

DECLARATION FOR ESTABLISHING A PLAN FOR  
CONDOMINIUM OWNERSHIP OF PREMISES LOCATED IN  
ANNE ARUNDEL COUNTY, MARYLAND PURSUANT TO THE REAL  
PROPERTY ARTICLE OF ANNOTATED CODE OF THE STATE  
OF MARYLAND

Dreams Landing Limited Partnership, a Limited Partnership organized and existing under the laws of the State of Maryland (hereinafter referred to as the “Developer”), does hereby declare:

1. Submission of Property. The Developer hereby submits the Land, described in Exhibit A attached hereto, together with the buildings and improvements thereon erected and owned by the Developer in fee simple absolute, to a condominium regime pursuant to the provisions of Title 11, Sections 11-101 through 11-128 inclusive of the Real Property Article of the Annotated Code of Maryland, 1974 edition and as amended in 1974, and does hereby declare the Property, as hereinafter defined, to be a Condominium as more particularly described herein and in the Condominium Plat, as hereinafter defined and made a part hereof, and subject to the Bylaws filed herewith and subject to the reservations set forth herein.

It is the intent of the Developer that each Unit Owner be vested with fee simple ownership of his Unit together with an undivided percentage interest in the Common Elements, and that each Unit, together with the undivided percentage interest in the Common Elements may be held or disposed of in such a manner as real property, subject to the terms of this Declaration, the Bylaws and the Act to the same extent as though each Unit were independent of all other Units and of the Building in which each Unit is located, as if each Unit constituted an independent fee simple estate in real property.

2. Definitions. The terms used in this Declaration and the attached Bylaws shall have the following meanings:

(a) “The Act” means, Title 11, Sections 11-101 through 11-128 inclusive of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, and as amended in 1974.

(b) “Board of Directors” means the persons elected as such in accordance with the Bylaws of Dreams Landing Condominium.

(c) “Buildings” means the buildings and other improvements erected and to be erected on the Land by the Developer.

(d) “Building Plans” means the plans of the Buildings prepared by Karl Kaufman, A.I.A., dated May, 1975, containing 20 pages, and recorded with the Condominium Plat among the Land Records of Anne Arundel County, Maryland.

(e) “Bylaws” means the Bylaws of Dreams Landing Condominium attached hereto and made a part hereof as may be amended from time to time and incorporated herein by reference.

(f) “Condominium Plat” means the plat consisting of one (1) sheet prepared by J. R. McCrone, Jr., Registered Professional Engineers and Land Surveyors, dated May, 1975, and recorded with the Building Plans among the Land Records of Anne Arundel County, Maryland simultaneously with the recording of this Declaration.

(g) “Land” means the real property described in Exhibit A of this Declaration attached hereto and made a part hereof exclusive of the Buildings or other improvements thereon.

(h) “Majority of the Owners” means Owners of thirty-five percent (35%) or more of the aggregate Percentage Interests of the Units. Any reference to any other specified percentage of the Owners means the Owners owning such specified percentage of the aggregate Percentage Interests of the Units.

(i) “Owner” or “Unit Owner” means any person, corporation, partnership, association, trust, or other legal entity, or any combination thereof, which holds title to a Unit. “Council of Owners” means all of the Owners acting as a group.

(j) “Mortgagees” means any holder of a mortgage to include Trustees and beneficiaries under Deeds of Trust.

(k) “Percentage Interest” means the percentage interest of each Unit in the Common Elements as set forth in Exhibit B attached hereto and made a part hereof.

(l) “Property” means the Land and the Buildings and all other improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

(m) “Rules and Regulations” means the rules and regulations adopted from time to time by the Board of Directors in accordance with the Bylaws that are deemed necessary for the enjoyment and management of the Condominium.

(n) “Unit” means a condominium unit as defined by the Act, and consists of any one of those parts of the Buildings which is separately described on the Condominium Plat as “Unit”, followed by a number.

3. Name of Condominium. This Condominium shall be known as “Dreams Landing Condominium”.

4. Property.

(a) Number and Location of Building. There are thirteen (13) Multi-Unit Buildings, containing a total of 56 Units, constructed and to be constructed on the Land. Ten (10) Buildings contain a total of forty-four (44) townhouse Units, said buildings are sometimes hereinafter referred to as “Townhouse Buildings”, and the Units contained therein are sometimes referred to as “Townhouse Units”. Of the ten (10) Townhouse Buildings, six (6) contain a total of four (4) Townhouse Units each; two (2) contain a total of seven (7) Townhouse Units each; and two (2) contain three (3) Townhouse Units each. The three (3) remaining buildings are sometimes hereinafter referred to as “Apartment Buildings” and Units contained therein are sometimes hereinafter referred to as “Apartment Units”. Each Apartment Building contains four (4) Apartment Units; two (2) on the first floor of each building and two (2) on the second floor of each building. The Land contains 6.502 acres of which approximately 0.72 acres are occupied by the thirteen (13) buildings. The location, dimensions and area of each building is shown on the Condominium Plat and the Building Plans.

(b) Construction of Buildings. Each Townhouse Building has two structural stories above the front grade of each building. Each Apartment Building has two and one-half (2 ½) structural stories, above the front grade of each building, consisting of a portion of the basement, the first floor and the second floor. Each Townhouse Building which has Units with basements and each Apartment Building is constructed on concrete slabs and have masonry basement walls. Each Townhouse Building which has Units with no basements is constructed on poured concrete footings with crawl spaces below the first floor joists. Townhouse Building 7, has three (3) Townhouse Units with basements and four (4) Townhouse Units without basements, and thus that portion of the building with basements is constructed on concrete slabs and that portion of the building with basements is constructed on poured concrete footings. The buildings are constructed,

in addition to the foregoing, of wood frame construction and of the following principal materials: painted brick and wood exterior with painted wood exterior with painted wood exterior trim; steel tempered glass and slate roofs in the Townhouse Buildings, steel wood frame windows, sheet rock interior walls and ceilings, hardwood, vinyl and ceramic tile covered floor; and fiber glass wall and ceiling insulation with vapor barrier.

(c) Description of Buildings and Units.

(i) Townhouse Buildings and Townhouse Units.

Building A, Units 101, 102 and 103.

Building A has three (3) Units, each of which has a basement with a half-bath and an exit to a fenced rear yard. Units 101 and 103, each have a side porch. Unit 101 has a fireplace, an exit off the first floor to a fenced rear yard, and three (3) bedrooms. Units 102 and 103, each have two (2) bedrooms.

Building B, Units 201, 202, 203 and 204 and Building G, Units

901, 902, 903, and 904. Building B and G each have four (4) Units. Each Unit has a basement with a half-bath and an exit to a fenced rear yard and two (2) bedrooms.

Building D, Units 401, 402, 403 and 404; Building H. Units 1101, 1102,

1103 and 1104; Building L. Units 701, 702, 703 and 704; and Building M. Units 1301, 1302, 1303 and 1304. Buildings D, H, L and M each have four (4) Units, none of which have basements. Each Unit has a door from the dining room to a rear fenced yard and a half-bath on the first floor and two (2) bedrooms.

Building E, Units 501, 502 and 503. Building E has three (3) Units,

none of which have basements. Units 501 and 503, each have a side porch. Units 501 and 502, each have a door exit from the dining room to a fenced rear yard. Unit 501 has a fireplace and three (3) bedrooms. Units 502 and 503, each have two (2) bedrooms.

Building F, Units 1001, 1002, 1003, 1004, 1005, 1006 and 1007.

Building F has seven (7) Units. Units 1001, 1002 and 1003, each have basements with half-baths and a rear door exit to a fenced rear yard. Units 1004, 1005, 1006 and 1007, have no basements. Units 1001 and 1007, each have fireplaces, a side porch and three (3) bedrooms. Units 1002, 1003, 1004, 1005 and 1006, each have a door exit from the dining room to a fenced rear yard, half-bath on

the first floor and two (2) bedrooms. Unit 1001 has a rear exit from the first floor to a fenced rear yard.

Building N, Units 601, 602, 603, 604, 605, 606 and 607. Building N has seven (7) Units, none of which have basements and all of which have a half-bath on the first floor. Units 601 and 607, each have a side porch, a fireplace and three (3) bedrooms. Units 602, 603, 604, 605 and 606, each have a door exit from the dining room to a fenced rear yard, two (2) bedrooms and a half-bath on the first floor.

Each Townhouse Unit has its own hot water heater, and heating and air conditioning system. Each Townhouse Unit has access to the attic above the ceiling of the second floor, by way of ceiling hide-away (pull down) wood staircase. All doors in Townhouse Units, the entrance doors (front and rear and/or side) to all Units, and all windows of Units shall be deemed a part of the Unit.

- (ii) Apartment Buildings and Apartment Units. Building C. Units 301, 302, 303, and 304; Building J. Units 801, 802, 803 and 804; and Building K, Units 1201, 1202, 1203 and 1204. Each Apartment Building has a front entrance to the ground level of a staircase in the center of the building. Ingress to and egress from Apartment Units ending with the digits 01 and 02, which are located on first floor of each building and ingress to egress from Apartments Units ending with the digits 03 and 04, which are located on the second floor of each building, is made from and to the first floor landing of said staircase and from and to the second floor landing of said staircase, respectively. Ingress to and egress from the basement of each building is made at the basement landing of the staircase and at a basement door at the rear of each building. Each Apartment Unit has two (2) bedrooms; one (1) full bath, a living room, a dining room and kitchen, heating and air conditioning system, the compressor for which is located on a cement pad at the rear (outside) of the building. A hot water heater is located in the basement of each Apartment Building and has the capacity and is intended to serve all four (4) Units in that building. Each of the four (4) Owners of each of the four (4) Apartment Units in each of the three (3) Apartment Buildings shall own in common the water heater located in each Apartment Building and each shall have a joint and several obligation for its maintenance, repair and replacement.

5. Units. Annexed hereto and made a part hereof as Exhibit B is a list of all Units in the Buildings, their unit designation, the assigned value of the Property and of each Unit, and the Percentage Interest of each Unit in the General Common Elements determined on the basis of the proportion which the assigned value of each Unit bears to the assigned value of the Property as of the date of filing of this Declaration, said assigned values having been estimated by the Developer. The areas of the Units, the Buildings, and the Land and the General Common Elements and Limited Common Elements to which each Unit has immediate access are shown on the Condominium Plat.

6. Description of Units.

(a) Each Townhouse Unit comprises a parallelepiped, the lower vertical boundary of any such Townhouse Unit is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper surface of the wooden floor joists of the first floor in Townhouse Units having no basement, or in the case of a Townhouse Unit containing a basement, the top of the concrete slab of the basement of such Townhouse Unit. The upper vertical boundary of such Townhouse Unit is a horizontal plane (or planes) the elevation of which coincides with the lower surface of the ceiling joists for the ceiling of the second floor of such Townhouse Unit. The lateral or perimetrical boundaries of any such Townhouse Unit are vertical planes which coincide with the Unit side of the wooden studs of the perimeter walls thereof, to include the perimeter wall structure, windows, and doors thereof extended to intersect the upper and lower vertical boundaries thereof and to intersect the other lateral or perimetrical boundaries of the Townhouse Unit. The Unit boundary of side porches, where applicable, include the bottom of the concrete slab which serves as the side porch floor, upwards to and inclusive of the highest exposed surface of the porch, roof (including hand rails, and supporting structure) but exclusive of any fireplace chimney material.

(b) Each Apartment Unit comprises a parallelepiped. The lower vertical boundary of any Apartment Unit located on the first floor is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper surface of the first floor wood floor joists extended to intersect the lateral or perimetrical boundaries thereof. The upper vertical boundary of any Apartment Unit located on the first floor is a horizontal plane (or planes), the elevation of which coincides with the bottom surface of the second floor wood floor joists, to include the ceiling structure within such unit, extended to intersect the lateral or perimetrical boundaries thereof. The lower vertical boundary of any Apartment Unit located on the second floor is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper surface of the second floor wood floor joists extended to intersect the lateral or perimetrical boundaries thereof. The upper vertical boundary

of any Apartment Unit located on the second floor is a horizontal plane (or planes), the elevation of which coincides with the bottom surface of the second floor wood ceiling joists, to include the ceiling structure within such unit, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any Apartment Unit located on either the first or second floor are vertical planes which coincide with the unexposed surface of the perimeter walls to include the perimeter wall structure, windows and doors thereof, extended to intersect the upper and lower vertical boundaries thereof, and to intersect the other or perimeter boundaries thereof, and to intersect the other or perimeter boundaries of such Apartment Units located on either the first or second floors.

7. General Common Elements. The General Common Elements consists of the entire Property (including all parts of the Buildings) other than the Units, and include, without limitations, the following:

- (a) The Land;
- (b) The foundations, columns, girders, beams and supports of all Buildings;
- (c) The masonry block work and structural wood framing of the exterior walls of the Buildings and all insulation materials; the masonry block work and structural wood framing of all walls separating Units and containing masonry block work or structural wood framing; and the concrete floors of all Buildings, exclusive of Townhouse Unit basements;
- (d) The roofs, roofing material and roof rafters of all Buildings, provided however, that the attic area above the second floor ceiling of each Townhouse Unit shall be a Limited Common Element;
- (e) The crawl spaces under all Townhouse Units without basements and the basements of all Apartment Buildings, provided however, that the storage areas for each of the Apartment Units in each Apartment Building shall be Limited Common Elements.
- (f) The fences, which enclose the rear yard to each Townhouse Unit, provided, however, that the rear yard behind each Townhouse Unit shall be a Limited Common Element.
- (g) The entrance doors to the Apartment Buildings.

(h) The portion of all fireplace chimneys located outside of the Units, provided, however, that each owner whose Unit contains a fireplace shall have an easement for the exclusive use of the chimney to which the fireplace is connected;

(i) All recreational or community facilities, all parking and driveway areas, all walkways, all fences, retaining walls, exterior steps and bulkheads;

(j) All pumps, pipes, ducts, wires, cables, conduits and all on site water distribution piping, on site power, light and telephone systems, the storm and sanitary sewers, foundation drains and roof leaders and leader runoffs, and the sewerage treatment plant;

(k) All recreational and community facilities including, but not limited to, the swimming pool, bath house and tennis court, and overlook;

(l) All apparatus and installations existing in the Buildings or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property; and

(m) All other areas within any Building which are not included as a part of any Unit.

All references to the General Common Elements shall include the Limited Common Elements, unless otherwise noted.

8. Limited Common Elements. The Limited Common Elements of each Unit consist of the following parts of the General Common Elements:

Townhouse Units. The fenced rear yards of such Units and the attic located above the second floor of such Unit.

Apartment Units. The storage area for the Apartment Units in the basement of the Apartment Building in which such Units are located (as designated on the Building Plans), and the hot water heater located in each such Apartment Building.

9. Common Expenses. The Common Expenses of the Condominium shall consist of (1) all expenses of administration, maintenance, repair or replacement of the General Common Elements and the portions of the Units required to be maintained by the Board of Directors pursuant to the Bylaws, including reserves for repairs and replacements from time to time established pursuant to the Bylaws; (2) all expenses agreed upon as common expenses by the Council of Owners and lawfully assessed against the Owners in accordance with the Bylaws; and (3) all expenses declared common expenses by the provisions of the Act or the Bylaws.



10. Voting. Voting at all the meetings of the Council of Owners shall be on a percentage basis and the percentage of the vote to which each Owner is entitled shall be the individual percentage assigned to his Unit, as set forth in Exhibit B hereto.

11. Encroachments. If any portion of the General Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the General Common Elements, as a result of the construction of any Building or if any such encroachment shall occur after the recording of this Declaration as a result of the construction, settling or shifting of any Buildings, a valid easement for such encroachment and for the maintenance of the same shall exist so long as such Building shall stand. In the event any Building, any Unit, and adjoining Unit, or any adjoining General Common Element shall be partially or totally destroyed as a result of a fire or other casualty, or as a result of a condemnation or eminent domain proceedings, and then rebuilt, encroachments of part of the General Common Elements upon any Units or of any Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and for the maintenance of the same shall exist so long as such reconstructed Buildings shall stand. There shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachments, either for the benefit of the Council of Owners or for the Unit Owner, their respective heirs, successors and assigns, to provide for the encroachment and non-disturbance of the Common Elements, or the Units, as the case may be.

The conveyance or other disposition of a Unit shall be deemed to include and/or convey, and/or be subject to, any easement arising under the provisions of this Section without the specific or particular reference to such easement.

12. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other General Common Elements Located Inside of Units; Support. Each Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other General Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other General Common Elements serving such other Units located in such Unit. The Board of Directors shall have a right of access to each Unit, to any Limited Common Elements and to any General Common Elements as to which the Owner of the Unit has an easement for the exclusive use thereof to inspect the same, to remove violations therefrom and to maintain, repair or replace the General Common Elements. Every portion of a Unit which contributes to the structural support of a Building shall be burdened with an easement of structural support for the benefit of all other Units and the General Common Elements contained in such Building.

13. Units Subject to Declaration, Bylaws and Rules and Regulations. All present and future Owners, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the Bylaws and the Rules and Regulations, 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 that the provisions of this Declaration, the Bylaws 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 enforceable equitable servitudes and 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.

14. Reservations. The Condominium established by this Declaration is subject without limitation to (1) the rights of way granted to all public utility companies for the supplying of utilities and serving of utility lines and (2) covenants and restrictions of public record affecting title to the Property.

15. Consent of Mortgages. John M. Nelson, III and William T. Define, Trustees, under two (2) Deeds of Trust dated February 19, 1974 and April 9, 1975, respectively and recorded among the Land Records of Anne Arundel County in Liber WGL 2656, folio 424, and Liber WGL 2746, folio 202, respectively, for the benefit of Maryland National Realty, Investors, Inc. holder of the Notes secured by said Deeds of Trust, join herein for the purpose of assenting to the creation of the Condominium Regime, subject however to the condition that until separately released by appropriate instruments hereafter appurtenance thereto, shall remain subject to the lien of the aforementioned Deeds of Trust.

16. Amendment of Declaration. This Declaration may be amended only with the written consent of every Unit Owner, in accordance with the provisions of the Bylaws, provided, however, that any such amendment shall have been approved in writing by all mortgagees holding mortgages constituting liens on the Units subject to mortgages. Notwithstanding the foregoing, so long as the Developer is the owner of one or more Units, the Developer shall have the right, with the written approval of the said mortgagees, to modify or amend the Condominium Plat and/or the Building Plans to reflect the "as built" dimensions of the Units and the General Common Elements, provided that such modification or amendment shall not affect the dimensions of any Unit owned by an Owner other than the Developer. No such amendment shall be effective until recorded in the Office of the Clerk of the Circuit Court in and for Anne Arundel County.

17. No Revocation or Partition. Except as otherwise expressly provided in the Act, the General Common Elements shall remain undivided and no Owner or any other person shall bring any action for partition or division thereof and the dedication of the Property to the horizontal property regime shall not be waived or revoked.

18. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

19. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

20. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized general partner and the Trustees have executed this Declaration for the purpose of asserting to the creation of the aforescribed condominium requiem this 25th day of June, 1975.

WITNESS:  
PARTNERSHIP

DREAMS LANDING LIMITED

\_\_\_\_\_ BY: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ BY: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ BY: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ BY: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ BY: \_\_\_\_\_ (SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, That on this 25<sup>th</sup> day of June, 1975, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared WILLIAM E. DIXON, who acknowledged himself to be the President of DREAMS LANDING, INC., General Partner of Dreams Landing Limited Partnership, and that he as such, being authorized so to do, executed the within instrument and acknowledged that he

executes the same for the purposes therein contained and in my presence signed and sealed the name of said Limited Partnership by himself as such President of DREAMS LANDING, INC., General Partner.

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

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Notary Public

My Commission Expires: July 1, 1978

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY, That on this 25th day of June, 1975, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JOHN M. NELSON, III, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

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

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Notary Public

My Commission Expires: July 1, 1978

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY, That on this 25th day of June, 1975, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared WILLIAM T. DEFINE, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereby set my hand and official seal

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Notary Public