherwise habitable, but such items as landscaping, exterior concrete and driveways, final grading, exterior painting, etc., have not been finally completed, settlement shall be consummated on the date so scheduled, provided that safe and temporary access to the building and the Unit purchased shall be provided by Seller, and further provided that such uncompleted items shall be completed as soon after settlement as conditions reasonably permit.

11. AMENDMENT OF CONDOMINIUM DOCUMENTS. Prior to the closing date of this Agreement as provided herein, Seller reserves the right to amend the Declaration, By-Laws, Condominium Plats and/or other Condominium Documents, provided, however, Seller shall not make any amendment which would affect materially the rights of the Buyer, without first obtaining approval of the Buyer. In the event Seller makes any amendments as herein permitted, it shall promptly notify Buyer of such amendment.

12. MINOR CHANGES. Seller specifically reserves the right to make minor changes in Condominium units and in the common elements, but no change shall be made which shall substantially and adversely affect the physical location or design of the Unit Purchased.

13. DEFINITIONS. As used herein, the following terms are defined to mean as follows:

a. BY-LAWS: The By-Laws recorded or intended to be recorded among the Land Records of Anne Arundel County to provide for the administration of Sussex Square Condominium.

b. CONDOMINIUM: The property situate and located in Anne Arundel County, Maryland, described in the Declaration and the improvements thereon, or to be erected thereon, submitted or to be submitted to a condominium regime pursuant to Title 11 of the Real Property Article - Annotated Code of Maryland.

c. CONDOMINIUM DOCUMENTS: The material furnished to Buyer pursuant to Section 126 of Title 11 of the Real Property Article aforesaid.

d. COUNCIL: Sussex Square Condominium Council, Inc., a Maryland Corporation, the Council of Unit Owners incorporated to administer the Condominium.

e. DECLARATION: The Declaration recorded or intended to be recorded among the Land Records of Anne Arundel County to subject the property and improvements to a condominium regime.

f. MORTGAGE: The term "mortgage" shall be deemed to include a deed of trust, and the term "mortgagee" shall be deemed to include the beneficiary and any trustees of a deed of trust.

14. EXTERMINATION. The Seller will furnish to the Buyer a certificate from a licensed pest control company that the property is free and clear of any visible termites and other wood boring insects at no cost to Buyer. If any infestation or damage is present, then the property shall be treated to correct any such infestation and any damage caused by any present or prior infestation shall be corrected at the Seller' expense.

15. USE OF PROPERTY. Buyer represents that this property is purchased for Buyer(s)' own single family resident.

16. NOTICES. Any notice to be given hereunder shall be in writing and sent by registered or certified mail, return receipt requested, to Buyer(s) at the address given below, and to Seller at the address given below, or at such other address as either party may hereafter designate to the other in writing. The date of mailing shall be deemed to be the date of the giving of notice.

17. MODEL UNITS. Furnishings, fixtures, special options and decorations contained in the model condominium units and sales office are for exhibition purposes only and are not included with or sold as part of the Unit unless specifically provided for hereunder.

18. ENTRY BY BUYER(S). During construction, pursuant to various insurance requirements beyond Seller's control, and for Buyer(s)' safety, Buyer(s) and his/her agents shall not enter upon the property, and violation of this paragraph, at the option of the Seller, may be deemed as a breach of this contract.

19. CONTINGENCIES. In the event that Seller has not obtained bona fide purchasers with executed contracts in writing for that number of individual units required by any interim or permanent loan commitment, now or hereafter affecting the project, or, in the event that Seller, in its sole and absolute discretion, elects not to proceed with the development of the Condominium, the Seller may, by written notice given to the Buyer at any time prior to the earlier to occur of one year from the date of this Agreement or the date of settlement, elect to rescind this Agreement, at which time Seller shall promptly refund Buyer's deposit and, thereafter, neither of the parties hereto shall have any further liability to the other.

20. INSULATION; SEWER AND WATER CHARGES; REGULAR ASSESSMENTS.

a. Insulation Specifications. Insulation specifications are substantially similar to the Seller's model. Walls on exterior walls receive 3-1/2" kraft faced batt fiberglass insulation with an R-11 rating. Top ceiling areas over living areas receive 10 inches of mechanically blown loose fiberglass insulation with an R-30 rating.

b. Deferred Water and Sewer Charges. Seller hereby discloses to Buyer, pursuant to the requirements of Section 10-109(a) of the Real Property Article of the Maryland Code that the estimated cost of deferred water charges for which Buyer may be liable is \$ _____ per year, and the estimated cost of deferred sewer charges for which Buyer may be liable is \$ _____ per year. Such estimated costs are based upon (i) the water and sewer benefit charges imposed by Anne Arundel County which, with respect to the Property, will be in force for _____ years, and (ii) an approximate number of assessable footage of _____ feet per lot in the subdivision of which the Property is part.

c. Seller represents that the monthly regular assessment per unit through _____, 19____, will not exceed \$ _____ (the "Monthly Regular Assessment Ceiling"). In the event that during the period set forth above, a unit owner is assessed more than the Monthly Regular Assessment Ceiling per month, the Developer hereby agrees to pay on behalf of such owner the difference between the higher assessment figure and the Monthly Regular Assessment Ceiling. This subparagraph (c) shall survive closing and shall not be merged into any deed conveying title to a unit owner.

21. MISCELLANEOUS.

(a) Pronouns used herein, regardless of gender or number are deemed to refer to the parties as the context may require.

(b) All oral representations and understandings, if any, made prior hereto are merged in this Agreement, and in the Declaration and By-Laws, which contain all the understandings and agreements of the parties.

(c) This Agreement may not be changed orally.

(d) Except with respect to the warranties as set forth in Paragraph 8, Seller's sole liability to Buyer by virtue of Seller's failure to perform any of its responsibilities or obligations under this Agreement shall be limited to the refunding of deposit monies theretofore paid by Buyer. Seller will not be liable for any other damages whatsoever, whether direct or consequential.

(e) Except with respect to Buyer's continuing obligations as set forth herein or in the Declaration, By-Laws and/or other documents concerning the Development, the provisions of this Agreement shall be merged into the Deed for the Unit.

(f) The Unit shall be held at the risk of Seller until legal title has passed or possession has been given to Buyer, whichever shall first occur.

II. DISCLOSURE NOTICE

THIS CONTRACT OF SALE IS NOT ENFORCEABLE BY THE SELLER UNLESS THE SELLER FURNISHES TO YOU (THE BUYER) AT OR BEFORE THE TIME THIS CONTRACT OF SALE IS ENTERED INTO, A PUBLIC OFFERING STATEMENT CONTAINING ALL OF THE FOLLOWING INFORMATION:

- (1) A copy of the proposed contract of sale for the unit;
- (2) A copy of the proposed declaration, by-laws and rules and regulations;
- (3) A copy of the proposed articles of incorporation of the council of unit owners, if it is to be incorporated;
- (4) A copy of any proposed management contract, employment contract, or other contract affecting the use of, maintenance of, or access to all or part of the Condominium to which it is anticipated the unit owners or the Council of Unit Owners will be a party following closing;
- (5) A copy of the actual annual operating budget for the Condominium, or if no actual operating budget exists, a copy of the projected annual operating budget for the Condominium including reasonable details concerning the estimated monthly payments by the purchaser for assessments, monthly charges for the use, rental, or lease of any facilities not part of the Condominium, and the amount of the reserve fund for repair and replacement and its intended use, or a statement that there is not such reserve fund;
- (6) A copy of any lease to which it is anticipated the unit owners or the Council of Unit Owners will be a party following closing;
- (7) A description of any contemplated expansion of the Condominium with a general description of each stage of expansion and the maximum number of units that can be added to the Condominium;
- (8) A copy of the floor plan of the unit or the proposed Condominium Plats;

(9) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or by the Council of Unit Owners, and a statement as to whether or not they are to be part of the common elements;

(10) A statement as to whether streets within the Condominium are to be dedicated to public use or maintained by the Council of Unit Owners;

(11) A statement of any judgments against the Council of Unit Owners and the existence of any pending suits to which the Council of Unit Owners is a party;

(12) In the case of a condominium containing buildings substantially completed more than 5 years prior to the filing of an application for registration under §11-127 of the Maryland Condominium Act, a statement of the physical condition and state of repair of the major structural, mechanical, electrical, and plumbing components of the improvements to the extent reasonably ascertainable and estimated costs of repairs for which a present need is disclosed in the statements. The vendor is entitled to rely on the reports of architects or engineers authorized to practice their profession in this State;

(13) A description of any provision in the Declaration or By-Laws limiting the duration of developer control or requiring the phasing-in of unit owner participation, or a statement that there is no such provision; and

(14) Any other information required by regulation duly adopted and issued by the Secretary of State.

YOU MAY AT ANY TIME (i) WITHIN 15 DAYS FOLLOWING RECEIPT OF THE PUBLIC OFFERING STATEMENT AND (ii) WITHIN FIVE DAYS FOLLOWING RECEIPT OF ANY AMENDMENT TO THE PUBLIC OFFERING STATEMENT, RESCIND IN WRITING THIS CONTRACT OF SALE WITHOUT STATING ANY REASON AND WITHOUT ANY LIABILITY ON YOUR PART. IF YOU EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT OF SALE, YOU SHALL BE ENTITLED TO THE RETURN OF ANY DEPOSITS MADE ON ACCOUNT OF THIS CONTRACT OF SALE.

NOTICE TO BUYER: YOU HAVE THE ABSOLUTE RIGHT AND PRIVILEGE TO SELECT YOUR OWN TITLE INSURANCE, SETTLEMENT, OR ESCROW COMPANY OR TITLE ATTORNEY, TO THE EXTENT PROVIDED FOR IN CHAPTER 783 OF THE ACTS OF 1973 OF THE GENERAL ASSEMBLY OF MARYLAND.

The undersigned has, as of the date hereof, entered into a Purchase Agreement for the purchase of a Unit in Sussex Square Condominium and has entered his signature hereon to acknowledge that he has read and understands the provisions set forth above, that all such provisions are incorporated by reference in and form a part of the purchase Agreement he has executed this date, and that he has received a copy of the information referred to in the Disclosure Notice provisions hereof, as of this date.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS:

SUSSEX SQUARE JOINT VENTURE

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

By: _____ (SEAL)
President

Address for Seller:
14 Straw Hat Road
Owings Mills, Maryland 21117

Buyer (SEAL)

Buyer (SEAL)

Address for Buyer(s):

