

## **Declaration-CC&Rs**

### **Council of Unit Owners of Normandy Place Condominium**

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DECLARATION OF CONDOMINIUM

NORMANDY PLACE CONDOMINIUM

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**Exhibits**

Exhibit "A" -	Description of Property
Exhibit "B" -	Bylaws
Exhibit "C" -	Condominium Plat - Phase 1
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NORMANDY PLACE CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM ("Declaration"), made and entered into this 23rd day of February, 1996, by COSCAN NORMANDY PLACE, INC., a Maryland corporation (hereinafter and in the exhibits attached hereto called the "Declarant")

WHEREAS, the Declarant is the owner in fee simple of certain land and premises and the buildings constructed or to be constructed thereon and all appurtenances thereto (hereinafter called the "Property") located in Prince George's County, State of Maryland, and more particularly described in Exhibit "A", attached hereto and made a part hereof, and,

WHEREAS, the Declarant desires to establish a Condominium pursuant to Real Property Article, Title 11, Section 11-101, et seq., of the Annotated Code of Maryland (1988) as amended from time to time (hereinafter called the "Act"), and it is the desire and intention of the Declarant to divide the Property into condominium units and to sell and convey the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth, each of which is for the benefit of the Property and the owners thereof from time to time; and,

WHEREAS, prior to the recordation hereof the Declarant has filed for record in the Office of the Clerk of the Circuit Court Prince George's County, Maryland, a certain condominium plat entitled "Normandy Place" (hereinafter referred to as the "Condominium Plat"), which Condominium Plat (consisting of \_\_\_\_\_ (\_\_\_\_) sheets) is recorded in Condominium Plat Book \_\_\_\_\_, at Plat \_\_\_\_\_, et seq.

NOW, THEREFORE, the Declarant hereby submits the Property to the provisions of the Act

ARTICLE I  
DEFINITIONS

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

Section 1. "Common Elements" means all of the Property other than "Units," and includes both "General Common Elements" and "Limited Common Elements" (as defined in Article III hereof)

Section 2. "Condominium" means the Property having the status of a "Condominium" pursuant to and as defined in the Act.

Section 3. "Council of Unit Owners" means the entity comprised of all Unit Owners, sometimes hereinafter referred to as the "Association".

Section 4. "Declarant" shall mean and refer to Coscan Normandy Place, Inc., a Maryland corporation, and its successors and assigns to whom the special rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred in writing. Unless expressly otherwise agreed between the parties to any such assignment, any successor or assignee of the Declarant shall have no obligations to any grantee of the Declarant and shall have no responsibility for any representations or warranties made by the Declarant.

Section 5. "Eligible Mortgage Holder" means a holder, insurer, or guarantor of a first mortgage on a Unit who has submitted a written request for notice from the Council of Unit Owners of amendments to the Condominium documents or other significant matters which would affect the interests of the mortgagee.

Section 6. "Percentage Interest" means the undivided interest of each Unit Owner, as set forth in Exhibit "D", with respect to Common Elements of the Condominium and the Common Profits and Common Expenses of the Council of Unit Owners.

Section 7. "Unit" means a three-dimensional area, as described below and as shown on the Condominium Plat, and includes all improvements contained within such area except such improvements as are expressly excluded in this Declaration or on the Condominium Plat. The lower boundary of any Unit situate upon a concrete slab or slabs is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper surface of such concrete slab or slabs extended to intersect the lateral or perimetrical boundaries thereof. The lower boundary of any Unit not situate upon a concrete slab is a horizontal plane (or planes), the elevation of which coincides with the lower (unexposed) surface of the plywood floor (or other sub-floor) extended to intersect the lateral or perimetrical boundaries thereof. The upper boundary of each Unit is a horizontal (or in some cases inclined) plane (or planes), the elevation of which coincides with the top surface of the unfinished wallboard of the uppermost ceiling in the Unit, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any such Unit is a vertical plane (or planes) which coincides with the outermost (unexposed) surfaces of the unfinished perimeter wallboard (or gypsum board) walls thereof, including the windows and doors thereof, extended to intersect the upper and lower horizontal boundaries thereof and to intersect the other lateral or perimetrical boundaries of the Unit. Unless otherwise designated herein and/or on the Condominium Plat as a Common Element, (i) mechanical equipment, fixtures and appurtenances located within or without any Unit and designated to serve only that Unit, such as pipes, wires, cables, conduits, electrical receptacles and outlets, ducts, flues (including, without limitation, fireplace flues), chutes, appliances, and the like, and (ii) any balconies, decks, terraces and patios designated to serve only that Unit, shall be considered a part of the Unit.

Section 8. "Unit Owner" means any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, which owns a Unit; provided, however that any person, group of persons, corporation, partnership, trust or other legal entity, or any

combination thereof, which holds such interest solely as security for the performance of an obligation shall not be a Unit Owner solely by reason of such interest.

## ARTICLE II CREATION OF CONDOMINIUM REGIME

Section 1. Submission of Property to Act. The Property and all appurtenances thereto shall be held, conveyed, divided, subdivided, leased, rented, occupied, improved, hypothecated and/or encumbered subject to the Act and the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "Covenants and Restrictions") herein set forth, including the provisions of the Bylaws of the Council of Unit Owners of Normandy Place Condominium (the "Bylaws") (a copy of which is attached hereto and made a part hereof as Exhibit "B"), all of which are declared and agreed to be in aid of a plan for the division of the Property into a Condominium pursuant to the Act, and all of which shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant and by any person acquiring or owning an interest in the Property, including, without limitation, any person, group of persons, corporation, partnership, trust or other entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation; provided, however, that the special rights, restrictions, easements, interests, exemptions, privileges, and powers of the Declarant shall inure to the benefit of and be enforceable by only those successors and assigns of the Declarant to whom any of the same have been specifically assigned or transferred in writing.

By the recordation of this Declaration, the Council of Unit Owners hereby assumes all liability, responsibility and duty for the care, operation and maintenance of the Common Elements, and each Unit Owner hereby assumes or agrees to assume all liability and duty for the care, operation and maintenance of their respective Units, subject, however, to any rights and/or obligations the Council of Unit Owners or each Unit Owner may have pursuant to this Declaration and the Bylaws. Further, the Council of Unit Owners and each Unit Owner, on their own behalf, and on behalf of their successors and assigns, hereby agrees to indemnify and hold Declarant, its heirs, successors and assigns harmless from any loss, liability or damage (including attorneys' fees and court costs) arising out of or resulting from the failure of the Council of Unit Owners or each Unit Owner to care for, maintain or properly operate the Common Elements or Units, as applicable.

Section 2. Description of the Units The general description and number of each Unit, including its area, location and such other data as may be necessary or appropriate for its identification, is set forth on the Condominium Plat, a copy of which Condominium Plat is annexed hereto as Exhibit "C" (and by this reference is made a part hereof).

Section 3. Name of Condominium. The name by which the Condominium shall be known is "Normandy Place Condominium."

### ARTICLE III COMMON ELEMENTS

Section 1. General Common Elements. The General Common Elements means all of the Common Elements except Limited Common Elements, and shall (unless otherwise specifically designated herein or on the Condominium Plat), include the following:

- (a) The Property (other than Units); and,
- (b) The foundations, bearing walls, perimeter walls, main walls, roofs, chimneys, parking areas (unless designated as a part of a Unit or as a Limited Common Element pursuant to this Declaration or the Condominium Plat), landscaping, columns, girders, beams, supports, elevators, telephone and electric meter rooms, stairs and/or hallways or corridors (not located within any Unit), and communication ways; and,
- (c) The components or installations of central services and utilities such as power, light, gas, water, sewer, telephone, master antennae, including tanks, pumps, motors, fans, compressors, pipes, valves, controls or other similar equipment to be used in common (unless designated to serve only one Unit or designated as a Limited Common Element pursuant to this Declaration or the Condominium Plat); and,
- (d) All Units which may hereafter be acquired and held by the Council of Unit Owners on behalf of all Unit Owners; and,
- (e) All other elements of common use or necessary to the Condominium's existence, upkeep and/or safety.

Section 2. Limited Common Elements. The "Limited Common Elements" include those designated as such in this Declaration or on the Condominium Plat. All areas designated as Limited Common Elements are reserved for the exclusive use of the Unit Owner(s) of the Unit(s) to which they are declared to be appurtenant by appropriate designation in this Declaration or on the Condominium Plat. If no such designation is made in this Declaration or on the Condominium Plat, then the Limited Common Elements shall be deemed to be appurtenant to Unit(s) to which they are adjacent or which they are rationally intended to serve and benefit. The right of the Unit Owner(s) to whose Unit(s) the Limited Common Elements are appurtenant to use and enjoy the same shall be subject to such reasonable rules and regulations (hereinafter called the "Rules") as the Board of Directors of the Council of Unit Owners may from time to time enact, and are further subject to each Unit Owner's responsibility to pay any charges imposed by the Board of Directors for the use and maintenance of such Limited Common Elements. Pursuant to the Act, the Council of Unit Owners may assess the costs incurred in maintaining, repairing or replacing any Limited Common Elements against the Unit(s) to which such Limited Common Elements are appurtenant.

ARTICLE IV  
PERCENTAGE INTEREST AND VOTING RIGHTS

Each Unit shall have the same incidents as real property, and the Unit Owner shall hold the same in fee simple and shall have a common right to a share with the other Unit Owners of an undivided fee simple interest in the Common Elements, which shall be known as the "Percentage Interest in the Common Elements". The Percentage Interest in the Common Elements appertaining to each Unit is set forth in Exhibit "D". This percentage is also the Percentage Interest of each Unit Owner in the Common Profits and Common Expenses of the Council of Unit Owners. Each Unit shall be entitled to one (1) vote in the Council of Unit Owners. Except as otherwise specifically provided in this Declaration, the Percentage Interests heretofore described and votes herein established shall not be changed without the unanimous consent of all of the Unit Owners and the mortgagees (as defined in the Act) evidenced by an appropriate amendment to this Declaration recorded among the Land Records of Prince George's County, Maryland; shall not be separated from the Unit to which they appertain, and shall be deemed conveyed or encumbered with the Unit even though such Percentage Interests and/or votes are not expressly mentioned or described in the conveying deed or other instrument. Subject to the provisions of the Bylaws of the Council of Unit Owners and this Declaration, a Unit Owner may, pursuant to and in accordance with the Act, grant a part of his Unit to another Unit Owner and the part of the Unit conveyed may be incorporated as part of such other Unit, or he may subdivide his Unit, whereupon he shall reallocate a portion of his Percentage Interest in the Common Elements of the Condominium and Percentage Interest in the Common Profits and Common Expenses of the Council of Unit Owners, and the vote appurtenant to his Unit in accordance with the Act.

ARTICLE V  
COVENANT AGAINST PARTITION; EASEMENTS; ENCROACHMENTS

Section 1. Covenant Against Partition. The Common Elements, both General and Limited, shall remain undivided and, except as otherwise provided herein and in the Act, shall remain appurtenant to the designated Unit. No Unit Owner or any other person shall bring any action for partition or division thereof except as may be provided for herein and in the Act.

Section 2. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of the Units and/or Common Elements, or if any such encroachment shall occur hereafter as a result of construction, reconstruction, repair, shifting, movement or settlement, or otherwise, a valid easement for the encroachment and for the maintenance of the same exists so long as the encroaching Unit and/or Common Elements shall stand. In the event any Unit, any adjoining Unit, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, reconstructed or repaired, encroachment of parts of the Common Elements resulting from such reconstruction, construction or repair shall be permitted, and valid easements

for such encroachment and the maintenance thereof shall exist so long as the encroaching improvements shall stand.

Section 3. Easements.

(a) The Council of Unit Owners (through its Board of Directors, if applicable), its agents and employees, shall have an irrevocable right and an easement to enter Units to make repairs to Units or Common Elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. Except in cases involving manifest danger to public safety or property, the Council of Unit Owners (or the Board of Directors, if applicable) shall make a reasonable effort to give notice to the owner of any Unit to be entered for the purpose of such maintenance and repair. If damage is inflicted on the Common Elements or any Unit through which access is taken, the Council of Unit Owners, if it is responsible for such damage, is liable for the prompt repair of such damage. An entry by the Council of Unit Owners through its Board of Directors, agents, and employees for the purposes specified in this Section 3(a) shall not be considered a trespass. An easement for mutual support shall exist in the Units and the Common Elements.

(b) Each of the sidewalks, lanes, driveways, paved areas, roadways, and other General Common Elements shall be subject to an easement in favor of all of the Unit Owners for reasonable and necessary pedestrian and vehicular ingress and egress to and from the improvements and to and from public and private roadways and streets. Each Unit Owner shall have a right of ingress and egress to such Unit Owner's Unit.

(c) There is hereby reserved unto the Declarant (and its successors and assigns to whom such easement has been specifically assigned in writing) for the benefit of the Declarant and its agents a nonexclusive easement over, across and through all of the Property and Common Elements for the purpose of access, the storage of building supplies and materials and equipment in the Common Elements, and, without any limitation, for any and all purposes reasonably related to the completion of the construction, improvement and repair of the Property and the marketing, sales and leasing of Units.

(d) There is hereby reserved unto the Declarant (and its successors and assigns to whom such easement has been specifically assigned in writing), for the benefit of the real property described in Exhibit "E" attached hereto and made a part hereof (the "Expansion Area"), the Declarant, its agents and any person or entity at any time owning any portion of the Expansion Area, a non-exclusive perpetual blanket easement and right of passage on, through, over, under, and across all of the Property and Common Elements for ingress, egress, installation, replacement, repair, maintenance and use of all utilities, including, but not limited to, water, sewer, drainage, gas, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon and to have construction

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vehicles, personnel, equipment and the like exercise the aforesaid right of ingress and egress over the Property. There is further reserved unto the Declarant (and its successors and assigns to whom such right has been specifically assigned in writing), the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this Section 3(d). In the exercise of any rights under this Section 3(d), there shall be no unreasonable interference with the use of the Property or any Unit for residential purposes, or with the Common Elements or the Expansion Area for the purposes for which each is reasonably intended. Any person or entity exercising any rights under this Section 3(d) shall be obligated to promptly repair, at their own expense, any damage caused by the exercise of such rights and to restore, to the extent practicable, any damaged real or personal property to the condition of such property prior to the exercise of such rights. The provisions of this Section 3(d) shall automatically terminate and be of no further force or effect at such time, if any, as the Condominium shall be expanded to include all of the Expansion Area.

(e) There is hereby reserved unto the Declarant (and its successors and assigns to whom such easement has been specifically assigned in writing), for the benefit of the Expansion Area, the Declarant, its agents and any person or entity at any time owning any portion of the Expansion Area, a non-exclusive perpetual blanket easement and right of passage on, through, over, under and across all of the Property and Common Elements for (i) pedestrian and vehicular ingress and egress to and from any and all portions of the Expansion Area, (ii) parking, (iii) ingress and egress to and from any and all portions of the Expansion Area by construction equipment, construction personnel and the like to facilitate and enable the development and construction of buildings, improvements and related facilities upon the Expansion Area, and (iv) the conduct of all other development and construction related activities as are deemed necessary or desirable by the Declarant or any person or entity at any time owning any portion of the Expansion Area. The Declarant (and its successors and assigns to whom such right has been specifically assigned in writing) and any person or entity at any time owning any portion of the Expansion Area shall have all rights and privileges reasonably necessary to the exercise of the foregoing easement, including, without limitation, a reasonable right of ingress and egress on, over and through the Property and Common Elements. In the exercise of any rights under this Section 3(e), there shall be no unreasonable interference with the use of the Property or any Unit for residential purposes, or with the Common Elements or the Expansion Area for the purposes for which each is reasonably intended. Any person or entity exercising any rights under this Section 3(e) shall be obligated to promptly repair, at their own expense, any damage caused by the exercise of such rights and to restore, to the extent practicable, any damaged real or personal property to the condition of such property prior to the exercise of such rights. The provisions of this Section 3(e) shall automatically terminate and be of no further force or effect at such time, if any, as the Condominium shall be expanded to include all of the Expansion Area.

his or her spouse, firm, corporation or other entity he or she is associated with, sells the Unit which qualified such individual to become a member of the Board of Directors. All election materials prepared with Association funds shall list candidates in alphabetical order and shall not suggest a preference among candidates. Members of the Board of Directors shall be elected by secret ballot. At each election of members to the Board of Directors the Unit Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise pursuant to the provisions of the Declaration and these Bylaws

*Section 5.      Nominations.* A call for nominations for candidates for the Board of Directors shall be sent to all Unit Owners not less than forty-five (45) days before notice of an election is sent. Only nominations made at least fifteen (15) days before notice of an election shall be listed on the election ballot. Nominations may also be made from the floor at the meeting at which the election of the members of the Board of Directors is held.

*Section 6      Removal of Members of the Board of Directors.* At any regular or special meeting of the Association after the first annual meeting of the Association, any one or more of the members of the Board of Directors elected by the Unit Owners may be removed, with or without cause, by fifty percent (50%) of the total authorized votes of the Unit Owners; provided that any Director appointed or elected by the Declarant may be removed only with the consent of the Declarant. Any member of the Board of Directors whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. The term of office of any Director who becomes more than forty-five (45) days delinquent in the payment of common charges against the Unit of which he or she is the owner shall automatically terminate on the forty-sixth (46th) day, and his or her successor shall thereupon be appointed by the remaining Directors to fill out the unexpired portion of such Director's term. The Declarant may remove any member of the Board of Directors designated by the Declarant, at any time, with or without cause, by written notification to the Board of Directors specifying the date of such removal and the name of the individual designated to succeed the Director so removed

*Section 7.      Vacancies.* Vacancies on the Board of Directors shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the predecessor Director, and until a successor shall be elected at the next annual meeting of the Association.

*Section 8.      Organization Meeting.* The first regular meeting of the Board of Directors following an annual meeting of the Association shall be held within ten (10) days thereafter, at such time and place as shall be fixed by a majority of the members of the Board of Directors, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, provided that a majority of the whole Board of Directors shall be present thereat.

following the addition of any group of Units to the Condominium shall be determined in accordance with the method set forth in Exhibit "D" attached hereto and made a part hereof. The Declarant shall set forth in a Supplementary Declaration at the time of such expansion the Percentage Interests and votes for all Units following the expansion, said figures to be computed in the manner set forth in Exhibit "D".

(d) The expansion of the Condominium shall not be effective until such time as there has been recorded among the Land Records for Prince George's County, Maryland (i) a Supplementary Declaration setting forth the new Percentage Interest in the Common Elements and Percentage Interest in the Common Profits and Common Expenses appurtenant to each Unit and the vote appertaining thereto, and (ii) an amendment to the Condominium Plat setting forth with respect to the new property which has been added to the Condominium the information that is required to be shown upon the Condominium Plat, pursuant to Section 11-105 of the Act.

Section 3. Effect of Expansion. Upon the recordation of the Supplementary Declaration and amendment to the Condominium Plat, each Unit Owner shall automatically have the Percentage Interest in the Common Elements and Percentage Interest in the Common Profits and Common Expenses and the vote appurtenant to his Unit set forth in the Supplementary Declaration. The interest of each mortgagee, as that term is defined in the Act, shall attach by operation of law to the Percentage Interest in the Common Elements appurtenant to the Unit with respect to which it holds a lien. In addition, the assessments for the Common Expenses of the Condominium on each Unit listed on a Supplementary Declaration shall commence upon the recordation of such Supplementary Declaration.

Section 4. Power of Attorney. There is hereby reserved unto the Declarant (or such other party as may in writing be designated by the Declarant) an irrevocable Power of Attorney, coupled with an interest, for the purpose of reallocating the Percentage Interests and voting rights appurtenant to each of the Units in the Condominium in accordance with the provisions of this Declaration and to execute, acknowledge and deliver such further instruments as may from time to time be required in order to accomplish the purposes of this Article VI. Each Unit Owner and each mortgagee of a Unit shall be deemed to have acquiesced in amendments to this Declaration and in amendments to the Condominium Plat for the purpose of adding the aforesaid additional Units and Common Elements to the Condominium, as set forth above, and shall be deemed to have granted unto the Declarant (or such other party as may in writing be designated by the Declarant), 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 assurances and instruments, if any, as may be required by the Declarant and its successors or assigns, to properly accomplish such amendments.

Section 5. Future Improvements. Any improvements situated on property added to the Condominium in accordance with this Article VII of the Declaration and the Act will be substantially completed prior to annexation and will be substantially consistent in terms of quality of construction and structure type with the initial improvements of the Condominium, unless otherwise approved by the Federal National Mortgage Association ("FNMA"). The Declarant:

reserves the right to modify the architectural type, style, size and floor plans of the Units and buildings within any property to be annexed within the Condominium

## ARTICLE VIII WASHINGTON SUBURBAN SANITARY COMMISSION AGREEMENT

(a) Each present and future Unit Owner and, if applicable, tenants of each Unit Owner shall acknowledge and take title subject to the obligation for payment by each Unit Owner of annual front-foot benefit charges, connection charges, service charges or other charges, if any, levied by the Washington Suburban Sanitary Commission (the "WSSC"), based upon water and sewer front-foot allocations made by the WSSC and commensurate with the life of the bonds issued for the construction of said water and/or sewer lines, as applicable, or as may otherwise be determined by the WSSC.

(b) Each present and future Unit Owner and, if applicable, tenants of each Unit Owner shall grant a right of access to his Unit to the management agent employed by the Unit Owner or the Council of Unit Owners and/or any other person authorized by the Council of Unit Owners for the purpose of making inspections of the plumbing system or for the purpose of correcting any plumbing problems in any Unit which might affect that Unit, any other Unit in the building or any of the Common Elements. In the event of an emergency, such entry shall be immediate whether the Unit Owner or tenant is present or not. The management agent or other authorized person may permit employees of the WSSC to enter the premises for the purpose of making corrections in order to protect the WSSC's water and sewer system. The provisions of this Article shall not be deemed to alter the responsibilities of the Association and/or any Unit Owner for the maintenance and repair of the Units and/or Common Elements as specified elsewhere in this Declaration or in the Bylaws.

## ARTICLE IX MISCELLANEOUS

### Section 1 Construction and Enforcement.

(a) The provisions hereof shall be liberally construed to achieve the purpose of creating a uniform plan for the operation of the Property as a Condominium. Enforcement of this Declaration, the Bylaws attached hereto and the Rules shall be by any Unit Owner and/or the Council of Unit Owners or its Board of Directors by any proceeding at law or in equity against any person or persons violating any of the same, either to restrain or enjoin violation or to recover damages, or both, and against any Unit to enforce any lien created hereby; and the failure or forbearance by the Council of Unit Owners or the Unit Owner of any Unit to enforce any of the Covenants and Restrictions herein or in the Bylaws or Rules shall in no event be deemed a waiver of the right to do so thereafter. The Unit Owners shall have the same rights of enforcement against the Council of Unit Owners as the Council of Unit Owners has against the Unit Owners.

(b) There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the provisions of this Declaration, the Bylaws attached hereto or the Rules, as amended from time to time, cannot be adequately remedied by action at law or exclusively by recovery of damages.

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

Section 3. Captions. The captions contained in this Declaration are for convenience only, are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

Section 4. Amendments. This Declaration may be amended only in accordance with the Act. Any amendment to this Declaration shall not become effective until such time as it has been recorded in the same manner as this Declaration among the Land Records of Prince George's County, Maryland. During the period the Declarant controls the Board of Directors of the Council of Unit Owners, any amendment of this Declaration or the Bylaws must receive the prior written consent of the Department of Veterans Affairs ("VA") if any Unit is subject to a mortgage guaranteed by the VA.

Section 5. Consents. Notwithstanding any other provision of this Declaration, unless otherwise provided by statute (or in case of condemnation or insurable loss to the Units and/or Common Elements of the Condominium), neither the Declarant, the Council of Unit Owners nor the Board of Directors shall take any of the following actions unless the approvals indicated have been obtained:

(a) by act or omission, seek to abandon or terminate the Condominium project unless at least eighty percent (80%) of the Unit Owners (except in the case of a taking of all the Units by eminent domain under Section 11-112 of the Act) and at least sixty-seven percent (67%) of the Eligible Mortgage Holders (or at least fifty-one percent (51%) of such Eligible Mortgage Holders in the case of the substantial condemnation or substantial destruction of the Property) have given their prior written approval;

(b) change the pro-rata interest or obligations of any Unit unless all of the first mortgagees and all Unit Owners of the Units have given their prior written approval (except in connection with expansion of the Condominium pursuant to Article VII hereof);

(c) provided that any Unit is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration ("FHA") or guaranteed by the VA, (i) amend or merge the Condominium regime with a successor Condominium regime, or (ii) construct units within the future phases of the Condominium which are inconsistent, in terms of quality of construction, with the Units presently within the Condominium, without prior written approval of the FHA and the Administrator of the VA.

(d) except as provided pursuant to the Act or other applicable law, or in case of condemnation or substantial loss to the Units and/or Common Elements, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission without the prior consent of two-thirds (2/3) of the first mortgagees (based on one (1) vote per first mortgage owned) or two-thirds (2/3) of the Unit Owners (other than the Declarant);

(e) except as provided pursuant to the Act or other applicable law, use hazard insurance proceeds for losses to any of the Property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Property and the improvements situated thereon without the prior written consent of two-thirds (2/3) of the first mortgagees (based on one (1) vote per first mortgage owned), or two-thirds (2/3) of the Unit Owners (other than the Declarant);

(f) restore or repair the Condominium after a partial condemnation other than substantially in accordance with the Declaration and the original plans and specifications, unless at least fifty-one percent (51%) of the Eligible Mortgage Holders (based on one vote for each First Mortgage owned) have given their prior written approval;

(g) reallocate interests in the Common Elements after the partial destruction of the Condominium unless at least fifty-one percent (51%) of the Eligible Mortgage Holders have given their prior written approval; or

(h) unless the consent of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Council of Unit Owners are allocated (or such higher percentage as may otherwise be required by this Declaration or the Act) and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages or deeds of trust held by Eligible Mortgage Holders is obtained, amend any material provision of this Declaration, the Bylaws or Condominium Plats which establishes, provides for, governs or regulates any of the following:

- (i) Voting rights;
- (ii) Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens or the priority of such liens;
- (iii) Reductions in reserves for maintenance, repair and replacement of the Common Elements;
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interests in the Common Elements or rights to their use;

- (vi) Definition of Unit boundaries or the exclusive easement rights appertaining to Units;
- (vii) Convertibility of Units into Common Elements or of Common Elements into Units;
- (viii) Expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Condominium;
- (ix) Hazard or fidelity insurance requirements;
- (x) Imposition of any restrictions on the leasing of Units;
- (xi) Imposition of any restrictions on the right of a Unit Owner to sell or transfer his or her Unit;
- (xii) A decision by the Council of Unit Owners to establish self management if professional management has been required previously by this Declaration, the Bylaws or an Eligible Mortgage Holder;
- (xiii) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in this Declaration, the Bylaws or the Act;
- (xiv) Any action to terminate the Condominium after substantial destruction or condemnation occurs; or
- (xv) Any provisions that expressly benefit mortgage holders, insurers or guarantors of first mortgages.

An amendment shall not be considered material for purposes of this Section 5(h) if such amendment is for purposes of correcting typographical errors or omissions, or is for purposes of clarification only.

Section 6 Rights of the Maryland-National Capital Park and Planning Commission (the "Commission"). Any other provision of this Declaration or the Bylaws to the contrary notwithstanding, unless otherwise provided by statute or in case of condemnation, neither the Council of Unit Owners nor the Board of Directors shall, by act or omission, take any of the following actions without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed:

(a) abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Elements shall not require the consent of the Commission; or

- (b) abandon or terminate the Condominium; or
- (c) modify or amend any material or substantive provision of the Declaration or the Bylaws; or
- (d) merge, consolidate, annex or add to the Condominium other than as provided for pursuant to Article VII of this Declaration; or
- (e) substantially modify the method of determining and collecting assessments as provided for in this Declaration or the Bylaws.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

Section 7 Declarant's Power of Attorney. The Declarant hereby reserves for itself, its successors, transferees and assigns, for a period of seven (7) years from the date the first Unit is conveyed to an individual purchaser, or until it conveys title to the last Unit, whichever occurs first, the right to execute on behalf of all contract purchasers, Unit Owners, Eligible Mortgage Holders, mortgagees, and other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to this Declaration, the Bylaws or the Condominium Plat which may be so required by FNMA, FHA, VA, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Condominium, or institutional lender or title insurance company designated by the Declarant.

(a) By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every such contract purchaser, Unit Owner, Eligible Mortgage Holder, mortgagee or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Declarant, its successors, transferees and assigns, as attorney-in-fact for the purpose of executing such agreement, document, amendment, supplement and other instrument(s) necessary to effect the foregoing subject to the limitations set forth herein.

(b) No such agreement, document, amendment, supplement or other instrument which adversely affects the value or substantially alters the floor plan of a Unit, or changes the Percentage Interest appurtenant to such Unit, or substantially increases the financial obligations of the Unit Owner, or reserves any additional or special privileges for the Declarant not previously reserved, shall be made without the prior written consent of the affected Unit Owner(s) and all owners of any mortgage(s) encumbering the Unit(s) owned by the affected Unit Owner(s). Any such agreement, document, amendment, supplement or instrument which adversely affects the priority or validity of any mortgage which encumbers any Unit shall not be made without the prior written consent of the owners of all such mortgages.

(c) The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any

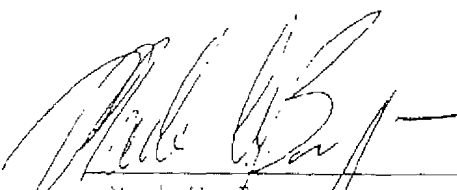
and all Units and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power of attorney. Said power of attorney shall be vested in the Declarant, its successors, transferees and assigns until the initial conveyance of all Units planned to be within the Condominium or the expiration of same.

Section 8. Extraordinary Actions. Although the Board of Directors shall generally have broad powers to regulate, govern and manage the Condominium, the power to approve certain Extraordinary Actions (as defined below) shall remain vested in the Council of Unit Owners. Any provision of this Declaration or the Bylaws to the contrary notwithstanding, the Board of Directors shall not be authorized to take any Extraordinary Actions without the affirmative vote of Unit Owners representing not less than sixty-seven percent (67%) of the Unit Owners present, in person or by proxy, and voting at any meeting of the Association. As used herein, the term "Extraordinary Actions" shall mean any and all actions taken by or on behalf of the Council of Unit Owners, including, without limitation, commencing or maintaining any litigation, arbitration or similar proceeding (except for routine common expense collection matters, or actions required to enforce the restrictions on use of Units or architectural controls set forth in Article V of the Bylaws) which would reasonably require the expenditure of funds in excess of Fifteen Thousand Dollars (\$15,000.00) in the aggregate during any fiscal year of the Association. However, Extraordinary Actions shall not be deemed to include actions by the Council of Unit Owners in connection with the normal care, upkeep, repair, maintenance or replacement of any of the existing Common Elements, including the establishment and utilization of reserves for the repair or replacement of existing Common Elements. Such actions with respect to the normal care, upkeep, repair, maintenance or replacement of any of the existing Common Elements shall be subject to Article V, Sections 2, 3 and 4 of the Bylaws. Each planned expenditure of more than Fifteen Thousand Dollars (\$15,000.00) shall require the aforesaid consent of Unit Owners representing not less than sixty-seven percent (67%) of the Unit Owners present, in person or by proxy, and voting at any meeting of the Association.

IN WITNESS WHEREOF, the Declarant has caused this writing to be executed and delivered in its name and on its behalf on the day and year first above written.

~~ATTEST~~ WITNESS:

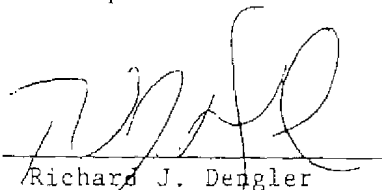
COSCAN NORMANDY PLACE, INC.,  
a Maryland corporation

  
Mark W. Brugger

~~Assistant Secretary~~

[CORPORATE SEAL]

By:

  
Richard J. Dengler  
(Vice) President

\* \* \*

STATE OF VIRGINIA

\*

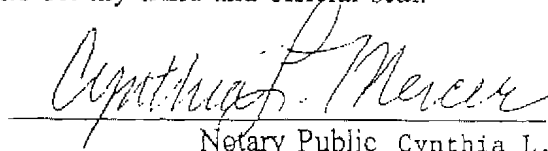
\* to wit:

\*

COUNTY OF FAIRFAX

I HEREBY CERTIFY that on this 23rd day of February, 1996, before me, a Notary Public in and for the State and County aforesaid, personally appeared Richard J. Dengler, known to me (or satisfactorily proven) to be the (Vice) President of Coscan Normandy Place, Inc., a Maryland corporation, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument on behalf of such partnership for the purposes therein contained.

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



Notary Public Cynthia L. Mercer

My Commission Expires: 02/28/99

[NOTARIAL SEAL]

\* \* \*

### DECLARANT'S CERTIFICATION

I HEREBY AFFIRM under penalty of perjury that the notice requirements of Section 11-102.1 of the Real Property Article of the Annotated Code of Maryland, if applicable, have been fulfilled.

*CM*  
~~ATTEST~~ / WITNESS:

COSCAN NORMANDY PLACE, INC.  
a Maryland corporation

*Mark W. Brögger*  
\_\_\_\_\_  
Mark W. Brögger

~~Assistant Secretary~~

[CORPORATE SEAL]

By:

*Richard J. Dengler*  
\_\_\_\_\_  
Richard J. Dengler  
(Vice) President

\* \* \*

### ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

*Douglas M. Irvin*  
\_\_\_\_\_  
Douglas M. Irvin

Exhibit "A"

Order: 7VNQUZZYL  
(Description of the Property)  
Address: 14000 Fansworth Ln 3305  
Order Date: 05-12-2019  
Document not for resale  
HomeWiseDocs

# GLW GUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, SURVEYORS, PLANNERS, LANDSCAPE ARCHITECTS  
3909 National Drive, Suite 250 • Burtonsville Office Park • Burtonsville, MD 20866  
(301) 421-4024  
Metro (301) 989-2524 Fax (301) 421-4186 Balto. (410) 880-1820

David E. Weber PE  
David C. Little PE  
Gordon A. Gutschick PE

ASSOCIATES  
Thomas C. O'Connor Jr. PE

ALL RIGHTS RESERVED  
Professional Land Surveyor

February 14, 1996

Description of  
**PHASE 1**  
**NORMANDY PLACE CONDOMINIUM**

Property of  
Coscan Washington, Inc.,  
a Maryland Corporation

BEING all that parcel or tract of land situate, lying and being in the Third (3rd) Election District of Prince George's County, Maryland, being part of that property conveyed to the Owner by Marlborough C.L. Limited Partnership by a deed dated February 9, 1988 and recorded among the Land Records of said County in Liber 6914 at Folio 411 and that Marlborough C.L. Limited Partnership conveyed its remaining interest to the Owner, in accordance with Section 1031 Exchange Agreement, by a deed by Tenant in Common dated April 12, 1988 and recorded among said Land Records in Liber 6943 at Folio 192 and being part of Parcel "H", part of which being delineated on a Plat of Subdivision entitled "Plat 43, Part of Parcel 'H' & Parcel 'L', Block 'J', Villages of Marlborough" recorded among the aforesaid Land Records in Plat Book VJ 172 as Plat No. 67, the remainder of which being delineated on a Plat of Subdivision entitled "Plat 44, Part of Parcel 'H' & Parcel 'L', Block 'J', Villages of Marlborough" recorded among the aforementioned Land Records in Plat Book VJ 172 as Plat No. 68, and being more particularly described as follows:

Beginning for the same at a point on the westerly Right-of-Way line of John Rogers Boulevard (100 foot Right-of-Way), as shown on said "Plat 44", said point lying at the easterly end of the southerly or North  $61^{\circ}20'17''$  West, 667.97 foot line of said Parcel 'H', thence running with part of said southerly Plat line

1' North  $61^{\circ}20'17''$  West, 418.72 feet to a point; thence leaving the aforesaid southerly Plat line and running in, through, over and across the aforesaid Parcel 'H', the following two (2) courses and distances

2' North  $26^{\circ}02'51''$  West, 188.28 feet to a point; thence

Order: 7VNQUZZYL  
Address: 14000 Farnsworth Ln 3305  
Order Date: 05-12-2019  
Document not for resale  
HomeWiseDocs

3) North  $63^{\circ}57'09''$  East, 228.78 feet to a point on the northeasterly or South  $23^{\circ}39'25''$  East, 634.05 foot line of the aforementioned Parcel 'H', as shown on said "Plat 44", 346.79 feet from the southeasterly end thereof; thence running with part of said northeasterly line

4) South  $23^{\circ}39'25''$  East, 346.79 feet to a point; thence continuing with the northeasterly lines of said Parcel 'H', the following three (3) courses and distances

5) 58.40 feet along the arc of a non-tangential curve deflecting to the left, having a radius of 75.00 feet and a chord bearing and distance of North  $66^{\circ}43'10''$  East, 56.93 feet to a point; thence

6) South  $38^{\circ}31'19''$  East, 17.76 feet to a point; thence

7) 153.87 feet along the arc of a non-tangential curve deflecting to the right, having a radius of 175.00 feet and a chord bearing and distance of North  $85^{\circ}07'39''$  East, 148.97 feet to a point on the aforesaid westerly Right-of-Way line of John Rogers Boulevard; thence running with part of said westerly Right-of-Way line

8) 204.75 feet along the arc of a non-tangential curve deflecting to the left, having a radius of 691.24 feet and a chord bearing and distance of South  $31^{\circ}26'04''$  West, 204.00 feet to the place of beginning, containing a computed area of 95,750 square feet or 2.1981 acres of land.

Subject to all easements and/or rights of way of record.

