

OLDE TOWNE VILLAGE CONDOMINIUM

MASTER DEED

THIS MASTER DEED, made this 30th day of April, 1973, by J. KEVIN MALLOY T/A, CUMBERSTONE MANAGEMENT COMPANY, (hereinafter together with his heirs, successors, and assigns referred to as the "Grantor"):

W I T N E S S E T H:

WHEREAS, the Grantor is the owner in fee simple absolute of land and premises with improvements, easements, rights of way and appurtenances thereto belonging, situate, lying and being in Prince George's County, Maryland (which land and premises together with certain buildings and improvements heretofore constructed thereon, easements, rights of way and appurtenances thereto is hereinafter referred to as the "Property") and which land and premises is more particularly described in "Rider I" attached hereto and by reference made a part hereof; and,

WHEREAS, it is the express desire and intention of the Grantor to submit the said Property to a horizontal property regime pursuant to Article 21, Section 11-101, et seq. of the Annotated Code of Maryland (1957 Edition, as amended), (hereinafter referred to as the "Act") which regime shall be known as "OLDE TOWNE VILLAGE CONDOMINIUM" (hereinafter referred to as the "Condominium"); and

WHEREAS, the Grantor desires to provide for the administration of the Condominium by a Council of Co-Owners (hereinafter referred to as the "Council"); said Council to consist of all the Co-Owners as defined herein, each of whose membership shall automatically arise with ownership of a Unit, as defined herein, in the Condominium and cease with the termination of such ownership, all in accordance with the provisions of this Master Deed and the By-Laws attached hereto as Exhibit "A".

NOW, THEREFORE,

FIRST: The Grantor does hereby declare and establish "Olde Towne Village Condominium", as a horizontal property regime pursuant to the Act and does hereby submit the Property to said Condominium in accordance with the terms and conditions of this Master Deed and the attached By-Laws, and the Master Plat entitled "Olde Towne Village Condominium" dated April , 1973 (hereinafter referred to as the "Master Plat"), prepared and certified by Ben Dyer Associates, Inc., Engineers-Surveyors of Riverdale, Maryland, licensed to practice in the State of Maryland, which Master Plat consists of three pages of plats of the Property and 3 pages of architectural building plans and is intended to be recorded in the office of the Clerk of the Circuit Court of

Prince George's County, Maryland, among the land records of Prince George's County, simultaneously with the recording of this Master Deed; said Master Plat being hereby incorporated by reference herein and made a part hereof.

SECOND: The Property is being submitted herewith in its entirety. The present improvements consist of eleven (11) buildings containing 162 family dwelling units (hereinafter referred to as "Units"), said Units being more particularly described hereinafter in paragraph **THIRD**. The improvements also include a bath house, swimming pool, and tennis courts. Each Unit is capable of individual utilization having its own exit to the common elements of the Condominium. Each of the Units, as more particularly defined herein, is hereby declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other parcel of real property independent of the other individual Units, by or to one or more owners (hereinafter referred to as "Co-Owners"), each Co-Owner being a person, corporation, trust or any other legal entity or any combination thereof which obtains a particular and unique property right in the Unit or Units and an undivided interest in the General and Limited Common Elements as defined hereinafter in paragraph **THIRD**, all of the above in accordance with the provisions of the Act and subject to the conditions herein set forth.

THIRD: The Condominium is hereby divided in the manner and to the extent described herein and in the Master Plat into (a) Units; (b) General Common Elements; and (c) Limited Common Elements.

(a) Units. The Units, each being capable of individual utilization, with its own exit to the General Common Elements of the Condominium include: (i) the spaces enclosed horizontally by the exterior surfaces (unfinished surface) of the interior perimeter or main walls, to include the dry-wall, vents, windows and doors thereof, necessary to the existence, upkeep and safety of the building. The said spaces are enclosed vertically by the unfinished surface of the floors or subfloors thereof and the unfinished surface of the ceilings thereof, to include the dry-wall; (ii) all non-structural interior dividing walls and partitions, except such space as is a part of the General or Limited Common Elements; and (iii) the decorated inner surfaces of all interior structural walls, floors and ceilings consisting of, inter alia and as appropriate, wallpaper, paint, plaster, carpeting, tiles and all other finishing fixtures and materials, appliances and equipment affixed or installed for the sole and exclusive use and enjoyment of a particular Unit, commencing at the point of disconnection from the structural body of the building and from utility lines, pipes or systems serving any Unit. All pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of one or more than one particular Unit, and any structural members or portion of any Unit or building, and any other property of any other kind, including fixtures and appliances within any Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be part of the General Common Elements as hereinafter described and shall not be part of any Unit.

Each Unit is one of the types listed and briefly described below:

<u>Unit Type</u>	<u>Description of Unit</u>
"A"	"Terrace level" - Two bedrooms. The Unit contains approximately 965 square feet of floor space, all on one level.
"B"	"Terrace level" - Two bedrooms and den. The Unit contains approximately 1130 square feet of floor space, all on one level.
"C"	"Terrace level" - Three bedrooms. The Unit contains approximately 1128 square feet of floor space, all on one level.
"D"	"Townhouse" - Three bedrooms. The Unit contains approximately 1156 square feet of floor space, on two levels.
"E"	"Townhouse" - Three bedrooms. The Unit contains approximately 1155 square feet of floor space, on two levels.

All units have one bath, powder room, kitchen, living room and dining room or area.

(b) General Common Elements. All areas and facilities of the Condominium which are not Units as hereinabove defined or Limited Common Elements as hereinbelow defined, comprise the General Common Elements. General Common Elements include, but are not limited to the following: (i) the Property as hereinabove defined; (ii) the foundations, basements, roofs, slabs, floors, ceilings, chimney, perimeter walls, structural interior walls and partitions, hallways or corridors, lobbies, stairways, pipes, watermains, wires, conduits, air ducts, lateral serving stacks, public utility lines and meters not owned by the utility suppliers and other service installations, regardless of location, maintenance and storage room, laundry rooms and janitor closets; and (iii) parking areas, streets, curbs, roads, walkways, paths, trees, shrubbery, gardens, lawn areas, recreational areas, swimming and wading pool, bath house, tennis courts, basketball court, exterior lighting and devices of common use or necessary to the existence, upkeep, use and safety of the building and other Condominium Property.

The General Common Elements shall be owned in common by all of the Co-Owners of the Units. The General Common Elements shall remain undivided and no Co-Owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by law.

(c) Limited Common Elements. The Limited Common Elements consist of areas designated for owner storage, terraces, or concrete patios or stoops in front of any of the Units. The Limited Common Elements also include the attics above the two-story Units, which attics are reserved for the exclusive use of

the Units to which the attics have direct open access and connecting doors. They may also include such other items as shall be agreed upon by a majority of the Co-Owners to be reserved for the exclusive use of a certain Unit or number of Units. These Limited Common Elements are reserved for the use and benefit of the Co-Owners of the Units to which they are adjacent or to which they are declared to be appurtenant. Each Limited Common Element is owned in common by the Co-Owners of each of the Units but restricted to the use and benefits of the Unit or Units which it serves.

FOURTH: Each Co-Owner of a Unit in the Condominium shall have an undivided ownership interest in the General and Limited Common Elements and shall share, as assessed in accordance with the provisions of the By-Laws, in the expenses of operating and maintaining the General and Limited Common Elements, except insofar as the By-Laws require the Co-Owner of a Unit, to which the use and enjoyment of Limited Common Elements are reserved, to be responsible for the normal maintenance of those particular Limited Common Elements, in accordance with the percentage attributable to such Co-Owner's Unit, as hereinafter described.

The use of the General and Limited Common Elements shall be limited to the Co-Owners in residence and to their tenants in residence. The use of the General and Limited Common Elements shall be governed by the By-Laws and the rules and regulations as adopted from time to time by the Council.

The total valuation of the Condominium, including all of the Units and all of the Common Elements is \$3,799,700.00.

Tabulated below, according to the Unit designations and types corresponding to and reflected in the Master Plat, are all of the Units in the Condominium:

<u>Unit Designation</u>	<u>Unit Type</u>
1601	E
1603	D
1605	D
1607	D
1609	D
1611	D
1613	D
1615	D
1617	D
1619	E
1621	C
1623	B
1625	B
1627	B
1629	C
1631	C
1633	B
1635	B
1637	A
1639	E
1641	D
1643	D
1645	D

Unit DesignationUnit Type

1647	D
1649	D
1651	D
1653	B
1701	B
1703	D
1705	D
1707	D
1709	D
1711	D
1713	D
1715	D
1717	D
1719	V
1721	D
1723	D
1725	D
1727	E
1729	B
1731	B
1733	B
1735	B
1737	B
1739	B
1741	C
1743	C
1745	B
1747	B
1749	B
1751	B
1753	W
1755	W
1757	D
1759	D
1761	D
1763	D
1765	D
1767	D
1769	C
1771	D
1773	D
1775	V
1777	E
1801	C
1803	B
1805	B
1807	C
1809	E
1811	D
1813	D
1815	D
1817	D
1819	D
1821	D
1823	B
1825	E
1827	D
1829	D
1831	D
1833	D
1835	D

Unit Designation

Unit Type

1837	D
1839	M
1841	C
1843	B
1845	B
1847	A
1849	C
1851	B
1853	B
1855	C
1857	H
1859	D
1861	D
1863	D
1865	D
1867	D
1869	D
1871	M
1873	M
1875	D
1877	D
1879	D
1881	D
1883	D
1885	D
1887	M
1889	A
1891	B
1893	H
1895	C
1901	H
1903	D
1905	D
1907	D
1909	D
1911	D
1913	D
1915	D
1917	D
1919	D
1921	D
1923	D
1925	D
1927	E
1929	C
1931	B
1933	B
1935	B
1937	B
1939	B
1941	C
1943	C
1945	B
1947	B
1949	B
1951	B
1953	A
1955	E
1957	D

<u>Unit Designation</u>	<u>Unit Type</u>
1959	D
1961	D
1963	D
1965	D
1967	D
1969	D
1971	D
1973	D
1975	D
1977	E
1979	C
1981	B
1983	C
1985	E
1987	D
1989	D
1991	D
1993	D
1995	E

The valuation of each of the Units, including the proportionate valuation of the General and Limited Common Elements attributable to such Unit, and the percentage of total valuation that the Unit valuation bears to the stated total valuation of the Condominium, including all of the Units and all of the Common Elements (which percentage is sometimes referred to in this Master Deed and the By-Laws as the "individual percentage interest") is listed below by Unit Type:

<u>Unit Type</u>	<u>Unit Valuation</u>	<u>Individual Percentage Interest</u>
A	\$ 18,450	.48578
B	\$ 20,450	.53834
C	\$ 21,450	.56458
D	\$ 24,750	.65143
E	\$ 25,450	.66958

Each percentage tabulated above is an infinite number. To avoid a perpetual series of digits and to obtain a total of one hundred percent, the fourth digit has been adjusted, and rounded up or down to a value that is most nearly correct. Grantor for itself, its successors and assigns, hereby declares that the percentage values are definitive for the purposes for which they are intended, including a voting purpose, and that no different or extended percentage value shall be used unless first established by proper amendment of this Master Deed.

Every dollar value and its appurtenant percentage appearing in the table above, is established only for the purposes of the Horizontal Property Act of the State of Maryland, and nothing herein shall fix the market value of any Unit and its attributable undivided common interest, nor prevent any Co-Owner, including Grantor, from fixing a different circumstantial value to his Unit and accompanying individual percentage interest, in all types of acts and contracts.

FIFTH: The administration of the Condominium shall be by the Council in accordance with the provisions of this Master Deed and with the provisions of the By-Laws. All of the Co-Owners of Units in the Condominium shall together constitute the Council.

Every Co-Owner or group of Co-Owners of a Unit shall automatically be a member of the Council and shall remain a member of the Council until such time as his ownership ceases for any reason, at which time his membership in the Council shall automatically cease. Other than as an incident to a lawful transfer of title to a Unit, membership in the Council shall be non-transferable and any attempted transfer shall be null and void.

SIXTH: In the event that the buildings are partially or totally destroyed and are then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the General and Limited Common Elements encroaches upon the Units, or any of them, or vice versa, or any of the Units encroaches upon another Unit, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist. Easements are hereby reserved through each of the Units for the benefit of other Units as may be required for structural repairs, utility lines and for any heating, air-conditioning and ventilating ducts in the locations as presently installed in the Unit or as subsequently approved in writing by the Condominium in accordance with procedures set forth in the By-Laws, the Co-Owner of the burdened Unit and any mortgagee having a security interest therein.

SEVENTH: The undivided interest in the General and Limited Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest may not be expressly mentioned or described in the conveyance or other instrument.

EIGHTH: Each Co-Owner shall comply with the provisions of this Master Deed, the By-Laws, decisions and resolution of the Board of Directors and of the Council or its representatives, as lawfully amended from time to time, and failure to comply with any such provision, decision, or resolution shall be grounds for an action to recover sums due, for damages or for injunctive relief.

NINTH: All present or future owners, tenants, future tenants, or any other person who might use the facilities of the project in any manner are subject to the provisions of this Master Deed and the mere acquisition or rental of any of the Units of the Condominium or the mere act of occupancy of any of said Units shall signify that the provisions of this Master Deed are accepted and ratified.

TENTH: A mortgagee or other purchaser of a Unit who obtains title by reason of foreclosure of a mortgage or other security interest covering a Unit, his successors or assigns, shall not be liable for assessments by the Council which became due prior to his acquisition of title, it being understood, however, that the above shall not be construed to prevent the Council from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment liens shall be subordinate to such mortgage or security interest.

ELEVENTH: 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 latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's

right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Council, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Council and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Council against the grantor in excess of the amount therein set forth.

TWELFTH: The dedication of the Property to the horizontal property regime herein described shall not be revoked, nor shall the Property be removed from the horizontal property regime, or any of the provisions herein amended unless all of the Co-Owners and the mortgagees of all of the Units and all other parties having any security interest in any Unit unanimately agree to such revocation, or amendment, or removal of the Property from the regime by duly recorded instruments, except as provided in those portions of Article VI of the By-Laws that deal with destruction of the Units.

THIRTEENTH: The submission of the Property is subject to all covenants, conditions, easements, and restrictions now recorded or hereafter placed on record.

FOURTEENTH: Nothing contained herein shall be deemed or construed to dedicate to private or public use or to create a general scheme of development in or to vest rights and/or benefits with respect to any other property owned or hereafter acquired by the Grantor, his heirs, successors and assigns.

FIFTEENTH: It is the intention of the Grantor that the provisions of this Master Deed 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 or ordinance, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof is, at the time of recording this Master Deed, void, voidable or unenforceable as being contrary to any applicable federal, state or local law or ordinance, the Grantor, his heirs, successors and assigns and all persons claiming by, through or under this Master Deed 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 Master Deed 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.

WITNESS the hand and seal of the Grantor, J. KEVIN MALLOY, hereunto affixed as of the day and year first above written.

WITNESS:

J. KEVIN MALLOY, T/A,
CUMBERSTONE MANAGEMENT COMPANY

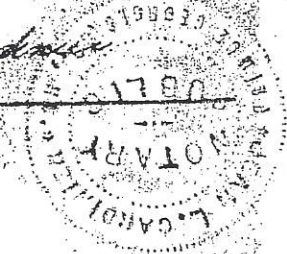
Mary A. Leasing By: *J. Kevin Malloy*
J. Kevin Malloy

STATE OF MARYLAND)

COUNTY OF Prince George's to wit:

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that on the 30th day of April, 1973, before me appeared J. Kevin Malloy, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Jean L. Gardiner
Jean L. Gardiner
Notary Public



My Commission expires:

7/1/74

This is to certify that the Master Deed and By-Laws establishing Olde Towne Village Condominium were prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis Pohoryles
Louis Pohoryles

4221 486

OLDE TOWNE VILLAGE CONDOMINIUM

Rider I

Legal Description

BEING a subdivision known as "PARCEL A, ADDISON MANOR APARTMENTS", Prince George's County, Maryland, as per plat thereof recorded in Plat Book WWW-51, at Folio 41 one of the Land Records of Prince George's County, Maryland.

AND all that portion or parcel of land, more particularly described as follows:-

BEING part of the lands conveyed by Anna L. Rupertus to Charles E. Reithmeyer and Grace M. Reithmeyer, his wife and Willy D. Grusholt and Martha W. Grusholt, his wife, by deed dated May 27, 1952, and recorded among the Land Records of said Prince George's County, Maryland, in Liber 1505 at folio 105, and being more particularly described as follows:-

BEGINNING for the same at a point marking the southwest corner of Parcel "A" as shown on a Plat of subdivision entitled "Parcel 'A' Addison Manor Apartments", recorded among the aforesaid Land Records in Plat Book WWW 51 at Plat No. 41, and running thence

1. South 81° 00' 00" West 100.00 feet to a point; thence
2. North 16° 11' 40" West 213.23 feet to a point; thence
3. North 62° 50' 00" East 101.06 feet to a point in the West line of the aforesaid parcel "A"; thence with a part of said line
4. South 16° 11' 40" East 245.00 feet to the place of beginning, containing 22,732 square feet or 0.5218 acres of land.