

CONDOMINIUM DOCUMENTS

Mallard Landing Council of Unit Owners, Inc.

Date: _____

I acknowledge that I have received the Mallard Landing Council of Unit Owners Condominium documents.

Signature: _____



MALLARD LANDING Retirement Community

1107 S. Schumaker Drive

Salisbury, MD 21804

410-749-2848

www.mallardlanding.com

DECLARATION

MALLARD LANDING CONDOMINIUM

THIS DECLARATION is made this 15th day of September, 1998, by MALLARD LANDING DEVELOPMENT GROUP, LLC, a Maryland limited liability company, hereafter called the "Declarant":

WHEREAS, the Declarant is owner of the property located in the County of Wicomico, State of Maryland, described on "EXHIBIT A" attached hereto (the "Property"); and

WHEREAS, the Declarant plans to construct certain buildings and improvements upon the Property, which buildings and improvements are intended to be a "condominium" pursuant to Title 11, Real Property Article, Section 11-101, et seq., of the Annotated Code of Maryland (1996 Repl. Vol.), as amended, and it is the intention of the Declarant to divide the Property and its buildings and improvements into Condominium Units and to sell them subject to the covenants and restrictions hereinafter set forth, each of which is for the benefit of said property and the subsequent owners thereof; and

WHEREAS, before recording this Declaration, the Declarant has recorded in the Office of the Clerk of Court for the Circuit Court for Wicomico County, Maryland, a "Condominium Plat", which Condominium Plat is recorded in Condominium Plat Book No. 11, beginning at plat 276; 277, 278 and 279.

WHEREAS, the Declarant intends by recording the Condominium Plat and this Declaration to submit the Property together with the improvements now or later constructed to the provisions of the Condominium Act, as a Condominium; and

NOW, THEREFORE, the Declarant declares that all of the Property together with all improvements now or later constructed thereon, shall be held and conveyed subject to the covenants and restrictions, hereafter set forth, including the provisions of the By-Laws of the Council of Unit Owners of the Condominium, attached hereto as "EXHIBIT B", all of which are declared and agreed to be in aid of a plan for improvement of the Property, and its division into Condominium Units and common elements, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person owning an interest in said Property and improvements, including, without limitation, any person, group of persons, corporation, partnership, limited liability company, trust or other legal entity, or any combination thereof who holds such interest solely as security for the performance of an obligation.

Return to: Laws & Laws, P.A.

ARTICLE I

Section 1. Definitions. Unless the context requires otherwise, the following words when used in this Declaration and any of its exhibits, shall have the following meanings:

(a) "The Act" or "the Condominium Act" means Title 11, Section 11-101, et seq., of the Real Property Article, Annotated Code of Maryland (1996 Repl. Vol.), as amended, and shall include any revisions or supplements enacted after this Declaration.

(b) "Association" shall mean the Council of Unit Owners (see "(h)" below).

(c) "Condominium" or "the condominium project" means the property subject to this Declaration.

(d) "Condominium Unit" or "Unit" means a three dimensional area, as hereinafter and on the Condominium Plat more particularly described and identified, and shall include all improvements and equipment contained within that area except those excluded in this Declaration.

(e) "Common elements" means both general common elements and limited common elements, as hereinafter and on the Condominium Plat described and identified, and shall include all of the Condominium except the Condominium Units.

(f) "Common expenses and common profits" means, respectively, the expenses and profits of the Council of Unit Owners.

(g) "Community Easements" means the paths, walks, lanes, streets or roads within the Condominium designed for use by Unit Owners, as well as others, as depicted on the Condominium Plats.

(h) "Council of Unit Owners" means the Mallard Landing Council of Unit Owners, Inc., a Maryland corporation, the association of all unit owners; "Association" and "Council of Unit Owners" may be used interchangeably in this Declaration and in the By-Laws with the "Mallard Landing Council of Unit Owners," all of which terms shall be deemed to communicate the statutory meaning of "council of unit owners."

(i) "Unit Owner" or "Owner" means any person, group of persons, corporation, partnership, limited liability company, trust or other legal entity, or any combination thereof, holding legal title to a Unit within the Condominium; provided, however, that any person, group of persons, corporation, partnership, limited liability company, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Unit Owner by reason only of such interest.

Section 2. Other Definitions. Unless it is evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the By-Laws of the Council of Unit Owners or in the Condominium Act.

Section 3. Name. The name by which the Condominium is to be identified is as follows:

MALLARD LANDING CONDOMINIUM

ARTICLE II

Section 1. Property Subject to Declaration. The Property which is subject to this Declaration and the Condominium Act is located in the County of Wicomico, State of Maryland, and is described on "EXHIBIT A," and is spoken of herein as the "Property."

Section 2. Condominium Plat. The Condominium Plat is incorporated by this reference to it and made a part of this Declaration.

ARTICLE III

Section 1.

(a) The Condominium Units. The general description and number of each Condominium Unit in the Condominium, and such other data as may be sufficient to locate and identify them with reasonable certainty, are set forth on the Condominium Plat.

The lower boundary of a Unit in the Condominium (other than a Cottage Unit) is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper surface of its unfinished subfloor (to include finished flooring materials within the Unit) extended to intersect its lateral or perimetrical boundaries. The upper boundary of any Unit is a horizontal (or, in some cases, an inclined plane or planes), the elevation of which coincides with the unexposed upper surface of the ceiling drywall, wallboard or other ceiling material (as the circumstances may require), to include the ceiling material, extended to intersect the lateral or perimetrical boundaries. The lateral or perimetrical boundaries of any Unit are vertical planes which coincide with the unexposed surfaces of its perimeter drywall or wallboard, to include in the perimeter drywall or wallboard, fireplaces, windows, doors and trim within the Unit, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of the Unit.

In the event any Unit is constructed with windows which protrude beyond the lateral or perimetrical boundaries of such Unit (such windows commonly known as "bay windows") or with fireplace

structures or similar appurtenances which protrude beyond the lateral or perimetrical boundaries of the Unit, then the lateral or perimetrical boundaries of that Condominium Unit shall be deemed to extend to include the area contained within such protrusions or appurtenances, and such areas shall be considered as a part of that Unit and not as a part of the common elements.

Equipment and appurtenances located within a Unit and designated or installed to serve only that Unit, including air conditioning equipment, mechanical equipment, appliances, range hoods, nonweight-bearing partition walls, lath, furring, wallboard, plaster or plasterboard, paneling, tile, wallpaper, paint, finished flooring materials, carpets, outlets, electrical receptacles and outlets, fixtures, cabinets and the like, shall be considered a part of the Unit and not a part of the common elements. Equipment and appurtenances located outside the boundaries of a Unit and designed or installed to serve only one particular Unit, including furnaces, air conditioning equipment, compressors, ducts, chutes, flues, wires, conduits, pipes, hoses, tubing and the like, shall be considered a part of the Unit which they are designated or designed to serve and not a part of the common elements.

(b) The Cottage Units. Those Units identified on the Condominium Plat as "Cottage Units" are Units, the lower boundary of which is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper surface of its unfinished subfloor (to include finished flooring materials within the Cottage Unit) extended to intersect its lateral or perimetrical boundaries. The upper boundary of any Cottage Unit is a horizontal (or, in some cases, an inclined plane or planes), the elevation of which coincides with the unexposed upper surface of the ceiling drywall, wallboard or other ceiling material (as the circumstances may require), to include the ceiling material, extended to intersect the lateral or perimetrical boundaries. The lateral or perimetrical boundaries of any Cottage Unit are vertical planes which coincide with the unexposed surfaces of its perimeter drywall or wallboard, to include in the perimeter drywall or wallboard, fireplaces, windows, doors and trim within the Cottage Unit, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of the Cottage Unit.

In the event any Cottage Unit is constructed with windows which protrude beyond the lateral or perimetrical boundaries of such Cottage Unit (such windows commonly known as "bay windows") or with fireplace structures or similar appurtenances which protrude beyond the lateral or perimetrical boundaries of the Cottage Unit, then the lateral or perimetrical boundaries of that Cottage Unit shall be deemed to extend to include the area contained within such protrusions or appurtenances, and such areas shall be considered as a part of that Cottage Unit and not as a part of the common elements.

Equipment and appurtenances located within a Cottage Unit and designated or installed to serve only that Cottage Unit, including air conditioning equipment, mechanical equipment, appliances, range hoods, nonweight-bearing partition walls, lath, furring, wallboard, plaster or plasterboard, paneling, tile, wallpaper, paint, finished flooring materials, carpets, outlets, electrical receptacles and outlets, fixtures, cabinets and the like, shall be considered a part of the Cottage Unit and not a part of the common elements. Equipment and appurtenances located outside the boundaries of a Cottage Unit and designed or installed to serve only one particular Cottage Unit, including furnaces, air conditioning equipment, compressors, ducts, chutes, flues, wires, conduits, pipes, hoses, tubing and the like, shall be considered a part of the Cottage Unit which they are designated or designed to serve and not a part of the common elements.

Section 2. Easements. Each Condominium Unit shall be subject to an easement to the owners of all of the other Condominium Units and to the Association for reasonable access to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables, utility lines and the like, and any other common elements located within or accessible only from any particular Condominium Unit, and for support.

ARTICLE IV

Section 1. Limited Common Elements. The limited common elements of the Condominium are those common elements designated as such on the Condominium Plat and such other common elements as are agreed upon by a majority of the Unit Owners to be reserved for the exclusive use of one or more, but less than all of the Unit Owners. The limited common elements are reserved for the exclusive use of the owner or owners of the Condominium Unit or Units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation on the Condominium Plat or by later action of the Unit Owners, provided, however, that no Unit may be denied the use of a limited common element made appurtenant to it, except upon the consent of that Unit Owner. Unless designated otherwise on the Condominium Plat, any doorsteps, porches, balconies, decks and patios designed to serve a single Unit, but located outside that Unit's boundaries, are limited common elements.

Section 2. General Common Elements. The general common elements (which include streets and walkways) are the real property described on "EXHIBIT A" and all of the Condominium except the Condominium Units and the limited common elements.

Section 3. Covenant Against Partition. The common elements, both general and limited, shall remain undivided. No Unit Owner any other person may bring an action for partition or division thereof except as may be provided in the Condominium Act.

Section 4. Easements. The common elements of the Condominium shall be subject to mutual rights of support, access, use and enjoyment by all of the Unit Owners and where appropriate or required, to the Association; provided, however, that any portion of the common elements designated as limited common elements are reserved for the exclusive use of the owner or owners of the Condominium Unit or Units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation on the Condominium Plat.

ARTICLE V

Section 1. The Condominium Units. Each Condominium Unit in the Condominium shall have all of the incidents of real property.

Section 2. Percentage Interests in Common Elements. Each Unit Owner shall have a percentage interest in the common elements of the Condominium equal to a fraction, the numerator of which is one (1) and the denominator of which is the total number of Condominium Units from time to time submitted to this condominium regime. The percentage interests in the common elements shall have a permanent character, except as specifically provided in the Condominium Act and except for changes in the percentage interests due to the expansion of the Condominium as provided herein, and may not be changed without the written consent of all of the Unit Owners and the holders of all mortgages on the Condominium Units. The percentage interests in the common elements may not be separated from the Condominium Units to which they appertain. Any instrument or action affecting a Condominium Unit also shall affect, in like manner, the percentage interest in the common elements appertaining to such Unit, whether or not such percentage interest is expressly described or mentioned.

Section 3. Percentage Interests in Common Expenses and Common Profits. Each Unit shall have appurtenant to it a percentage interest in the common expenses and common profits of the Condominium determined in the following manner: For purposes of determining the percentage interest in the common expenses and common profits of the Condominium, the Units will be categorized as either "Standard Units" or "Premium Units". Standard Units shall be apartment Units (i.e., Units in any one of the three (3) proposed three-story apartment structures shown on the Condominium Plat) with floor plans A, B, D or E. Premium Units shall be apartment Units with floor plan C and all Cottage Units.

For purposes of determining the percentage interest in the common expenses and common profits of the Condominium, all Standard Units will be assigned a share factor of 1.0 and all Premium Units will be assigned a share factor of 1.25.

The percentage interest in the common expenses and common profits of the Condominium for any Unit shall be determined from

time to time by deriving a fraction, the numerator of which is the appropriate share factor of the Unit (whether Standard Unit or Premium Unit) and the denominator of which is the aggregate of all share factors for all of the Units which are then part of the Condominium.

For illustrative purposes only, if the total number of Standard Units were 81 and the total number of Premium Units were 66, the aggregate of all share factors would be 163.5. That is, 81 + (66 x 1.25). The respective percentage interest would be calculated as follows:

Standard Unit Percentage Interest - $1/163.5 = .0061162. . .$
Premium Unit Percentage Interest - $1.25/163.5 = .0076452. . .$

Section 4. Voting Rights. Each Unit Owner shall be entitled to cast one (1) vote for each Unit owned on each question, irrespective of percentage interest owned.

Section 5. Number of Units. The minimum number of units in the Condominium shall be twelve (12) and the maximum number of units in the Condominium shall be one hundred fifty-six (156).

ARTICLE VI

Section 1. Expansion - Addition of Subsequent Phases. Pursuant to the provisions of Section 11-120 of the Condominium Act, the Declarant shall have the absolute right, to be exercised prior to ten (10) years from the date of recording of this Declaration, but not the obligation, to annex to the land and improvements described on "EXHIBIT A" attached hereto, or any part or parts thereof, and thereby to submit to the provisions of this Declaration and the Condominium Act, the parcels of land described on the first page of the Condominium Plat as "Phase 1 through Phase 45", together with the improvements constructed thereon. Each parcel of property which may be included in sections or phases to be added to the Condominium has been delineated, in general terms, on the first page of the Condominium Plat. Each expansion, if accomplished, shall be accomplished by recording among the Land Records for Wicomico County, Maryland an amendment to this Declaration and the Condominium Plat.

Improvements in the future phases shall be substantially completed before those phases are annexed to the Condominium. The improvements in the future phases will be consistent in quality of construction with improvements constructed before their annexation to the Condominium. Variation in or modification to the foot print of any buildings or the boundaries of any phase or Unit between those shown on the Condominium Plat as future phases and the building, phase or Unit as incorporated into the Condominium shall be permitted. Portions of the roadways, stormwater management facilities or other general common elements may be appended by the

Developer to one or more of the proposed phases and added to the Condominium from time to time in the discretion of the Developer.

Upon recording the amendment to this Declaration and to the Condominium Plat, each Unit Owner, by operation of law, shall have the undivided percentage interest in the common elements which is equal to a fraction, the numerator of which is one (1) and denominator of which shall be the total number of Units then submitted to the condominium regime established by this Declaration and all expansions previously done, and shall have the undivided percentage interest in the common expenses and common profits determined pursuant to the provisions of Article V Section 3 above.

In addition, each Unit Owner shall, by operation of law, be entitled to cast one (1) vote for each Unit owned on each question presented at any meeting of the Council of Unit Owners. Any deed for any Condominium Unit in the Condominium shall be delivered subject to a conditional limitation that the percentage interests appurtenant to the Condominium Unit shall be automatically reallocated, pro tanto, upon the recordation of such amendments.

Anything in this Declaration or the By-Laws notwithstanding, the Council of Unit Owners shall not amend the Declaration or the By-Laws, without Declarant's written consent, in any way which will modify or affect any rights or powers lawfully reserved to or granted to the Declarant in this Declaration.

Section 2. Reservation of Power of Attorney. There is hereby reserved to the Declarant an irrevocable power-of attorney, coupled with an interest and with full power of substitution, for the purpose of reallocating the percentage interest and voting rights appurtenant to each of the Condominium Units in the Condominium in accordance with the provisions of this Declaration and to execute, acknowledge and deliver such further instruments as may be required for the purposes of this Article. Each 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 addition of additional Units and common elements to the Condominium, and shall be deemed to have granted Declarant an irrevocable power-of-attorney, coupled with an interest and with full power of substitution, to execute, acknowledge, deliver and record any amendments and each Unit Owner and mortgagee shall be deemed to have agreed to execute instruments, as may be required to properly accomplish amendments.

Section 3. Order of Expansion. The rights reserved to the Declarant to annex to the land and improvements described on "EXHIBIT A", may be exercised in any order or sequence, and any number of such parcels may be annexed simultaneously, all in the sole discretion of the Declarant.

Section 4. Interpretation. Whenever this Declaration or its Exhibits refers to "EXHIBIT A", such reference shall mean "EXHIBIT

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A" as from time to time modified, amended, superseded or supplemented pursuant to the provisions of this Article. A reference made to the Condominium Plat shall mean the Condominium Plat referred to in the recitals hereof as from time to time modified, amended, superseded or supplemented pursuant to the provisions of this Article.

ARTICLE VII

Section 1. Encroachments. If any portion of the common elements encroaches on a Unit, or if any Unit encroaches upon another Unit or common element, as a result of settlement, shifting, or authorized construction or repair of a building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands.

If a portion of the Condominium is partially or totally damaged or destroyed by fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed as authorized in the By-Laws of the Association and the Condominium Act, the encroachment of any portion of the common elements upon any Unit or any portion of the common elements due to such repair or reconstruction shall be permitted, and valid easements for such encroachments and its maintenance shall exist so long as the building stands.

For purposes of interpreting deeds of conveyance, the Condominium Plat and all other instruments of title relating to any Unit in the Condominium project, the existing physical boundaries of any Unit constructed or reconstructed in substantial conformity with the Declaration and the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settling or lateral movement of any building and regardless of minor variations between the physical boundaries shown on the Condominium Plat and those of any Condominium Unit.

Section 2. Easement to Declarant. There is hereby reserved to the Declarant, and to those successors and assigns of the Declarant to whom such rights are granted by the Declarant, and to their respective agents, contractors, employees and invitees, a non-exclusive easement and right-of-way over all of the common elements of the Condominium for purposes of ingress, egress and regress to and from public streets, for vehicular parking, for the storage of building supplies and materials and equipment, for construction of roads, sidewalks, paths, amenities, storm water management facilities and any other part, portion or thing related to the Condominium (as expanded from time to time) or its operation, for installation, replacement, connection, repair and maintenance of all utilities (including, but not limited to, water, sewer, storm water management, gas, cable television, telephone and electric) and without limitation, for any and all purposes reasonably related to the construction, rehabilitation, renovation, repair, management, promotion, marketing and sale of the Condominium (as

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expanded from time to time) or the Condominium Units. In addition, the Developer hereby reserves the irrevocable right to enter into, upon, over or under any Condominium Unit for a period of ten (10) years after the date of delivery of the Deed to the Condominium Unit for such purposes as may be reasonably necessary for the Developer or its agents to complete the construction of the Condominium or its operation or to service any Unit or for any other legitimate or reasonable purpose, upon the giving of reasonable notice to the Unit Owner.

ARTICLE VIII

Section 1. Duty to Maintain. The Association shall maintain the general common elements and the limited common elements. Each Unit Owner shall be responsible for maintaining in a reasonably clean and orderly condition any limited common elements appurtenant to his Unit. Plumbing and electrical fixtures, water heaters, fireplaces, heating and air-conditioning equipment, lighting fixtures, kitchen appliances and the like located within the Units or residences will be maintained by the Association but the cost of such maintenance will not be a common expense but will be billed to each Unit Owner. The Association, at its expense, shall maintain the walkways and private drives appurtenant to the Cottage Units and remove ice and snow therefrom. Additionally, with respect to the original landscaping and the grass located in the limited common elements appurtenant to a Cottage Unit, the Association, at its expense, shall maintain the original landscaping provided at the time of the original sale of such Cottage Unit and shall maintain the grass, but the Unit Owner shall maintain, at his expense, any additional plantings, gardens or other things planted or installed therein.

Section 2. Access at Reasonable Times. The Association shall have an irrevocable right and an easement to enter Condominium Units for the purpose of making repairs to the 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 danger to public safety or property, the Association shall make a reasonable effort to give notice to the owner of any Unit to be entered for the purpose of such repairs. No entry by the Association for any of the purposes specified in this Section may be considered a trespass and the Association is held harmless for any action it may take, in good faith, in reliance upon the provisions of this Section.

Section 3. Easement for Utilities and Related Purposes. The Association is authorized to grant such licenses, easements, rights-of-way and similar interests over the common elements for sewer lines, water lines, electrical cables, telephone cables, CATV cables, gas lines, storm drains, overhead or underground conduits

and such other purposes related to the provision of public utilities and the like to the Condominium as may be considered necessary and appropriate by the Board of Directors of the Association for the orderly maintenance, preservation and enjoyment of the common elements or for the preservation of the health, safety, convenience and welfare of the owners of the Condominium Units or the Declarant; provided, however, that any such grant is (i) approved by the affirmative vote of Unit Owners representing sixty-seven percent (67%) of the total votes of the Unit Owners and is made with the express written consent of the mortgagees of record of those Condominium Units as to which Unit Owners vote affirmatively, or (ii) approved by the majority vote of the Board of Directors of the Association, after compliance with Section 11-125 of the Condominium Act.

ARTICLE IX

Section 1. Amendment. Except as otherwise provided in the Condominium Act, and in this Declaration, this Declaration (specifically noting the limitations on amendments which will affect any rights or powers lawfully reserved or granted to the Declarant) may be amended only with the written consent of eighty percent (80%) of the Unit Owners. An amendment shall be effective only upon the recordation of a Declaration of Amendment among the Land Records for Wicomico County, Maryland.

Section 2. Certain Condemnation Awards. If any governmental authority having the power of eminent domain shall seek to take any portion of the common elements to the Condominium and the proposed taking does not materially, in the judgement of the Association, affect the interest of any Unit owner nor the market value of any Unit, the Association is hereby authorized and empowered to grant and convey the land area sought by the governmental authority and to receive payment therefor and to apply such payment to the general funds of the Association for the benefit of all Unit Owners.

For the purposes hereof, the power of attorney reserved to the Declarant, as described in Article VI, Section 2, shall likewise be deemed reserved and granted to the Association for the purposes of this Section 2.

ARTICLE X

Section 1. Construction and Enforcement. The provisions hereof shall be liberally construed to facilitate the purpose of creating a uniform plan for the creation and operation of a condominium. Enforcement of these covenants and restrictions and of the By-Laws shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover

damages, or both, and against any Condominium Unit to enforce any lien; and the failure or forbearance by the Council of Unit Owners or the owner of any Condominium Unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Assignment by Declarant. Any or all of the easements, rights-of-way, reservations, powers, rights and the like reserved or granted in this Declaration to the Declarant may be assigned or transferred by the Declarant, either exclusively or non-exclusively, by an instrument or instruments in writing, executed and acknowledged by the Declarant, and recorded among the Land Records for Wicomico County, Maryland. For all purposes of this Declaration, the party or parties named in any such instrument or instruments shall have and enjoy all of the easements, rights-of-way, reservations, powers and rights of the Declarant herein described.

Section 3. Severability. Invalidation of any one of these covenants or restrictions 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 4. Captions. The captions contained in this Declaration are for convenience only and 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.

IN WITNESS WHEREOF, MALLARD LANDING DEVELOPMENT GROUP, LLC has caused these presents to be executed on the year and day first above written.

MALLARD LANDING DEVELOPMENT GROUP, LLC

By: Senior LifeChoice, LLC, Member

By: 
Name: MICHAEL S. HARTNETT
Title: VICE PRESIDENT

STATE OF MARYLAND *
* ss:
COUNTY OF WICOMICO *

I HEREBY CERTIFY that on this 15th day of September, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared in said jurisdiction Michael S. Hartnett, personally known to me (or satisfactorily proven) to be the person who executed the foregoing Declaration on behalf of Senior LifeChoice, LLC, Member of MALLARD LANDING

EXHIBIT A

**PROPERTY DESCRIPTION OF THE REAL PROPERTY
IN MALLARD LANDING CONDOMINIUM**

PHASE 1 PROPERTY:

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of but not binding upon South Schumaker Drive and the north side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the northeasterly corner of Phase I Property herein conveyed; thence North 32°1'28" West 32.23 feet to a point; thence North 41°43'30" West 64.30 feet to a point; thence South 48°16'30" West 66.74 feet to a point; thence South 41°43'30" East 82.79 feet to a point; thence along a portion of a curve described as curve 25 in the within described condominium plat having a radius of 187.50 feet, a distance of 63.03 feet to the place of beginning; being more particularly described as the Phase 1 Property containing Unit A-101 on sheet two of four of that certain Condominium Plat for "Mallard Landing", made by Becker, Moore, Olds & Richter, Inc., dated September 15, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 2 PROPERTY:

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of but not binding upon South Schumaker Drive and the north side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the northeasterly corner of Phase 2 Property herein conveyed; thence North 41°43'30" West 82.79 feet to a point; thence South 48°16'30" West 129.24 feet to a point; thence South 47°35'36" East 86.15 feet to a point; thence along a portion of a curve described as curve 24 in the within described condominium plat having a radius of 977.50 feet, a distance of 33.21 feet to a point; thence along a portion of a curve described as curve 23 in the within described condominium plat having a radius of 187.50 feet, a distance of 20.60 feet to a point and the place of beginning; being more particularly described as the Phase 2 Property containing Unit A-102 on sheet two of four of that certain Condominium Plat for "Mallard Landing", made by Becker, Moore, Olds & Richter, Inc., dated September 15, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 5 PROPERTY:

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of but not binding upon South Schumaker Drive and the north side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the northeasterly corner of Phase 5 Property herein conveyed; thence North $57^{\circ}21'59''$ West 89.13 feet to a point; thence South $30^{\circ}29'14''$ West 58.34 feet to a point; thence South $58^{\circ}28'55''$ East 85.57 feet to a point; thence along a portion of a curve described as curve 23 in the within described condominium plat having a radius of 677.50 feet, a distance of 46.19 feet to a point; thence along a portion of a curve described as curve 24 in the within described condominium plat having a radius of 977.50 feet, a distance of 10.47 feet to a point and the place of beginning; being more particularly described as the Phase 5 Property containing Unit A-105 on sheet two of four of that certain Condominium Plat for "Mallard Landing", made by Becker, Moore, Olds & Richter, Inc., dated September 15, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 6 PROPERTY:

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of but not binding upon South Schumaker Drive and the north side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the northeasterly corner of Phase 6 Property herein conveyed; thence North $58^{\circ}28'55''$ West 85.57 feet to a point; thence South $30^{\circ}29'14''$ West 67.40 feet; thence South $66^{\circ}27'28''$ East 87.31 feet to a point; thence along a portion of a curve described as curve 23 in the within described condominium plat having a radius of 677.50 feet, a distance of 55.34 feet to a point and the place of the beginning; being more particularly described as the Phase 6 Property containing Unit A-106 on sheet two of four of that certain Condominium Plat for "Mallard Landing", made by Becker, Moore, Olds & Richter, Inc., dated September 15, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 27 PROPERTY:

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of but not binding upon South Schumaker Drive and the south side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the westerly most corner of Phase 27 Property herein conveyed; thence South $63^{\circ}38'14''$ East 83.83 feet to a

point; thence North 25°42'10" East 34.30 feet to a point; thence North 36°39'28" East 20.48 feet to a point; thence North 59°59'45" West 84.40 feet to a point; thence along a portion of a curve described as curve 11 in the within described condominium plat having a radius of 647.50 feet, a distance of 59.89 feet to a point and the place of beginning; being more particularly described as the **Phase 27 Property** containing **Unit A-127** on sheet two of four of that certain Condominium Plat for "Mallard Landing", made by Becker, Moore, Olds & Richter, Inc., dated September 15, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 28 PROPERTY:

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of but not binding upon South Schumaker Drive and the south side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the westerly most corner of Phase 28 Property herein conveyed; thence South 71°07'59" East 82.67 feet to a point; thence North 25°42'10" East 45.88 feet to a point; thence North 63°38'14" West 83.83 feet to a point; thence along a portion of a curve described as curve 11 in the within described condominium plat having a radius of 647.50 feet, a distance of 56.74 feet to the place of beginning; being more particularly described as the **Phase 28 Property** containing **Unit A-128** on sheet two of four of that certain Condominium Plat for "Mallard Landing", made by Becker, Moore, Olds & Richter, Inc., dated September 15, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 29 PROPERTY:

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of but not binding upon South Schumaker Drive and the south side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the northwesterly most corner of Phase 29 Property herein conveyed; thence along a portion of a curve described as curve 11 in the within described condominium plat having a radius of 647.50 feet, a distance of 50.35 feet to a point; thence South 74°39'51" East 86.76 feet to a point; thence North 15°19'49" East 50.30 feet to a point; thence North 74°40'11" West 84.78 feet to a point and the place of beginning; being more particularly described as the **Phase 29 Property** containing **Unit A-129** on sheet two of four of that certain Condominium Plat for "Mallard Landing", made by Becker, Moore, Olds & Richter, Inc., dated September 15, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 30 PROPERTY:

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of but not binding upon South Schumaker Drive and the south side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the northwesterly most corner of Phase 30 Property herein conveyed; thence along a portion of a curve described as curve 11 in the within described condominium plat having a radius of 647.50 feet, a distance of 45.95 feet to a point; thence South 10°13'00" West 31.79 feet to a point; thence South 79°47'00" East 82.83 feet to a point; thence North 15°19'49" East 70.19 feet to a point; thence North 74°39'51" West 86.76 feet to a point and the place of beginning; being more particularly described as the **Phase 30 Property containing Unit A-130** on sheet two of four of that certain Condominium Plat for "Mallard Landing", made by Becker, Moore, Olds & Richter, Inc., dated September 15, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 31 PROPERTY:

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of but not binding upon South Schumaker Drive and the east side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the northwest corner of Phase 31 Property herein conveyed; thence South 10°13'00" West 22.12 feet; thence along a portion of a curve described as curve 12 in the within described condominium plat having a radius of 140 feet, a distance of 73.24 feet to a point; thence North 68°47'39" East 102.69 feet to a point; thence North 21°12'21" West 45.14 feet to a point; thence North 79°47'00" West 82.83 feet to a point and the place of beginning; being more particularly described as the **Phase 31 Property containing Unit A-131** on sheet two of four of that certain Condominium Plat for "Mallard Landing", made by Becker, Moore, Olds & Richter, Inc., dated September 15, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 32 PROPERTY:

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of but not binding upon South Schumaker Drive and the east side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the northwest corner

of Phase 32 Property herein conveyed; thence along a portion of a curve described as curve 12 in the within described condominium plat having a radius of 140 feet, a distance of 93.94 feet to a point; thence North $40^{\circ}10'32''$ East 84.93 feet to a point; thence North $21^{\circ}12'21''$ West 47.11 feet to a point; thence South $68^{\circ}47'39''$ West 102.69 feet to a point and the place of beginning; being more particularly described as the Phase 32 Property containing Unit A-132 on sheet two of four of that certain Condominium Plat for "Mallard Landing", made by Becker, Moore, Olds & Richter, Inc., dated September 15, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 41 PROPERTY:

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of South Schumaker Drive and more particularly described as follows: Beginning for the same at a point at the southwesterly corner of the property; thence along a portion of a curve described as curve 27 in the within described condominium plat having a radius of 252.50 feet, a distance of 54.64 feet to a point; thence North $68^{\circ}14'06''$ West 76.09 feet to a point; thence South $21^{\circ}49'41''$ West 62.79 feet to a point; thence South $74^{\circ}22'21''$ East 87.62 feet to a point and the place of beginning; being more particularly described as the Phase 41 Property containing Unit A-141 on sheet two of four of that certain Condominium Plat for "Mallard Landing", made by Becker, Moore, Olds & Richter, Inc., dated September 15, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 42 PROPERTY:

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of South Schumaker Drive and more particularly described as follows: Beginning for the same at a point at the southwesterly corner of the property; thence along a portion of a curve described as curve 27 in the within described condominium plat having a radius of 252.50 feet, a distance of 1.66 feet; thence along a curve described as curve 26 in the within described condominium plat having a radius of 36.50 feet, a distance of 37.42 feet to a point; thence North $3^{\circ}45'55''$ West 18.99 feet to a point; thence North $68^{\circ}10'19''$ West 82.46 feet to a point; thence South $21^{\circ}49'41''$ West 51.50 feet to a point and the place of beginning; being more particularly described as the Phase 42 Property containing Unit A-142 on sheet two of four of that certain Condominium Plat for "Mallard Landing", made by Becker, Moore, Olds & Richter, Inc., dated September 15, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

GENERAL COMMON ELEMENT PROPERTY

All those pieces or parcels of land situate lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and more particularly described as follows:

Item A: Beginning for the same at a point at the easterly most terminus of South Schumaker Drive as presently laid out in the City of Salisbury, the same point of beginning being the northwesterly most point of the parcel herein described; thence along a curve described as curve 1 in the condominium plat hereinafter referred to having a radius of 101.50 feet, a distance of 79.81 feet to a point; thence South 15°09'49" East 64.07 feet; thence along curve 2 on the plat hereinafter referred to having a radius of 178.50 feet, a distance of 32.56 feet to a point; thence South 25°36'54" East 35.89 feet to a point; thence along the curve described as curve 3 in the within described condominium plat having a radius of 421.50 feet, a distance of 35.98 feet; thence South 20°43'26" East 56.49 feet to a point; thence along a curve described as curve 4 in the condominium plat hereinafter referred to having a radius of 421.50 feet, a distance of 20.41 feet to a point; thence South 17°56'58" East 82.89 feet to a point; thence along a curve described as curve 5 in the condominium plat hereinafter referred to having a radius of 18.50 feet, a distance of 9.62 feet; thence South 47°44'09" East 11.75 feet; thence South 63°44'05" West 15.70 feet to a point; thence South 18°44'05" West 42.10 feet; thence along a curve described in the condominium plat hereinafter referred to as curve 6 having a radius of 36.60 feet, a distance of 27.12 feet to a point; thence along a curve described as curve 7 in the condominium plat hereinafter referred to having a radius of 61.50 feet, a distance of 30.35 feet; thence North 17°56'58" West 60.28 feet; thence along a curve described as curve 8 in the condominium plat hereinafter referred to having a radius of 18.50 feet, a distance of 30.74 feet; thence along the curve designated as curve 9 in the condominium plat hereinafter referred to having a radius of 157.50 feet, a distance of 61.23 feet to a point; thence along the curve designated as curve 10 in the condominium plat hereinafter referred to having a radius of 947.50 feet, a distance of 148.64 feet; thence along the curve designated as curve 11 in the condominium plat hereinafter referred to having a radius of 647.50 feet, a distance of 273.32 feet to a point; thence South 10°13'00" West 53.91 feet; thence along a curve described as curve 12 in the condominium plat hereinafter referred to having a radius of 140 feet, a distance of 167.18 feet to a point; thence along the curve described as curve 13 in the condominium plat hereinafter referred to having a radius of 322.50 feet, a distance of 156.72 feet to a point; thence along the curve described as curve 14 in the condominium plat hereinafter referred to having a radius of 163 feet, a distance of 207.07 feet to a point; thence South 65°59'42" East 40.79 feet to a point; thence South 29°08'43" West 64.93 feet to a point; thence South 51°59'40" West 78.64 feet to a point; thence North 06°50'37" West 5.85 feet to a point; thence along a curve described as curve 15 in the condominium plat hereinafter referred to having a radius of 193.00 feet, a distance of 104.84 feet to a point; thence along a curve identified as curve 16 in the condominium plat hereinafter referred to having a radius of 352.50 feet, a distance of 171.29

feet to a point; thence along a curve described as curve 17 in the condominium plat hereinafter referred to having a radius of 170.00 feet, a distance of 38.76 feet to a point; thence along the curve identified as curve 18 in the condominium plat hereinafter referred to having a radius of 12.50 feet, a distance of 17.69 feet to a point; thence South 53°46'43" West 7.75 feet to a point; thence along the curve identified as curve 19 on the condominium plat hereinafter referred to having a radius of 52.50 feet, a distance of 39.50 feet to a point; thence North 83°29'32" West 88.24 feet to a point; thence along the curve identified as curve 20 in the condominium plat hereinafter referred to having a radius of 57.50 feet, a distance of 118.04 feet to a point; thence North 34°07'54" East 86.25 feet to a point; thence along the curve identified as curve 21 in the condominium plat hereinafter referred to having a radius of 77.50 feet, a distance of 89.39 feet to a point; thence South 79°47'00" East 8.81 feet to a point; thence along the curve identified as curve 22 in the condominium plat hereinafter referred to having a radius of 12.50 feet, a distance of 19.63 feet to a point; thence North 10°13'00" East 5.15 feet to a point; thence along the curve identified as curve 23 in the condominium plat hereinafter referred to having a radius of 677.50 feet, a distance of 286.29 feet to a point; thence along the curve described as curve 24 in the condominium plat hereinafter referred to having a radius of 977.50 feet, a distance of 153.34 feet to a point; thence along the curve described as curve 25 in the condominium plat hereinafter referred to having a radius of 187.50 feet, a distance of 83.64 feet to a point; thence North 32°01'28" West 32.23 feet to a point; thence North 41°43'30" West 64.30 feet to a point; thence South 48°16'30" West 129.24 feet to a point; thence South 40°32'47" West 124.65 feet to a point; thence South 30°29'14" West 125.74 feet to a point; thence North 66°27'28" West 90.06 feet to a point; thence North 34°06'23" East 556.94 feet to a point and the place of beginning, being a portion of the general common elements, including a portion of the private road described and identified as South Schumaker Drive and the private road identified and described as Winding Way (including the loop section thereof and the unpaved common element area enclosed therein) shown on sheet two of four on the condominium plats of "Mallard Landing", made by Becker, Moore, Olds & Richter, Inc., dated September 15, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith or immediately prior hereto among the Land Records of Wicomico County, Maryland.

Item B: Beginning for the same at the end of the 14th course of Item A aforesaid, the same point of beginning being the northerly most point of the within described property; thence along the curve designated as curve 7 on the condominium plat hereinafter referred to having a radius of 61.50 feet, a distance of 30.35 feet; thence along the curve designated as curve 6 in the condominium plat hereinafter referred to having a radius of 36.60 feet a distance of 27.12 feet; thence South 03°45'55" East 55.56 feet to a point; thence North 68°10'19" West 82.46 feet to a point; thence South 21°49'41" West 114.29 feet to a point; thence South 05°21'56" East 133.04 feet to a point; thence South 13°24'22" East 57.01 feet to a point; thence South 34°43'19" East 97.13 feet to a point; thence South 58°21'45" West 87.77 feet to a point; thence North 72°10'47" West 111.57 feet to a point; thence North 21°12'21" West 92.25 feet to a point; thence North 15°19'49" East 120.49 feet; thence North 74°40'11" West 84.78 feet to a

point; thence along a portion of the curve designated as curve 11 on the condominium plat hereinafter referred to having a radius of 647.50 feet, a distance of 17.18 feet to a point; thence South 71°07'59" East 82.67 feet to a point; thence North 25°42'10" East 80.18 feet to a point; thence North 36°39'28" East 128.23 feet to a point; thence North 46°53'53" East 103.87 feet to a point and the place of the beginning; being a portion of the general common elements (and more particularly being the general common element in the Block surrounded by Winding Way and a portion of South Schumaker Drive in the Mallard Landing Condominium and being located generally behind Phases 23-42 of Mallard Landing) as shown sheet two of four on the condominium plats of "Mallard Landing", made by Becker, Moore, Olds & Richter, Inc., dated September 15, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith or immediately prior hereto among the Land Records of Wicomico County, Maryland.

Item C: Beginning for the same at a point on the Westerly right-of-way line of South Schumaker Drive, a private road located within the Mallard Landing Condominium, the said point of beginning being the northerly most corner of the within described property; thence South 3°45'55" East 122.50 feet to a point; thence South 08°56'52" East 202.78 feet to a point; thence along a curve designated as curve 28 on the condominium plat hereinafter referred to having a radius of 36.50 feet, a distance of 41.72 feet to a point; thence along the curve designated curve 27 on the within described condominium plat having a radius of 252.50 feet, a distance of 208.86 feet to a point; thence along the curve designated curve 26 on the condominium plat hereinafter referred to having a radius of 36.50 feet, a distance of 37.42 feet to the place of beginning; and being a portion of the general common element property (lying generally west of South Schumaker Drive and comprising and including the lane or loop adjacent to South Schumaker Drive immediately in front of Phases 37-42 of the condominium property as more particularly shown and designated on sheet two of four on the condominium plats for "Mallard Landing", made by Becker, Moore, Olds & Richter, Inc., dated September 15, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith or immediately prior hereto among the Land Records of Wicomico County, Maryland.

FIRST AMENDMENT TO CONDOMINIUM DECLARATION

For

MALLARD LANDING CONDOMINIUM**(An Expanding Condominium)****ADDING "PHASES 7, 8, 19, 20, 37, 38, 39 and 40"
TO THE CONDOMINIUM REGIME**

THIS FIRST AMENDMENT TO CONDOMINIUM DECLARATION, made this 18th day of November, 1998, by Mallard Landing Development Group, LLC, a Maryland limited liability company (hereinafter referred to as "Developer").

WHEREAS, Developer has previously executed a Condominium Declaration for Mallard Landing Condominium, dated September 15, 1998, which Declaration has been recorded among the Land Records of Wicomico County, Maryland in Liber M.S.B. No. 1629, Folio 387, et seq. (hereinafter referred to as the "Original Condominium Declaration") and has recorded a Condominium Plat, entitled "Mallard Landing", dated September 15, 1998 (latest update) by Becker, Morgan, Moore, Olds & Richter, Inc., among said records in Liber M.S.B. No. 11, Folio 276-279 (hereinafter referred to as the "Original Condominium Plat"), thereby submitting certain lands located in Salisbury, Wicomico County, State of Maryland, together with certain buildings and improvements constructed thereon (designated therein as the "Phases 1, 2, 5, 6, 27, 28, 29, 30, 31, 32, 41, & 42" property and more fully described therein in Exhibit "A" to the Original Condominium Declaration) to a condominium regime pursuant to the provisions of the Condominium Act, §11-101, et seq. of the Real Property Article of the Annotated Code of Maryland; and

Mallard Landing Development Group, LLC

recorded or intended to be recorded among the Wicomico County Land Records simultaneously herewith (herein, "Amended Plats").

2. Condominium Buildings and Units.

(a) Condominium Buildings. The condominium units are contained in four (4) duplex buildings containing a total of eight (8) Cottage Units. The location and configuration of the duplex buildings and the Cottage Units therein are more fully shown and designated on the Amended Plats. The Cottage Units are numbered as shown and designated on the Amended Plats.

(b) Condominium Units. Each Cottage Unit within the condominium regime is designated by a corresponding unit number as set forth on the Amended Plats and consists of an enclosed three-dimensional space, the perimeters, dimensions and locations of which are described in the Original Condominium Declaration and which are more fully shown and designated on the Amended Plats which are incorporated herein by reference.

(c) Limited Common Elements. Limited common elements appurtenant to the respective Cottage Units are shown on the Amended Plats immediately adjacent to the Cottage Units to which they are reserved.

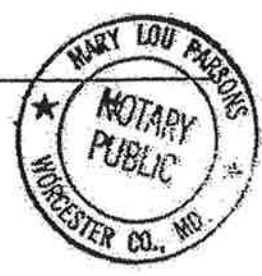
3. Effect of Amendment; Percentage Interests and Votes Appurtenant to Units.

As provided in the Original Condominium Declaration, upon the recording of this instrument, the additional property submitted to the condominium regime hereby and the property previously submitted to the condominium regime shall be and constitute one and the same condominium regime, known as Mallard Landing Condominium, subject to and in accordance with the terms and provisions of the Original Condominium Declaration in all respects.

DEVELOPMENT GROUP, LLC, and having the authority so to do, acknowledged the foregoing instrument to be the act and deed of MALLARD LANDING DEVELOPMENT GROUP, LLC, and that the same was executed for the purposes therein contained.

IN WITNESS WHEREOF, I have here unto set my hand and Notarial Seal the day and year first above written.

Mary Lou Parsons
Notary Public



My Commission expires: 4-1-02

WHEREAS, Developer in said Original Condominium Declaration reserved the right, pursuant to §11-120 of the Condominium Act, to submit certain additional lands in said city, county and state to the condominium regime established by the Original Condominium Declaration; and

WHEREAS, Developer now wishes to submit to the condominium regime as "Phases 7, 8, 19, 20, 37, 38, 39, & 40" thereof, the land and property together with certain buildings and improvements constructed thereon, more fully set forth in Exhibit "A" attached hereto.

NOW, THEREFORE, THIS FIRST AMENDMENT TO CONDOMINIUM DECLARATION WITNESSETH: That Developer, for itself, its successors and assigns, does hereby expressly establish and declare the following:

1. Submission of Additional Property to the Condominium Regime.

The Developer hereby submits the "Phases 7, 8, 19, 20, 37, 38, 39, & 40" property (set forth and described in Exhibit "A" attached hereto and incorporated herein by reference), together with the improvements thereon and all the rights and appurtenances thereto belonging to or in any manner appertaining, to the Mallard Landing condominium regime established by the Original Condominium Declaration. Each of the "Phases 7, 8, 19, 20, 37, 38, 39, & 40" properties submitted to the condominium regime by this First Amendment contains a "Cottage Unit" and related common elements as more particularly described in the Original Condominium Declaration. Each phase of the project submitted to the condominium regime by this Amendment is depicted on the Original Condominium Plat, and the property, building and Cottage Units submitted by this Amendment are also more particularly shown and depicted on the Amendments to the Condominium Plat, entitled "Mallard Landing" consisting of three sheets, prepared by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 16, 1998 (latest update), a copy of which is

Without limiting the foregoing, each owner of a condominium unit and respective percentage interest in the condominium, as the same was constituted prior to the recordation of this instrument (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as his, her, its or their interest may appear) shall have and be vested with an undivided interest in the common elements in the additional property submitted to the regime by this instrument equal to that set forth in Articles V and VI of the Original Condominium Declaration, applied as of a time immediately after the submission of the additional property to the condominium regime as provided herein.

As provided in Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have an undivided percentage interest in the common elements, common expenses and common profits of the condominium equal to that set forth in Articles V and VI of the Original Condominium Declaration. In accordance with Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have one (1) vote at meetings of the Council of Unit Owners and said one (1) vote is appurtenant to each unit.

4. Original Declaration Controlling.

Except as modified or amended by express provision herein or by necessary implication, the terms and provisions of the Original Condominium Declaration and the by-laws of the condominium shall apply to the entire condominium regime consisting of the "Phases 1, 2, 5, 6, 27,

28, 29, 30, 31, 32, 41, & 42" property and the "Phases 7, 8, 19, 20, 37, 38, 39, & 40" property added hereby, and shall be controlling as to all matters and issues in the condominium regime, as thus expanded, from and after the date of recordation of this Amendment.

IN WITNESS WHEREOF, the Developer has caused this First Amendment to the Condominium Declaration for Mallard Landing Condominium to be executed on its behalf the day and year first above written.

ATTEST:

MALLARD LANDING DEVELOPMENT GROUP, LLC

By: SENIOR LIFECHOICE, LLC, Member

[Signature]

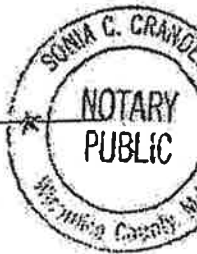
By: [Signature] (SEAL)
Michael S. Hartnett, Vice President

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this 19th day of November, 1998, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, personally appeared Michael S. Hartnett, Vice President of Senior LifeChoice, LLC, personally known to me (or satisfactorily proven) to be the person who executed the foregoing First Amendment to Condominium Declaration on behalf of Senior LifeChoice, LLC, Member of Mallard Landing Development Group, LLC, who, being authorized to do so, acknowledged the foregoing instrument to be the act and deed of Mallard Landing Development Group, LLC, and that the same was executed for the purposes therein contained.

AS WITNESS my hand and seal, the day and year first above written.

[Signature]
Notary Public



My Commission Expires:
4/22/00

EXHIBIT A

PROPERTY DESCRIPTION OF THE REAL PROPERTY IN MALLARD LANDING CONDOMINIUM

PHASE 7 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the northwest side of but not binding upon South Schumaker Drive and the north side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the northeasterly corner of the Phase 7 Property herein described, same being the southeasterly corner of the Phase 6 Property; thence North $66^{\circ}27'28''$ West 87.31 feet to a point; thence South $25^{\circ}53'45''$ West 59.02 feet to a point; thence South $67^{\circ}44'53''$ East 88.72 feet to a point; thence along a portion of a curve described as curve 23 in the within described condominium plat having a radius of 677.50 feet, a distance of 57.00 feet to a point and the place of beginning; being more particularly described as the **Phase 7 Property** containing Unit A-107 on sheet two of three of that certain Condominium Plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 16, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 8 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the northwest side of but not binding upon South Schumaker Drive and the north side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the northeasterly corner of the Phase 8 Property herein described and the southeasterly corner of the Phase 7 Property herein; thence North $67^{\circ}44'53''$ West 88.72 feet to a point; thence South $25^{\circ}53'45''$ West 56.62 feet to a point; thence South $67^{\circ}53'46''$ East 94.74 feet to a point; thence along a portion of the curve described as curve 23 in the within described condominium plat having a radius of 677.50 feet, a distance of 56.33 feet to a point and the place of beginning; being more particularly described as the **Phase 8 Property** containing Unit A-108 on sheet two of three of that certain Condominium Plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 16, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 19 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the southwest side of and

binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the northerly most corner of the Phase 19 Property herein described and the southeast corner of the Phase 18 Property herein; thence South $8^{\circ}52'40''$ West 108.84 feet to a point; thence South $79^{\circ}46'27''$ East 48.54 feet to a point; thence North $20^{\circ}25'17''$ East 91.12 feet to a point; thence along a portion of a curve described as curve 16 in the within described condominium plat having a radius of 352.50 feet, a distance of 70.01 feet to a point and the place of beginning; being more particularly described as the **Phase 19 Property** containing **Unit A-119** on sheet two of three of that certain Condominium Plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 16, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 20 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the southwest side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the northwest corner of the Phase 20 Property herein described and the northeast corner of the Phase 19 Property herein; thence South $20^{\circ}25'17''$ West 91.12 feet to a point; thence South $79^{\circ}46'27''$ East 79.08 feet to a point; thence North $10^{\circ}36'33''$ East 84.12 feet to a point; thence along a portion of a curve described as curve 16 in the within described condominium plat having a radius of 352.50 feet, a distance of 63.85 feet to a point and the place of beginning; being more particularly described as the **Phase 20 Property** containing **Unit A-120** on sheet two of three of that certain Condominium Plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 16, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 37 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of South Schumaker Drive and more particularly described as follows: Beginning for the same at a point at the southwesterly corner of the Phase 37 Property herein described; thence North $70^{\circ}22'41''$ West 79.15 feet to a point; thence North $34^{\circ}43'19''$ West 39.17 feet to a point; thence North $55^{\circ}26'28''$ East 87.53 feet to a point; thence along a portion of a curve described as curve 28 in the within described condominium plat having a radius of 36.50 feet, a distance of 32.70 feet to a point; South $08^{\circ}56'52''$ East 4.15 feet to a point; thence South $03^{\circ}26'59''$ West 93.93 feet to a point and the place of beginning; being more particularly described as the **Phase 37 Property** containing **Unit A-137** on sheet two of three of that certain Condominium Plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 16, 1998

(latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 38 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of South Schumaker Drive and more particularly described as follows: Beginning for the same at a point at the southeasterly corner of the Phase 38 Property herein described and the northeasterly corner of the Phase 37 Property; thence South $55^{\circ}26'28''$ West 87.53 feet to a point; thence North $34^{\circ}43'19''$ West 47.04 feet to a point; thence North $13^{\circ}24'22''$ West 25.31 feet to a point; thence North $67^{\circ}04'11''$ East 86.81 feet to a point; thence along a portion of the curve designated in the within described condominium plat as curve 27 having a radius of 252.50 feet, a distance of 44.76 feet to a point; thence along a portion of the curve described as curve 28 in the within described condominium plat having a radius of 36.50 feet, a distance of 9.02 feet to a point and the place of beginning; being more particularly described as the **Phase 38 Property** containing **Unit A-138** on sheet two of three of that certain Condominium Plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 16, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 39 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of South Schumaker Drive and more particularly described as follows: Beginning for the same at a point at the northeasterly corner of the Phase 39 Property herein described and the southeasterly corner of the Phase 40 Property; thence South $84^{\circ}30'09''$ West 78.89 feet to a point; thence South $05^{\circ}21'56''$ East 45.55 feet to a point; thence South $13^{\circ}24'22''$ East 31.70 feet to a point; thence North $67^{\circ}04'11''$ East 86.81 feet to a point; thence along a portion of the curve designated in the within described condominium plat as curve 27 having a radius of 252.50 feet, a distance of 51.69 feet to a point and the place of beginning; being more particularly described as the **Phase 39 Property** containing **Unit A-139** on sheet two of three of that certain Condominium Plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 16, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

PHASE 40 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the west side of South Schumaker Drive and more particularly described as follows: Beginning for the same at a point at the southeast corner of the Phase 40 Property herein described and the northeast corner of the Phase 39 Property; thence South 84°30'09" West 78.89 feet to a point; thence North 05°21'56" West 87.46 feet to a point; thence South 74°22'21" East 87.62 feet to a point; thence along a portion of the curve designated in the within described condominium plat as curve 27 having a radius of 252.50 feet, a distance of 56.10 feet to a point and the place of beginning; being more particularly described as the **Phase 40 Property containing Unit A-140** on sheet two of three of that certain Condominium Plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 16, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

GENERAL COMMON ELEMENT PROPERTY

All those pieces or parcels of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and more particularly described as follows:

Item D: Beginning for the same at a point on the northwest side of but not binding upon Winding Way, said point of beginning being the northeasterly most point of the within described General Common Element-Item D Property, and being the northerly most point of the Phase 7 Property aforesaid; thence North 66°27'28" West 90.06 feet to a point; thence South 34°06'23" West 120.27 feet to a point; thence South 67°53'46" East 107.39 feet to a point; thence North 25°53'45" East 115.64 feet to a point and the place of beginning, being a portion of the general common elements of the Mallard Landing Condominium, and being more particularly shown and designated as "General Common Element-Item D" on sheet two of three of that certain Condominium Plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 16, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

Item E: Beginning for the same at a point on the southwest side of but not binding upon Winding Way, said point of beginning being the northerly most point of the within described General Common Element-Item E Property, and being the westerly most point of the Phase 19 Property aforesaid; thence South 08°52'40" West 65.02 feet to a point; thence South 79°46'27" East 125.66 feet to a point; thence North 10°36'33" East 65.00 feet to a point; thence North 79°46'27" West 127.62 feet to a point and the place of beginning, being a portion of the general common elements of the Mallard Landing Condominium, and being more particularly shown

and designated as "General Common Element-Item E" on sheet two of three of that certain Condominium Plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 16, 1998 (latest update), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

| | |
|----------------|-------------|
| IMP FD SURE \$ | 2.00 |
| RECORDING FEE | 75.00 |
| TOTAL | 77.00 |
| Rec# M183 | Acct # 9395 |
| MSB 8950 | Blk # 462 |
| Nov 18, 1998 | 02:10 |

Received for Record **NOV 18 1998** and
recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.
No. 1641 Folios 327-336
Mark S. Brown Clerk

LHL

1685/145

Plat 11/330-332

SECOND AMENDMENT TO CONDOMINIUM DECLARATION

For

MALLARD LANDING CONDOMINIUM**(An Expanding Condominium)****ADDING "PHASE 43"
TO THE CONDOMINIUM REGIME**

THIS SECOND AMENDMENT TO CONDOMINIUM DECLARATION, made this 11th day of June, 1999, by Mallard Landing Development Group, LLC, a Maryland limited liability company (hereinafter referred to as "Developer").

WHEREAS, Developer has previously executed a Condominium Declaration (the "Original Condominium Declaration") for Mallard Landing Condominium, dated September 15, 1998, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1629, Folio 387, et seq.; and has recorded a Condominium Plat (the "Original Condominium Plat"), entitled "Mallard Landing", dated September 15, 1998 (latest update) by Becker, Morgan, Moore, Olds & Richter, Inc., among said records in Liber M.S.B. No. 11, Folio 276-279, thereby submitting certain lands located in Salisbury, Wicomico County, State of Maryland, together with certain buildings and improvements constructed thereon, to a condominium regime pursuant to the provisions of the Condominium Act, §11-101, et seq. of the Real Property Article of the Annotated Code of Maryland;

WHEREAS, Developer has previously submitted certain additional lands, and the improvements thereon, to the condominium regime by executing and recording the following: a First Amendment to Condominium Declaration dated November 18, 1998, recorded among the

aforesaid Land Records in Liber M.S.B. No. 1641, Folio 327, et seq.; and a condominium plat dated November 11, 1998, and recorded as aforesaid in Liber M.S.B. No. 11, Folios 290-292;

WHEREAS, Developer in said Original Condominium Declaration reserved the right, pursuant to §11-120 of the Condominium Act, to submit certain additional lands to the condominium regime established by the Original Condominium Declaration; and

WHEREAS, Developer now wishes to submit to the condominium regime as "Phase 43" thereof, the land and property together with that certain building and improvements constructed thereon, more fully set forth in Exhibit "A" attached hereto.

NOW, THEREFORE, THIS SECOND AMENDMENT TO CONDOMINIUM DECLARATION WITNESSETH: That Developer, for itself, its successors and assigns, does hereby expressly establish and declare the following:

1. Submission of Additional Property to the Condominium Regime.

The Developer hereby submits the "Phase 43" property (set forth and described in Exhibit "A" attached hereto and incorporated herein by reference), together with the improvements thereon and all the rights and appurtenances thereto belonging to or in any manner appertaining, to the Mallard Landing condominium regime established by the Original Condominium Declaration. The "Phase 43" property submitted to the condominium regime by this Second Amendment contains one (1) 4-story building containing a total of thirty-eight (38) units and related common elements as more particularly described herein. The phase of the project submitted to the condominium regime by this Amendment is depicted on the Original Condominium Plat, and the property, building and units submitted by this Amendment are also more particularly shown and depicted on the Amendments to the Condominium Plat, entitled Mallard Landing "Condominium Plat, Parcel One,

Phase 43" consisting of three sheets, prepared by Becker, Morgan, Moore, Olds & Richter, Inc., dated May 5, 1999 (latest update June 3, 1999), a copy of which is recorded or intended to be recorded among the Wicomico County Land Records simultaneously herewith (herein, "Amended Plats").

2. Condominium Building and Units.

(a) Condominium Building. The condominium units are contained in one (1) 4-story building containing a total of thirty-eight (38) units. The location and configuration of the building and the units therein are more fully shown and designated on the Amended Plats. The units are numbered as shown and designated on the Amended Plats.

(b) Condominium Units. Each unit within the condominium regime is designated by a corresponding unit number as set forth on the Amended Plats and consists of an enclosed three-dimensional space, the perimeters, dimensions and locations of which are described in the Original Condominium Declaration and which are more fully shown and designated on the Amended Plats which are incorporated herein by reference.

(c) Limited Common Elements. Limited common elements appurtenant to the respective units are shown on the Amended Plats immediately adjacent to the units to which they are reserved.

3. Effect of Amendment; Percentage Interests and Votes Appurtenant to Units.

As provided in the Original Condominium Declaration, upon the recording of this instrument, the additional property submitted to the condominium regime hereby and the property previously submitted to the condominium regime shall be and constitute one and the same condominium regime, known as Mallard Landing Condominium, subject to and in accordance with the terms and provisions of the Original Condominium Declaration in all respects.

Without limiting the foregoing, each owner of a condominium unit and respective percentage interest in the condominium, as the same was constituted prior to the recordation of this instrument (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as his, her, its or their interest may appear) shall have and be vested with an undivided interest in the common elements in the additional property submitted to the regime by this instrument equal to that set forth in Articles V and VI of the Original Condominium Declaration, applied as of a time immediately after the submission of the additional property to the condominium regime as provided herein.

As provided in Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have an undivided percentage interest in the common elements, common expenses and common profits of the condominium equal to that set forth in Articles V and VI of the Original Condominium Declaration. In accordance with Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have one (1) vote at meetings of the Council of Unit Owners and said one (1) vote is appurtenant to each unit.

4. Original Declaration Controlling.

Except as modified or amended by express provision herein or by necessary implication, the terms and provisions of the Original Condominium Declaration and the by-laws of the condominium shall apply to the entire condominium regime consisting of all phases previously

submitted to the condominium regime and the "Phase 43" property added hereby, and shall be controlling as to all matters and issues in the condominium regime, as thus expanded, from and after the date of recordation of this Amendment.


IN WITNESS WHEREOF, the Developer has caused this Second Amendment to the Condominium Declaration for Mallard Landing Condominium to be executed on its behalf the day and year first above written.

ATTEST:

MALLARD LANDING DEVELOPMENT
GROUP, LLC

By: SENIOR LIFECHOICE, LLC, Member



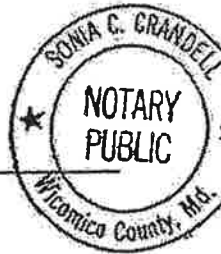
By:  (SEAL)
Gregory M. Stevens, President

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this 11th day of June, 1999, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, personally appeared Gregory M. Stevens, President of Senior LifeChoice, LLC, personally known to me (or satisfactorily proven) to be the person who executed the foregoing Second Amendment to Condominium Declaration on behalf of Senior LifeChoice, LLC, Member of Mallard Landing Development Group, LLC, who, being authorized to do so, acknowledged the foregoing instrument to be the act and deed of Mallard Landing Development Group, LLC, and that the same was executed for the purposes therein contained.

AS WITNESS my hand and seal, the day and year first above written.


Notary Public



My Commission Expires:

4/22/00

**PROPERTY DESCRIPTION OF THE REAL PROPERTY
IN MALLARD LANDING CONDOMINIUM**

PHASE 43 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the east side of but not binding upon South Schumaker Drive and more particularly described as follows: Beginning for the same at a point on the easterly right of way line of South Schumaker Drive aforesaid and the westerly property line of the parcel designated Parcel 2, consisting of 8.74 acres, more or less, now or formerly of Senior LifeChoice of Salisbury, LLC (deed reference 1605/550), the same point being the southwesterly corner of the property herein described; thence North $63^{\circ}44'05''$ East 26.39 feet to a point; thence North $86^{\circ}14'05''$ East 32.50 feet to a point; thence South $71^{\circ}50'21''$ East 56.83 feet to a point; thence North $75^{\circ}39'53''$ East 309.40 feet to a point; thence North $29^{\circ}39'42''$ West 36.96 feet to a point; thence North $11^{\circ}50'18''$ East 208.97 feet to a point; thence South $66^{\circ}22'51''$ West 375.72 feet to a point; thence South $75^{\circ}39'53''$ West 44.00 feet to a point; thence South $14^{\circ}20'07''$ East 19.00 feet to a point; thence South $81^{\circ}02'47''$ West 99.64 feet to a point; thence along a curve having a radius of 421.50 feet a distance of 20.41 feet to a point; thence South $17^{\circ}56'58''$ East 82.89 feet to a point; thence along a curve having a radius of 18.50 feet a distance of 9.62 feet to a point; thence South $47^{\circ}44'09''$ East 11.75 feet to a point and the place of the beginning; being more particularly described as the Phase 43 property on sheet 2 of 3 of a certain condominium plat entitled Mallard Landing "Condominium Plat, Parcel One, Phase 43", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated May 5, 1999 (latest update June 3, 1999), which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

For

MALLARD LANDING CONDOMINIUM

(An Expanding Condominium)

**ADDING "PHASES 3, 4, 25, 26, 33 & 34"
TO THE CONDOMINIUM REGIME**

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, made this 17th day of November, 1999, by Mallard Landing Development Group, LLC, a Maryland limited liability company (hereinafter referred to as "Developer").

WHEREAS, Developer has previously executed a Condominium Declaration (the "Original Condominium Declaration") for Mallard Landing Condominium, dated September 15, 1998, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1629, Folio 387, et seq.; and has recorded a Condominium Plat (the "Original Condominium Plat"), entitled "Mallard Landing", dated September 15, 1998 (latest update) by Becker, Morgan, Moore, Olds & Richter, Inc., among said records in Liber M.S.B. No. 11, Folio 276-279, thereby submitting certain lands located in Salisbury, Wicomico County, State of Maryland, together with certain buildings and improvements constructed thereon, to a condominium regime pursuant to the provisions of the Condominium Act, §11-101, et seq. of the Real Property Article of the Annotated Code of Maryland;

WHEREAS, Developer has previously submitted certain additional lands, and the improvements thereon, to the condominium regime by executing and recording the following: a First Amendment to Condominium Declaration dated November 18, 1998, recorded among the

aforesaid Land Records in Liber M.S.B. No. 1641, Folio 327, et seq.; and a condominium plat for those phases dated November 11, 1998, and recorded as aforesaid in Liber M.S.B. No. 11, Folios 290-292; and a Second Amendment to Condominium Declaration dated June 11, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1685, Folio 145, et seq., and a Condominium Plat for those phases dated May 5, 1999 (latest update June 3, 1999) which was recorded as aforesaid in Liber M.S.B. No. 11, Folios 330-332;

WHEREAS, Developer in said Original Condominium Declaration reserved the right, pursuant to §11-120 of the Condominium Act, to submit certain additional lands to the condominium regime established by the Original Condominium Declaration; and

WHEREAS, Developer now wishes to submit to the condominium regime as "Phases 3, 4, 25, 26, 33 & 34" thereof, the land and property together with that certain building and improvements constructed thereon, more fully set forth in Exhibit "A" attached hereto.

NOW, THEREFORE, THIS SECOND AMENDMENT TO CONDOMINIUM DECLARATION WITNESSETH: That Developer, for itself, its successors and assigns, does hereby expressly establish and declare the following:

1. Submission of Additional Property to the Condominium Regime.

The Developer hereby submits the "Phases 3, 4, 25, 26, 33 & 34" properties (set forth and described in Exhibit "A" attached hereto and incorporated herein by reference), together with the improvements thereon and all the rights and appurtenances thereto belonging to or in any manner appertaining, to the Mallard Landing condominium regime established by the Original Condominium Declaration. Each of the "Phases 3, 4, 25, 26, 33 & 34" properties submitted to the

condominium regime by this Third Amendment contains a "Cottage Unit" and related common elements as more particularly described herein. The phases of the project submitted to the condominium regime by this Amendment is depicted on the Original Condominium Plat, and the property, building and units submitted by this Amendment are also more particularly shown and depicted on the Amendments to the Condominium Plat, entitled Mallard Landing "Condominium Plat, Parcel One, Phases 3, 4, 25, 26, 33 & 34" consisting of three sheets, prepared by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 15, 1999, a copy of which is recorded or intended to be recorded among the Wicomico County Land Records simultaneously herewith (herein, "Amended Plats").

2. Condominium Building and Units.

(a) Condominium Building. The condominium units are contained in three (3) duplex buildings containing a total of six (6) Cottage Units. The location and configuration of the duplex buildings and the Cottage Units therein are more fully shown and designated on the Amended Plats. The Cottage Units are numbered as shown and designated on the Amended Plats.

(b) Condominium Units. Each Cottage Unit within the condominium regime is designated by a corresponding unit number as set forth on the Amended Plats and consists of an enclosed three-dimensional space, the perimeters, dimensions and locations of which are described in the Original Condominium Declaration and which are more fully shown and designated on the Amended Plats which are incorporated herein by reference.

(c) Limited Common Elements. Limited common elements appurtenant to the respective units are shown on the Amended Plats immediately adjacent to the units to which they are reserved.

3. Effect of Amendment; Percentage Interests and Votes Appurtenant to Units.

As provided in the Original Condominium Declaration, upon the recording of this instrument, the additional property submitted to the condominium regime hereby and the property previously submitted to the condominium regime shall be and constitute one and the same condominium regime, known as Mallard Landing Condominium, subject to and in accordance with the terms and provisions of the Original Condominium Declaration in all respects.

Without limiting the foregoing, each owner of a condominium unit and respective percentage interest in the condominium, as the same was constituted prior to the recordation of this instrument (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as his, her, its or their interest may appear) shall have and be vested with an undivided interest in the common elements in the additional property submitted to the regime by this instrument equal to that set forth in Articles V and VI of the Original Condominium Declaration, applied as of a time immediately after the submission of the additional property to the condominium regime as provided herein.

As provided in Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have an undivided percentage interest in the common elements, common expenses and common profits of the condominium equal to that set forth in Articles V and VI of the Original Condominium Declaration. In accordance with Articles V and VI of the Original Condominium Declaration, each

unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have one (1) vote at meetings of the Council of Unit Owners and said one (1) vote is appurtenant to each unit.

4. Original Declaration Controlling.

Except as modified or amended by express provision herein or by necessary implication, the terms and provisions of the Original Condominium Declaration and the by-laws of the condominium shall apply to the entire condominium regime consisting of all phases previously submitted to the condominium regime and the "Phases 3, 4, 25, 26, 33 & 34" properties added hereby, and shall be controlling as to all matters and issues in the condominium regime, as thus expanded, from and after the date of recordation of this Amendment.


IN WITNESS WHEREOF, the Developer has caused this Third Amendment to the Condominium Declaration for Mallard Landing Condominium to be executed on its behalf the day and year first above written.

ATTEST:

MALLARD LANDING DEVELOPMENT
GROUP, LLC

By: SENIOR LIFECHOICE, LLC, Member

Kelly J. Coover

By:  (SEAL)
George E. Burnett, Jr., Authorized Agent

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this 17th day of November, 1999, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, personally appeared George E. Burnett, Jr., Authorized Agent of Senior LifeChoice, LLC, personally known to me (or satisfactorily proven) to be the person who executed the foregoing Third Amendment to Condominium Declaration on behalf of Senior LifeChoice, LLC, Member of Mallard Landing Development Group, LLC, who, being authorized to do so, acknowledged the foregoing instrument to be the act and deed of Mallard Landing Development Group, LLC, and that the same was executed for the purposes therein contained.

AS WITNESS my hand and seal, the day and year first above written.

Kelly L. Collins

Notary Public



My Commission Expires:

Kelly L. Collins
Notary Public, State of Maryland
My Commission Expires October 1, 2003

EXHIBIT "A"

PROPERTY DESCRIPTION OF THE REAL PROPERTY
IN MALLARD LANDING CONDOMINIUM

PHASE 3 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the northwest side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the northeast corner of the Phase 3 Property herein described, same being the southeast corner of the Phase 2 Property; thence North $47^{\circ}35'36''$ West 86.15 feet to a point; thence South $40^{\circ}32'47''$ West 59.80 feet to a point; thence South $50^{\circ}41'39''$ East 85.68 feet to a point; thence along a portion of the curve described as curve 24 in the plat referred to below, having a radius of 977.50 feet, a distance of 55.16 feet more or less, to a point and the place of beginning; being more particularly described as the **Phase 3 Property**, containing **Unit A-103** on sheet 2 of 3 of that certain condominium plat for "Mallard Landing" made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 15, 1999, which condominium plat is recorded or intended to be recorded simultaneously herewith.

PHASE 4 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the northwest side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point of the northeast corner of the Phase 4 Property herein described and the southwest corner of the Phase 3 property herein; thence North $50^{\circ}41'39''$ West 85.68 feet to a point; thence South $40^{\circ}32'47''$ West 64.85 feet to a point; thence South $57^{\circ}21'59''$ East 89.13 feet to a point; thence along a portion of a curve described as curve 24 in the plat hereinafter referred to, having a radius of 977.50 feet a distance of 54.50 feet to a point and the place of the beginning; being more particularly described as the **Phase 4 Property** containing **Unit A-104** on sheet two of three of that certain Condominium Plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 15, 1999, which condominium plat is recorded or intended to be recorded simultaneously herewith.

PHASE 25 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the southeast side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the northeasterly corner of the Phase 25 Property herein described, same being the

northwesterly corner of the Phases 23 & 24 future development property as depicted on the plat hereinafter referred to; thence along a portion of the curve designated as curve 10 on the plat hereinafter referred to, having a radius of 947.50 feet a distance of 55.83 feet more or less, to a point; thence South 53°20'44" East 86.25 feet to a point; thence North 36°39'28" East 54.74 feet to a point; thence North 52°37'46" West 84.51 feet to a point and the place of beginning; being; being more particularly described as the Phase 25 Property containing Unit A-125 on sheet two of three of that certain Condominium Plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 15, 1999, which condominium plat is recorded or intended to be recorded simultaneously herewith.

PHASE 26 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the southeast side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point on the northeast corner of the Phase 26 Property herein described, same being the northwest corner of the Phase 25 Property; thence along a portion of a curve designated as curve 10 in the plat hereinafter referred to having a radius of 947.50 feet a distance of 19.64 feet to a point; thence along a portion of the curve designated as curve 11 in the aforementioned plat having a radius of 647.50 feet a distance of 43.21 feet to a point; thence South 59°59'45" East 84.40 feet to a point; thence North 36°39'28" East 53.01 feet to a point; thence North 53°20'44" West 86.25 feet to a point and the place of beginning, being more particularly described as the Phase 26 Property containing Unit A-126 on sheet two of three of that certain Condominium Plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 15, 1999, which condominium plat is recorded or intended to be recorded simultaneously herewith.

PHASE 33 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the northeast side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the northwest corner of the Phase 33 Property herein described, same being southwest corner of the Phase 32 Property; thence along a portion of the curve designated as curve 13 on the plat hereinafter referred to having a radius of 322.50 feet, a distance of 86.25 feet; thence North 15°38'46" East 88.07 feet to a point; thence North 72°10'47" West 111.57 feet to a point; thence South 40°10'32" West 84.93 feet to a point and the place of the beginning; being more particularly described as the Phase 33 Property containing Unit A-133 on sheet two of three of that certain Condominium Plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 15, 1999, which condominium plat is recorded or intended to be recorded simultaneously herewith.

PHASE 34 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and on the northeast side of and binding upon Winding Way and more particularly described as follows: Beginning for the same at a point at the southwest corner of the Phase 34 Property herein described, same being the southeast corner of the Phase 33 Property; thence along a portion of the curve designated as curve 13 in the plat hereinafter referred to having a radius of 322.50 feet a distance of 70.46 feet to a point; thence along a portion of the curve designated as curve 14 in the plat hereinafter referred to having a radius of 163.00 feet a distance of 7.42 feet to a point; thence North 04°17'32" East 78.95 feet to a point; thence North 72°10'47" West 61.74 feet to a point; thence South 15°38'46" West 88.07 feet to a point and the place of beginning; being more particularly described as the Phase 34 Property containing Unit A-134 on sheet two of three of that certain Condominium Plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated November 15, 1999, which condominium plat is recorded or intended to be recorded simultaneously herewith.

| | |
|-----------------|-------------|
| TWP FD SURVE \$ | 2.1 |
| RECORDING FEE | 20.1 |
| TOTAL | 22.2 |
| Case #1002 | Acct #65346 |
| MSB 1430 | BLK 430 |
| Nov 18, 1999 | 10:43 a |

received for Record NOV 18 1999 and recorded in the Land Records of Wicomico County, Maryland in Liber M.S.B. No. 1717 Folios 301-309
Mark A. Brown Clerk

Del Laws

FOURTH AMENDMENT OF DECLARATION

MALLARD LANDING CONDOMINIUM

THIS FOURTH AMENDMENT OF DECLARATION is made this 29th day of December, 1999, to be effective on and as of January 1, 2000, by MALLARD LANDING DEVELOPMENT GROUP, LLC, a Maryland limited liability company, hereinafter called the "Declarant":

WHEREAS, the Declarant has heretofore recorded a Declaration (the "Declaration") among the Land Records of Wicomico County, Maryland in Liber 1629, folio 387; and

WHEREAS, the Declarant desires to amend a provision of the Declaration, relating to the percentage interest in common expenses and common profits; and

WHEREAS, the Declarant has, prior hereto, in accordance with the requirements of applicable law and the provisions of the Declaration, obtained the prior written consent to this Amendment of one hundred percent (100%) of the Owners of the Units in the Condominium and of their mortgagees; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article V, Section 3, of the Declaration is deleted in its entirety and is replaced with the following:

Section 3. Percentage Interests in Common Expenses and Common Profits. Each Unit shall have appurtenant to it a percentage interest in the common expenses and common profits of the Condominium determined in the following manner: Common expenses and common profits of the Condominium shall be determined by categorizing expenses and profits into the following three categories - expenses and profits directly attributable to Cottage Units ("Cottage Unit Expenses"); expenses and profits directly attributable to Units, other than Cottage Units (which Units are hereinafter in this Article V, Section 3, referred to as "Apartment Units") ("Apartment Unit Expenses"); and expenses and profits attributable, in part or in whole, to both Cottage Units and Apartment Units ("General Expenses"). General Expenses will be further categorized by dividing General Expenses into two (2) categories, the first of which ("Cottage Unit General Expenses") will be determined by multiplying the aggregate of all General Expenses by a fraction, the numerator of which is the number of Cottage Units in the Condominium Regime and the

denominator of which is the total number of Units then existing in the Condominium Regime, and the second of which ("Apartment Unit General Expenses") will be determined by multiplying the aggregate of all General Expenses by a fraction, the numerator of which is the number of Apartment Units in the Condominium Regime and the denominator of which is the total number of Units then existing in the Condominium Regime.

Each Cottage Unit shall have a share of the common expenses and common profits equal to the amount obtained by multiplying the sum of (i) the Cottage Unit Expenses, and (ii) the Cottage Unit General Expenses, by a fraction, the numerator of which is one (1) and the denominator which is the number of Cottage Units in the Condominium Regime. Each Apartment Unit shall have a share of the common expenses and common profits equal to the amount obtained by multiplying the sum of (i) the Apartment Unit Expenses, and (ii) the Apartment Unit General Expenses by a fraction, the numerator of which is the number of square feet contained in that Apartment Unit and the denominator of which is the total number of square feet contained in all Apartment Units in the Condominium Regime. The calculations described above will be made as of December 31 of each calendar year.

Whenever it determines annual assessments and carrying charges, pursuant to Article III, Section 1 or Special Assessments, pursuant to Article III, Section 5 of the By-laws of the Council of Unit Owners of the Condominium, the Council of Unit Owners shall allocate all such assessments and charges in the manner described in this Section.

2. The Declarant has, prior hereto, obtained the written consent of the Owners of all of the Units and of all of the Mortgagees of the Units, as the term "Mortgagee" is defined in the By-Laws of the Council of Unit Owners of Mallard Landing Condominium, which have been recorded among the Land Records of Wicomico County, Maryland.

3. Except as hereby modified, the terms and provisions of the Declaration remain in full force and effect and unchanged.

IN WITNESS WHEREOF, MALLARD LANDING DEVELOPMENT GROUP, LLC has caused these presents to be executed on the year and day first above written.

MALLARD LANDING DEVELOPMENT GROUP, LLC

By: Senior LifeChoice, LLC, Member

[Handwritten signature]

By: *G.M. Stevens* (SEAL)
Name: G.M. STEVENS
Title: PRESIDENT

~~STATE OF MARYLAND~~ *
COMMONWEALTH OF PENNSYLVANIA * ss:
COUNTY OF MONTGOMERY *

IMP FD SURE \$ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rec'd WTCB Rec'd # 19706
MSB 8538 Blk # 787
Feb 14, 2000 03:15 PM

I HEREBY CERTIFY that on this 29th day of December, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared in said jurisdiction G.M. Stevens, personally known to me (or satisfactorily proven) to be the person who executed the foregoing Amendment on behalf of Senior LifeChoice, LLC, Member of MALLARD LANDING DEVELOPMENT GROUP, LLC, and having the authority so to do, acknowledged the foregoing instrument to be the act and deed of MALLARD LANDING DEVELOPMENT GROUP, LLC, and that the same was executed for the purposes therein contained.

IN WITNESS WHEREOF, I have here unto set my hand and Notarial Seal the day and year first above written.

Nicolé M. Cianci
Notary Public

My Commission expires: _____

NOTARIAL SEAL
NICOLÉ M. CIANCI, Notary Public
Pottstown Boro., Montgomery County
My Commission Expires May 21, 2001



FEB 14 2000

Received for Record _____ and recorded in the Land Records of Wicomico County Maryland in Liber M.S.B. No. 1731 Folios 339-341
Mark S. Brown Clerk

Del Laws atp

FIFTH AMENDMENT TO CONDOMINIUM DECLARATION

For

MALLARD LANDING CONDOMINIUM

(An Expanding Condominium)

**ADDING "PHASES 23, 24, 35 & 36"
TO THE CONDOMINIUM REGIME**

THIS FIFTH AMENDMENT TO CONDOMINIUM DECLARATION, made this 10th day of May, 2000, by Mallard Landing Development Group, LLC, a Maryland limited liability company (hereinafter referred to as "Developer").

WHEREAS, Developer has previously executed a Condominium Declaration (the "Original Condominium Declaration") for Mallard Landing Condominium, dated September 15, 1998, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1629, Folio 387, et seq.; and has recorded a Condominium Plat (the "Original Condominium Plat"), entitled "Mallard Landing", dated September 15, 1998 (latest update) by Becker, Morgan, Moore, Olds & Richter, Inc., among said records in Liber M.S.B. No. 11, Folio 276-279, thereby submitting certain lands located in Salisbury, Wicomico County, State of Maryland, together with certain buildings and improvements constructed thereon, to a condominium regime pursuant to the provisions of the Condominium Act, §11-101, et seq. of the Real Property Article of the Annotated Code of Maryland;

WHEREAS, Developer has previously submitted certain additional lands, and the improvements thereon, to the condominium regime by executing and recording the following: a First Amendment to Condominium Declaration dated November 18, 1998, recorded among the

Plot 13/23

aforesaid Land Records in Liber M.S.B. No. 1641, Folio 327, et seq., and a condominium plat for those phases dated November 11, 1998, and recorded as aforesaid in Liber M.S.B. No. 11, Folios 290-292; a Second Amendment to Condominium Declaration dated June 11, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1685, Folio 145, et seq., and a Condominium Plat for those phases dated May 5, 1999 (latest update June 3, 1999), which was recorded as aforesaid in Liber M.S.B. No. 11, Folios 330-332; a Third Amendment to Condominium Declaration dated November 17, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1717, Folio 301, et seq., and a condominium plat for those phases dated November 17, 1999, which was recorded as aforesaid in Plat Cabinet Liber M.S.B. No. 11, Folio 384, et seq.; and a Fourth Amendment to Condominium Declaration dated December 29, 1999, and recorded as aforesaid in Liber M.S.B. No. 1731, Folio 339, et seq.

WHEREAS, Developer in said Original Condominium Declaration reserved the right, pursuant to §11-120 of the Condominium Act, to submit certain additional lands to the condominium regime established by the Original Condominium Declaration; and

WHEREAS, Developer now wishes to submit to the condominium regime as "Phases 23, 24, 35 & 36" thereof, the land and property together with that certain building and improvements constructed thereon, more fully set forth in Exhibit "A" attached hereto.

NOW, THEREFORE, THIS FIFTH AMENDMENT TO CONDOMINIUM DECLARATION WITNESSETH: That Developer, for itself, its successors and assigns, does hereby expressly establish and declare the following:

1. Submission of Additional Property to the Condominium Regime.

The Developer hereby submits the "Phases 23, 24, 35 & 36" properties (set forth and described in Exhibit "A" attached hereto and incorporated herein by reference), together with the improvements thereon and all the rights and appurtenances thereto belonging to or in any manner appertaining, to the Mallard Landing condominium regime established by the Original Condominium Declaration. Each of the "Phases 23, 24, 35 & 36" properties submitted to the condominium regime by this Fifth Amendment contains a "Cottage Unit" and related common elements as more particularly described herein. The phases of the project submitted to the condominium regime by this Amendment is depicted on the Original Condominium Plat, and the property, building and units submitted by this Amendment are also more particularly shown and depicted on the Amendments to the Condominium Plat, entitled Mallard Landing "Condominium Plat, Parcel One, Phases 23, 24, 35 & 36" consisting of three sheets, prepared by Becker, Morgan, Moore, Olds & Richter, Inc., dated April 13, 2000, latest update dated April 19, 2000, a copy of which is recorded or intended to be recorded among the Wicomico County Land Records simultaneously herewith (herein, "Amended Plats").

2. Condominium Building and Units.

(a) Condominium Building. The condominium units are contained in two (2) duplex buildings containing a total of four (4) Cottage Units. The location and configuration of the duplex buildings and the Cottage Units therein are more fully shown and designated on the Amended Plats. The Cottage Units are numbered as shown and designated on the Amended Plats.

(b) **Condominium Units.** Each Cottage Unit within the condominium regime is designated by a corresponding unit number as set forth on the Amended Plats and consists of an enclosed three-dimensional space, the perimeters, dimensions and locations of which are described in the Original Condominium Declaration and which are more fully shown and designated on the Amended Plats which are incorporated herein by reference.

(c) **Limited Common Elements.** Limited common elements appurtenant to the respective units are shown on the Amended Plats immediately adjacent to the units to which they are reserved.

3. **Effect of Amendment; Percentage Interests and Votes Appurtenant to Units.**

As provided in the Original Condominium Declaration, upon the recording of this instrument, the additional property submitted to the condominium regime hereby and the property previously submitted to the condominium regime shall be and constitute one and the same condominium regime, known as Mallard Landing Condominium, subject to and in accordance with the terms and provisions of the Original Condominium Declaration in all respects.

Without limiting the foregoing, each owner of a condominium unit and respective percentage interest in the condominium, as the same was constituted prior to the recordation of this instrument (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as his, her, its or their interest may appear) shall have and be vested with an undivided interest in the common elements in the additional property submitted to the regime by this instrument equal to that set forth in Articles V and VI of the Original Condominium Declaration, applied as of a time immediately after the submission of the additional property to the condominium regime as provided herein.

As provided in Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have an undivided percentage interest in the common elements, common expenses and common profits of the condominium equal to that set forth in Articles V and VI of the Original Condominium Declaration. In accordance with Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have one (1) vote at meetings of the Council of Unit Owners and said one (1) vote is appurtenant to each unit.

4. Original Declaration Controlling.

Except as modified or amended by express provision herein or by necessary implication, the terms and provisions of the Original Condominium Declaration and the by-laws of the condominium shall apply to the entire condominium regime consisting of all phases previously submitted to the condominium regime and the "Phases 23, 24, 35 & 36" properties added hereby, and shall be controlling as to all matters and issues in the condominium regime, as thus expanded, from and after the date of recordation of this Amendment.

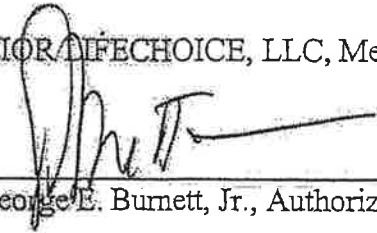
IN WITNESS WHEREOF, the Developer has caused this Fifth Amendment to the Condominium Declaration for Mallard Landing Condominium to be executed on its behalf the day and year first above written.

ATTEST:

MALLARD LANDING DEVELOPMENT GROUP, LLC

By: SENIOR LIFECHOICE, LLC, Member

Kelly L Collins

By:  (SEAL)
George E. Burnett, Jr., Authorized Agent

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this 10th day of May, 2000, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, personally appeared George E. Burnett, Jr., Authorized Agent of Senior LifeChoice, LLC, personally known to me (or satisfactorily proven) to be the person who executed the foregoing Third Amendment to Condominium Declaration on behalf of Senior LifeChoice, LLC, Member of Mallard Landing Development Group, LLC, who, being authorized to do so, acknowledged the foregoing instrument to be the act and deed of Mallard Landing Development Group, LLC, and that the same was executed for the purposes therein contained.

AS WITNESS my hand and seal, the day and year first above written.

Kelly L Collins
Notary Public

My Commission Expires:



APPROVAL OF
CITY ENGINEER
CITY OF SALISBURY
NON-APPLICABLE

PROPERTY DESCRIPTION OF THE REAL PROPERTY
IN MALLARD LANDING CONDOMINIUM

PHASE 23 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the west side of and binding upon South Schumaker Drive and more particularly described as follows: BEGINNING for the same at a point on the west right of way line of South Schumaker Drive at the southeast corner of the Phase 23 property herein described, same being the northeast corner of certain general common element property within the condominium; thence north $17^{\circ}56'58''$ west 60.28 feet to a point; thence along the curve described as curve 8 in the plat hereinafter referred to having a radius of 18.50 feet a distance of 30.74 feet to a point; thence along the curve described as curve 9 in the plat hereinafter referred to having a radius of 157.50 feet, a distance of 61.23 feet to a point; thence along a portion of the curve designated as curve 10 in the plat hereinafter referred to having a radius of 947.50 feet, a distance of 11.50 feet to a point and the common boundary line of the within described property with the Phase 24 property; thence south $46^{\circ}00'38''$ east 88.71 feet to a point; thence north $46^{\circ}53'53''$ east 51.93 feet to a point and the place of beginning; being more particularly described as the **Phase 23 property containing Unit A-123** on sheet 2 of 3 of that certain condominium plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated April 13, 2000, which condominium plat is recorded or intended to be recorded simultaneously herewith.

PHASE 24 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the south side of and binding upon Winding Way and more particularly described as follows: BEGINNING for the same at a point on the south right of way line of Winding Way at the northeast corner of the Phase 24 property herein described, same being the northwest corner of the Phase 23 property; thence along a portion of the curve designated as curve 10 in the plat hereinafter referred to having a radius of 947.50 feet, a distance of 61.66 feet to a point and the common boundary line with the Phase 25 property; thence south $52^{\circ}37'46''$ east 84.51 feet to a point; thence north $46^{\circ}53'53''$ east 103.87 feet to a point; thence north $46^{\circ}00'38''$ west 88.71 feet to a point and the place of beginning; being more particularly described as the **Phase 24 property containing Unit A-124** on sheet 2 of 3 of that certain condominium plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated April 13, 2000, which condominium plat is recorded or intended to be recorded simultaneously herewith.

PHASE 35 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the north side of and binding upon Winding Way and more particularly described as follows: BEGINNING for the same at a point on the northerly right of way line of Winding Way, at the southwest corner of the Phase 35 property herein described, same being the southeast corner of the Phase 34 property; thence along a portion of the curve designated as curve 14 in the plat hereinafter referred to having a radius of 163.00 feet, a distance of 101.05 feet to a point; thence north 33°54'56" west 90.11 feet to a point; thence south 58°21'45" west 46.04 feet to a point; thence south 04°17'32" west 78.95 feet to a point and the place of beginning; being more particularly described as the **Phase 35 property** containing **Unit A-135** on sheet 2 of 3 of that certain condominium plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated April 13, 2000, which condominium plat is recorded or intended to be recorded simultaneously herewith.

PHASE 36 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the north side of and binding upon Winding Way and more particularly described as follows: BEGINNING for the same at a point on the north right of way line of Winding Way aforesaid at the southwest corner of the Phase 36 property herein described, same being the southeast corner of the Phase 35 property; thence along a portion of the curve designated as curve 14 in the plat hereinafter referred to having a radius of 163.00 feet, a distance of 98.60 feet to a point; thence north 70°22'41" west 79.15 feet to a point; thence south 34°43'19" east 10.92 feet to a point; thence south 58°21'45" west 41.73 feet to a point; thence south 33°54'56" east 90.11 feet to a point and the place of beginning; being more particularly described as the **Phase 36 property** containing **Unit A-136** on sheet 2 of 3 of that certain condominium plat for "Mallard Landing", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated April 13, 2000, which condominium plat is recorded or intended to be recorded simultaneously herewith.

TWP 50 SURE &
RECORDING FEE 2.00
TOTAL 22.00
Rec'd W183 Acpt # 01000
MSB 0050 01k # 100
Mar 15, 2000 00429

Handwritten initials: All and S & D

MAY 15 2000

Received for Record _____ and
recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.

No. 1746 Folios 817-824

Handwritten signature: Mark S. Brown Clerk

SIXTH AMENDMENT TO CONDOMINIUM DECLARATION**For****MALLARD LANDING CONDOMINIUM****(An Expanding Condominium)****ADDING "PHASES 11 & 12"
TO THE CONDOMINIUM REGIME**

THIS SIXTH AMENDMENT TO CONDOMINIUM DECLARATION, made this 22nd day of September, 2000, by Mallard Landing Development Group, LLC, a Maryland limited liability company (hereinafter referred to as "Developer").

WHEREAS, Developer has previously executed a Condominium Declaration (the "Original Condominium Declaration") for Mallard Landing Condominium, dated September 15, 1998, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1629, Folio 387, et seq.; and has recorded a Condominium Plat (the "Original Condominium Plat"), entitled "Mallard Landing", dated September 15, 1998 (latest update) by Becker, Morgan, Moore, Olds & Richter, Inc., among said records in Liber M.S.B. No. 11, Folio 276-279, thereby submitting certain lands located in Salisbury, Wicomico County, State of Maryland, together with certain buildings and improvements constructed thereon, to a condominium regime pursuant to the provisions of the Condominium Act, §11-101, et seq. of the Real Property Article of the Annotated Code of Maryland;

WHEREAS, Developer has previously submitted certain additional lands, and the improvements thereon, to the condominium regime by executing and recording the following:

Plat / 13/65-66

(a) First Amendment to Condominium Declaration dated November 18, 1998, recorded among the aforesaid Land Records in Liber M.S.B. No. 1641, Folio 327, et seq., and a condominium plat for those phases dated November 11, 1998, and recorded as aforesaid in Liber M.S.B. No. 11, Folios 290-292;

(b) Second Amendment to Condominium Declaration dated June 11, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1685, Folio 145, et seq., and a condominium plat for those phases dated May 5, 1999 (latest update June 3, 1999), which was recorded as aforesaid in Liber M.S.B. No. 11, Folios 330-332;

(c) Third Amendment to Condominium Declaration dated November 17, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1717, Folio 301, et seq., and a condominium plat for those phases dated November 17, 1999, which was recorded as aforesaid in Plat Cabinet Liber M.S.B. No. 11, Folio 384, et seq.;

(d) Fourth Amendment to Condominium Declaration dated December 29, 1999, and recorded as aforesaid in Liber M.S.B. No. 1731, Folio 339, et seq.; and

(e) Fifth Amendment to Condominium Declaration dated May 10, 2000, and recorded as aforesaid in Liber M.S.B. 1746, Folio 817, et seq., and a condominium plat for those phases dated April 13, 2000, latest update dated April 19, 2000, which was recorded as aforesaid in Plat Cabinet liber M.S.B. No. 13, Folio 23, et seq.

WHEREAS, Developer in said Original Condominium Declaration reserved the right, pursuant to §11-120 of the Condominium Act, to submit certain additional lands to the condominium regime established by the Original Condominium Declaration; and

WHEREAS, Developer now wishes to submit to the condominium regime as "Phases 11 & 12" thereof, the land and property together with that certain building and improvements constructed thereon, more fully set forth in Exhibit "A" attached hereto.

NOW, THEREFORE, THIS SIXTH AMENDMENT TO CONDOMINIUM DECLARATION WITNESSETH: That Developer, for itself, its successors and assigns, does hereby expressly establish and declare the following:

1. Submission of Additional Property to the Condominium Regime.

The Developer hereby submits the "Phases 11 & 12" properties (set forth and described in Exhibit "A" attached hereto and incorporated herein by reference), together with the improvements thereon and all the rights and appurtenances thereto belonging to or in any manner appertaining, to the Mallard Landing condominium regime established by the Original Condominium Declaration. Each of the "Phases 11 & 12" properties submitted to the condominium regime by this Sixth Amendment contains a "Cottage Unit" and related common elements as more particularly described herein. The phases of the project submitted to the condominium regime by this Amendment are depicted on the Original Condominium Plat, and the property, building and units submitted by this Amendment are also more particularly shown and depicted on the Amendments to the Condominium Plat, entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 11 & 12" consisting of two sheets, prepared by Becker, Morgan, Moore, Olds & Richter, Inc., dated June 22, 2000, latest update dated July 6, 2000, a copy of which is recorded or intended to be recorded among the Wicomico County Land Records simultaneously herewith (herein, "Amended Plats").

2. Condominium Building and Units.

(a) Condominium Building. The condominium units are contained in a duplex building containing a total of two (2) Cottage Units. The location and configuration of the duplex building and the Cottage Units therein are more fully shown and designated on the Amended Plats. The Cottage Units are numbered as shown and designated on the Amended Plats.

(b) Condominium Units. Each Cottage Unit within the condominium regime is designated by a corresponding unit number as set forth on the Amended Plats and consists of an enclosed three-dimensional space, the perimeters, dimensions and locations of which are described in the Original Condominium Declaration and which are more fully shown and designated on the Amended Plats which are incorporated herein by reference.

(c) Limited Common Elements. Limited common elements appurtenant to the respective units are shown on the Amended Plats immediately adjacent to the units to which they are reserved.

3. Effect of Amendment; Percentage Interests and Votes Appurtenant to Units.

As provided in the Original Condominium Declaration, upon the recording of this instrument, the additional property submitted to the condominium regime hereby and the property previously submitted to the condominium regime shall be and constitute one and the same condominium regime, known as Mallard Landing Condominium, subject to and in accordance with the terms and provisions of the Original Condominium Declaration in all respects.

Without limiting the foregoing, each owner of a condominium unit and respective percentage interest in the condominium, as the same was constituted prior to the recordation of this instrument (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as his,

her, its or their interest may appear) shall have and be vested with an undivided interest in the common elements in the additional property submitted to the regime by this instrument equal to that set forth in Articles V and VI of the Original Condominium Declaration, applied as of a time immediately after the submission of the additional property to the condominium regime as provided herein.

As provided in Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have an undivided percentage interest in the common elements, common expenses and common profits of the condominium equal to that set forth in Articles V and VI of the Original Condominium Declaration. In accordance with Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have one (1) vote at meetings of the Council of Unit Owners and said one (1) vote is appurtenant to each unit.

4. Original Declaration Controlling.

Except as modified or amended by express provision herein or by necessary implication, the terms and provisions of the Original Condominium Declaration and the by-laws of the condominium shall apply to the entire condominium regime consisting of all phases previously submitted to the condominium regime and the "Phases 11 & 12" properties added hereby, and shall

be controlling as to all matters and issues in the condominium regime, as thus expanded, from and after the date of recordation of this Amendment.

IN WITNESS WHEREOF, the Developer has caused this Sixth Amendment to the Condominium Declaration for Mallard Landing Condominium to be executed on its behalf the day and year first above written.

ATTEST:

MALLARD LANDING DEVELOPMENT GROUP, LLC

By: SENIOR LIFECHOICE, LLC, Member

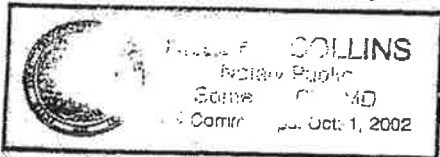
Kelly A Collins

By: Natalie Bounds (SEAL)
Natalie Bounds, Authorized Agent

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this ^{27th}~~22~~ day of September, 2000, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, personally appeared Natalie Bounds, Authorized Agent of Senior LifeChoice, LLC, personally known to me (or satisfactorily proven) to be the person who executed the foregoing Sixth Amendment to Condominium Declaration on behalf of Senior LifeChoice, LLC, Member of Mallard Landing Development Group, LLC, who, being authorized to do so, acknowledged the foregoing instrument to be the act and deed of Mallard Landing Development Group, LLC, and that the same was executed for the purposes therein contained.

AS WITNESS my hand and seal, the day and year first above written.



Kelly A Collins
Notary Public

My Commission Expires:

EXHIBIT "A"

PROPERTY DESCRIPTION OF THE REAL PROPERTY
IN MALLARD LANDING CONDOMINIUM

PHASE 11 PROPERTY

ALL that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the northwest side of and binding upon Winding Way and more particularly described as follows: BEGINNING for the same at a point on the northwest right of way line of Winding Way at the southeast corner of the Phase 11 property herein described, same being the southwest corner of the Phase 10 property within the condominium; thence along said Winding Way along a portion of the curve designated as curve 21 on the plat hereinafter referred to, having a radius of 77.50 feet, a distance of 17.81 feet to a point; thence south 34°07'54" west 33.62 feet to a point; thence north 55°47'05" west 88.33 feet to a point; thence north 34°06'23" east 69.76 feet to a point; thence south 44°13'51" east 92.30 feet to a point and the place of beginning; being more particularly described as the **Phase 11** property containing **Unit A-111** on sheet 2 of 2 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 11 & 12", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated June 22, 2000, latest update July 6, 2000, which condominium plat is recorded or intended to be recorded simultaneously herewith.

PHASE 12 PROPERTY

ALL that piece of parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the northwest side of and binding upon Winding Way and more particularly described as follows: BEGINNING for the same at a point on the southeast corner of the property herein described, same being the southwest corner of the Phase 11 property in the condominium; thence south 34°07'54" west 52.63 feet to a point; thence north 75°54'20" west 93.98 feet to a point; thence north 34°06'23" east 84.97 feet to a point; thence south 55°47'05" east 88.33 feet to a point and the place of beginning; being more particularly described as the **Phase 12** property containing **Unit A-112** on sheet 2 of 2 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 11 & 12", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated June 22, 2000, latest update July 6, 2000, which condominium plat is recorded or intended to be recorded simultaneously herewith.

| | |
|----------------|--------------|
| IMP AD SURE \$ | 2.00 |
| RECORDING FEE | 20.00 |
| TOTAL | 22.00 |
| Recd # 1123 | Sept # 24875 |
| *S.D. 0950 | D.L. # 120 |
| Set 24 2000 | 11:12 am |

SEP 26 2000

PLAWSDOCUMENTVHLIAREAL_EST02415030.027 Mallard Landing SixthAmendmentExAPhase 11&12.doc

Received for Record _____ and
recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.

No. 1771 Folios 651-657

Mark A. Brown Clerk

Handwritten signatures and initials

SEVENTH AMENDMENT TO CONDOMINIUM DECLARATION

For

MALLARD LANDING CONDOMINIUM

(An Expanding Condominium)

ADDING "PHASES 9, 10, 21 & 22"
TO THE CONDOMINIUM REGIME

THIS SEVENTH AMENDMENT TO CONDOMINIUM DECLARATION, made this 17th day of January, 2001, by Mallard Landing Development Group, LLC, a Maryland limited liability company (hereinafter referred to as "Developer").

WHEREAS, Developer has previously executed a Condominium Declaration (the "Original Condominium Declaration") for Mallard Landing Condominium, dated September 15, 1998, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1629, Folio 387, et seq.; and has recorded a Condominium Plat (the "Original Condominium Plat"), entitled "Mallard Landing", dated September 15, 1998 (latest update) by Becker, Morgan, Moore, Olds & Richter, Inc., among said records in Liber M.S.B. No. 11, Folio 276-279, thereby submitting certain lands located in Salisbury, Wicomico County, State of Maryland, together with certain buildings and improvements constructed thereon, to a condominium regime pursuant to the provisions of the Condominium Act, §11-101, et seq. of the Real Property Article of the Annotated Code of Maryland;

WHEREAS, Developer has previously submitted certain additional lands, and the improvements thereon, to the condominium regime by executing and recording the following:

- (a) First Amendment to Condominium Declaration dated November 18, 1998, recorded among the aforesaid Land Records in Liber M.S.B. No. 1641, Folio 327, et seq., and a

Plat 13/96-98

return to: LAWS & LAWS, P.A.
209 E. Main St., P.O. Box 75
Salisbury, Maryland 21803-0075

condominium plat for those phases dated November 11, 1998, and recorded as aforesaid in Liber M.S.B. No. 11, Folios 290-292;

(b) Second Amendment to Condominium Declaration dated June 11, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1685, Folio 145, et seq., and a condominium plat for those phases dated May 5, 1999 (latest update June 3, 1999), which was recorded as aforesaid in Liber M.S.B. No. 11, Folios 330-332;

(c) Third Amendment to Condominium Declaration dated November 17, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1717, Folio 301, et seq., and a condominium plat for those phases dated November 17, 1999, which was recorded as aforesaid in Plat Cabinet Liber M.S.B. No. 11, Folio 384, et seq.;

(d) Fourth Amendment to Condominium Declaration dated December 29, 1999, and recorded as aforesaid in Liber M.S.B. No. 1731, Folio 339, et seq.; and

(e) Fifth Amendment to Condominium Declaration dated May 10, 2000, and recorded as aforesaid in Liber M.S.B. 1746, Folio 817, et seq., and a condominium plat for those phases dated April 13, 2000, latest update dated April 19, 2000, which was recorded as aforesaid in Plat Cabinet liber M.S.B. No. 13, Folio 23, et seq.

(f) Sixth Amendment to Condominium Declaration dated September 22, 2000, and recorded as aforesaid in Liber M.S.B. 1771, Folio 651, et seq., and a condominium plat for those phases dated June 22, 2000, latest update dated July 6, 2000, which was recorded as aforesaid in Plat Cabinet liber M.S.B. No. 13, Folio 65, et seq.

WHEREAS, Developer in said Original Condominium Declaration reserved the right, pursuant to §11-120 of the Condominium Act, to submit certain additional lands to the condominium regime established by the Original Condominium Declaration; and

WHEREAS, Developer now wishes to submit to the condominium regime as "Phases 9, 10, 21 & 22" thereof, the land and property together with that certain building and improvements constructed thereon, more fully set forth in Exhibit "A" attached hereto. The Developer also adds and submits certain land to the condominium regime as General Common Element areas, which added property is more particularly described in "Exhibit A" as Items "F" and "G" thereof.

NOW, THEREFORE, THIS SEVENTH AMENDMENT TO CONDOMINIUM DECLARATION WITNESSETH: That Developer, for itself, its successors and assigns, does hereby expressly establish and declare the following:

1. Submission of Additional Property to the Condominium Regime.

The Developer hereby submits the "Phases 9, 10, 21 & 22" properties and certain additional lands as General Common Element areas (set forth and described in Exhibit "A" attached hereto and incorporated herein by reference), together with the improvements thereon and all the rights and appurtenances thereto belonging to or in any manner appertaining, to the Mallard Landing condominium regime established by the Original Condominium Declaration. Each of the "Phases 9, 10, 21 & 22" properties submitted to the condominium regime by this Seventh Amendment contains a "Cottage Unit" and related common elements as more particularly described herein. The phases of the project and certain additional lands as General Common Element area submitted to the condominium regime by this Amendment are depicted on the Original Condominium Plat, and the property, building and units submitted by this Amendment are also more particularly shown and depicted on the Amendments to the Condominium Plat, entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 9, 10, 21 & 22" consisting of three sheets, prepared by Becker, Morgan, Moore, Olds & Richter, Inc., dated December 26, 2000, latest update dated December 26, 2000, a

copy of which is recorded or intended to be recorded among the Wicomico County Land Records simultaneously herewith (herein, "Amended Plats").

2. **Condominium Building and Units.**

(a) **Condominium Building.** The condominium units are contained in two (2) duplex buildings containing a total of four (4) Cottage Units. The location and configuration of the duplex buildings and the Cottage Units therein are more fully shown and designated on the Amended Plats. The Cottage Units are numbered as shown and designated on the Amended Plats.

(b) **Condominium Units.** Each Cottage Unit within the condominium regime is designated by a corresponding unit number as set forth on the Amended Plats and consists of an enclosed three-dimensional space, the perimeters, dimensions and locations of which are described in the Original Condominium Declaration and which are more fully shown and designated on the Amended Plats which are incorporated herein by reference.

(c) **Limited Common Elements.** Limited common elements appurtenant to the respective units are shown on the Amended Plats immediately adjacent to the units to which they are reserved.

3. **Effect of Amendment; Percentage Interests and Votes Appurtenant to Units.**

As provided in the Original Condominium Declaration, upon the recording of this instrument, the additional property submitted to the condominium regime hereby and the property previously submitted to the condominium regime shall be and constitute one and the same condominium regime, known as Mallard Landing Condominium, subject to and in accordance with the terms and provisions of the Original Condominium Declaration in all respects.

Without limiting the foregoing, each owner of a condominium unit and respective percentage interest in the condominium, as the same was constituted prior to the recordation of this instrument (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as his,

her, its or their interest may appear) shall have and be vested with an undivided interest in the common elements in the additional property submitted to the regime by this instrument equal to that set forth in Articles V and VI of the Original Condominium Declaration, applied as of a time immediately after the submission of the additional property to the condominium regime as provided herein.

As provided in Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have an undivided percentage interest in the common elements, common expenses and common profits of the condominium equal to that set forth in Articles V and VI of the Original Condominium Declaration. In accordance with Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have one (1) vote at meetings of the Council of Unit Owners and said one (1) vote is appurtenant to each unit.

4. **Original Declaration Controlling.**

Except as modified or amended by express provision herein or by necessary implication, the terms and provisions of the Original Condominium Declaration and the by-laws of the condominium shall apply to the entire condominium regime consisting of all phases previously submitted to the condominium regime and the "Phases 9, 10, 21 & 22" properties added hereby, and shall be controlling as to all matters and issues in the condominium regime, as thus expanded, from and after the date of recordation of this Amendment.

IN WITNESS WHEREOF, the Developer has caused this Seventh Amendment to the Condominium Declaration for Mallard Landing Condominium to be executed on its behalf the day and year first above written.

ATTEST:

MALLARD LANDING DEVELOPMENT GROUP, LLC

By: SENIOR LIFECHOICE, LLC, Member

Maria A. Higley

By: *Natalie Bounds* (SEAL)
Natalie Bounds, Authorized Agent

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this 17th day of January, 2001, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, personally appeared Natalie Bounds, Authorized Agent of Senior LifeChoice, LLC, personally known to me (or satisfactorily proven) to be the person who executed the foregoing Sixth Amendment to Condominium Declaration on behalf of Senior LifeChoice, LLC, Member of Mallard Landing Development Group, LLC, who, being authorized to do so, acknowledged the foregoing instrument to be the act and deed of Mallard Landing Development Group, LLC, and that the same was executed for the purposes therein contained.

AS WITNESS my hand and seal, the day and year first above written.

Teresa J. Holtzapple
Notary Public

My Commission Expires: 11-4-03

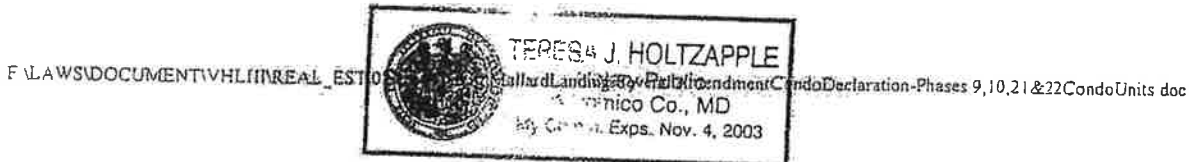


EXHIBIT "A"

PROPERTY DESCRIPTION OF THE REAL PROPERTY
IN MALLARD LANDING CONDOMINIUM

PHASE 9 PROPERTY

ALL that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the northwest side of and binding upon Winding Way and more particularly described as follows: BEGINNING for the same at a point on the northwest right of way line of Winding Way at the southeast corner of Item F of the General Common Element property of the condominium as described below, same being the northeast corner of the Phase 9 property herein described; thence along Winding Way along a portion of the curve designated as curve 23 having a radius of 677.50 feet, a distance of 61.40 feet to a point; thence south $10^{\circ}13'00''$ west 5.15 feet to a point; thence along a curve described as curve 22 on the plat hereinafter referred to having a radius of 12.50 feet a distance of 19.63 feet to a point; thence north $79^{\circ}47'00''$ west 8.81 feet to a point; thence along a portion of the curve designated as curve 21 on the plat hereinafter referred to having a radius of 77.50 feet, for a distance of 24.49 feet to a point and the southeast corner of the Phase 10 property within the condominium as below described; thence north $19^{\circ}10'31''$ west 91.13 feet to a point; thence north $62^{\circ}30'18''$ east 41.84 feet to a point; thence south $67^{\circ}53'46''$ east 72.14 feet to a point and the place of the beginning; being more particularly described as the **Phase 9** property containing **Unit A-109** on sheet 2 of 3 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 9, 10, 21 & 22", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated December 26, 2000, latest update December 26, 2000, which condominium plat is recorded or intended to be recorded simultaneously herewith.

PHASE 10 PROPERTY

ALL that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the northwest side of and binding upon Winding Way and more particularly described as follows: BEGINNING for the same at a point on the northwest right of way line of Winding Way at the southeast corner of the Phase 10 property herein described, same being the southwest corner of the Phase 9 property within the condominium as above described; thence along Winding Way along a portion of the curve designated as curve 21 on the plat hereinafter referred to having a radius of 77.50 feet, a distance of 47.09 feet to a point and the southeast corner of the Phase 11 property within the condominium; thence north $44^{\circ}13'51''$ west 92.30 feet to a point; thence north $62^{\circ}30'18''$ east 74.01 feet to a point; thence south $19^{\circ}10'31''$ east 91.13 feet to a point and the place of the beginning; being more particularly described as the **Phase 10** property containing **Unit A-110** on sheet 2 of 3 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 9, 10, 21 & 22", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated December 26, 2000, latest update December 26, 2000, which condominium plat is recorded or intended to be recorded simultaneously herewith.

PHASE 21 PROPERTY

ALL that piece of parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the south side of and binding upon Winding Way and more particularly described as follows: BEGINNING for the same at a point on the northwest corner of the property herein described, same being the northeast corner of the Phase 20 property in the condominium; thence along a portion of the curve designated as curve 16 on the plat hereinafter referred to having a radius of 352.50 feet, a distance of 37.43 feet to a point; thence along a portion of the curve designated as curve 15 on the plat hereinafter referred to having a radius of 193.00 feet, a distance of 26.75 feet to a point, and the northwest corner of the Phase 22 property described herein below; thence south $00^{\circ}41'59''$ east 87.39 feet to a point; thence north $83^{\circ}26'29''$ west 80.95 feet to a point; thence north $10^{\circ}36'33''$ east 84.12 feet to a point and the place of the beginning; being more particularly described as the **Phase 21** property containing **Unit A-121** on sheet 2 of 3 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 9, 10, 21 & 22", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated December 26, 2000, latest update December 26, 2000, which condominium plat is recorded or intended to be recorded simultaneously herewith.

PHASE 22 PROPERTY

ALL that piece of parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the south side of and binding upon Winding Way and more particularly described as follows: BEGINNING for the same at a point on the northwest corner of the property herein described, same being the northeast corner of the Phase 21 property in the condominium; thence along a portion of the curve designated as curve 15 on the plat hereinafter referred to having a radius of 193.00 feet, a distance of 67.53 feet to a point; thence south $02^{\circ}17'16''$ east 111.62 feet to a point; thence north $83^{\circ}26'29''$ west 69.02 feet to a point; thence north $00^{\circ}41'59''$ west 87.39 feet to a point and the place of the beginning; being more particularly described as the **Phase 22** property containing **Unit A-122** on sheet 2 of 3 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 9, 10, 21 & 22", made by Becker, Morgan, Moore, Olds & Richter, Inc., dated December 26, 2000, latest update December 26, 2000, which condominium plat is recorded or intended to be recorded simultaneously herewith.

GENERAL COMMON ELEMENT PROPERTY

All those pieces or parcels of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and more particularly described as follows:

Item F: Beginning for the same at a point on the northwest side of and binding upon Winding Way on the plat hereinafter referred to, said point of beginning being the northeasterly most point of the within described Item F property, said point of beginning being also the southwest corner of the Phase 8 property within the condominium; thence along a portion of the

curve designated as curve 23 on the plat hereinafter referred to having a radius of 677.50 feet, a distance of 10.04 feet to a point; thence north 67°53'46" west 72.14 feet to a point; thence south 62°30'18" west 115.85 feet to a point; thence south 34°06'23" west 154.73 feet to a point; thence north 55°53'37" west 75.00 feet to a point and the boundary of the Highland Park Subdivision; thence north 34°06'23" east 239.20 feet to a point and the northwest corner of Item D of the General Common Element property within the condominium; thence south 67°53'46" east a distance of 107.39 feet and in the same direction 94.74 feet for a total of 202.13 feet to a point on the northwest side of Winding Way and the place of the beginning; being a portion of the General Common Elements of the Mallard Landing Condominium and being more particularly shown and designated as "General Common Element-Item F" on sheet 2 of 3 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 9, 10 21 & 22 dated December 26, 2000, latest update December 26, 2000, which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

Item G: Beginning for the same at a point on the south side of and binding upon Winding Way, said point of beginning being the northwesterlymost point of the Item G General Common Element property herein described, and also being the northeast corner of the Phase 22 property within the condominium; thence along a portion of the curve designated as curve 15 on the plat hereinafter referred to having a radius of 193.00 feet, a distance of 10.56 feet to a point; thence south 06°50'37" east 190.29 feet to a point and the northerly right-of-way line of Johnson Road; thence along a curve designated as curve 29 on the plat hereinafter referred to having a radius of 657.47 feet, a distance of 101.55 feet to a point; thence north 79°46'27" west 89.19 feet to a point and the property identified as Item E of the General Common Element property within the condominium; thence north 10°36'33" east 65.00 feet to a point; thence south 83°26'29" east 149.97 feet to a point; thence north 02°17'16" west 111.62 feet to a point and the place of the beginning, being a portion of the General Common Elements of Mallard Landing Condominium and being more particularly shown and designated as "General Common Element-Item G" on sheet 2 of 3 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 9, 10 21 & 22 dated December 26, 2000, latest update December 26, 2000, which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

F:\LA WS\DOCUMENT\VHLIII\REAL_EST\02415030 031 MallardLandingSeventhAmendment\ExA\Phase9,10,21&22 doc

received for Record JAN 17 2001 and
recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.
No. 1791 Folios 684-692
Mad S. Bowe Clerk

SEARCHED
SERIALIZED
INDEXED
FILED
JAN 17 2001
FBI - WICOMICO

net: L+L

EIGHTH AMENDMENT TO CONDOMINIUM DECLARATION

For

MALLARD LANDING CONDOMINIUM**(An Expanding Condominium)****ADDING "PHASE 13 & 14 and ITEM H
OF GENERAL COMMON ELEMENTS"
TO THE CONDOMINIUM REGIME**

THIS EIGHTH AMENDMENT TO CONDOMINIUM DECLARATION, made this 19th day of March, 2001, by Mallard Landing Development Group, LLC, a Maryland limited liability company (hereinafter referred to as "Developer").

WHEREAS, Developer has previously executed a Condominium Declaration (the "Original Condominium Declaration") for Mallard Landing Condominium, dated September 15, 1998, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1629, Folio 387, et seq.; and has recorded a Condominium Plat (the "Original Condominium Plat"), entitled "Mallard Landing", dated September 15, 1998 (latest update) by Becker, Morgan, Moore, Olds & Richter, Inc., among said records in Liber M.S.B. No. 11, Folio 276-279, thereby submitting certain lands located in Salisbury, Wicomico County, State of Maryland, together with certain buildings and improvements constructed thereon, to a condominium regime pursuant to the provisions of the Condominium Act, §11-101, et seq. of the Real Property Article of the Annotated Code of Maryland;

WHEREAS, Developer has previously submitted certain additional lands, and the improvements thereon, to the condominium regime by executing and recording the following:

(a) First Amendment to Condominium Declaration dated November 18, 1998, recorded among the aforesaid Land Records in Liber M.S.B. No. 1641, Folio 327, et seq., and a condominium plat for those phases dated November 11, 1998, and recorded as aforesaid in Plat Cabinet M.S.B. No. 11, Folios 290-292;

(b) Second Amendment to Condominium Declaration dated June 11, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1685, Folio 145, et seq., and a condominium plat for those phases dated May 5, 1999 (latest update June 3, 1999), which was recorded as aforesaid in Plat Cabinet M.S.B. No. 11, Folios 330-332;

(c) Third Amendment to Condominium Declaration dated November 17, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1717, Folio 301, et seq., and a condominium plat for those phases dated November 17, 1999, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 11, Folio 384, et seq.;

(d) Fourth Amendment to Condominium Declaration dated December 29, 1999, and recorded as aforesaid in Plat Cabinet M.S.B. No. 1731, Folio 339, et seq.;

(e) Fifth Amendment to Condominium Declaration dated May 10, 2000, and recorded as aforesaid in Liber M.S.B. 1746, Folio 817, et seq., and a condominium plat for those phases dated April 13, 2000, latest update dated April 19, 2000, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folio 23, et seq.;

(f) Sixth Amendment to Condominium Declaration dated September 22, 2000, and recorded as aforesaid in Liber M.S.B. 1771, Folio 651, et seq., and a condominium plat for those phases dated June 22, 2000, latest update dated July 6, 2000, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folio 65, et seq.;

(g) Seventh Amendment to Condominium Declaration dated January 17, 2001, and recorded as aforesaid in Liber M.S.B. 1791, Folio 684, et seq., and a condominium plat for those phases dated June 22, 2000, latest update dated July 6, 2000, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folio 65, et seq.;

WHEREAS, Developer in said Original Condominium Declaration reserved the right, pursuant to §11-120 of the Condominium Act, to submit certain additional lands to the condominium regime established by the Original Condominium Declaration; and

WHEREAS, Developer now wishes to submit to the condominium regime as "Phase 13 and 14" thereof, the land and property together with that certain building and improvements constructed thereon, more fully set forth in Exhibit "A" attached hereto. The Developer also adds and submits certain land to the condominium regime as General Common Element areas, which added property is more particularly described in Exhibit "A" as "Item H" thereof.

NOW, THEREFORE, THIS EIGHTH AMENDMENT TO CONDOMINIUM DECLARATION WITNESSETH: That Developer, for itself, its successors and assigns, does hereby expressly establish and declare the following:

1. Submission of Additional Property to the Condominium Regime.

The Developer hereby submits the "Phase 13 and 14" properties and certain additional lands as General Common Element areas (set forth and described in Exhibit "A" attached hereto and incorporated herein by reference), together with the improvements thereon and all the rights and appurtenances thereto belonging to or in any manner appertaining, to the Mallard Landing condominium regime established by the Original Condominium Declaration. The "Phase 13 and 14" properties submitted to the condominium regime by this Seventh Amendment each contain a

“Cottage Unit” and related common elements as more particularly described herein. The phases of the project and certain additional lands as General Common Element area submitted to the condominium regime by this Amendment are depicted on the Original Condominium Plat, and the property, building and units submitted by this Amendment are also more particularly shown and depicted on the Amendments to the Condominium Plat, entitled “Mallard Landing, Condominium Plat, Parcel One, Phases 13 and 14” consisting of three sheets, prepared by Becker Morgan Group, dated February 26, 2001, latest update dated March 12, 2001, a copy of which is recorded or intended to be recorded among the Wicomico County Land Records simultaneously herewith (herein, “Amended Plats”).

2. **Condominium Building and Units.**

(a) **Condominium Building.** The condominium units are contained in one (1) duplex building containing a total of two (2) Cottage Units. The location and configuration of the duplex building and the Cottage Units therein are more fully shown and designated on the Amended Plats. The Cottage Units are numbered as shown and designated on the Amended Plats.

(b) **Condominium Units.** Each Cottage Unit within the condominium regime is designated by a corresponding unit number as set forth on the Amended Plats and consists of an enclosed three-dimensional space, the perimeters, dimensions and locations of which are described in the Original Condominium Declaration and which are more fully shown and designated on the Amended Plats which are incorporated herein by reference.

(c) **Limited Common Elements.** Limited common elements appurtenant to the respective units are shown on the Amended Plats immediately adjacent to the units to which they are reserved.

3. Effect of Amendment; Percentage Interests and Votes Appurtenant to Units.

As provided in the Original Condominium Declaration, upon the recording of this instrument, the additional property submitted to the condominium regime hereby and the property previously submitted to the condominium regime shall be and constitute one and the same condominium regime, known as Mallard Landing Condominium, subject to and in accordance with the terms and provisions of the Original Condominium Declaration in all respects.

Without limiting the foregoing, each owner of a condominium unit and respective percentage interest in the condominium, as the same was constituted prior to the recordation of this instrument (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as his, her, its or their interest may appear) shall have and be vested with an undivided interest in the common elements in the additional property submitted to the regime by this instrument equal to that set forth in Articles V and VI of the Original Condominium Declaration, applied as of a time immediately after the submission of the additional property to the condominium regime as provided herein.

As provided in Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have an undivided percentage interest in the common elements, common expenses and common profits of the condominium equal to that set forth in Articles V and VI of the Original Condominium Declaration. In accordance with Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall

have one (1) vote at meetings of the Council of Unit Owners and said one (1) vote is appurtenant to each unit.

4. Original Declaration Controlling.

Except as modified or amended by express provision herein or by necessary implication, the terms and provisions of the Original Condominium Declaration and the by-laws of the condominium shall apply to the entire condominium regime consisting of all phases previously submitted to the condominium regime and the "Phases 13 and 14" properties added hereby, and shall be controlling as to all matters and issues in the condominium regime, as thus expanded, from and after the date of recordation of this Amendment.

IN WITNESS WHEREOF, the Developer has caused this Eighth Amendment to the Condominium Declaration for Mallard Landing Condominium to be executed on its behalf the day and year first above written.

ATTEST:

MALLARD LANDING DEVELOPMENT GROUP, LLC

By: SENIOR LIFECHOICE, LLC, Member

Travis C. Healy

By: *Natalie Bounds* (SEAL)
Natalie Bounds, Authorized Agent

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this 19th day of March, 2001, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, personally appeared Natalie Bounds, Authorized Agent of Senior LifeChoice, LLC, personally known to me (or satisfactorily proven) to be the person who executed the foregoing Sixth Amendment to Condominium Declaration on behalf of Senior LifeChoice, LLC, Member of Mallard Landing Development Group, LLC, who, being authorized to do so, acknowledged the foregoing instrument to be the act and deed of Mallard Landing Development Group, LLC, and that the same was executed for the purposes therein contained.

AS WITNESS my hand and seal, the day and year first above written.

Mary Lou Parsons
Notary Public



My Commission Expires:
4-1-02

EXHIBIT "A"

PROPERTY DESCRIPTION OF THE REAL PROPERTY
IN MALLARD LANDING CONDOMINIUM

PHASE 13 PROPERTY

ALL that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the west side of and binding upon Winding Way and more particularly described as follows: BEGINNING for the same on the west side of and binding upon Winding Way at a point at the southwest corner of the Phase 12 property within the condominium, said point of beginning being the easternmost point of the Phase 13 property herein described; thence along a portion of the curve described as curve 20 on the plat hereinafter referred to having a radius of 57.50 feet, an arc or distance of 44.27 feet to a point and the easternmost point in the Phase 14 property described below; thence south $74^{\circ}13'35''$ west 127.09 feet to a point and the general common element property identified as Item H; thence by and with the Item H property north $48^{\circ}12'18''$ west 22.81 feet to a point; thence north $34^{\circ}06'23''$ east 102.00 feet to a point and the northwest corner of the Phase 12 property; thence by and with the Phase 12 property south $75^{\circ}54'20''$ east 93.98 feet to a point and the place of the beginning; being more particularly described as the Phase 13 property containing Unit A-113 on sheet 2 of 3 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 13 and 14", made by Becker Morgan Group, dated February 26, 2001, latest update dated March 12, 2001, which condominium plat is recorded or intended to be recorded simultaneously herewith.

PHASE 14 PROPERTY

ALL that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the west side of and binding upon Winding Way and more particularly described as follows: BEGINNING for the same at a point on the west side of Winding Way at the southeast corner of the Phase 13 property herein described, same being the northeast corner of the Phase 14 property described herein; thence from said point of beginning along a portion of the curve designated as curve 20 on the plat hereinafter referred to having a radius of 57.50 feet, an arc or distance of 33.92 feet to a point and the Phase 15 property within the condominium; thence by and with the Phase 15 property south $37^{\circ}01'10''$ west 162.35 feet to a point and the southeast corner of the general common element property identified as Item "H" as herein described; thence by and with the Item H property north $48^{\circ}12'18''$ west 107.24 feet to a point and the Phase 13 property as described hereinabove; thence by and with the Phase 13 property north $74^{\circ}13'35''$ east 127.09 feet to a point and the place of the beginning; being more particularly described as the Phase 14 property containing Unit A-114 on sheet 2 of 3 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 13 and 14", made by Becker Morgan Group,

dated February 26, 2001, latest update dated March 12, 2001, which condominium plat is recorded or intended to be recorded simultaneously herewith.

GENERAL COMMON ELEMENT PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and more particularly described as follows:

Item H: Beginning for the same at a point on the west side of but not binding upon Winding Way on the plat hereinafter referred to, said point of beginning being the point at the end of the fourth course of the Phase 13 property within the condominium as described hereinabove, same being the northerlymost point of the Phase 13 property, and said point of beginning being also the westerlymost point of the Phase 12 property at its intersection with the southeast corner of the General Common Element property identified as Item "F"; and thence from said point of beginning south 34°06'23" west a distance of 102.00 feet to a point; thence south 48°12'18" east a distance of 130.05 feet to a point; thence south 37°01'10" west for a distance of 66.90 feet to a point and the northerly right-of-way line of Johnson Road; thence along a portion of the curve designated as curve 30 on the plat hereinafter referred to having a radius of 1364.94 feet, an arc or distance of 46.48 feet to a point; thence north 66°02'37" west a distance of 157.34 feet to a point and the southeasterly corner of Highland Park Subdivision; thence by and with the Highland Park Subdivision boundary north 34°06'23" east a distance of 222.92 feet to a point and the southwest corner of the property identified as Item "F" of the General Common Element property within the condominium; thence by and with the Item "F" property south 55°53'37" east a distance of 75.00 feet to a point and the place of the beginning; being a portion of the General Common Elements of the Mallard Landing Condominium and being more particularly shown and designated as "General Common Element-Item H" on sheet 2 of 3 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 13 and 14", made by Becker Morgan Group, dated February 26, 2001, latest update dated March 12, 2001, which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

| | |
|---------------|-------------|
| LAND SURVEY | 5.00 |
| RECORDING FEE | 20.00 |
| TOTAL | 25.00 |
| REC'D MIBS | RCF # 28391 |
| MSP # 4406 | DLK # 1001 |
| Mar 20 2001 | 03:55 PM |

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Del Laws

Received for Record MAR 20 2001 and recorded in the Land Records of Wicomico County, Maryland in Liber M.S.B. No. 1803 Folios 573-581

Mark S. Brown Clerk

NINTH AMENDMENT TO CONDOMINIUM DECLARATION

For

MALLARD LANDING CONDOMINIUM

(An Expanding Condominium)

**ADDING "PHASE 15 & 16 and ITEM I
OF GENERAL COMMON ELEMENTS"
TO THE CONDOMINIUM REGIME**

THIS NINTH AMENDMENT TO CONDOMINIUM DECLARATION, made this 6th day of August, 2001, by Mallard Landing Development Group, LLC, a Maryland limited liability company (hereinafter referred to as "Developer").

WHEREAS, Developer has previously executed a Condominium Declaration (the "Original Condominium Declaration") for Mallard Landing Condominium, dated September 15, 1998, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1629, Folio 387, et seq.; and has recorded a Condominium Plat (the "Original Condominium Plat"), entitled "Mallard Landing", dated September 15, 1998 (latest update) by Becker, Morgan, Moore, Olds & Richter, Inc., among said records in Liber M.S.B. No. 11, Folio 276-279, thereby submitting certain lands located in Salisbury, Wicomico County, State of Maryland, together with certain buildings and improvements constructed thereon, to a condominium regime pursuant to the provisions of the Condominium Act, §11-101, et seq. of the Real Property Article of the Annotated Code of Maryland;

WHEREAS, Developer has previously submitted certain additional lands, and the improvements thereon, to the condominium regime by executing and recording the following:

*0 21-4
15B 14-2-4*

(a) First Amendment to Condominium Declaration dated November 18, 1998, recorded among the aforesaid Land Records in Liber M.S.B. No. 1641, Folio 327, et seq., and a condominium plat for those phases dated November 11, 1998, and recorded as aforesaid in Plat Cabinet M.S.B. No. 11, Folios 290-292;

(b) Second Amendment to Condominium Declaration dated June 11, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1685, Folio 145, et seq., and a condominium plat for those phases dated May 5, 1999 (latest update June 3, 1999), which was recorded as aforesaid in Plat Cabinet M.S.B. No. 11, Folios 330-332;

(c) Third Amendment to Condominium Declaration dated November 17, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1717, Folio 301, et seq., and a condominium plat for those phases dated November 17, 1999, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 11, Folio 384, et seq.;

(d) Fourth Amendment to Condominium Declaration dated December 29, 1999, and recorded as aforesaid in Plat Cabinet M.S.B. No. 1731, Folio 339, et seq.;

(e) Fifth Amendment to Condominium Declaration dated May 10, 2000, and recorded as aforesaid in Liber M.S.B. 1746, Folio 817, et seq., and a condominium plat for those phases dated April 13, 2000, latest update dated April 19, 2000, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folio 23, et seq.;

(f) Sixth Amendment to Condominium Declaration dated September 22, 2000, and recorded as aforesaid in Liber M.S.B. 1771, Folio 651, et seq., and a condominium plat for those phases dated June 22, 2000, latest update dated July 6, 2000, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folio 65, et seq.;

(g) Seventh Amendment to Condominium Declaration dated January 17, 2001, and recorded as aforesaid in Liber M.S.B. 1791, Folio 684, et seq., and a condominium plat for those phases dated June 22, 2000, latest update dated July 6, 2000, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folio 65, et seq.;

(h) Eighth Amendment to Condominium Declaration dated March 19, 2001, and recorded as aforesaid in Liber M.S.B. 1803, Folio 573, et seq., and a condominium plat for those phases dated February 26, 2001, latest update dated March 12, 2001, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folios 115-117;

WHEREAS, Developer in said Original Condominium Declaration reserved the right, pursuant to §11-120 of the Condominium Act, to submit certain additional lands to the condominium regime established by the Original Condominium Declaration; and

WHEREAS, Developer now wishes to submit to the condominium regime as "Phase 15 and 16" thereof, the land and property together with that certain building and improvements constructed thereon, more fully set forth in Exhibit "A" attached hereto. The Developer also adds and submits certain land to the condominium regime as General Common Element areas, which added property is more particularly described in Exhibit "A" as "Item I" thereof.

NOW, THEREFORE, THIS NINTH AMENDMENT TO CONDOMINIUM DECLARATION WITNESSETH: That Developer, for itself, its successors and assigns, does hereby expressly establish and declare the following:

1. Submission of Additional Property to the Condominium Regime.

The Developer hereby submits the "Phase 15 and 16" properties and certain additional lands as General Common Element areas (set forth and described in Exhibit "A" attached hereto and

incorporated herein by reference), together with the improvements thereon and all the rights and appurtenances thereto belonging to or in any manner appertaining, to the Mallard Landing condominium regime established by the Original Condominium Declaration. The "Phase 15 and 16" properties submitted to the condominium regime by this Ninth Amendment each contain a "Cottage Unit" and related common elements as more particularly described herein. The phases of the project and certain additional lands as General Common Element area submitted to the condominium regime by this Amendment are depicted on the Original Condominium Plat, and the property, building and units submitted by this Amendment are also more particularly shown and depicted on the Amendments to the Condominium Plat, entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 15 and 16" consisting of three sheets, prepared by Becker Morgan Group, dated April 7, 2001, latest update dated April 7, 2001, a copy of which is recorded or intended to be recorded among the Wicomico County Land Records simultaneously herewith (herein, "Amended Plats").

2. **Condominium Building and Units.**

(a) **Condominium Building.** The condominium units are contained in one (1) duplex building containing a total of two (2) Cottage Units. The location and configuration of the duplex building and the Cottage Units therein are more fully shown and designated on the Amended Plats. The Cottage Units are numbered as shown and designated on the Amended Plats.

(b) **Condominium Units.** Each Cottage Unit within the condominium regime is designated by a corresponding unit number as set forth on the Amended Plats and consists of an enclosed three-dimensional space, the perimeters, dimensions and locations of which are described

in the Original Condominium Declaration and which are more fully shown and designated on the Amended Plats which are incorporated herein by reference.

(c) Limited Common Elements. Limited common elements appurtenant to the respective units are shown on the Amended Plats immediately adjacent to the units to which they are reserved.

3. Effect of Amendment; Percentage Interests and Votes Appurtenant to Units.

As provided in the Original Condominium Declaration, upon the recording of this instrument, the additional property submitted to the condominium regime hereby and the property previously submitted to the condominium regime shall be and constitute one and the same condominium regime, known as Mallard Landing Condominium, subject to and in accordance with the terms and provisions of the Original Condominium Declaration in all respects.

Without limiting the foregoing, each owner of a condominium unit and respective percentage interest in the condominium, as the same was constituted prior to the recordation of this instrument (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as his, her, its or their interest may appear) shall have and be vested with an undivided interest in the common elements in the additional property submitted to the regime by this instrument equal to that set forth in Articles V and VI of the Original Condominium Declaration, applied as of a time immediately after the submission of the additional property to the condominium regime as provided herein.

As provided in Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have an

undivided percentage interest in the common elements, common expenses and common profits of the condominium equal to that set forth in Articles V and VI of the Original Condominium Declaration. In accordance with Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have one (1) vote at meetings of the Council of Unit Owners and said one (1) vote is appurtenant to each unit.

4. Original Declaration Controlling.

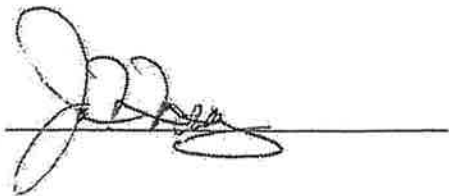
Except as modified or amended by express provision herein or by necessary implication, the terms and provisions of the Original Condominium Declaration and the by-laws of the condominium shall apply to the entire condominium regime consisting of all phases previously submitted to the condominium regime and the "Phases 15 and 16" properties and general common element areas added hereby, and shall be controlling as to all matters and issues in the condominium regime, as thus expanded, from and after the date of recordation of this Amendment.

IN WITNESS WHEREOF, the Developer has caused this Ninth Amendment to the Condominium Declaration for Mallard Landing Condominium to be executed on its behalf the day and year first above written.

ATTEST:

MALLARD LANDING DEVELOPMENT
GROUP, LLC

By: SENIOR LIFECHOICE, LLC, Member



By:  (SEAL)
Gregory M. Stevens, President

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Chester :

I HEREBY CERTIFY, that on this 10th day of August, 2001, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, personally appeared Gregory M. Stevens, President of Senior LifeChoice, LLC, personally known to me (or satisfactorily proven) to be the person who executed the foregoing Ninth Amendment to Condominium Declaration on behalf of Senior LifeChoice, LLC, Member of Mallard Landing Development Group, LLC, who, being authorized to do so, acknowledged the foregoing instrument to be the act and deed of Senior LifeChoice, LLC, Member of Mallard Landing Development Group, LLC, and that the same was executed for the purposes therein contained.

AS WITNESS my hand and seal, the day and year first above written.

Nicole Cianci Taylor

Notary Public

My Commission Expires:

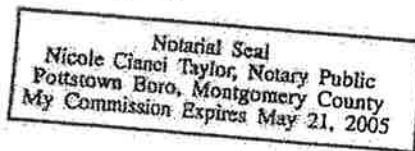


EXHIBIT "A"

**PROPERTY DESCRIPTION OF THE REAL PROPERTY
IN MALLARD LANDING CONDOMINIUM**

PHASE 15 PROPERTY

ALL that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the west side of and binding upon Winding Way and more particularly described as follows: BEGINNING for the same on the west side of and binding upon Winding Way at a point at the southeast corner of the Phase 14 property within the condominium, said point of beginning being the northwesternmost point of the Phase 15 property herein described; thence along a portion of the curve described as curve 20 on the plat hereinafter referred to having a radius of 57.50 feet an arc or distance of 39.86 feet to a point; thence south 83°29'32" east a distance of 6.92 feet to a point and the northwest corner of the Phase 16 property described below; thence south 06°30'28" west a distance of 87.88 feet to a point and the lands more particularly described as general common element property identified as Item I; thence north 71°52'58" west a distance of 94.04 feet to a point; thence north 37°01'10" east a distance of 162.35 feet to a point and the place of the beginning; being more particularly described as the **Phase 15** property containing **Unit A-115** on sheet 2 of 3 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 15 and 16", made by Becker Morgan Group, dated April 7, 2001, latest update dated May 7, 2001, which condominium plat is recorded or intended to be recorded simultaneously herewith.

PHASE 16 PROPERTY

ALL that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the west side of and binding upon Winding Way and more particularly described as follows: BEGINNING for the same at a point on the west side of Winding Way at the southeast corner of the Phase 15 property above described, said point of beginning being the northwest corner of the Phase 16 property herein described; thence south 83°29'32" east a distance of 88.24 feet to a point and the northwest corner of the property within the condominium, thence south 06°30'28" west a distance of 99.21 feet to a point and the general common element property identified as Item "I" as herein described; thence north 71°52'58" west a distance of 150.35 feet to a point; thence north 06°30'28" east a distance of 87.88 feet to a point and the place of the beginning; being more particularly described as the **Phase 16** property containing **Unit A-116** on sheet 2 of 3 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 15 and 16", made by Becker Morgan Group, dated April 7, 2001, latest update dated May 7, 2001, which condominium plat is recorded or intended to be recorded simultaneously herewith.

GENERAL COMMON ELEMENT PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and more particularly described as follows:

Item I: Beginning for the same at a point on the south side of but not binding upon Winding Way on the plat hereinafter referred to, said point of beginning being the point at the end of the third course of the Phase 15 property within the condominium as described hereinabove, same being the southwesterlymost point of the Phase 15 property, and the northwesterlymost point of the General Common Element Property identified as Item "I" being described herein; thence from said point of beginning, south 71°52'58" east a distance of 150.35 feet to a point; thence south 14°36'54" west to a point and the right-of-way line of Johnson Road; thence along a portion of the curve designated as curve 30 on the plat hereinafter referred to having a radius of 1364.94 feet, an arc or distance of 280.62 feet to a point and the southerlymost point of the General Common Element Property identified as Item "H" on the plate hereinafter referred to; thence by and with the Item "H" property north 37°01'10" east a distance of 66.90 feet to a point and the place of the beginning; being a portion of the General Common Elements of the Mallard Landing Condominium and being more particularly shown and designated as "General Common Element-Item I" on sheet 2 of 3 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 15 and 16", made by Becker Morgan Group, dated April 7, 2001, latest update dated May 7, 2001, which condominium plat is recorded or intended to be recorded simultaneously herewith.

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Del Laws attip

Received for Record AUG - 8 2001 and recorded in the Land Records of Wicomico County, Maryland in Liber M.S.B. No. 1842 Folios 829-83 7
Madison Clerk

IMP FD SURE # 5.00
RECORDING FEE 20.00
TOTAL 25.00
Res# N183 Reft # 21966
MSB 6134 BIK # 731
AUG 08 2001 04:17 #8

TENTH AMENDMENT TO CONDOMINIUM DECLARATION

For

MALLARD LANDING CONDOMINIUM

(An Expanding Condominium)

**ADDING "PHASE 17 & 18 and ITEM J
OF GENERAL COMMON ELEMENTS"
TO THE CONDOMINIUM REGIME**

THIS TENTH AMENDMENT TO CONDOMINIUM DECLARATION, made this 22nd day of August, 2001, by Mallard Landing Development Group, LLC, a Maryland limited liability company (hereinafter referred to as "Developer").

WHEREAS, Developer has previously executed a Condominium Declaration (the "Original Condominium Declaration") for Mallard Landing Condominium, dated September 15, 1998, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1629, Folio 387, et seq.; and has recorded a Condominium Plat (the "Original Condominium Plat"), entitled "Mallard Landing", dated September 15, 1998 (latest update) by Becker, Morgan, Moore, Olds & Richter, Inc., among said records in Liber M.S.B. No. 11, Folio 276-279, thereby submitting certain lands located in Salisbury, Wicomico County, State of Maryland, together with certain buildings and improvements constructed thereon, to a condominium regime pursuant to the provisions of the Condominium Act, §11-101, et seq. of the Real Property Article of the Annotated Code of Maryland;

WHEREAS, Developer has previously submitted certain additional lands, and the improvements thereon, to the condominium regime by executing and recording the following:

Plat for 1845

- (a) First Amendment to Condominium Declaration dated November 18, 1998, recorded among the aforesaid Land Records in Liber M.S.B. No. 1641, Folio 327, et seq., and a condominium plat for those phases dated November 11, 1998, and recorded as aforesaid in Plat Cabinet M.S.B. No. 11, Folios 290-292;
- (b) Second Amendment to Condominium Declaration dated June 11, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1685, Folio 145, et seq., and a condominium plat for those phases dated May 5, 1999 (latest update June 3, 1999), which was recorded as aforesaid in Plat Cabinet M.S.B. No. 11, Folios 330-332;
- (c) Third Amendment to Condominium Declaration dated November 17, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1717, Folio 301, et seq., and a condominium plat for those phases dated November 17, 1999, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 11, Folio 384, et seq.;
- (d) Fourth Amendment to Condominium Declaration dated December 29, 1999, and recorded as aforesaid in Plat Cabinet M.S.B. No. 1731, Folio 339, et seq.;
- (e) Fifth Amendment to Condominium Declaration dated May 10, 2000, and recorded as aforesaid in Liber M.S.B. 1746, Folio 817, et seq., and a condominium plat for those phases dated April 13, 2000, latest update dated April 19, 2000, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folio 23, et seq.;
- (f) Sixth Amendment to Condominium Declaration dated September 22, 2000, and recorded as aforesaid in Liber M.S.B. 1771, Folio 651, et seq., and a condominium plat for those phases dated June 22, 2000, latest update dated July 6, 2000, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folio 65, et seq.;

(g) Seventh Amendment to Condominium Declaration dated January 17, 2001, and recorded as aforesaid in Liber M.S.B. 1791, Folio 684, et seq., and a condominium plat for those phases dated June 22, 2000, latest update dated July 6, 2000, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folio 65, et seq.;

(h) Eighth Amendment to Condominium Declaration dated March 19, 2001, and recorded as aforesaid in Liber M.S.B. 1803, Folio 573, et seq., and a condominium plat for those phases dated February 26, 2001, latest update dated March 12, 2001, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folios 115-117;

(i) Ninth Amendment to Condominium Declaration dated August 6, 2001, and recorded as aforesaid in Liber M.S.B. 1842, Folio 829, et seq., and a condominium plat for those phases dated April 7, 2001, latest update dated May 7, 2001, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 14, Folios 2-4.

WHEREAS, Developer in said Original Condominium Declaration reserved the right, pursuant to §11-120 of the Condominium Act, to submit certain additional lands to the condominium regime established by the Original Condominium Declaration; and

WHEREAS, Developer now wishes to submit to the condominium regime as "Phase 17 and 18" thereof, the land and property together with that certain building and improvements constructed thereon, more fully set forth in Exhibit "A" attached hereto. The Developer also adds and submits certain land to the condominium regime as General Common Element areas, which added property is more particularly described in Exhibit "A" as "Item J" thereof.

NOW, THEREFORE, THIS TENTH AMENDMENT TO CONDOMINIUM DECLARATION WITNESSETH: That Developer, for itself, its successors and assigns, does hereby expressly establish and declare the following:

1. Submission of Additional Property to the Condominium Regime.

The Developer hereby submits the "Phase 17 and 18" properties and certain additional lands as General Common Element areas (set forth and described in Exhibit "A" attached hereto and incorporated herein by reference), together with the improvements thereon and all the rights and appurtenances thereto belonging to or in any manner appertaining, to the Mallard Landing condominium regime established by the Original Condominium Declaration. The "Phase 17 and 18" properties submitted to the condominium regime by this Tenth Amendment each contain a "Cottage Unit" and related common elements as more particularly described herein. The phases of the project and certain additional lands as General Common Element area submitted to the condominium regime by this Amendment are depicted on the Original Condominium Plat, and the property, building and units submitted by this Amendment are also more particularly shown and depicted on the Amendments to the Condominium Plat, entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 17 and 18" consisting of three sheets, prepared by Becker Morgan Group, dated August 13, 2001, a copy of which is recorded or intended to be recorded among the Wicomico County Land Records simultaneously herewith (herein, "Amended Plats").

2. Condominium Building and Units.

(a) Condominium Building. The condominium units are contained in one (1) duplex building containing a total of two (2) Cottage Units. The location and

configuration of the duplex building and the Cottage Units therein are more fully shown and designated on the Amended Plats. The Cottage Units are numbered as shown and designated on the Amended Plats.

(b) Condominium Units. Each Cottage Unit within the condominium regime is designated by a corresponding unit number as set forth on the Amended Plats and consists of an enclosed three-dimensional space, the perimeters, dimensions and locations of which are described in the Original Condominium Declaration and which are more fully shown and designated on the Amended Plats which are incorporated herein by reference.

(c) Limited Common Elements. Limited common elements appurtenant to the respective units are shown on the Amended Plats immediately adjacent to the units to which they are reserved.

3. Effect of Amendment; Percentage Interests and Votes Appurtenant to Units.

As provided in the Original Condominium Declaration, upon the recording of this instrument, the additional property submitted to the condominium regime hereby and the property previously submitted to the condominium regime shall be and constitute one and the same condominium regime, known as Mallard Landing Condominium, subject to and in accordance with the terms and provisions of the Original Condominium Declaration in all respects.

Without limiting the foregoing, each owner of a condominium unit and respective percentage interest in the condominium, as the same was constituted prior to the recordation of this instrument (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as his, her, its or their interest may appear) shall have and be vested with an

undivided interest in the common elements in the additional property submitted to the regime by this instrument equal to that set forth in Articles V and VI of the Original Condominium Declaration, applied as of a time immediately after the submission of the additional property to the condominium regime as provided herein.

As provided in Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have an undivided percentage interest in the common elements, common expenses and common profits of the condominium equal to that set forth in Articles V and VI of the Original Condominium Declaration. In accordance with Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have one (1) vote at meetings of the Council of Unit Owners and said one (1) vote is appurtenant to each unit.

4. **Original Declaration Controlling.**

Except as modified or amended by express provision herein or by necessary implication, the terms and provisions of the Original Condominium Declaration and the by-laws of the condominium shall apply to the entire condominium regime consisting of all phases previously submitted to the condominium regime and the "Phases 17 and 18" properties and general common element areas added hereby, and shall be controlling as to all matters and issues in the condominium regime, as thus expanded, from and after the date of recordation of this Amendment.

IN WITNESS WHEREOF, the Developer has caused this Tenth Amendment to the Condominium Declaration for Mallard Landing Condominium to be executed on its behalf the day and year first above written.

ATTEST:

MALLARD LANDING DEVELOPMENT GROUP, LLC

By: SENIOR LIFECHOICE, LLC, Member

Marie A. Higley

By: Natalie Bounds (SEAL)
Natalie Bounds, Authorized Agent

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this 22nd day of August, 2001, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, personally appeared Natalie Bounds, Authorized Agent of Senior LifeChoice, LLC, personally known to me (or satisfactorily proven) to be the person who executed the foregoing Tenth Amendment to Condominium Declaration on behalf of Senior LifeChoice, LLC, Member of Mallard Landing Development Group, LLC, who, being authorized to do so, acknowledged the foregoing instrument to be the act and deed of Mallard Landing Development Group, LLC, and that the same was executed for the purposes therein contained.

AS WITNESS my hand and seal, the day and year first above written.

Mary Lou Parsons
Notary Public



My Commission Expires:

4-1-02

EXHIBIT "A"

PROPERTY DESCRIPTION OF THE REAL PROPERTY
IN MALLARD LANDING CONDOMINIUM

PHASE 17 PROPERTY

ALL that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the southwest side of and binding upon Winding Way and more particularly described as follows: BEGINNING for the same on the southwest side of and binding upon Winding Way at a point on the northeast corner of the Phase 16 property within the condominium, said point of beginning being the northwesternmost point of the Phase 17 property herein described; thence along the cul-de-sac which forms a portion of the right-of-way line of Winding Way south $83^{\circ}29'32''$ east 26.16 feet to a point; thence along a portion of the curve designated as curve 19 on the plat hereinafter referred to having a radius of 52.50 feet, an arc or distance of 30.85 feet to a point and the northwesterlymost point of the Phase 18 property described below; thence south $06^{\circ}31'25''$ west 113.00 feet to a point and the General Common Element Property within the condominium designated as Item J; thence north $78^{\circ}20'14''$ west 55.46 feet to a point and the southeast corner of the Phase 16 property aforesaid; thence north $06^{\circ}30'28''$ east 99.21 feet to a point and the place of the beginning; being more particularly described as the **Phase 17** property containing **Unit A-117** on sheet 2 of 3 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 17 and 18", made by Becker Morgan Group, dated August 13, 2001, which condominium plat is recorded or intended to be recorded simultaneously herewith.

PHASE 18 PROPERTY

ALL that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland and on the southwest side of and binding upon Winding Way and more particularly described as follows: BEGINNING for the same at a point on the southwest side of the cul-de-sac forming a part of Winding Way at the northeasternmost point of the Phase 17 property above described, same being the northwesternmost point of the Phase 18 property described herein; thence along a portion of the curve designated as curve 19 on the plat hereinafter referred to, having a radius of 52.50 feet an arc or distance of 8.31 feet to a point; thence north $53^{\circ}46'43''$ east 7.75 feet to a point; thence along the curve designated as curve 18 on the plat hereinafter referred to having a radius of 12.50 feet an arc or distance of 17.69 feet; thence along the curve designated as curve 17 in the plat hereinafter referred to having a radius of 170.00 feet an arc or distance of 38.76 feet to a point and the northwest corner of the Phase 19 property within the condominium; thence south $08^{\circ}52'40''$ west 108.84 feet to a point and the northeasterly corner of the General Common Element

Property designated as Item J; thence north 78°20'14" west 57.07 feet to a point and the southeast corner of the Phase 17 property above described; thence north 06°31'25" east 113.00 feet to a point and the place of the beginning; being more particularly described as the Phase 18 property containing Unit A-118 on sheet 2 of 3 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 17 and 18", made by Becker Morgan Group, dated August 13, 2001, which condominium plat is recorded or intended to be recorded simultaneously herewith.

GENERAL COMMON ELEMENT PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County and State of Maryland, and more particularly described as follows:

Item J: Beginning for the same at a point on the south side of but not binding upon Winding Way on the plat hereinafter referred to, said point of beginning being the point at the end of the fourth course of the Phase 17 property within the condominium as described hereinabove, same being the southwesterlymost point of the Phase 17 property, and the northwesterlymost point of the General Common Element Property identified as Item "J" being described herein; thence from said point of beginning, south 78°20'14" east a distance of 112.53 feet to a point; thence south 08°52'40" west a distance of 65.02 feet to a point and the right-of-way line of Johnson Road; thence along Johnson Road north 79°46'27" west a distance of 14.46 feet; thence along a portion of the curve designated as curve 30 on the plat hereinafter referred to having a radius of 1364.94 feet, an arc or distance of 104.57 feet to a point and the southerlymost point of the General Common Element Property identified as Item "I" on the plat hereinafter referred to; thence by and with the Item "I" property north 14°36'54" east a distance of 64.01 feet to a point and the place of the beginning; being a portion of the General Common Elements of the Mallard Landing Condominium and being more particularly shown and designated as "General Common Element-Item J" on sheet 2 of 3 of that certain condominium plat entitled "Mallard Landing, Condominium Plat, Parcel One, Phases 17 and 18", made by Becker Morgan Group, dated August 13, 2001, which condominium plat is recorded or intended to be recorded simultaneously herewith.

DELIVER TO
LAWYER, ATTY

F:\LAWS\VHL\REAL_EST\02415070.035-MallardLanding-TenthAmendmentCondoDeclaration-Phases17 and 18.

AUG 22 2001

Received for Record _____ and recorded in the Land Records of Wicomico County, Maryland in Liber M.S.B.

No. 1846 Folios 322-330

M.A. Bowe Clerk

ELEVENTH AMENDMENT TO CONDOMINIUM DECLARATION

For

MALLARD LANDING CONDOMINIUM**(An Expanding Condominium)****ADDING "PHASE 44"
TO THE CONDOMINIUM REGIME**

THIS ELEVENTH AMENDMENT TO CONDOMINIUM DECLARATION, made this 24th day of September, 2002, by Mallard Landing Development Group, LLC, a Maryland limited liability company (hereinafter referred to as "Developer").

WHEREAS, Developer has previously executed a Condominium Declaration (the "Original Condominium Declaration") for Mallard Landing Condominium, dated September 15, 1998, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1629, Folio 387, et seq.; and has recorded a Condominium Plat (the "Original Condominium Plat"), entitled "Mallard Landing", dated September 15, 1998 (latest update) by Becker, Morgan, Moore, Olds & Richter, Inc., among said records in Liber M.S.B. No. 11, Folio 276-279, thereby submitting certain lands located in Salisbury, Wicomico County, State of Maryland, together with certain buildings and improvements constructed thereon, to a condominium regime pursuant to the provisions of the Condominium Act, §11-101, et seq. of the Real Property Article of the Annotated Code of Maryland;

WHEREAS, Developer has previously submitted certain additional lands, and the improvements thereon, to the condominium regime by executing and recording the following:

(a) First Amendment to Condominium Declaration dated November 18, 1998, recorded among the aforesaid Land Records in Liber M.S.B. No. 1641, Folio 327, et seq., and a condominium plat for those phases dated November 11, 1998, and recorded as aforesaid in Plat Cabinet M.S.B. No. 11, Folios 290-292;

(b) Second Amendment to Condominium Declaration dated June 11, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1685, Folio 145, et seq., and a condominium plat for those phases dated May 5, 1999 (latest update June 3, 1999), which was recorded as aforesaid in Plat Cabinet M.S.B. No. 11, Folios 330-332;

(c) Third Amendment to Condominium Declaration dated November 17, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1717, Folio 301, et seq., and a condominium plat for those phases dated November 17, 1999, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 11, Folio 384, et seq.;

(d) Fourth Amendment to Condominium Declaration dated December 29, 1999, and recorded as aforesaid in Plat Cabinet M.S.B. No. 1731, Folio 339, et seq.;

(e) Fifth Amendment to Condominium Declaration dated May 10, 2000, and recorded as aforesaid in Liber M.S.B. 1746, Folio 817, et seq., and a condominium plat for those phases dated April 13, 2000, latest update dated April 19, 2000, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folio 23, et seq.;

(f) Sixth Amendment to Condominium Declaration dated September 22, 2000, and recorded as aforesaid in Liber M.S.B. 1771, Folio 651, et seq., and a condominium plat for those phases dated June 22, 2000, latest update dated July 6, 2000, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folio 65, et seq.;

(g) Seventh Amendment to Condominium Declaration dated January 17, 2001, and recorded as aforesaid in Liber M.S.B. 1791, Folio 684, et seq., and a condominium plat for those phases dated June 22, 2000, latest update dated July 6, 2000, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folio 65, et seq.;

(h) Eighth Amendment to Condominium Declaration dated March 19, 2001, and recorded as aforesaid in Liber M.S.B. 1803, Folio 573, et seq., and a condominium plat for those phases dated February 26, 2001, latest update dated March 12, 2001, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folios 115-117;

(i) Ninth Amendment to Condominium Declaration dated August 6, 2001, and recorded as aforesaid in Liber M.S.B. 1842, Folio 829, et seq., and a condominium plat for those phases dated April 7, 2001, latest update dated May 7, 2001, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 14, Folios 2-4.

(j) Tenth Amendment to the Condominium Declaration dated August 22, 2001, and recorded as aforesaid in Liber M.S.B. No. 1846, Folio 322, et seq., and a condominium plat for those phases dated August 13, 2001, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 14, Folios 14-16.

WHEREAS, Developer in said Original Condominium Declaration reserved the right, pursuant to §11-120 of the Condominium Act, to submit certain additional lands to the condominium regime established by the Original Condominium Declaration; and

WHEREAS, Developer now wishes to submit to the condominium regime as "Phase 44" thereof, the land and property together with that certain building and improvements constructed thereon, more fully set forth in Exhibit "A" attached hereto.

NOW, THEREFORE, THIS ELEVENTH AMENDMENT TO CONDOMINIUM DECLARATION WITNESSETH: That Developer, for itself, its successors and assigns, does hereby expressly establish and declare the following:

1. Submission of Additional Property to the Condominium Regime.

The Developer hereby submits the "Phase 44" (set forth and described in Exhibit "A" attached hereto and incorporated herein by reference), together with the improvements thereon and all the rights and appurtenances thereto belonging to or in any manner appertaining, to the Mallard Landing condominium regime established by the Original Condominium Declaration. The "Phase 44" property submitted to the condominium regime by this Eleventh Amendment contains one (1) four-story building containing a total of thirty-eight (38) units and related common elements as more particularly described herein. The phases of the project and certain additional lands as General Common Element area submitted to the condominium regime by this Amendment are depicted on the Original Condominium Plat, and the property, building and units

submitted by this Amendment are also more particularly shown and depicted on the Amendments to the Condominium Plat, entitled "Mallard Landing, Condominium Plat, Parcel One, Phase 44" consisting of 3 sheets, prepared by Becker Morgan Group, dated August 30, 2002, latest update September 24, 2002, a copy of which is recorded or intended to be recorded among the Wicomico County Land Records simultaneously herewith (herein, "Amended Plats").

2. Condominium Building and Units.

(a) Condominium Building. The condominium units are contained in one (1) four-story building containing a total of thirty-eight (38) units. The location and configuration of the building and the units therein are more fully shown and designated on the Amended Plats. The units are numbered as shown and designated on the Amended Plats.

(b) Condominium Units. Each unit within the condominium regime is designated by a corresponding unit number as set forth on the Amended Plats and consists of an enclosed three-dimensional space, the perimeters, dimensions and locations of which are described in the Original Condominium Declaration and which are more fully shown and designated on the Amended Plats which are incorporated herein by reference.

(c) Limited Common Elements. Limited common elements appurtenant to the respective units are shown on the Amended Plats immediately adjacent to the units to which they are reserved.

3. Effect of Amendment; Percentage Interests and Votes Appurtenant to Units.

As provided in the Original Condominium Declaration, upon the recording of this instrument, the additional property submitted to the condominium regime hereby and the property previously submitted to the condominium regime shall be and constitute one and the same condominium regime, known as Mallard Landing Condominium, subject to and in accordance with the terms and provisions of the Original Condominium Declaration in all respects.

Without limiting the foregoing, each owner of a condominium unit and respective percentage interest in the condominium, as the same was constituted prior to the recordation of this instrument (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as his, her, its or their interest may appear) shall have and be vested with an undivided interest in the common elements in the additional property submitted to the regime by this instrument equal to that set forth in Articles V and VI of the Original Condominium Declaration, applied as of a time immediately after the submission of the additional property to the condominium regime as provided herein.

As provided in Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have an undivided percentage interest in the common elements, common

expenses and common profits of the condominium equal to that set forth in Articles V and VI of the Original Condominium Declaration. In accordance with Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have one (1) vote at meetings of the Council of Unit Owners and said one (1) vote is appurtenant to each unit.

4. **Original Declaration Controlling.**

Except as modified or amended by express provision herein or by necessary implication, the terms and provisions of the Original Condominium Declaration and the by-laws of the condominium shall apply to the entire condominium regime consisting of all phases previously submitted to the condominium regime and the "Phase 44" property added hereby, and shall be controlling as to all matters and issues in the condominium regime, as thus expanded, from and after the date of recordation of this Amendment.

IN WITNESS WHEREOF, the Developer has caused this Eleventh Amendment to the Condominium Declaration for Mallard Landing Condominium to be executed on its behalf the day and year first above written.

ATTEST:

MALLARD LANDING DEVELOPMENT GROUP, LLC

By: SENIOR LIFECHOICE, LLC,
Authorized Member

[Signature]

By: *Cecilia D. Loebe* (SEAL)
Cecilia D. Loebe, Authorized Agent

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this 24th day of September, 2002, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, personally appeared Cecilia D. Loebe, Authorized Agent of Senior LifeChoice, LLC, personally known to me (or satisfactorily proven) to be the person who executed the foregoing Eleventh Amendment to Condominium Declaration on behalf of Senior LifeChoice, LLC, Authorized Member of Mallard Landing Development Group, LLC, who, being authorized to do so, acknowledged the foregoing instrument to be the act and deed of Mallard Landing Development Group, LLC, and that the same was executed for the purposes therein contained.

AS WITNESS my hand and seal, the day and year first above written.

[Signature]
Notary Public



My Commission Expires:

1-1-03

Victor H. Laws III
Notary Public, State of Maryland
My Commission Expires Jan 1, 2003

EXHIBIT "A"

PROPERTY DESCRIPTION OF THE REAL PROPERTY
IN MALLARD LANDING CONDOMINIUM

PHASE 44 PROPERTY

All that piece or parcel of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County, Maryland, and on the east side of but not binding upon south Schumaker Drive and more particularly described as follows:

BEGINNING for the same at a point on the easterly right-of-way line of South Schumaker Drive and the Northwest corner of the Phase 43 property within the Condominium, said point of beginning, being the Southeasterlymost corner of the property herein described; thence by and with the Phase 43 property aforesaid North 81°02'47" East 99.64 feet to a point; thence North 14°20'07" West 19.00 feet to a point; thence North 75°39'53" East 44.00 feet to a point; thence North 66°22'51" East 375.72 feet to a point and the waters of Schumaker Pond; thence North 25°35'10" West 82.20 feet to a point; thence North 53°04'05" West 130.29 feet to a point and the Northeast corner of the Phase 45 property to be incorporated in the Condominium as shown on the Condominium Plat hereinafter referred to; thence South 59°51'19" West 263.26 feet to a point; thence South 28°19'26" West 55.89 feet to a point; thence South 60°20'17" West 84.01 feet to a point; thence South 33°31'23" West 26.70 feet to a point; thence South 63°22'49" West 37.11 feet to a point and the east right-of-way line of South Schumaker Drive aforesaid; thence by and with South Schumaker Drive in a curve designated as "Curve 3" on the plat hereinafter referred to having a radius of 421.50 feet and a bearing of South 23°10'10" East a distance of 35.98 feet to a point; thence South 20°43'26" East 56.49 feet to a point and the place of beginning; being more particularly described as the Phase 44 property on Sheet 2 of 3 of a certain condominium plat entitled Mallard Landing "Condominium Plat Parcel One, Phase 44," made by Becker Morgan Group dated August 30, 2002, latest update September 24, 2002, which Condominium Plat is recorded or intended to be recorded simultaneously herewith.

| | |
|----------------|-------------|
| IMP FD SURE \$ | 5.00 |
| RECORDING FEE | 20.00 |
| TOTAL | 25.00 |
| Rest # 4482 | Rest # 4482 |
| MSB 4480 | Blk # 1676 |
| SEP 27 2002 | 09:21 am |

F:\LAWS\VHLL\REAL_EST\02415070.035-MallardLanding-Eleventh Amendment Condo Declaration-

L+R atty

Received for Record SEP 27 2002 and recorded in the Land Records of Wicomico County, Maryland in Liber M.S.B. No. 1969 Folios 472-480

TWELFTH AMENDMENT TO CONDOMINIUM DECLARATION

For

MALLARD LANDING CONDOMINIUM

(An Expanding Condominium)

**ADDING "PHASE 45"
TO THE CONDOMINIUM REGIME**

THIS TWELFTH AMENDMENT TO CONDOMINIUM DECLARATION, made this 10th day of December, 2004, by Mallard Landing Development Group, LLC, a Maryland limited liability company (hereinafter referred to as "Developer").

WHEREAS, Developer has previously executed a Condominium Declaration (the "Original Condominium Declaration") for Mallard Landing Condominium, dated September 15, 1998, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1629, Folio 387, et seq.; and has recorded a Condominium Plat (the "Original Condominium Plat"), entitled "Mallard Landing", dated September 15, 1998 (latest update) by Becker, Morgan, Moore, Olds & Richter, Inc., among said records in Liber M.S.B. No. 11, Folio 276-279, thereby submitting certain lands located in Salisbury, Wicomico County, State of Maryland, together with certain buildings and improvements constructed thereon, to a condominium regime pursuant to the provisions of the Condominium Act, §11-101, et seq. of the Real Property Article of the Annotated Code of Maryland;

WHEREAS, Developer has previously submitted certain additional lands, and the improvements thereon, to the condominium regime by executing and recording the following:

- (a) First Amendment to Condominium Declaration dated November 18, 1998, recorded among the aforesaid Land Records in Liber M.S.B. No. 1641, Folio 327, et seq., and a

*Return to:
Laws & Roberts*

condominium plat for those phases dated November 11, 1998, and recorded as aforesaid in Plat Cabinet M.S.B. No. 11, Folios 290-292;

(b) Second Amendment to Condominium Declaration dated June 11, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1685, Folio 145, et seq., and a condominium plat for those phases dated May 5, 1999 (latest update June 3, 1999), which was recorded as aforesaid in Plat Cabinet M.S.B. No. 11, Folios 330-332;

(c) Third Amendment to Condominium Declaration dated November 17, 1999, recorded among the aforesaid Land Records in Liber M.S.B. No. 1717, Folio 301, et seq., and a condominium plat for those phases dated November 17, 1999, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 11, Folio 384, et seq.;

(d) Fourth Amendment to Condominium Declaration dated December 29, 1999, and recorded as aforesaid in Plat Cabinet M.S.B. No. 1731, Folio 339, et seq.;

(e) Fifth Amendment to Condominium Declaration dated May 10, 2000, and recorded as aforesaid in Liber M.S.B. 1746, Folio 817, et seq., and a condominium plat for those phases dated April 13, 2000, latest update dated April 19, 2000, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folio 23, et seq.;

(f) Sixth Amendment to Condominium Declaration dated September 22, 2000, and recorded as aforesaid in Liber M.S.B. 1771, Folio 651, et seq., and a condominium plat for those phases dated June 22, 2000, latest update dated July 6, 2000, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folio 65, et seq.;

(g) Seventh Amendment to Condominium Declaration dated January 17, 2001, and recorded as aforesaid in Liber M.S.B. 1791, Folio 684, et seq., and a condominium plat for those phases dated June 22, 2000, latest update dated July 6, 2000, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folio 65, et seq.;

(h) Eighth Amendment to Condominium Declaration dated March 19, 2001, and recorded as aforesaid in Liber M.S.B. 1803, Folio 573, et seq., and a condominium plat for those phases dated February 26, 2001, latest update dated March 12, 2001, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 13, Folios 115-117;

(i) Ninth Amendment to Condominium Declaration dated August 6, 2001, and recorded as aforesaid in Liber M.S.B. 1842, Folio 829, et seq., and a condominium plat for those phases dated April 7, 2001, latest update dated May 7, 2001, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 14, Folios 2-4;

(j) Tenth Amendment to the Condominium Declaration dated August 22, 2001, and recorded as aforesaid in Liber M.S.B. No. 1846, Folio 322, et seq., and a condominium plat for those phases dated August 13, 2001, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 14, Folios 14-16; and

(k) Eleventh Amendment to the Condominium Declaration dated September 24, 2002, and recorded as aforesaid in Liber M.S.B. No. 1969, Folio 472, et seq., and a condominium plat for those phases dated August 30, 2002, latest update dated September 24, 2002, which was recorded as aforesaid in Plat Cabinet M.S.B. No. 14, Folios 234-236.

WHEREAS, Developer in said Original Condominium Declaration reserved the right, pursuant to §11-120 of the Condominium Act, to submit certain additional lands to the condominium regime established by the Original Condominium Declaration; and

WHEREAS, Developer now wishes to submit to the condominium regime as "Phase 45" thereof, the land and property together with that certain building and improvements constructed thereon, more fully set forth in Exhibit "A" attached hereto.

NOW, THEREFORE, THIS TWELFTH AMENDMENT TO CONDOMINIUM DECLARATION WITNESSETH: That Developer, for itself, its successors and assigns, does hereby expressly establish and declare the following:

1. Submission of Additional Property to the Condominium Regime.

The Developer hereby submits the "Phase 45" (set forth and described in Exhibit "A" attached hereto and incorporated herein by reference), together with the improvements thereon and all the rights and appurtenances thereto belonging to or in any manner appertaining, to the Mallard Landing condominium regime established by the Original Condominium Declaration. The "Phase 45" property submitted to the condominium regime by this Twelfth Amendment contains one (1) four-story building containing a total of thirty-eight (38) units and related common elements as more particularly described herein. The phase of the project submitted to the condominium regime by this Amendment is depicted on the Original Condominium Plat, and the property, building and units submitted by this Amendment are also more particularly shown and depicted on the Amendments to the Condominium Plat, entitled "Mallard Landing, Condominium Plat, Parcel One, Phase 45" consisting of 3 sheets, prepared by Becker Morgan Group, dated December 6, 2004, a

copy of which is recorded or intended to be recorded among the Wicomico County Land Records simultaneously herewith (herein, "Amended Plats").

2. **Condominium Building and Units.**

(a) **Condominium Building.** The condominium units are contained in one (1) four-story building containing a total of thirty-eight (38) units. The location and configuration of the building and the units therein are more fully shown and designated on the Amended Plats. The units are numbered as shown and designated on the Amended Plats.

(b) **Condominium Units.** Each unit within the condominium regime is designated by a corresponding unit number as set forth on the Amended Plats and consists of an enclosed three-dimensional space, the perimeters, dimensions and locations of which are described in the Original Condominium Declaration and which are more fully shown and designated on the Amended Plats which are incorporated herein by reference.

(c) **Limited Common Elements.** Limited common elements appurtenant to the respective units are shown on the Amended Plats immediately adjacent to the units to which they are reserved.

3. **Effect of Amendment: Percentage Interests and Votes Appurtenant to Units.**

As provided in the Original Condominium Declaration, upon the recording of this instrument, the additional property submitted to the condominium regime hereby and the property previously submitted to the condominium regime shall be and constitute one and the same condominium regime, known as Mallard Landing Condominium, subject to and in accordance with the terms and provisions of the Original Condominium Declaration in all respects.

Without limiting the foregoing, each owner of a condominium unit and respective percentage interest in the condominium, as the same was constituted prior to the recordation of this instrument (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as his, her, its or their interest may appear) shall have and be vested with an undivided interest in the common elements in the additional property submitted to the regime by this instrument equal to that set forth in Articles V and VI of the Original Condominium Declaration, applied as of a time immediately after the submission of the additional property to the condominium regime as provided herein.

As provided in Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have an undivided percentage interest in the common elements, common expenses and common profits of the condominium equal to that set forth in Articles V and VI of the Original Condominium Declaration. In accordance with Articles V and VI of the Original Condominium Declaration, each unit owner in the condominium regime (regardless whether the unit is a part of the property previously submitted to the condominium regime or the additional property added hereby) shall have one (1) vote at meetings of the Council of Unit Owners and said one (1) vote is appurtenant to each unit.

4. Original Declaration Controlling.

Except as modified or amended by express provision herein or by necessary implication, the terms and provisions of the Original Condominium Declaration and the by-laws of the condominium shall apply to the entire condominium regime consisting of all phases previously submitted to the condominium regime and the "Phase 45" property added hereby, and shall be controlling as to all matters and issues in the condominium regime, as thus expanded, from and after the date of recordation of this Amendment.

IN WITNESS WHEREOF, the Developer has caused this Twelfth Amendment to the Condominium Declaration for Mallard Landing Condominium to be executed on its behalf the day and year first above written.

ATTEST:

MALLARD LANDING DEVELOPMENT
GROUP, LLC

By: SENIOR LIFECHOICE, LLC,
Authorized Member



By:  (SEAL)
Cecilia D. Loebe, Authorized Agent

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this 10th day of December, 2004, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, personally appeared Cecilia D. Loebe, Authorized Agent of Senior LifeChoice, LLC, personally known to me (or satisfactorily proven) to be the person who executed the foregoing Twelfth Amendment to Condominium Declaration on behalf of Senior LifeChoice, LLC, Authorized Member of Mallard Landing Development Group, LLC, who, being authorized to do so, acknowledged the foregoing instrument to be the act and deed of Mallard Landing Development Group, LLC, and that the same was executed for the purposes therein contained.

AS WITNESS my hand and seal, the day and year first above written.

Sonia C. Crandell
Notary Public

My Commission Expires:

4/1/2008



MALLARD LANDING CONDOMINIUM

FIRST AMENDMENT TO BY-LAWS

Article V, Section 5 of the By-laws of Mallard Landing Condominium, a Maryland condominium regime established by Declaration dated September 15, 1998, recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1629, Folio 387, is revised to read as follows:

Section 5. Election and Term of Office. The term of the Directors initially named herein shall expire when their successors have been elected at the first annual meeting of Unit Owners and are duly qualified. The election of Directors shall be by ballot, unless balloting is dispensed with by the unanimous consent of the Unit Owners present at any meeting, in person or by proxy. There shall be no cumulative voting. At the first annual meeting of the Unit Owners, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the other Director or Directors shall be fixed for one (1) year. **The term of Directors elected at the Annual Meeting of June 19, 2002, shall be two (2) years and all future Directors' terms shall be two (2) years. Directors shall hold office until their successors have been elected and hold their first regular meeting.**

I hereby certify that I am the person specified in Article VI, Section 6 of the By-laws of Mallard Landing Condominium to count votes at meetings of its Council of Unit Owners and that the amendment set forth above was approved by unit owners having at least sixty-seven percent (67%) of the votes in that body, which is the required percentage of votes to amend the By-laws pursuant to Article XVII, Section 1 thereof.

Louise V. Morgan
Louise V. Morgan, Secretary of
Mallard Landing Council of Unit Owners, Inc.

I hereby certify that I am the President of the Council of Unit Owners of Mallard Landing Condominium and that this amendment of its By-laws was approved as prescribed therein for such action.

Robert H. Hutchinson
Robert H. Hutchinson, President of
Mallard Landing Council of Unit Owners, Inc

M
Mallard Landing Council of
Unit Owners

Salisbury Md 21804

LIBER 2902 FOLIO 205

Upon Recording, return to: Mallard Landing Council of Unit Owners, Inc.
1107 Schumaker Drive
Salisbury, MD 21804

Bev\files\RET\mallard landing condo council 21698\bylaws amend

| | |
|---------------|--------------|
| IMP FUND SER | 20.00 |
| RECORDING FEE | 20.00 |
| TOTAL | 40.00 |
| Rest #102 | Acct # 69605 |
| MSB 2175 | Blk # 1021 |
| Feb 29, 2008 | 04:09 PM |

Received for Record **FEB 29 2008** and
recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.
No. 2902 Folios 204-205

Mad A. Bowie Clerk

BY-LAWS
THE COUNCIL OF UNIT OWNERS
OF
MALLARD LANDING CONDOMINIUM

ARTICLE I

Name and Location

Section 1. Name and Location. The name of the Council of Unit Owners is as follows:

MALLARD LANDING COUNCIL OF UNIT OWNERS, INC.

Its principal office and mailing address is as follows:

Johnson Road and Schumaker Drive
P.O. Box 2767
Salisbury, Maryland 21804

ARTICLE II

Definitions

Section 1. Declaration. "Declaration" means the Declaration made the 15th day of September, 1998, by the Declarant, pursuant to Title 11, Real Property Article, Annotated Code of Maryland (1996 Repl. Vol.), as amended, by which certain premises (including land) are submitted to a condominium property regime and which Declaration is intended to be recorded among the Land Records for Wicomico County, Maryland, immediately prior hereto and to which these By-Laws are appended as an exhibit.

Section 2. Mortgagee. "Mortgagee" means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Condominium Units in the Condominium. The term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. The term "Mortgage" includes "deed of trust." "First Mortgage" shall mean a mortgage which encumbers a Condominium Unit with a first lien, and which has priority over other mortgages.

Section 3. Other Definitions. Unless these By-Laws provide to the contrary, or unless it is evident from the context that a different meaning is intended or required, all other terms used shall have the same meaning as they are defined to have in the Declaration or in Title 11, Real Property Article Annotated Code of Maryland (1996 Repl. Vol.), as amended.

ARTICLE III

Membership

Section 1. Members. Every person, group of persons, corporation, partnership, limited liability company, trust or other legal entity, or any combination thereof, who holds legal title to a Unit in the Condominium shall be a member of the Association; provided, however, that any holder of such interest solely as security for the performance of an obligation shall not be a member of the Association by reason only of such interest.

ARTICLE IV

Meetings of Unit Owners

Section 1. Place of Meeting. Meetings of the Unit Owners shall be held at the principal office of the Council of Unit Owners or at such other suitable place within the State of Maryland reasonably convenient to the Unit Owners as may from time to time be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the Unit Owners shall be held when the Board of Directors determines but, in any event, within sixty (60) days from the date that Units representing fifty percent (50%) of the votes of the Condominium have been conveyed by the Declarant to the initial purchasers of Units. Thereafter an annual meeting of the Unit Owners shall be held once in each calendar year, during the same calendar month as the first annual meeting. At each annual meeting there shall be elected by ballot of the Unit Owners a Board of Directors in accordance with the requirements of Article V of these By-Laws. The Unit Owners may transact such other business within the powers of the Council of Unit Owners as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by resolution of the Board of Directors or upon a petition signed by Unit Owners representing at least twenty-five percent (25%) of the total votes of the Unit Owners having been presented to the

Secretary; provided, however, that, except upon resolution of the Board of Directors or upon a petition signed by Unit Owners representing at least a majority of the total votes of the Unit Owners having been presented to the Secretary, no special meeting of the Unit Owners shall be called either (a) prior to the first annual meeting of Unit Owners as above provided; or (b) to consider any matter which is substantially the same as a matter voted on at any special meeting of the Unit Owners held during the preceding six (6) months. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Roster of Unit Owners. The Council of Unit Owners shall maintain a current roster of the names and addresses of each Unit Owner to which written notice of meetings of the Council of Unit Owners shall be delivered or mailed. Each Unit Owner shall furnish the Council of Unit Owners with his name and current mailing address. No Unit Owner may vote at any meeting of the Council of Unit Owners until this information is furnished.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail or otherwise deliver a notice of each annual and special meeting of the Council of Unit Owners, stating the time and place where it is to be held, to each Unit Owner at his address as it appears on the roster of Unit Owners maintained by the Council of Unit Owners, at least ten (10) but not more than ninety (90) days prior to such meeting. Notice by either method shall be considered as notice served and proof of notice shall be made by affidavit of the person giving notice. The purpose of the meeting shall be stated if the meeting is a special meeting or if notice of the purpose is required by any provision of law. Attendance by a Unit Owner at any annual or special meeting in person or by proxy, shall be a waiver of notice by him of the time, place and purpose thereof. Notice of any annual or special meeting of the Unit Owners may also be waived by any Unit Owner either prior to, at or after any such meeting.

Section 6. Quorum. A quorum is deemed present throughout any meeting of the Unit Owners if Units Owners entitled to cast twenty-five percent (25%) of the total votes of the Unit Owners are present, either in person or by proxy.

Section 7. Adjourned Meetings. If any meeting of Unit Owners cannot be organized because a quorum has not attended, the Unit Owners who are present, either in person or by proxy, may adjourn and reconvene the meeting in accordance with the provisions and requirements of Section 5-206 of the Corporations and Associations Article, Annotated Code of Maryland (1993 Repl. Vol.), as from time to time amended.

Section 8. Action Without Meetings. Any action required or permitted to be taken at any annual or special meeting of the Unit Owners may be taken without a meeting if all of the Unit Owners shall individually or collectively consent in writing to such action and if such written consent or consents is or are filed with the minutes of the proceedings of the Unit Owners.

Section 9. Voting. At every meeting of the Unit Owners, each of the Unit Owners shall have the right to cast the number of votes appurtenant to his Unit, as established in the Declaration, on each question. The votes of the Unit Owners representing a majority of the votes of the Unit Owners listed on the current roster of Unit Owners maintained by the Council of Unit Owners present and voting, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of law, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote appurtenant to any Condominium Unit which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such Condominium Unit is noted at such meeting. In the event all of the co-owners of such Condominium Unit who are present at any meeting of the Unit Owners are unable to agree on the manner in which the vote appurtenant to such Condominium Unit shall be cast on any particular question, then such vote shall be counted for purposes of deciding the question in accordance with the provisions and requirements of Section 2-508 of the Corporations and Associations Article, Annotated Code of Maryland (1993 Repl. Vol.), as from time to time amended. In the event any Condominium Unit is owned by a corporation, then the vote appurtenant to such Condominium Unit shall be cast by a person designated in a certificate signed by the president or any vice president and attested by the secretary or an assistant secretary of such corporation and filed with the Secretary of the Council of Unit Owners at or prior to the meeting. Any such certificate shall remain valid until revoked or superseded in writing. The vote appurtenant to any Condominium Unit which is owned by a trust, limited liability company or partnership may be exercised by any trustee, member or partner thereof, as the case may be, unless any objection or protest by any other trustee, member or partner is noted at such meeting. The presiding officer at such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Unit Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors if the Council of Unit Owners has caused a Statement of Condominium Lien to be recorded on that Unit Owner's Condominium Unit and if the entire amount necessary to satisfy the lien has not been paid on or prior to the date of the meeting.

Section 10. Proxies. A Unit Owner may appoint any other adult natural person as his proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of

Directors at or before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the Unit Owner appointing the proxy; provided, however, that no proxy is effective for a period in excess of one hundred eighty (180) days unless granted to a lessee or Mortgagee of the Condominium Unit to which the votes are appurtenant. A proxy may be general in nature and permit the holder to vote on all issues arising at any one meeting or may be limited to specific issues or subjects, including, without limitation for the sole purpose of meeting quorums. In order for a proxy to vote for officers and members of the Board of Directors, the Unit Owner must direct the proxy to vote for certain officers and members of the Board of Directors.

Section 11. Rights of Mortgagees. Any institutional Mortgagee of a Condominium Unit who desires notice of the annual and special meetings of the Unit Owners shall so notify the Secretary by Certified Mail - Return Receipt Requested. Such notice shall contain the name and post office address of the institutional Mortgagee and the name of the person to whom notice of the annual and special meetings of the Unit Owners should be addressed. The Secretary of the Council of Unit Owners shall maintain a roster of all institutional Mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Unit Owners to each such institutional Mortgagee, in the same manner, and subject to the same requirements and limitations as are provided in this Article for notice to the members. An institutional Mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Unit Owners and such representative may participate in the discussion at any such meeting and may, upon his request made to the presiding officer in advance of the meeting, address the Unit Owners present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Unit Owners upon request made in writing to the Secretary.

Section 12. Order of Business. The order of business at all annual meetings of the Unit Owners of the Council of Unit Owners shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of minutes of preceding meetings, if any.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election or appointment of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.

- (i) New Business.
- (j) Adjournment.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

Section 13. Rules of Order and Procedure. The rules of order and all other matters of procedure at all annual and special meetings of the Unit Owners shall be determined by the presiding officer at such meeting.

Section 14. Inspectors of Election. The Board of Directors may, in advance of any annual or special meeting of the Unit Owners, appoint an uneven number of one or more inspectors of election to act at the meeting and at any adjournment thereof. In the event inspectors are not so appointed, the presiding officer at any annual or special meeting of Unit Owners shall appoint such inspectors of election. No officer or Director of the Council of Unit Owners, nor candidate for Director shall act as an inspector of election.

ARTICLE V

Directors

Section 1. Number and Qualification. The Association shall be governed by a Board of Directors composed of an uneven number of at least three (3) natural persons and not more than seven (7) natural persons. The Directors of the Association need not be Unit Owners. Until the first annual meeting, there shall be three (3) directors named by Declarant. The number of Directors shall be determined by a vote of the Unit Owners at the first annual meeting of Unit Owners and may be changed by a vote of the Unit Owners at any subsequent annual or special meeting of the Unit Owners; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such changes shall operate to curtail or extend the term of any incumbent Director.

Section 2. Initial Directors. The initial Directors shall be Gregory M. Stevens, Michael S. Hartnett and George E. Burnett, Jr., and shall act as such from the date upon which the Declaration is recorded until the first annual meeting of the Unit Owners.

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Council of Unit Owners and the Condominium and may do all things not by law or these By-Laws directed to be exercised and done by the Unit Owners. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

(a) to provide for the care and maintenance of the Condominium and to provide services in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(b) to provide for the establishment, collection, use and expenditure of assessments from the Unit Owners and for the assessment, filing and enforcement of Statements of Condominium Liens in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(c) to provide for the designation, hiring and dismissal of the personnel necessary for the good working order of the Condominium and for the proper care of the common elements; and

(d) to provide for the promulgation and enforcement of such reasonable rules and regulations and such reasonable restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Condominium and the use of the general and limited common elements and as are designated to prevent unreasonable interference with the use and occupancy of the Condominium and of the general and limited common elements by the Unit Owners and others, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration; and

(e) to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the Unit Owners and to declare expenses incurred in connection therewith to be common expenses of the Council of Unit Owners; and

(f) to purchase insurance upon the Condominium in the manner required by law and provided for in these By-Laws; and

(g) to repair, restore or reconstruct all or any part of the Condominium after any casualty loss in a manner consistent with law and the provisions of these By-Laws and to otherwise improve the Condominium; and

(h) to lease, grant licenses, easements, rights-of-way and other rights of use in all or any part of the common elements of the Condominium; and

(i) to purchase Condominium Units in the Condominium and to lease, mortgage or convey the same, subject to the provisions of these By-Laws and the Declaration; and

(j) to appoint the members of the Architectural and Environmental Review Committee provided for in Article X of these By-Laws and to appoint the members of such other committees as the Board of Directors may from time to time designate.

Section 4. Management Agent. The Board of Directors shall employ a management agent or manager (the "Management Agent") for the Council of Unit Owners at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Council of Unit Owners shall not undertake self-management or otherwise fail to employ a management agent or manager without the prior written approval of eighty percent (80%) of the Unit Owners and eighty percent (80%) of the institutional holders of all First Mortgages on the Condominium Units in the Condominium.

Section 5. Election and Term of Office. The term of the Directors initially named herein shall expire when their successors have been elected at the first annual meeting of Unit Owners and are duly qualified. The election of Directors shall be by ballot, unless balloting is dispensed with by the unanimous consent of the Unit Owners present at any meeting, in person or by proxy. There shall be no cumulative voting. At the first annual meeting of the Unit Owners, the term of office of the Director receiving the greatest number of votes shall be fixed for three years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the other Director or Directors shall be fixed for one (1) year. The term of Directors elected at the Annual Meeting of June 19, 2002 shall be two (2) years and all future Directors' terms shall be two (2) years. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership or an increase in the number of Directors shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the Unit Owners at the next annual meeting to serve out the unexpired portion of the term. Vacancies in the Board of Directors caused by an increase in the number of Directors shall be filled by a vote of the majority of the entire Board of Directors; and each person so elected shall be a Director until a successor is elected by the Unit Owners at the next annual meeting.

Section 7. Removal of Directors. At any annual meeting or at any special meeting called for such purpose, a Director may be removed with or without cause by the affirmative vote of a majority of the votes of the Unit Owners present and voting, in person or by proxy, and a successor may then and there be elected by the Unit Owners to fill the vacancy created. Any Director whose removal has been proposed by the Unit Owners shall be given an opportunity to

be heard at the meeting. The term of any Director who becomes more than sixty (60) days delinquent in the payment of any assessments or carrying charges due the Council of Unit Owners may be terminated by resolution of the remaining Directors and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. After the first annual meeting of the Unit Owners, no remuneration shall be paid to any Director who is also a Unit Owner for services performed by him for the Council of Unit Owners in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before such services are undertaken. Directors may be reimbursed for their actual out-of-pocket expenses reasonably and necessarily incurred in connection with their services as Directors.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present at such first meeting.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of the time and place of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting. Notice of the time and place of regular meetings of the Board of Directors shall also be given to each Unit Owner personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director and to each Unit Owner, given personally or by mail, telephone or telegraph, which notice shall state the time and place of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors.

Section 12. Meetings Open - Closed Session. Except as otherwise provided for in these By-Laws or in Section 11-109.1, Real Property Article, Annotated Code of Maryland (1996 Repl. Vol.), as amended, all meetings of the Board of Directors shall be

open to all Unit Owners. A meeting of the Board of Directors may be held in closed session only for the following purposes:

(a) discussion of matters pertaining to employees and personnel; or

(b) protection of the privacy or reputation of individuals in matters not related to the business of the Council of Unit Owners; or

(c) consultations with legal counsel; or

(d) consultations with staff personnel, consultants, attorneys or other persons in connection with pending or potential litigation; or

(e) investigation of possible or actual criminal misconduct; or

(f) compliance with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure; or

(g) on an individually recorded affirmative vote of at least two-thirds (2/3) of the Directors present at the meeting, for some other exceptional reason so compelling as to override the general public policy in favor of open meetings. If any meeting of the Board of Directors is held in closed session, then no action may be taken nor matter discussed if it is not permitted by the provisions of Section 11-109.1, Real Property Article, Annotated Code of Maryland (1996 Repl. Vol.), as amended. A statement of the time, place and purpose of any meeting of the Board of Directors held in closed session, the record of the vote of each Director by which such meeting was closed, and the authority for holding the meeting in closed session shall be included in the minutes of the next meeting of the Board of Directors.

Section 13. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the times, place and purpose thereof.

Section 14. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at any meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have

been transacted at the meeting as originally called may be transacted without further notice.

Section 15. Fidelity Bonds. The Board of Directors may require that all officers, Directors and employees of the Council of Unit Owners regularly handling or otherwise responsible for the funds of the Council of Unit Owners shall furnish adequate fidelity bonds or equivalent insurance, to the extent reasonably available, against acts of dishonesty in accordance with the requirements of Article XI of these By-Laws. The premiums on such bonds or insurance shall be paid by the Council of Unit Owners.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Council of Unit Owners shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. Except for the President, the officers of the Council of Unit Owners need not be Directors. Prior to the first annual meeting of Unit Owners, the officers of the Council of Unit Owners need not be Unit Owners. Thereafter, except for the President, the officers of the Council of Unit Owners need not be Unit Owners. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. A person may hold more than one office but may not serve concurrently as both President and Vice President or as President and Secretary.

Section 2. Election of Officers. The officers of the Council of Unit owners shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be a Director of the Council of Unit Owners and a Unit Owner. The President shall be the chief executive officer of the Council of Unit Owners. He shall preside at all meetings of the Unit Owners and of the Board of Directors and shall have all of the general powers and duties which are usually vested in the office of president of a corporation.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall

appoint some other member of the Board to do so on an interim basis. The Vice President shall also assist the President generally and shall perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Unit Owners and shall maintain accurate and complete books for the recording of the resolutions of the Council of Unit Owners. The Secretary shall count all votes at meetings of the Board of Directors and meetings of the Council of Unit Owners. The Secretary shall give notice of all annual and special meetings of the Unit Owners in conformity with the requirements of these By-Laws. The Secretary shall have custody of the seal of the Council of Unit Owners, if any. The Secretary shall have charge of the membership roster and of such other books and papers as the Board of Directors may direct and he shall, in general, perform all of the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for funds and securities of the Council of Unit Owners and shall be responsible for keeping, or causing to be kept, full and accurate accounts of all receipts and disbursements in books belonging to the Council of Unit Owners. He shall be responsible for causing the deposit of all funds and other valuable effects in the name, and to the credit, of the Council of Unit Owners in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Council of Unit Owners shall indemnify every officer or Director of the Council of Unit Owners who is threatened to be made a named defendant in any threatened or pending or completed action, suit or proceeding by reason of service in that capacity, whether civil, criminal, administrative or investigative, unless it is established that (i) the act or omission of the Director or officer was material to the matter giving rise to the proceeding and the act or omission was committed in bad faith or was the result of active or deliberate dishonesty, or (ii) the Director or officer actually received an improper personal benefit in money, property or services, or (iii) in the case of any criminal proceeding, the Director or officer had reasonable cause to believe that the act or omission was unlawful.

The indemnification provided for in this Section 1 is against judgments, penalties, fines, settlements and reasonable expenses

actually incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative; provided, however, that if any such action, suit or proceeding was one by or in the name of the Council of Unit Owners, indemnification shall be made only against reasonable expenses and shall not be made in respect of any proceeding in which the person otherwise entitled to indemnity shall have been adjudged to be liable to the Council of Unit Owners. The termination of any such action, suit or proceeding by conviction or a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment creates a rebuttable presumption that the person otherwise entitled to indemnity did not meet the requisite standard of conduct set forth above.

A person who is or was an officer or Director of the Council of Unit Owners is not indemnified under the provisions of this Section 1 in respect of any threatened, pending or completed action, suit or proceeding charging improper personal benefit to that person, whether or not involving action in that person's official capacity, in which the person was adjudged to be liable on the basis that personal benefit was improperly received.

The provisions of this Section are intended to provide every person who is or was an officer or Director of the Council of Unit Owners and who was, is or is threatened to be made a named defendant or respondent in any threatened, pending or completed action, suit or proceeding by reason of service in that capacity with indemnification to the extent permitted in Section 2-418(b) of Title 2, Corporations and Associations Article, Annotated Code of Maryland (1993 Repl. Vol.) as from time to time amended or superseded.

Section 2. Determination that Indemnification is Proper. Indemnification under Section 1 of this Article may not be made by the Council of Unit Owners unless authorized for a specific proceeding after a determination has been made that indemnification is permissible because the person who is or was an officer or Director of the Council of Unit Owners has met the standard of conduct set forth in Section 1 of this Article. Such determination shall be made in the manner provided in Section 2-418 (e) of Title 2, Corporations and Associations Article, Annotated Code of Maryland (1993 Repl. Vol.) as from time to time amended or superseded.

Section 3. Payment of Expenses in Advance of Final Disposition of Action. Reasonable expenses incurred by any person who is or was an officer or Director of the Council of Unit Owners and who is a party to any threatened, pending or completed action, suit or proceeding by reason of service in that capacity may be paid or reimbursed by the Council of Unit Owners in advance of the final disposition of that proceeding, after a determination that the

facts then known to those making the determination would not preclude indemnification under Section 1 of this Article, upon receipt by the Council of Unit Owners of:

(a) a written affirmation by that person of his good-faith belief that the standard of conduct necessary for indemnification by the Council of Unit Owners has been met; and

(b) a written undertaking by that person to repay the amount if it shall ultimately be determined that the standard of conduct necessary for indemnification by the Council of Unit Owners has not been met. This undertaking shall be an unlimited general obligation of the person making it but need not be secured and may be accepted without reference to financial ability to make the repayment.

Determinations and authorizations of payments under this Section 3 of Article VII shall be in the manner specified in Section 2-418 (e), Title 2, Corporations and Associations Article, Annotated Code of Maryland (1993 Repl. Vol.) as from time to time amended or superseded.

Section 4. Liability. The officers and Directors of the Council of Unit Owners, in his or her capacity as such, shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Council of Unit Owners shall have no personal liability with respect to any (i) contract or other commitment made by them, in good faith, on behalf of the Council of Unit Owners except to the extent that such officers or Directors may also be Unit Owners, or (ii) for any failure by the Director, officer or the Council of Unit Owners to obtain or pay for any service which is to be obtained hereunder, or for any injury or damage to persons or property caused by the elements or flow of electricity, gas, water, rain or dust from the outside of any building, from any Unit, or from any pipe, drain, conduit, appliance, equipment or other place, or (iii) in tort or otherwise, directly or indirectly, to any Unit Owner or any person by virtue of its good faith act or failure to act, or (iv) arising out of the use, misuse or condition of the Common Elements, or in any other way as a result or by virtue of the performance of its duties. The Council of Unit Owners shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any of the foregoing items.

Section 5. Provisions of this Article Not Exclusive. The provisions of this Article do not limit the power of the Council of Unit Owners to pay or reimburse expenses incurred by any person who was or is an officer or Director of the Council of Unit Owners in connection with an appearance as a witness in any proceeding by reason of service in that capacity, when that person has not been made a named defendant or respondent in the proceeding. Any right to indemnification provided for in this Article shall be in

addition to, and not exclusive of, any other rights to which any person who is or was an officer or Director of the Council of Unit Owners may be entitled, by law or otherwise.

Section 6. Insurance. The Council of Unit Owners may purchase and maintain insurance on behalf of any person who is or was an officer or Director of the Council of Unit Owners against any liability asserted against and incurred by such person in any such capacity or arising out of such person's position, whether or not the Council of Unit Owners would have the power to indemnify against such liability pursuant to the provisions of this Article or otherwise.

Section 7. Report to Unit Owners. Any indemnification or advance of expenses to any person in accordance with the provisions of this Article, if arising out of a proceeding by or in the right of the Council of Unit Owners, shall be reported in writing to the Unit Owners with the notice of the next annual meeting of Unit Owners or prior to the next annual meeting of the Unit Owners.

Section 8. Interested Director Transactions. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Council of Unit Owners and the Condominium. A contract or other transaction between the Council of Unit Owners and any of its Directors, or between the Council of Unit Owners and any corporation, firm or other entity in which any of its Directors is a director or has a material financial interest is not void or voidable solely because of the common directorship or interest, or because the Director is present at the meeting of the Board of Directors which authorizes, approves or ratifies the contract or transaction, or because the vote of the Director was counted for the authorization, approval or ratification of the contract or transaction, if any of the following conditions exist:

(a) the fact of the common directorship or interest is disclosed or known to the Board of Directors and it approves or ratifies the contract or transaction by the affirmative vote of a majority vote of disinterested Directors, even if the disinterested Directors constitute less than a quorum; or

(b) the fact of the common directorship or interest is disclosed or known to the Unit Owners entitled to vote, and the contract or transaction is authorized, approved or ratified by a majority of the votes cast by the Unit Owners entitled to vote other than the votes appurtenant to Condominium Units owned by the interested Director or corporation, firm or other entity; or

(c) the contract or transaction is fair and reasonable to the Council of Unit Owners at the time it was authorized or ratified.

The Council of Unit Owners may have heretofore or may hereafter, from time to time, enter into contracts, leases or other

agreements with Mallard Landing Community Services, LLC, a Maryland limited liability company ("MLCS"), which is an affiliate of the Developer.

Common or interested Directors or the votes which they are entitled to cast or which are entitled to be cast by an interested corporation, firm or other entity, may be counted in determining the presence of a quorum at a meeting of the Board of Directors or at a meeting of the Unit Owners, as the circumstances may require, at which the contract or transaction is authorized, approved or ratified. If a contract or transaction is not authorized, approved or ratified in a manner provided for in subparagraphs (a) or (b) of this Section 8, the person asserting the validity of the contract or transaction bears the burden of proving that the contract or transaction was fair and reasonable to the Council of Unit Owners at the time it was authorized, approved or ratified.

This Section 8 does not apply to the fixing by the Board of Directors of reasonable compensation for a Director, whether as a Director or in any other capacity.

ARTICLE VIII

Assessments and Carrying Charges for Common Expenses

Section 1. Annual Assessments and Carrying Charges. Each Unit Owner shall pay to the Council of Unit Owners, in advance, a monthly sum (sometimes referred to as "assessments" or "carrying charges," and generally spoken of as "condominium fees") when assessed equal to one-twelfth (1/12) of the Unit Owner's proportionate share (determined in accordance with the percentage interests in common expenses and common profits of the Condominium) of the sum required by the Council of Unit Owners, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

(a) the cost of all operating expenses of the Condominium and services furnished to the Condominium, including, without limitation, charges by the Council of Unit Owners for facilities and services furnished by it;

(b) the cost of necessary management and administration of the Condominium, including fees paid to any Management Agent;

(c) the amount of all taxes and assessments levied against the Council of Unit Owners or upon any property which it may own or which it is otherwise required to pay, if any;

(d) the cost of fire and extended coverage and liability insurance on the Condominium and the cost of such other insurance as the Council of Unit Owners may effect;

(e) the cost of furnishing water, electricity, heat, gas, refuse collection and other utilities and similar services to the Condominium, to the extent furnished by the Council of Unit Owners at common expense (if water is not separately metered to each Unit in each apartment building, each Unit Owner in each apartment building shall pay as an expense appurtenant to each Unit (and not as a common expense) the cost for such water divided by the number of Units in such apartment building);

(f) the cost of funding any reserves established by the Council of Unit Owners, including, when appropriate, a general operating or working capital reserve and a reserve for replacements; and

(g) the estimated cost of repairs, maintenance and replacements of the common elements of the Condominium to be made by the Council of Unit Owners.

The Board of Directors shall determine the amount of the assessments at least annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semiannual or annual basis rather than on the monthly basis hereinabove provided for.

The Board of Directors shall cause to be prepared and submitted to the Unit Owners an annual proposed budget at least thirty (30) days before its adoption. The formulation of the budget shall be subject to the provisions of Section 4, of this Article VIII. Written notice of the assessments to be derived from the proposed budget shall thereupon be sent to the Unit Owners. The omission of the Council of Unit Owners, before the expiration of any annual assessment period, to fix assessments for that or the next such period shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any Unit Owner from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period; and, in that event, the assessment fixed for the preceding period shall continue until a new assessment is fixed. No Unit Owner may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of any Condominium Unit belonging to him.

Section 2. [Intentionally Omitted].

Section 3. [Intentionally omitted].

Section 4. Budget. The Board of Directors, with the assistance and counsel of the Management Agent, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Council of Unit Owners to meet its annual expenses for that period. Copies of the

budget shall be available for examination by the Unit Owners and by their duly authorized agents and attorneys, and to the holder of any first mortgage on any Condominium Unit in the Condominium and by their duly authorized agents and attorneys during normal business hours for purposes reasonably related to their respective interests.

Section 5. Special Assessments. In addition to the regular assessments authorized by this Article, the Council of Unit Owners may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Condominium, including the necessary fixtures and personal property related thereto, operating contingencies of a nonrecurring nature, and for such other purposes as the Board of Directors may consider appropriate. Any special assessment shall have the assent of the Unit Owners representing sixty-seven percent (67%) of the total votes of the Unit Owners either at an annual meeting of the Unit Owners or at a special meeting of the Unit Owners called for that purpose.

Section 6. Reserve for Replacements and Working Capital. The Council of Unit Owners shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be deemed to be a common expense. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, any state or the United States of America. The reserve for replacements may be expended only for the purpose of replacing common elements and equipment of the Condominium and for start-up costs and operating contingencies of a nonrecurring nature. The proportionate interest of any Unit Owner in any reserve for replacements and any other reserves established by the Council of Unit Owners shall be considered an appurtenance of his Condominium Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit.

Section 7. Non-Payment of Assessments - Statement of Condominium Lien. Any assessment levied pursuant to the Declaration or these By-Laws, and any installment thereof, which is not paid on the date when due shall be delinquent and shall entitle the Council of Unit Owners to claim the amount of such assessment, together with interest thereon, late charges and the actual costs of collection and reasonable attorney's fees, as a lien in accordance with the Maryland Contract Lien Act, Section 14-201, Real Property Article, Annotated Code of Maryland (1996 Repl. Vol.) et seq., .

The personal obligation of the Unit Owner to pay the assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment, or any installment thereof, may be maintained without foreclosing or waiving the lien established pursuant to the Maryland Contract Lien Act. Any assessment levied pursuant to the Declaration or these By-Laws, and any installment thereof, which is not paid when due may, upon resolution of the Board of Directors, subject the Unit Owner obligated to pay the same to the payment of such penalty or "late charge" not exceeding the greater of \$15.00 or ten percent (10%) of the delinquent assessment or installment as the Board of Directors may fix and the Council of Unit Owners may bring an action at law against the Unit Owner personally obligated to pay the same or may include such charge in the proceeding initiated under the Maryland Contract Lien Act.

Any penalty or "late charge" which the Board of Directors may elect to assess pursuant to the provisions of this Section 7 may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least fifteen (15) days.

Section 8. Additional Rights of Mortgagees - Notice. Any mortgagee of any Condominium Unit who desires written notice of any default by the mortgagor in any provision of the Declaration which remains uncured for a period in excess of sixty (60) days following the date of such default shall notify the Secretary to that effect by United States Registered or Certified Mail - Return Receipt Requested, postage prepaid. Any such notice shall contain the name and post office address of such mortgagee, the name of the mortgagor, a description of the affected Condominium Unit and the name of the person to whom notice of default should be addressed. The Secretary of the Council of Unit Owners shall maintain a roster of all mortgagees from whom such notices are received.

The Council of Unit Owners shall, upon request, provide written notice to any such mortgagee of a Condominium Unit for which any assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, becomes delinquent for a period in excess of sixty (60) days and, further, of any other default in any provision of the Declaration or these By-Laws affecting the Condominium Unit described in the notice which remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give any such notice to any mortgagee shall not affect the priorities established by this Article, the validity of any assessment levied pursuant to the Declaration or these By-Laws, or the validity of any lien to secure the same.

Section 9. Acceleration of Installments. Upon default in the payment of any monthly installment of any annual assessment levied the entire balance of said annual assessment may be accelerated at

the option of the Board of Directors and be declared due and payable in full. A demand by the Council of Unit Owners for payment of the entire balance of said annual assessment is not enforceable unless the Council of Unit Owners, within fifteen (15) days following default in payment of the monthly or other installment, notifies the Unit Owner in writing that if the Unit Owner fails to pay the delinquent installment within fifteen (15) days following the date of the notice, the entire balance of the annual assessment may be accelerated and declared due and payable in full.

Section 10. Assessment Certificates. The Council of Unit Owners shall, within twenty (20) days following any written demand, furnish to any Unit Owner liable for any assessment levied pursuant to the Declaration or these By-Laws (or any other party legitimately interested in the same) a certificate in writing signed by an officer or agent of the Council of Unit Owners, setting forth the status of the assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any installment of any assessment therein stated to have been paid.

A charge not to exceed Twenty-five Dollars (\$25.00) may be levied in advance by the Council of Unit Owners for each certificate so delivered.

Section 11. Working Capital Contribution. Upon the initial conveyance of each Condominium Unit by the Declarant, its successors or its assigns, a working capital contribution shall be made to the Council of Unit Owners in an amount equal to two (2) times the monthly condominium assessment for that particular type of Unit.

Section 12. Subordination of Lien. In the event that a lien is established against a Condominium Unit, in accordance with the Maryland Contract Lien Act and this Article VIII, the priority of such lien shall be subordinate to the lien of any Mortgage on the same Condominium Unit, if and only if such Mortgage is recorded among the Land Records of the county in which the Condominium is located before the recordation among said Land Records of a statement of condominium lien.

Section 13. Liability for Assessments - Mortgagee. A mortgagee who obtains title to a Unit, pursuant to any of the remedies set forth in a Mortgage, including foreclosure or a deed in lieu of foreclosure, shall not be liable for any assessments or carrying charges for such Unit, which accrued or became due prior to the date that the mortgagee takes title to the Unit.

Condominium Unit, to the extent such payment is required by any lienor and to the extent the same is sufficient for the purpose, all liens upon said Condominium Unit in accordance with the priority of interest in each Unit.

ARTICLE XIII

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Council of Unit Owners shall begin on the first day of January every year, except for the first fiscal year of the Council of Unit Owners which shall begin at the date of recordation of the Declaration among the Land Records for the jurisdiction where the Condominium is located. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Council of Unit Owners subsequently dictate.

Section 2. Principal Office. The principal office of the Council of Unit Owners shall be as set forth in Article I of these By-Laws. The Board of Directors, by appropriate resolution, may change the location of the principal office of the Council of Unit Owners, provided, however, that no change shall become effective until a certificate evidencing such change shall have been made by the Secretary or any Assistant Secretary of the Council of Unit Owners and recorded, in the name of the Council of Unit Owners, among the Land Records for the jurisdiction where the Declaration is originally recorded.

Section 3. Books and Accounts. Books and accounts of the Council of Unit Owners shall be kept under the direction of the Treasurer in accordance with good accounting practices on a consistent basis. They shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Council of Unit Owners and shall specify the maintenance and repair expenses of the Condominium, services provided with respect to the same and any other expenses incurred by the Council of Unit Owners. The amount of any assessment required for payment of any capital expenditures or reserves of the Council of Unit Owners may be credited upon the books of the Council of Unit Owners to the "Paid-in-Surplus" account as a capital contribution by the members. The receipts and expenditures of the Council of Unit Owners shall be credited and charged to other accounts under at least the following classifications:

(a) "Current Operations" which shall involve the control of actual expenses of the Council of Unit Owners, including reasonable allowances for necessary contingencies and working capital funds in relation to the assessments and expenses herein elsewhere provided for; and

(b) "Reserves" which shall involve the control of such reserves as are provided for in these By-Laws and any other reserve funds which may from time to time be approved by the Board of Directors; and

(c) "Investments" which shall involve the control over investment of reserve funds and such other funds as may be deemed suitable for investment on a temporary basis by the Board of Directors.

Every record kept by the Council of Unit Owners shall be maintained in the State of Maryland or within fifty (50) miles of its borders.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Council of Unit Owners shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Council of Unit Owners shall furnish the Unit Owners and any mortgagee requesting the same by notice in writing to the Council of Unit Owners with an annual financial statement, including the income and disbursements of the Council of Unit Owners for that annual period, within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Council of Unit Owners, vouchers accrediting the entries made thereupon and all other records maintained by the Council of Unit Owners shall be available for examination by the Unit Owners and by their duly authorized agents or attorneys, and by the institutional holder of any first mortgage on any Condominium Unit and its duly authorized agents or attorneys, at some place designated by the Board of Directors, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

Section 6. Execution of Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Council of Unit Owners by either the President or Vice President, and all checks shall be executed on behalf of the Council of Unit Owners by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 7. Seal. The Board of Directors may provide a suitable corporate seal containing the name of the Council of Unit Owners, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE XIV

Physical Management

Section 1. Management and Common Expenses. The Council of Unit Owners, acting by and through its Board of Directors, shall manage, operate and maintain the Condominium and, for the common benefit of the Unit Owners, shall enforce the provisions hereof and shall pay out of the common expense fund the cost of managing, operating and maintaining the Condominium, including, without limitation, the following:

(a) the cost of providing water, sewer, and refuse collection and electrical, gas and other necessary utility and similar services for the common elements and, to the extent that the same are not separately metered or billed to each Condominium Unit, for the Condominium Units; and

(b) the cost of fire and extended liability insurance on the Condominium and the cost of such other insurance as the Council of Unit Owners may effect; and

(c) the cost of the services of a person or firm to manage the Condominium to the extent deemed advisable by the Council of Unit Owners consistent with the provisions of these By-Laws, together with the services of such other personnel as the Board of Directors of the Council of Unit Owners shall consider necessary for the operation of the Condominium; and

(d) the cost of providing such legal and accounting services as may be considered necessary by the Board of Directors for the operation of the Condominium; and

(e) the cost of repairs, maintenance, service and replacement of the common elements of the Condominium, including, without limitation, the cost of painting, maintaining, replacing, repairing and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper; provided, however, that nothing herein contained shall require the Council of Unit Owners to repair, replace, or otherwise maintain the interior of any Condominium Unit or any fixtures, appliances, equipment or the like located therein, except to the extent expressly set forth in Article VIII, Section 1 of the Declaration; and

(f) the cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Council of Unit Owners is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the Condominium; provided, however, that if any of the aforementioned are provided or paid for the specific benefit of a particular

Condominium Unit or Units, the cost thereof shall be specially assessed to the owner or owners thereof in the manner provided in this Article; and

(g) the cost of the maintenance or repair of any Condominium Unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common elements or to preserve the appearance or value of the Condominium, or is otherwise in the interest of the general welfare of all of the Unit Owners; provided, however, that, except in cases involving emergencies or manifest danger to safety of person or property, no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the Condominium Unit proposed to be maintained and, provided further, that the cost thereof shall be assessed against the Condominium Unit for which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be entered promptly to the then owner of said Condominium Unit at which time the assessment shall become due and payable and a continuing obligation of said Unit Owner in all respects as provided in Article VIII of these By-Laws; and

(h) any amounts necessary to discharge any lien or encumbrance levied against the Condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual Condominium Unit.

Section 2. Council of Unit Owners as Attorney-in-Fact. The Council of Unit Owners is hereby irrevocably appointed as attorney-in-fact for the owners of all of the Condominium Units in the Condominium, and for each of them, to manage, control and deal with the interests of such Unit Owners in the common elements of the Condominium so as to permit the Council of Unit Owners to fulfill all of its powers, functions and duties under the provisions of the Condominium Act, the Declaration and the By-Laws, and to exercise all of its rights thereunder and to deal with the Condominium upon its destruction and the proceeds of any insurance indemnity, as herein elsewhere provided. The foregoing shall be deemed to be a power of attorney coupled with an interest and the acceptance by any person or entity of any interest in any Condominium Unit shall constitute an irrevocable appointment of the Council of Unit Owners as attorney-in-fact as aforesaid.

37Section 3. Management Agent. To the extent permitted by law, the Council of Unit Owners may by contract in writing delegate any of its ministerial duties, powers or functions to the Management Agent. The Council of Unit Owners and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

ARTICLE IX

Use Restrictions

Section 1. Residential Use. Except for such Condominium Units as may be designated in the Declaration or on the Condominium Plat for commercial or other non-residential purposes, if any, and except for such temporary non-residential uses as may be permitted by the Board of Directors from time to time, all Condominium Units shall be used for residential purposes. Nothing in this Article IX, or elsewhere contained in these By-laws, shall be construed to prohibit the Declarant from the use of any Condominium Units which the Declarant owns for promotional or display purposes, as "model apartments", a sales office or the like, or from leasing any Unit or Units which the Declarant owns or for using any Unit in any other reasonable or customary manner, or for any other purpose related to the development, construction, sale, promotion or operation of the Condominium or the Units, except that Declarant shall nevertheless be bound by the provisions of Section 2 of this Article. Nothing in this Article IX, or elsewhere contained in these By-laws, shall be construed to prohibit MLCS from the use of any Condominium Unit which MLCS owns or leases for purposes related to the provision of community services to Unit Owners.

Section 2. Age Limitations - Occupancy - Community Services. Mallard Landing Condominium has been designed and is intended to be operated as a community for mature adults. In furtherance of this concept of the community, it is intended and hereby declared that (i) each Unit shall be occupied only by full-time residents, each of whom shall be not less than fifty-five (55) years of age, provided, however, a Unit may, for purposes of accommodating guests, be occupied temporarily and for a short period of time (not to exceed thirty (30) days by persons who have not yet obtained age fifty-five (55), and (ii) each Unit Owner, other than the Declarant, must enter into and be a party to a Community Services Agreement with MLCS, or its successor or assigns, until the date which is twenty (20) years from the date the Declaration was recorded among the Land Records of Wicomico County. No Unit Owner shall permit his or her Unit to be occupied in violation of the provisions of this Section 2.

Section 3. Leasing and Related Restrictions. No portion of any Condominium Unit (other than the entire Unit) shall be leased for any period. Any owner of any condominium unit who shall lease such unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. All leases shall be in writing. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the condominium unit shall be subject and subordinate in all respects to the provisions of the Declaration and these By-Laws and to such other reasonable rules and regulations relating to the use of the common elements, or other "house rules", as the Board of

Directors may from time to time promulgate and shall provide, further, that any failure by the tenant to comply with the provisions of such documents shall be a default under the lease, and such provisions may be enforced by the Board of Directors. No condominium unit shall be rented for transient or hotel purposes. No condominium unit shall be leased for an initial term of less than six (6) months.

Section 4. Prohibited Uses and Nuisances. The Declarant and its agents, contractors and subcontractors are exempted from the provisions of this section in their undertakings to construct, promote, maintain, improve, repair, operate and sell the condominium, the Units or the common elements. MLCS and its agents, contractors and subcontractors are exempted from the provisions of this Section in their undertaking to provide community services to the Unit Owners. No Unit Owner shall undertake any construction of any kind, particularly of fences or exterior additions to their units, without the prior written approval of the Board of Directors. In addition, and not to limit the generality of the foregoing, no Unit Owner shall undertake any of the following:

(a) no offensive trade or activity shall be carried on within the Condominium or any Condominium Unit, which may become an annoyance to the neighborhood or the other Unit Owners.

(b) there shall be no obstruction of any of the common elements. Nothing shall be stored upon any of the general common elements.

(c) nothing shall be done or maintained in any Condominium Unit or upon any of the common elements which will increase the rate of insurance on the Condominium, or result in its cancellation without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any Condominium Unit or upon the common elements which would be in violation of any law.

(d) no structural alteration, construction, addition or removal of any Condominium Unit or the common elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.

(e) the keeping, breeding or boarding of animals, of any kind, regardless of number, shall be and is hereby prohibited within any Condominium Unit or upon any of the common elements, except for the keeping of common household pets. The keeping of such pets shall be subject to the following:

(i) The rules and regulations adopted by the Board of Directors, and

(ii) That such pets are not kept or maintained for commercial purposes or for breeding, and

(iii) That the Unit Owner exterminates at least once in September of each year against fleas, ticks and other insects which subsist near household pets, and

(iv) That any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently barred from the Condominium, after ten (10) days written notice from the Board of Directors, and

(v) That such pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed, and

(vi) That any Unit Owner who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Council of Unit Owners, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of any action by or the existence of such pet within the Condominium; and

(vii) That each such pet shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law; and

(viii) That each Unit Owner shall be required to clean up any and all excrement caused by his or her pet on the common elements.

(f) except for signs posted by the Declarant or the Council of Unit Owners for promotional or marketing purposes, traffic control or otherwise, no signs of any character shall be posted or displayed upon, in, from or about any Condominium Unit or the common elements without the prior consent in writing of the Board of Directors. The provisions of this subsection shall not be applicable to the institutional holder of any first mortgage who comes into possession of any Condominium Unit by a foreclosure sale or other judicial sale or other proceeding, arrangement, assignment or deed in lieu of foreclosure.

(g) no junk vehicle or other vehicle on which current registration plates are not displayed, trailer, truck, camper, house trailer, boat or the like shall be kept upon any of the general common elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the common elements or within or upon any Condominium Unit.

(h) No unreasonable or unsightly accumulation or storage of trash shall be permitted within any Condominium Unit or upon any of the common elements. Trash and garbage containers shall not be permitted to remain in public view. All refuse shall be deposited with care in containers designated for such purpose during such

hours as may from time to time be designated by the Board of Directors.

(i) no trailer, tent, shack or other outbuilding shall be maintained upon any common elements at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any of the common elements at any time. No clothing, laundry or the like shall be hung from any part of any Condominium Unit or upon any of the common elements or from or upon any balcony or patio.

(j) unless applicable law provides Unit Owners with the right to maintain the same, no outside television or radio aerial or antenna, shall be maintained upon any Condominium Unit or upon any of the common elements without the prior written consent of the Board of Directors.

(k) no unlawful use shall be made of any Condominium Unit or any portion of the common elements and all laws, zoning and other ordinances, regulations of governmental and other municipal bodies and the like shall be observed at all times.

(l) no Unit Owner shall engage or direct any employee of the Council of Unit Owners or the Management Agent on any private business of the Unit Owner during the hours such employee is employed by the Council of Unit Owners or the Management Agent nor shall any member direct, supervise or in any manner attempt to assert control over any such employee.

(m) there shall be no violation of any rules for the use of the common elements, or other reasonable "house rules", which may from time to time be adopted by the Board of Directors and promulgated among the Unit Owners by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt and promulgate such rules.

(n) there shall be no water beds within any Condominium Unit situated above another Condominium Unit.

ARTICLE X

Architectural Review

Section 1. Architectural and Environmental Review. Except for purposes of proper maintenance and repair or as otherwise in the Condominium Act or these By-Laws provided, it shall be prohibited for any Unit Owner to make any structural change or any improvement or addition to (including, but not limited to any enclosure or creation of a screen, fence, or railing) the common elements, general or limited, without the written consent of the Committee or the Board of Directors. No approval of any change, improvement or addition shall be valid unless the Unit Owner shall have submitted

complete plans and specifications, showing the location, nature, shape, height, color, type of construction and materials associated with the proposed change, improvement or addition (including, without limitation, any other information specified by the Board of Directors or its designated committee).

Section 2. Architectural and Environmental Review Committee - Operation. The Architectural and Environmental Review Committee (the "Committee") shall be composed of an uneven number of three (3) or more natural persons designated from time to time by the Board of Directors of the Council of Unit Owners and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fails to appoint a Committee, then the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the members of the Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, etc. Upon approval of the Committee of any plans and specifications submitted, a copy of such plans and specifications, as approved, shall be kept in the permanent records of the Committee and a copy of the plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting them. In the event the Committee fails to approve or disapprove plans and specifications within sixty (60) days after their submission, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Committee shall be commenced within six (6) months following the date of approval by the Committee (whether by affirmative action or by forbearance from action) and shall be substantially completed within twelve (12) months following the date of commencement. If construction is not commenced timely, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from approved plans and specifications without the prior consent of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, in the event such plans and specifications are submitted for use in any other instance.

Section 5. Certificate of Compliance. Upon the completion of any construction or alteration the Committee shall, at the request of the Unit Owner affected, issue a certificate of compliance which shall be prima facie evidence that such construction or alteration has been approved.

Section 6. Rules and Regulations, etc. The Committee may adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, as it may consider necessary or appropriate. No rules, regulations, statements or criteria shall be construed as a waiver of the provisions of this Article or any other provision or requirement of the Declaration or these By-Laws. The Committee may charge a reasonable fee for the examination of plans and specifications submitted for approval. The decisions of the Committee shall be final except that any Unit Owner who disagrees with any action or forbearance from action by the Committee may appeal the decision of the Committee to the Board of Directors and, upon the request of such Unit Owner, shall be entitled to a hearing before the Board of Directors.

Section 7. Additions, Alterations or Improvements by Board of Directors. Except in cases of bona fide emergencies involving danger to life or property, or the interruption of essential services to the Condominium, whenever in the judgment of the Board of Directors the common elements of the Condominium shall require additions, alterations or improvements requiring the expenditure of funds of the Council of Unit Owners in excess of Twenty-five Thousand Dollars (\$25,000.00) during any particular fiscal year of the Council of Unit Owners, such additions, alterations or improvements shall not be made until they have been approved by Unit Owners representing a majority of the total votes of the Unit Owners at a meeting of the Unit Owners duly called for such purpose. This limitation does not apply to the costs associated with the maintenance of the common elements of the Condominium, whether ordinary or extraordinary, nor to their periodic replacement.

Section 8. Exemptions. The Declarant and its agents, contractors, and subcontractors are exempted from the provisions of this Article X in their undertakings to construct, promote, maintain, improve, repair, operate or sell the condominium, the Units or the common elements. MLCS and its agents, contractors and subcontractors are exempted from the provisions of this Article X in their undertaking to provide community services to Unit Owners.

ARTICLE XI

Insurance

Section 1. Insurance. The Council of Unit Owners shall obtain and maintain all insurance required by law, including, to the extent reasonably available, at least the following:

(a) casualty or physical damage insurance in an amount equal to the full replacement value (i.e., 100% of "replacement cost" exclusive of land, foundation and excavation) of the Condominium (including all building service equipment and the like) as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage, such coverage to afford protection against at least:

- (i) loss or damage by fire and other hazards covered by the standard extended coverage as endorsement; and
- (ii) such other risks are customarily covered by the standard "all-risk" endorsement and such other risks as are customarily covered with respect to projects similar in construction, location and use; and

(b) comprehensive public liability insurance (including medical payments insurance) in such amounts and in such forms as may be considered appropriate by the Council of Unit Owners, but not less than One Million Dollars (\$1,000,000.00) covering all claims for death, bodily injuries and property damage arising out of a single occurrence, in connection with such risks as shall customarily be covered with respect to projects similar in construction, location and use, including any and all other liability incident to the ownership, maintenance and use of the Condominium or any portion thereof.

(c) workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(d) a "Legal Expense Indemnity Endorsement", or its equivalent, protecting the officers and Directors of the Council of Unit Owners for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his or her services; and

(e) such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Fidelity Bonds. The Council of Unit Owners may maintain fidelity bonds or equivalent insurance to protect against dishonest acts of officers and Directors, trustees for the Council of Unit Owners and employees and agents of the Council of Unit Owners who handle or are responsible for the handling of funds of or administered by the Council of Unit Owners.

Section 3. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to all applicable provisions and requirements of law and to the following provisions:

(a) all policies shall be written with a company or companies licensed to do business in the State of Maryland and holding a current general policy holder's rating of Class B or better and a current financial rating of Class VI or better in Best's insurance Reports.

(b) exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Council of Unit Owners, as a trustee for the owners of the Condominium Units, or its authorized representative, including any trustee with which the Council of Unit Owners may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be herein elsewhere referred to as the "Insurance Trustee".

(c) in no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the Condominium Units or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Council of Unit Owners pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board of Directors and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any owner of any Condominium Unit, or their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of negligence on the part of any of them.

(e) all policies shall provide that they may not be canceled, surrendered or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the Condominium Units.

(f) all policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors (or any Insurance Trustee) or when in conflict with the provisions of any Insurance Trust Agreement to which the Council of Unit Owners may be a party, these By-Laws or the provisions of the Condominium Act.

(g) all policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Council of Unit Owners, the Board of Directors, the owner of any Condominium Unit and their respective agent, employees or tenants, and of any

defenses based upon co-insurance or invalidity arising from the acts of the insured.

(h) to the extent permitted by applicable law, all policies of casualty insurance shall contain the standard mortgagee clause except that any loss or losses payable to named mortgagees shall be payable in the manner set forth in Article XII of these By-Laws. Such mortgagee clause shall provide for notice in writing to the mortgagee of any loss paid as aforesaid.

(i) to the extent permitted by applicable law, the maximum deductible amount in all policies of casualty insurance shall be the lesser of \$10,000.00 or one percent (1%) of the face amount of the policy. The Board of Directors may determine the actual deductible amount in the casualty insurance policies, provided such amount is in accordance with the preceding sentence.

Section 4. Notice to Unit Owners. In the event any policy of insurance obtained by the Council of Unit Owners is terminated, then, within ten (10) days following the date of termination, the Council of Unit Owners shall give prompt written notice of that fact to each Unit Owner at his address as it appears on the roster of Unit Owners maintained by the Council of Unit Owners, or if no such address appears, at his last known place of address or at his Condominium Unit.

Section 5. Individual Policies - Recommendation of Declarant Notice to Board of Directors. The owner of any Condominium Unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "Condominium Unit-Owner's Endorsement" or its equivalent, for improvements and betterments to the Condominium Unit made or acquired at the expense of the owner) at his own expense. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 3(g) of this Article.

The Declarant recommends that each owner of a Condominium Unit obtain a plate glass damage policy and a "Tenant's Homeowners Policy" or its equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Condominium Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "Condominium Unit-Owner's Endorsement" or its equivalent, to cover losses to improvements and betterments to the Condominium Unit made or acquired at the expense of the Unit Owner.

Section 6. Endorsements, etc. The Council of Unit Owners, at the request of any Unit Owner or at the request of a mortgagee shall promptly obtain and forward to such owner or mortgagee (a) an endorsement to any of the policies above mentioned showing the interest of such Unit Owner or mortgagee as it may appear; and (b) certificates of insurance relating to any of such policies; and (c) copies of any such policies, duly certified by the insurer or its duly authorized agent.

ARTICLE XII

Casualty Damage - Reconstruction or Repair

Section 1. Use of Insurance Proceeds. In the event of damage to or destruction of the Condominium by fire or other casualty, the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications for the Condominium with the proceeds of insurance available for that purpose, if any, unless:

- (a) the Condominium is terminated; or
- (b) repair or reconstruction would be illegal under any State of Maryland or local health safety statute or ordinance; or
- (c) Unit Owners representing at least eighty percent (80%) of the total votes of the Unit Owners, including every owner of a Condominium Unit which is proposed not to be repaired or reconstructed, vote not to make such repairs or reconstruction at any special meeting of the Unit Owners duly called for such purpose.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any casualty not insured against, then the repair or reconstruction of the damage shall be accomplished promptly by the Council of Unit Owners at common expense, pursuant and subject to such conditions and subject to such controls as the "mortgagee", as defined in Section 4 of this Article, may require. The ratable share of the expense of such repairs or reconstruction may be assessed as common expenses by resolution of the Board of Directors and, in the event any Contract Lien is recorded with respect to any such assessments, then the lien shall have all the priorities provided for in Article VIII of these By-Laws. In the event that the proceeds of casualty insurance are paid to any Insurance Trustee pursuant to the requirements of Section 4 of this Article, then all funds collected from the Unit Owners of the Condominium Units pursuant to this Section 2 shall likewise be paid over to such Insurance Trustee and shall be disbursed by such Insurance

Trustee in accordance with the provisions of Section 4 of this Article.

Section 3. No Restoration - Distribution. In the event the Condominium is damaged or destroyed by fire or other casualty and the Unit Owners do not promptly resolve to proceed with repair or reconstruction, then and in that event the Condominium shall be deemed to be owned by the owners of all of the Condominium Units in the manner contemplated by law and in the same proportion as that established in the Declaration for ownership of appurtenant undivided interests in the common elements, and the Condominium shall be subject to an action for partition at the suit of the owner of any Condominium Unit, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Council of Unit Owners or to the Unit Owners in common, shall be considered as one fund and shall be divided among the owners of all of the Condominium Units in the same proportion as that established in the Declaration for ownership of appurtenant undivided interests in the common elements, after first paying out of the share of the owner of any Condominium Unit, to the extent such payment is required by any lienor and to the extent such share is sufficient for the purpose, all liens upon said Condominium Unit in accordance with the priority of interests in each Unit.

Section 4. Board of Directors as Insurance Trustee. In the event the cost of reconstruction or repair (as estimated by the Board of Directors) shall exceed an amount equal to five percent (5%) of the full replacement value of the Condominium, as estimated by the Board of Directors and the insurer pursuant to the requirements of Section 1(a) of Article XI of these By-Laws for the period during which such loss was sustained, and the institutional holder or holders of any mortgages or other obligations secured by any Condominium Unit or Units in the aggregate principal sum of more than Two Hundred Fifty Thousand Dollars (\$250,000.00) (hereinafter in this Section 4 collectively called the "mortgagee") shall so require, all proceeds of insurance shall be paid over to the Board of Directors, and shall be paid out from time to time as the reconstruction or repair progresses in accordance with the provisions of an Insurance Trust Agreement satisfactory in form and substance to the mortgagee and which shall contain, inter alia, the following provisions to the extent permitted by law:

(a) the reconstruction or repair shall be in the charge of an architect or engineer, who may be an employee of the Council of Unit Owners, satisfactory to the mortgagee, and hereinafter in this Section 4 called the "architect".

(b) prior to the commencement of the reconstruction or repair, other than such work as may be necessary to protect the Condominium from further damage, the mortgagee shall have approved the plans and specifications for such reconstruction or repair,

which approval shall not be unreasonably withheld, conditioned or delayed.

(c) unless otherwise required by the mortgagee, each request for an advance of the proceeds of insurance shall be made to the mortgagee at least ten (10) days prior to delivery to the Board of Directors and shall be accompanied by a certificate from the architect to the effect that (i) all work then completed has been performed in accordance with the plans and specifications and all applicable building codes or similar governmental requirements; and (ii) the amount requested to be advanced is required to reimburse the Council of Unit Owners for payments previously made by the Council of Unit Owners or is due to the contractor responsible for the restoration or repair, or to subcontractors, materialmen, laborers, engineers, architects or to other persons responsible for services or materials in connection with such restoration or repair, or for fees or the like necessarily incurred in connection with the same; and (iii) when added to amounts previously advanced by the Board of Directors, the amount requested to be advanced does not unreasonably exceed the value of the work done and materials delivered to the date of such request; and (iv) funds remaining available to the Board of Directors for the purpose are sufficient to complete the reconstruction or repair.

(d) each request for an advance of the proceeds of insurance shall, if required by the mortgagee, be accompanied by satisfactory waivers of liens covering that portion of the repair or reconstruction for which payment or reimbursement is being requested, together with appropriate evidence from a title insurance company or the like to the effect that there has not been filed with respect to the Condominium any mechanic's or other lien, or notice of intention to file the same, which has not been dismissed or satisfied of record.

(e) the fees and expenses of the Board of Directors shall be paid by the Council of Unit Owners as a common expense, and such fees and expenses may be deducted from any insurance proceeds in the hands of the Board of Directors, pro rata as the reconstruction or repair progresses.

(f) such other provisions not inconsistent with law or the provisions hereof as the Board of Directors or the mortgagee may reasonably require.

Upon completion of the reconstruction or repair and payment in full of all amounts due on account thereof, any proceeds of insurance then in the hands of the Board of Directors shall be paid to the Council of Unit Owners and shall be considered as one fund and shall be divided among the owners of all of the Condominium Units in the same proportion as that established in the Declaration for ownership of appurtenant undivided interests in the common elements, after first paying out of the share of the owner of any

Section 4. Limitation of Liability. The Council of Unit Owners shall not be liable for any failure of water supply or other services to be obtained by the Council of Unit Owners or paid for out of the common expense funds. The Council of Unit Owners shall not be liable to the owner of any Condominium Unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. No diminution or abatement of common expense assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements, or to any Condominium Unit, or from any action taken by the Council of Unit Owners to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE XV

Parking

Section 1. General Requirements. All parking areas within the Condominium, not designated as limited common elements, shall be considered part of the general common elements and may be assigned to units. Each Unit Owner shall comply in all respects with such supplementary rules and regulations which are not inconsistent with the provisions of the Declaration or these By-Laws which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the Condominium, and the Board of Directors is hereby, and elsewhere in these By-Laws authorized to adopt such rules and regulations.

ARTICLE XVI

Special Provisions Required by
Mayor and City Council of the City of Salisbury

Section 1. Maintenance of General Common Elements. As set forth in Article VIII, Section 1 of the Declaration, the Council of Unit Owners shall maintain the general common elements including, but not limited to, open space areas, storm water management facilities and street lighting, if any.

Section 2. Grant of Easement to City of Salisbury. The Developer hereby grants and the Council of Unit Owners agrees that there does exist a perpetual easement in favor of the Mayor and Council of the City of Salisbury (the "City"), so that it and its agents, servants and employees may have access to the general common elements in order to perform any maintenance described in Section 3 of this Article XVI.

Section 3. Maintenance Rights of City. In the event certain or all of the general common elements are not maintained within

thirty (30) days after the Council of Unit Owners receives written notice from the City, the agents, servants and employees of the City are authorized to enter upon the general common elements and to perform the necessary maintenance, in which event it shall be lawful for the City to assess the Council of Unit Owners or the owners of the property served by such general common elements, the cost of the work and any applicable penalties. Said costs, if unpaid, shall be a lien against all properties served by such general common elements, on a pro rata basis, and charges so assessed shall become a lien on the property served as in the case of real estate property taxes and shall be collected as ordinary real estate property taxes.

Section 4. Dedication. The general common elements are to be reserved in perpetuity for the Unit Owners, users or other occupants of the Condominium, as herein set forth.

Section 5. Dedication and Amendment. The following actions require the prior consent of the City, which shall not be unreasonably withheld, conditioned or delayed: Dedication of the general common elements; dissolution or mortgaging of the general common elements; and any amendment involving: (i) the ownership of the general common elements; (ii) responsibility or method for maintenance of the general common elements; (iii) compulsory membership in the Council of Units Owners or the requirement that each Unit Owner be subject to the compulsory assessment provisions of these By-laws; or (iv) the requirement that all general common elements be reserved in perpetuity for the Unit Owners, users or occupants of the Mallard Landing Condominium.

ARTICLE XVII

Amendment

Section 1. Amendments. Subject to the terms of Article VI Section 1 of the Declaration, these By-Laws may be amended by the affirmative vote of Unit Owners representing sixty-seven percent (67%) of the total votes of the Unit Owners at any annual meeting of the Unit Owners or at any special meeting of the Unit Owners duly called for such purpose, in accordance with the provisions and requirements of these By-Laws and Title 11, Real Property Article, of the Annotated Code of Maryland (1996 Repl. Vol.), as amended. Any amendment to these By-Laws shall be effective only upon the recordation of such amendment among the Land Records for the jurisdiction where the Declaration was originally recorded, together with a certificate in writing of the President of the Council of Unit Owners stating that the amendment was approved as aforesaid.

Section 2. Proposal of Amendments. Amendments to these By-Laws may be proposed by the Board of Directors of the Council of Unit Owners

or by petition signed by Unit Owners representing at least twenty-five percent (25%) of the total votes of the Unit Owners, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the Unit Owners at which such proposed amendment is to be considered and voted upon.

ARTICLE XVIII

Mortgages - Notice - Other Rights of Mortgagees

Section 1. Notice to Board of Directors. Any owner of any Condominium Unit in the Condominium who mortgages such Unit shall promptly notify the Board of Directors of the name and address of his mortgagee. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Casualty losses. In the event of damage or destruction of any condominium Unit or any part of the common elements of the Condominium the Board of Directors of the Council of Unit Owners shall give prompt written notice of such damage or destruction to the holders of all first mortgage of record on the Condominium Units. No provision of the Declaration or these By-Laws shall entitle any Unit Owner to any priority over the holder of any first mortgage of record in his Condominium Unit with respect to the distribution to such Unit Owner of any insurance proceeds.

Section 3. Condemnation or Eminent Domain. In the event any Condominium Unit or any part of the common elements of the Condominium is made the subject matter of any condemnation or eminent domain proceedings, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Council of Unit Owners shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Condominium Units. No provision of the Declaration or these By-Laws shall entitle any Unit Owner to any priority over the holder of any first mortgage of record on his Condominium Unit with respect to the distribution to such Unit Owner of the proceeds of any condemnation award or settlement.

ARTICLE XIX

Compliance - Interpretation - Miscellaneous

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of Title 11, Real Property Article, Annotated Code of Maryland (1996 Repl. Vol.), as amended.

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of Title 11, Real Property Article, Annotated Code of Maryland (1996 Repl. Vol.), as amended. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statute. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the aforesaid Declaration and Title 11, Real Property Article, Annotated Code of Maryland (1996 Repl. Vol.), as amended, the provisions of the statute shall control.

Section 3. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

Section 4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 7. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Received for Record SEP 17 1998 and
recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.
No. 1629 Folios 387-447
Madeline L. Brown Clerk

IMP FD SURE \$ 5.00
RECORDING FEE 75.00
TOTAL 80.00
Ref # 33288
MSB 3853 Blk # 937
Sep 17, 1998 10:15 am

MALLARD LANDING CONDOMINIUM

FIRST AMENDMENT TO BY-LAWS

Article V, Section 5 of the By-laws of Mallard Landing Condominium, a Maryland condominium regime established by Declaration dated September 15, 1998, recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1629, Folio 387, is revised to read as follows:

Section 5. Election and Term of Office. The term of the Directors initially named herein shall expire when their successors have been elected at the first annual meeting of Unit Owners and are duly qualified. The election of Directors shall be by ballot, unless balloting is dispensed with by the unanimous consent of the Unit Owners present at any meeting, in person or by proxy. There shall be no cumulative voting. At the first annual meeting of the Unit Owners, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the other Director or Directors shall be fixed for one (1) year. **The term of Directors elected at the Annual Meeting of June 19, 2002, shall be two (2) years and all future Directors' terms shall be two (2) years. Directors shall hold office until their successors have been elected and hold their first regular meeting.**

I hereby certify that I am the person specified in Article VI, Section 6 of the By-laws of Mallard Landing Condominium to count votes at meetings of its Council of Unit Owners and that the amendment set forth above was approved by unit owners having at least sixty-seven percent (67%) of the votes in that body, which is the required percentage of votes to amend the By-laws pursuant to Article XVII, Section 1 thereof.

Louise V. Morgan
Louise V. Morgan, Secretary of
Mallard Landing Council of Unit Owners, Inc.

I hereby certify that I am the President of the Council of Unit Owners of Mallard Landing Condominium and that this amendment of its By-laws was approved as prescribed therein for such action.

Robert H. Hutchinson
Robert H. Hutchinson, President of
Mallard Landing Council of Unit Owners, Inc

M
Mallard Landing Council of
Unit Owners

Salisbury Md 21804

LIBER 3735 FOLIO 405
MALLARD LANDING CONDOMINIUM
SECOND AMENDMENT TO BY-LAWS

Article XI, Section 3(i) of the By-laws of Mallard Landing Condominium, a Maryland condominium regime established by Declaration dated September 15, 1998, recorded among the Land Records of Wicomico County, Maryland in Liber M.S.B. No. 1629, Folio 387, is revised to read as follows:

Section 3(i) The deductible selected on any policy of insurance for the Condominium, its officers, agents, managers and/or directors shall be as determined from time to time by the Board of Directors and in accordance with the Maryland Condominium Law

I hereby certify that I am the person specified in Article VI, Section 6 of the By-laws of Mallard Landing Condominium to count votes at meetings of its Council of Unit Owners and that the amendment set forth above was approved by unit owners having at least sixty-seven percent (67%) of the votes in that body, which is the required percentage of votes to amend the By-laws pursuant to Article XVII, Section 1 thereof.

Elaine T. Laws

Elaine T. Laws, Secretary of Mallard Landing Council of Unit Owners, Inc.

I hereby certify that I am the President of the Council of Unit Owners of Mallard Landing Condominium and that this amendment of its By-laws was approved as prescribed therein for such action.

Margaret P. Pruitt

Margaret P. Pruitt, President of Mallard Landing Council of Unit Owners, Inc.

M: Mallard Landing Comm
1107 S Schumaker Dr
Salis MD 21804

MALLARD LANDING CONDOMINIUM
THIRD AMENDMENT TO BY-LAWS

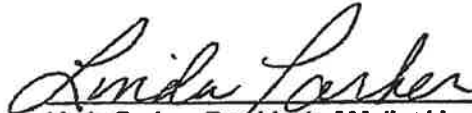
Article IX, Section 4 (iii) of the By-laws of Mallard Landing Condominium, a Maryland condominium regime established by Declaration dated September 15, 1998, recorded among the Land Records of Wicomico County, Maryland in Liber M.S.B. No. 1629, Folio 387, is revised to read as follows:

Section 4 (iii) That the Unit Owner is responsible for prevention against fleas, ticks, and other insects which subsist near household pets.

I hereby certify that I am the person specified in Article VI, Section 6 of the By-laws of Mallard Landing Condominium to count votes at meetings of its Council of Unit Owners and that the amendment set forth above was approved by unit owners having at least sixty-seven percent (67%) of the votes in that body, which is the required percentage of votes to amend the By-laws pursuant to Article XVII, Section 1 thereof.


Marvia S. Perreault, Secretary of Mallard Landing Council of Unit Owners, Inc.

I hereby certify that I am the President of the Council of Unit Owners of Mallard Landing Condominium and that this amendment of its By-laws was approved as prescribed therein for such action.

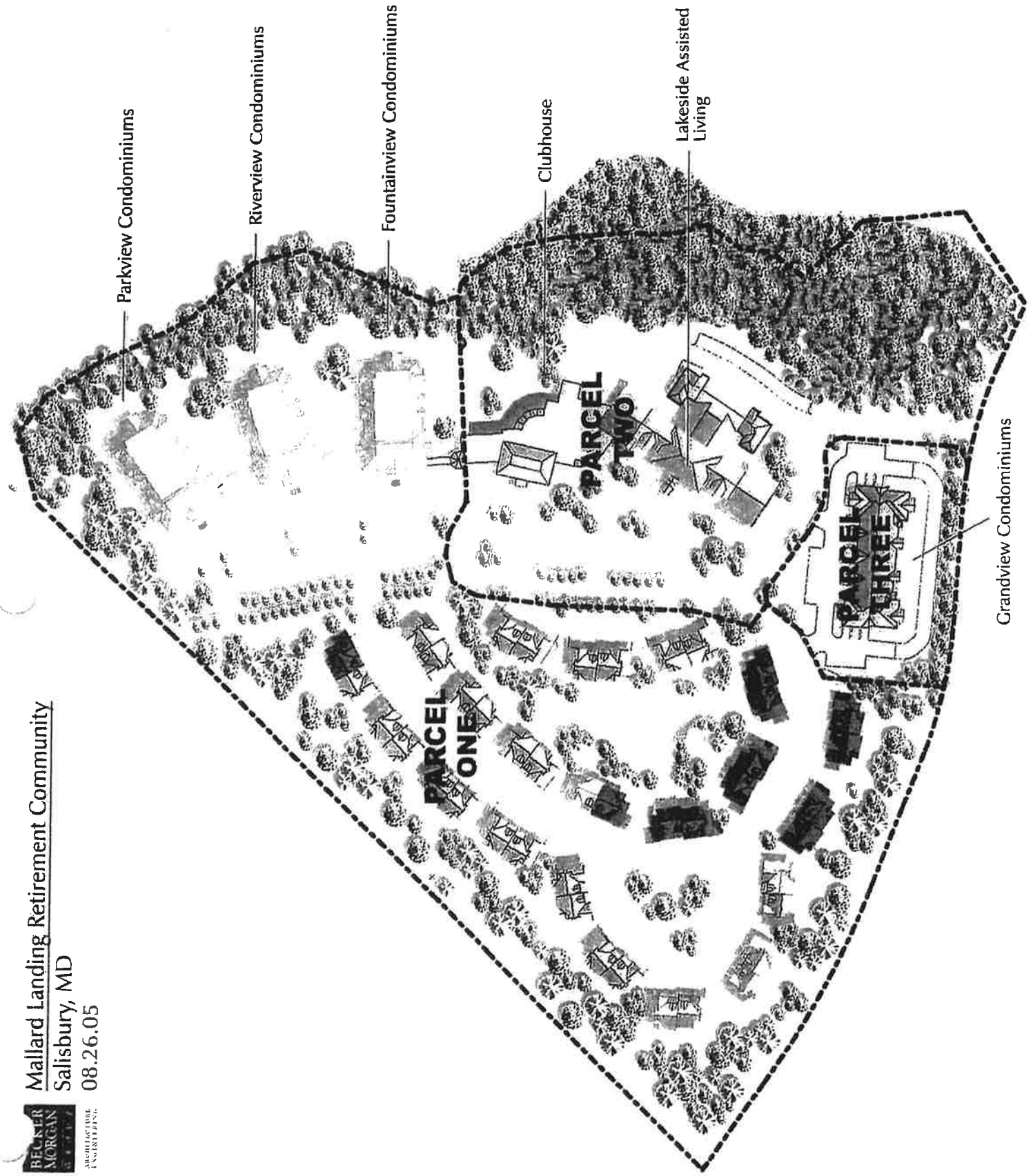

Linda Parker, President of Mallard Landing Council of Unit Owners, Inc.

M
Mallard Landing Council of Unit Owners
1107 S. Schumaker Drive
Salisbury, MD 21804

100_4118. Date available 08/24/2016. Printed 10/11/2016.

WICOM. COUNTY CIRCUIT COURT (Land Records) MSB 4044, p. 0488, M:

Mallard Landing Retirement Community
Salisbury, MD
08.26.05



MALLARD LANDING CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

INTRODUCTION

Mallard Landing was established in 1999 as a retirement community for individuals 55 years of age and older. Many of these rules and regulations were included in the Declaration and By-Laws that were recorded in the land records filed in Wicomico County, Maryland. Others were promulgated by the various Boards of Directors as reasonable rules and regulations as well as reasonable restrictions or requirements as deemed proper respecting the use, occupancy and maintenance of the condominium and the use of the general and limited common elements. In the event of conflict or ambiguity the applicable provisions of the Declaration or the By-Laws shall govern. These rules and regulations are designed to ensure a clean, quiet, safe and valuable environment for all.

The Council of Unit Owners represents all 156 unit owners. It is governed by an elected Board of seven residents. The Board carries out all responsibilities delineated in the By-Laws. The Board is empowered by State law, the Declaration and the By-Laws to enforce these rules and regulations. Regulations are enforced without discrimination for the benefit of all. The Board of Directors reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board of Directors. Mallard Landing Condominium Association contracts out the management function to SVN (SperryVanNess). Approximately every three years a new management agreement is reviewed and signed.

Committees are often constituted to help carry out the responsibilities of the Board. The three standing committees are: Architectural and Environmental Review and Landscaping Committees. Other committees are created and/or disbanded according to need.

USE OF PROPERTY

Architectural and Environmental Review Committee.

This is the only committee established and required by the Mallard Landing Condominium By-Laws, Article X. Because it is important for our unit owners, new and old, to understand their relationship to this committee, its function is to represent 156 condominium owners interests when an individual unit owner wishes to modify, convert or make additions to limited common elements of his/her condominium unit (apartment or cottage) as described in Articles III, IV and V of Mallard Landing's "Declaration."

Apartment and cottage units are similarly described in this committee's documents as deeded property (interior spaces, finishes, services and equipment) with 156th interest in common while providing one vote per owned unit in Association matters.

Limited common elements consist of apartment and cottage unfinished spaces, exterior finishes, structures (including spaces incorporated), porches, balconies and decks; with *general common elements* consisting of the campus property occupied by and associated with three apartment buildings and 42 cottages, including unassigned apartment areas, circulation, elevators, streets, parking, pavements, curbs, driveways, walks, ponds, basic landscaping, drainage ponds, fountains, and street lighting systems, etc.

Condominium apartment and cottage owners are required to submit a fully documented request for review of all desired modifications. Guidelines for modifications have been developed and accepted by the Board to assist owner planning and contracting, while a standard, "Agreement Release (Owner Alterations)" form is required to bind current and future owners of that property to pay all costs of future maintenance and replacement of the modifications undertaken. Thus, it is advisable to notify the committee in the early stages of planning so that these and other current requirements for consideration and approval are understood and fully complied with.

The Architectural and Environmental Review Committee has recommended a number of these rules which have been approved by the Board of Directors:

A. GENERAL

1. No residential unit shall be used for any purpose other than as a private residence (By-Laws, pp, 21 & 24).
2. Furniture and picture moves in the common elements require prior Board approval (11-30-05).
3. There shall be no violation of "house rules" (By-Laws, p. 24).
4. Owners have responsibility to keep the exterior of their property clean, attractive and in good condition. (Declaration, Article VIII, Section 1 p, 10).
5. The portion of the By-Laws (Article 9, Section 4, p.22) concerning laundry has been superseded by the Maryland Condominium Act and is now permissible under guidelines set forth in Article-Real Property, Section 14-130 of the Annotated Code of Maryland, effective October 1, 2010. (to be reviewed by the Committee of Architectural and Environmental Review.)

B. CONSTRUCTION AND STRUCTURAL REMODELING

1. Open decks may be enclosed (10-24-03).
2. Guidelines for cottage modifications and enlargement are available (7-28-10).
3. Guidelines for modification of condominium apartment unit's balcony and open decks are available (10-28-03; 5-8-08).
4. Guidelines for nonpermanent balcony enclosures are available (2-3-09).
5. Contractors who work on Mallard Landing structures must have MHIC license (Maryland Home Improvement Commission).
6. Owners are responsible to provide a prospective contractor with a copy of Mallard Landing Construction Regulations only when structural changes are planned on the interior.
7. Agreement and Release Forms for owner structural alterations must be completed and signed. (Date on the printed form is 3-6-02).
8. Structural changes made to units without proper review and approval will be listed as a "defect" (9-25-13).
9. Changes prohibited by the By-Laws are considered a "violation of the By-Laws" (7-29-13).
10. When planning changes for the floor in apartment condominium units, carpet is required if the unit is directly above another unit (7-17-01).
11. No water beds are permitted in an apartment condominium if the unit is directly above another unit (By-Laws p. 24).
12. TV satellite dishes must be approved before mounting (2-27-01).
13. American, state and "specialty" flags may be displayed on the porch assuming they are kept in good repair and are not offensive to residents or visitors (1-21-01).
14. Residents were informed that items stored in the storage lockers are the responsibility of unit owners (10-26-04).

C. SURROUNDING AREA

1. Parking- Multiple spaces are designated for handicapped parking but handicap signs are not posted (7-27-11).
2. Cars may not be parked in unauthorized places. Disabled vehicles may not be abandoned or parked in public places (By-Laws p. 24).

D. PETS

Pet ownership at Mallard Landing is a privilege requiring a high degree of attention, concern and responsibility on the part of the pet owner, so that the comfort and lifestyle of others is not adversely affected.

In addition to the rules and regulations described in the Declaration and By-laws pertaining to Pet Policy, the following rules were adopted by the Board of Directors at the 10-26-16 meeting:

1. Residents must be able to provide proper care for their pet/s and sign an acceptance of liability for injuries/damages caused by their pets.
2. Any resident whose pet is creating a nuisance or unreasonable disturbance will receive a written notice from the Board of Directors. If improper pet behavior still continues ten (10) days after owner receives notice, the pet may be permanently barred from the residence. A nuisance or unreasonable disturbance by a pet might be defined, but is not limited to, the following:
 - Persistent barking, yelping, yapping, etc.
 - Jumping, lunging, growling, or in any way interfering with a resident or guest
 - Urinating against trees, flowers or bushes in the landscaping
 - Jumping, sitting, reclining and/or urinating on furniture in the common areas
3. Each condo apartment owner shall be entitled to own one pet. Each cottage owner shall be entitled to own no more than two pets, either cat or dog. Dogs over forty (40) pounds are not permitted with the exception of service/therapy dogs.
4. Animals must be on a regulation size (4'-8'), controllable leash outside their residence). No flex or electronic leashes are permitted.—This rule applies to both resident and guest animals.
5. Wireless (radio-frequency operated) fences are permitted, **IN COTTAGES ONLY**, up to five feet from the **BACK** of the cottage, with permission from the Board of Directors upon the recommendation from the Landscape Committee.
6. Pet owners must employ the use of "pooper-scoopers" and plastic bags for clean-up and disposal of animal waste into trash receptacles in their own units.
7. Pets are not permitted on the general common elements unless accompanied by an adult and are either on a leash or carried (By-Laws, p. 23).
8. A Bird Feeding Policy which relates only to condominium apartment buildings is posted in the Handbook. Any type of exterior bird feeder is now restricted for apartments (2-24-10).

Revised 10-26-16

CARE OF GROUNDS

Landscape Committee

The Landscape Committee is authorized to represent unit owners and to work closely with landscaping contractors who provide this service. Specific functions of this committee are delineated in the committee's updated Statement of Purpose (5-19-14) which is posted in the Handbook. Monthly reports are made to the Board of Directors and Management.

1. Guidelines for Mallard Landing Landscape are posted in the Handbook (May 2014).
2. Individuals who wish to do some minor gardening or planting must coordinate with the Landscape Committee. Some costs may be involved where their plantings may interfere with routine landscaping services (Declaration, Article VIII, Section 1, p. 10).
3. A design for an outside enclosure for trash cans is available (8-27-02).
4. Trash and garbage containers shall not be permitted to remain in public view (By-Laws, p. 23).

FINANCE

A. FEES AND ASSESSMENTS

1. Owners' monthly financial responsibility include: Council of Unit Owners' fee, management services fee and reserve fund obligation.
2. Failure to pay condominium fees and service assessments by the specified due date will trigger the following consequences: a.) a late fee of \$15.00 after 60 days, b.) interest assessed at 18% per annum on the overdue principal balance after 90 days and c.) legal action such as turning the account over to an attorney for collection and processing a lien on the unit. In this case, costs will include attorney fees, as well as collecting costs and additional interest on the overdue bill. Regular Condominium assessments due for the remainder of the year will probably be accelerated (8-24-11). The Register of Wills is to be notified of debts and levies filed of deceased members (8-8-12).
3. Owners who vacate their unit for any reason are still responsible for their financial obligations, some of which may be modified (1-26-09 and By-Laws, p. 17).

B. LEASING OF CONDOMINIUM UNITS

1. An Owner may lease his or her Condominium Unit, but not less than the entire Condominium Unit, at any time and from time to time subject to the following restrictions and compliance with the Community age restrictions (By-Laws, Article IX, Section, p.21). (a). No Condominium Unit may be leased for transient or hotel purposes or for an initial term of less than six months, (b). *No Condominium Unit may be leased without a written lease, which lease shall be subject to written approval, not to be unreasonably withheld, by the Board of Directors;* (c). An execution copy of such lease shall be furnished to the Board of Directors within (10) days after execution thereof; and (d). The rights of any lessee of the Condominium Unit shall be subject to, and each such lessee shall be bound by the covenants, conditions and restrictions set forth in the Governing Documents, and a default thereunder shall constitute a default under the lease.
2. The leasing of a Condominium Unit shall not affect the liability of the Owner with respect to his or her obligations under the Governing Documents. If an Owner fails to pay any charge or assessment levied by the Board of Directors against a leased Condominium Unit, and such failure to pay continues for ten (10) days, the Board of Directors shall so notify the lessee of such Condominium Unit in writing

of the amount due. Within fifteen (15) days after the date of such notice, the lessee shall pay to the Association the amount of such unpaid charges or assessments, up to the amount of unpaid charges or assessments during any one month not in excess of one monthly rental installment. The amount of such unpaid charges or assessments paid to the Association by the lessee after the nonpayment by the Owner shall be credited against and shall offset monthly rental installments due to the Owner under the lease.

3. Every lease for a Condominium Unit in the Community shall contain a provision to the effect of Regulations 1 (d) and 2 above.
4. The proposed lease for any Condominium Unit shall be submitted to the Board of Directors and managing agent at least fifteen (15) days prior to execution for review of the lease to ensure that the lease requirements have been met.

(See Leasing and Related Restrictions in By-Laws, Article X, Section 3, pp. 21-22).

C. OTHER RESIDENT FINANCIAL RESPONSIBILITIES

1. Persons hired by a resident are the responsibility of the resident (1-28-09).
2. A unit owner shall be responsible for the cost of replacing or repairing condominium property (e.g. general common elements and limited common elements) and/or another unit owner's property due to an act of negligence, willful or otherwise, by such unit owner or guest of such unit owner. The Board of Directors shall determine when an owner is liable under this provision and the amount of reimbursement to be paid to the condominium association and/or the affected unit owner, based on the facts and circumstances of each case (5-24-06).
3. Windows and doors (9-24-13) and also window well covers (5-28-08) are the owner's responsibility.
4. Cottage homeowners' responsibility for their incoming water lines starts at the back of the water meter pit and into the unit. The City of Salisbury owns and maintains water lines and all appurtenances up to and including the water meter pit. Note: Water meter pits are usually located in the sidewalk or behind the curb if no sidewalk is installed. (Letter from Michael S. Moulds, P.E., Director of Public Works, City of Salisbury, MD, 2010) (7-3-14).
5. Homeowners/residents are responsible to keep the temperature of their unoccupied units at least 55 degrees during cold weather to protect water lines from freezing (11-19-14).
6. According to Maryland Condominium Act effective June 1, 2009, if a loss occurs in a resident's unit that is covered by the Council's Master Insurance Policy, the unit owner may be held responsible for the deductible not to exceed \$5000. Therefore, all residents should have a Home Owners Insurance Policy (HO-6) which designates \$5000 under Coverage A from which the deductible would be drawn. Council tenders an invoice for submission to your insurance company (9-28-11). Please be sure your policy provides such coverage; discuss with your agent.

D. RE-SALES

1. Only licensed realtors may handle Re-Sales (4-14-99).
2. A new owner of a condominium unit will not be held responsible for any late fees, liens or foreclosure expenses of the previous owner (By-Laws p.20).
3. The Working Capital contribution on re-sale units has been renamed the Condominium Re-Sale Certificate and approved for collection. Board minutes of 4-24-13 set forth the details of Re-Sale Certificates and the guidelines for collecting this fee. (This is supported by documentation from Attorneys Law and Sarbanes dated 4-19-13.)

E. RESERVES

1. Mallard Landing Association's governing documents (Article VIII-Section 6 of the By-Laws) require funds to be accumulated for future major repair and replacements. Accumulated funds are held in separate bank accounts and are not available for operating purposes. It is the Association's policy and custom that interest earned in the Replacement Reserve Fund remains in the replacement fund as an additional contribution.
2. Condominium replacement schedule is to be re-examined every five (5) years (5-27-09).
3. Reserve funding level was approved at the 80% level for the 2011 budget (3-23-11).
4. Funds borrowed from Reserves are to be paid back (4-22-15).
5. Contracting bids over \$5000 require multiple bids (8-23-07).

SAFETY

- A. Locks on unit doors cannot be changed without approval so that they are unable to be opened by a master key (3-16-05).
- B. Special handicap locks on doors may be requested to facilitate mobility (10-26-12).
- C. A lock box with keys is available at the entrances to each of the high rise condominium apartment buildings to enable ambulance drivers and fire men to enter in an emergency (8-22-12).
- D. Cooking devices on balconies and porches of high rise units are prohibited (5-25-05). **Note:** The Fire Marshal of Wicomico County, Department of Planning, Zoning and Community Development issued a Memo dated 7-8-13 reminding citizens that fire code requirements for grills, heaters and similar devices are not allowed to be used or stored on any balcony or near multi-family residential buildings.
- E. Caregivers and other helpers entering Mallard Landing condominium buildings are to register and wear badges (8-23-07).
- F. Walker and scooter protocol (5-25-11 & 3-27-13) is found in the Handbook. (See details of the policy in the Handbook).
- G. Parking of wheelchairs and scooters must be inside the owner's unit, not in the hallways (5-25-11).
- H. Residents are expected to participate in educational sessions and drills related to fire and safety, if able.

CONCLUSION

Dates showing when acted upon and reviewed by the Board of Directors are noted as (e.g., 10-24-14).

Policies are periodically updated or replaced. The Maryland Condominium Act is periodically updated; this may affect our rules and regulations.

This document was prepared by Marvia Perreault in consultation with Linda Parker and Andy Ball.

On February 22, 2017, this was presented to the Board of Directors as a document which represents action previously taken by the Board as well as select information from the Declaration and By-Laws from which

rules and regulations were adopted. It was reviewed by the Board of Directors and accepted by the Board. All unit owners are to receive a copy.

Walker and Scooter Protocol

For those of you who now utilize or will have need to utilize either walkers, scooters, or other mobility devices in the future, we ask that you observe the following guidelines that come from by-laws and rules and regulations.

1. Walkers and scooters are to be kept in the unit, not in the hall outside the unit.
2. Walkers, canes, scooters, and other devices should not be placed near points of entry or exit to doors, rooms, or common gathering areas, around the mailbox area or blocking fire extinguishers or pull down fire alarms.

3. When you use your walker or scooter to get near the front entrance to transfer to a car or bus please park it in these designated areas:

- 1105 - Off lobby toward 1103
- 1103 - Off lobby toward 1101
- 1101 - Off lobby toward park vestibule

4. Use outlets in your unit to charge a scooter rather than common area outlets.

5. Speeding through common areas is extremely dangerous and inconsiderate. Many residents cannot see, hear or move quickly out of your way. If you must pass, ANNOUNCE YOUR PRESENCE. Call out to pedestrians or use another warning device, such as a bell, noisemaker, or flashing light. Always yield to pedestrians.

6. All residents using motorized vehicles shall register their vehicle including make and serial number of vehicle and certification of insurance. Residents will be required to sign a waiver acknowledging that they will be responsible for any injuries or damages incurred while operating said vehicle or while it is parked. This waiver will also hold the Mallard Landing Council of Unit Owners from liability.

Scooter Registration Form: Please complete this form with information on any power-operated vehicle you are using on campus and place it in the SVN mail box near the front desk of the Clubhouse.

NAME _____ UNIT # _____
SERIAL # _____ MAKE _____
MODEL _____ COLOR _____

I have checked with my insurance agent to be sure my power vehicle is covered under my condo homeowner's policy with:

CERTIFICATION OF INSURANCE _____

Registration of all scooters and power chairs is important for identification purposes. Thank you for complying with this request.

WAIVER OF RESPONSIBILITY

By signing this waiver, I, _____, acknowledge that I will be responsible for any damages or injuries cause by me in the course of using my motorized wheelchair or scooter, whether moving or parked.

I further hold harmless the Mallard Landing Council of Unit Owners from any liability resulting from any such damages or injuries.

Date Name

PREMIER BUSINESSOWNERS POLICY

PREMIER HABITATIONAL PROPERTY DECLARATIONS

Policy Number: **ACP BPHM3017398962**

Policy Period:
From **10-20-17** To **10-20-18**

Description of Premises Number: **001** Building Number: **001** Construction: **FRAME**
 Premises Address **1103 S SCHUMAKER DR** **SALISBURY MD** **21804-9223**
 Premises ID
 Occupancy **00** Classification: **CONDOMINIUM ASSOCIATION - RESIDENTIAL - MULTIPLE BUILDINGS**
AT A PREMISES WITH 5 OR MORE UNITS - 5 UNIT OR MORE
 Described as: **BUILDING 1**

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a **\$10,000** Deductible, unless otherwise stated.

| COVERAGES | LIMITS OF INSURANCE | |
|---|-----------------------|-------------------------|
| Building - Blanket Limit - Replacement cost | | \$34,133,600 |
| Business Personal Property - Blanket Limit - Replacement cost | | \$206,000 |
| ADDITIONAL COVERAGES - the Coverage Form Includes other Additional Coverages not shown. | | |
| Business Income-ALS- 12 Months- NO Hour Waiting Period-60 Day Ordinary Payroll Limit | | INCLUDED |
| Extra Expense - Actual Loss Sustained (ALS) - 12 Months - NO Hour Waiting Period | | INCLUDED |
| Equipment Breakdown | | INCLUDED |
| Automatic Increase in Insurance - Building | | 2% |
| Automatic Increase in Insurance - Business Personal Property | | 2.9% |
| Back Up of Sewer and Drain Water (limit shown per Building, subject to \$25,000 policy aggregate) | | \$5,000 |
| Appurtenant Structures - 10% of Building Limit of Insurance - maximum \$50,000 any one structure | | INCLUDED |
| Increased Cost of Construction | | \$25,000 |
| OPTIONAL INCREASED LIMITS | Included Limit | Additional Limit |
| Account Receivable | \$25,000 | \$25,000 |
| Valuable Papers and Records (At the Described Premises) | \$25,000 | \$25,000 |
| Forgery and Alteration | \$10,000 | \$10,000 |
| Money and Securities - Inside the Premises | \$10,000 | \$10,000 |
| Outside the Premises (Limited) | \$10,000 | \$10,000 |
| Outdoor Signs | \$2,500 | \$2,500 |
| Outdoor Trees, Shrubs, Plants and Lawns | \$10,000 | \$10,000 |
| Business Personal Property Away From Premises | \$15,000 | \$15,000 |
| Business Personal Property Away From Premises - Transit | \$15,000 | \$15,000 |
| Electronic Data | \$10,000 | \$10,000 |
| Interruption of Computer Operations | \$10,000 | \$10,000 |
| Building Property of Others | \$10,000 | \$10,000 |
| OPTIONAL COVERAGES - Other frequently purchased coverage options. | | |
| Employee Dishonesty \$250,000 Policy Occurrence | | INCLUDED |
| Ordinance or Law - 1 - Loss to Undamaged Portion | | NOT PROVIDED |
| 2 - Demolition Cost and Broadened Increased Cost of Construction | | NOT PROVIDED |
| ADVANTAGE with Limited Employee Dishonesty Coverage - Blanket Additional Limit | | \$100,000 |

PROTECTIVE SAFEGUARDS

This premise has Protective Safeguards identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired. See **PB 04 30** for a description of each symbol. APPLICABLE SYMBOLS: **P-1; P-2; P-7;**

PB 81 01 (04-11)

NATIONWIDE MUTUAL INSURANCE COMPANY

Page 1 of 2

DIRECT BILL LUVA

BW INSURED COPY

UID Z1

32 01125

Mallard Landing Condominium Association
Budget Income Statement and Replacement Reserve Funding
Year Ending December 31, 2018

REVENUE

| | |
|--------------------------------------|----------------|
| Council Fees | (1) 493,815 |
| Transfer from Reserve Operating Fund | 7,000 |
| Storage Agreement | 6,000 |
| Interest Income | - |
| Resale certification fees | 3,750 |
| Late Fee Income | - |
| Return check-pass thru | - |
| Total Revenue | 510,565 |

OPERATING EXPENSES

| | |
|--------------------------------------|---------------|
| <u>Condominium Administration</u> | |
| Condominium Management Service | 36,500 |
| Printing Expense | 2,030 |
| Office Supplies | 600 |
| Legal Fees | 9,330 |
| Annual Tax and Accounting Service | 5,500 |
| Bank Service Charge | - |
| NSF fees | - |
| Miscellaneous Administrative Expense | - |
| Total Condo Administration | 53,960 |

Common Area Utilities

| | |
|---|---------------|
| Electric | 38,000 |
| Telephone- Elevator, Fire Alarm, Security Systems | 7,726 |
| Trash Removal | 19,200 |
| Total Common Area Utilities | 64,926 |

Other Condominium Expenditures

| | |
|--|---------------|
| Insurance- Property and Liability (condo property) | 40,771 |
| Insurance- Deductibles | 10,000 |
| Storm Damage | 3,000 |
| Contingency and Unanticipated General Expenditures | 2,000 |
| Federal Taxes | 1,000 |
| State Taxes | 400 |
| Total Other Condominium Expenditures | 57,171 |

Maintenance

| | |
|--|----------------|
| Maintenance Supplies | 500 |
| General R&M- Inside | 13,000 |
| General R&M- Outside | 15,000 |
| General R&M- Roof | 5,000 |
| General R&M- Plumbing | 2,000 |
| General R&M- HVAC | 5,600 |
| Painting- Inside | 2,000 |
| Painting- Outside | 4,000 |
| Staining Decks | 14,000 |
| Housekeeping- Apartment Common Areas | 50,400 |
| Landscaping Service-Extras | 14,000 |
| Landscaping Service/Grounds Maintenance | 54,948 |
| Snow Removal | 7,500 |
| Pond Maintenance | 2,500 |
| Street Maintenance | 4,000 |
| Powerwashing/Cleaning | 9,000 |
| Maintenance Contract- Doors | 2,200 |
| Maintenance Contract- DE Elevator & Inspection | 7,400 |
| Maintenance Contract- Fire Alarm | 2,500 |
| Maintenance Contract- Sprinkler | 1,800 |
| Pest-Termite Control | 10,000 |
| Special Projects | 14,340 |
| Total Maintenance | 241,688 |

Total Operating Expenses

417,745

EXCESS OF REVENUES OVER EXPENSES

92,820

Less Replacement Reserve Funding @ \$7,735 per month (2) 92,820

NET INCREASE (DECREASE) IN OPERATING CASH FUND -

Total Fees for 2018 to reach a 0\$ Change in Cash 493,815

| | Comparison | |
|-------------|------------|--------|
| <u>YEAR</u> | (1) | (2) |
| 2007 | 378,180 | 46,200 |
| 2008 | 378,912 | 46,200 |
| 2009 | 384,488 | 52,144 |
| 2010 | 393,204 | 50,918 |
| 2011 | 426,144 | 52,000 |
| 2012 | 479,172 | 92,820 |
| 2013 | 423,648 | 88,400 |
| 2014 | 434,544 | 94,000 |
| 2015 | 458,904 | 94,820 |
| 2016 | 479,172 | 92,820 |
| 2017 | 479,172 | 92,820 |
| 2018 | 493,815 | 92,820 |

Mallard Landing Condominium Association
Budget Comparison
Year Ending December 31, 2017 and 2018

| REVENUE | 2017 Budget | 2018 Proposed | |
|---|------------------------|--------------------------|--|
| Council Fees | 479,172 | 493,815 | |
| Transfer from Reserve Operating Fund | | 7,000 | |
| Storage Agreement | | 6,000 | |
| Interest Income | | | |
| Resale certification fees | 3,900 | 3,750 | |
| Late Fee Income | | | |
| Return check-pass thru | | | |
| Total Revenue | 483,072 | 510,565 | |
| OPERATING EXPENSES | | | |
| <u>Condominium Administration</u> | | | |
| Condominium Management Service | 34,080 | 36,500 | Increase=2420. 3750-2420=1330. |
| Resident Manager | - | | |
| Printing Expense | 600 | 2,030 | Increase printing by 1330 less 300 |
| Office Supplies | 300 | 600 | Increase by 300 |
| Legal Fees | 5,000 | 9,330 | Decrease by 1/2 of 1330 or 665 minus 5 |
| Annual Tax and Accounting Service | 5,500 | 5,500 | |
| Bank Service Charge | | | |
| NSF fees | - | | |
| Miscellaneous Administrative Expense | 200 | | |
| Total Condo Administration | 45,680 | 53,960 | |
| <u>Common Area Utilities</u> | | | |
| Electric | 42,000 | 38,000 | |
| Telephone- Elevator, Fire Alarm, Security Systems | 6,200 | 7,726 | |
| Trash Removal | 19,200 | 19,200 | |
| Total Common Area Utilities | 67,400 | 64,926 | |
| <u>Other Condominium Expenditures</u> | | | |
| Insurance- Property and Liability (condo property) | 39,417 | 40,771 | |
| Insurance- Deductibles | 10,000 | 10,000 | |
| Storm Damage | 3,000 | 3,000 | |
| Contingency and Unanticipated General Expenditures | 2,000 | 2,000 | |
| Federal Taxes | 1,020 | 1,000 | |
| State Taxes | 666 | 400 | |
| Total Other Condominium Expenditures | 56,103 | 57,171 | |
| <u>Maintenance</u> | | | |
| Maintenance Supplies | 500 | 500 | |
| General R&M- Inside | 13,000 | 13,000 | |
| General R&M- Outside | 15,000 | 15,000 | |
| General R&M- Roof | 5,000 | 5,000 | |
| General R&M- Plumbing | 2,000 | 2,000 | |
| General R&M- HVAC | 5,600 | 5,600 | |
| Painting- Inside | 2,000 | 2,000 | |
| Painting- Outside | 4,000 | 4,000 | |
| Staining Decks | - | 14,000 | |
| Housekeeping- Apartment Common Areas | 50,400 | 50,400 | |
| Landscaping Service-Extras | 14,000 | 14,000 | |
| Landscaping Service/Grounds Maintenance | 54,948 | 54,948 | |
| Snow Removal | 7,500 | 7,500 | |
| Pond Maintenance | 2,500 | 2,500 | |
| Street Maintenance | - | 4,000 | |
| Powerwashing/Cleaning | 5,000 | 9,000 | |
| Maintenance Contract- Doors | 2,220 | 2,200 | |
| Maintenance Contract- DE Elevator & Inspection | 7,068 | 7,400 | |
| Maintenance Contract- Fire Alarm | 2,505 | 2,500 | |
| Maintenance Contract- Sprinkler | 1,900 | 1,800 | |
| Pest-Termite Control | 10,490 | 10,000 | |
| Special Projects | 15,438 | 14,340 | Decrease by 1/2 of 1330 or 665 plus 5 |
| Total Maintenance | 221,069 | 241,688 | |
| Total Operating Expenses | 390,252 | 417,745 | |
| EXCESS OF REVENUES OVER EXPENSES | 92,820 | 92,820 | |
| Less Replacement Reserve Funding @ \$7,735 per month | 92,820 | 92,820 | |
| NET INCREASE (DECREASE) IN OPERATING CASH FUND | 0 | 0 | |

Mallard Landing Condominium Association
Budget to Actual Comparison
Year Ending December 31, 2017 and 2018

| | 2017 Actual (projected) | 2018 Proposed |
|---|------------------------------------|--------------------------|
| REVENUE | | |
| Council Fees | 479,172 | 493,815 |
| Transfer from Reserve Operating Fund | | 7,000 |
| Storage Agreement | 6,000 | 6,000 |
| Interest Income | 8,414 | |
| Resale certification fees | 6,300 | 3,750 |
| Late Fee Income | 1,365 | |
| Return check-pass thru | | |
| Total Revenue | 501,251 | 510,565 |
| OPERATING EXPENSES | | |
| <u>Condominium Administration</u> | | |
| Condominium Management Service | 34,080 | 36,500 |
| Resident Manager | | |
| Printing Expense | 255 | 2,030 |
| Office Supplies | 300 | 600 |
| Legal Fees | 5,000 | 9,330 |
| Annual Tax and Accounting Service | 5,500 | 5,500 |
| Bank Service Charge | 15 | |
| NSF fees | | |
| Miscellaneous Administrative Expense | | |
| Total Condo Administration | 45,150 | 53,960 |
| <u>Common Area Utilities</u> | | |
| Electric | 34,744 | 38,000 |
| Telephone- Elevator. Fire Alarm, Security Systems | 7,358 | 7,726 |
| Trash Removal | 19,200 | 19,200 |
| Total Common Area Utilities | 61,302 | 64,926 |
| <u>Other Condominium Expenditures</u> | | |
| Insurance- Property and Liability (condo property) | 39,417 | 40,771 |
| Insurance- Deductibles | | 10,000 |
| Storm Damage | | 3,000 |
| Contingency and Unanticipated General Expenditures | 2,000 | 2,000 |
| Federal Taxes | 992 | 1,000 |
| State Taxes | 320 | 400 |
| Total Other Condominium Expenditures | 42,729 | 57,171 |
| <u>Maintenance</u> | | |
| Maintenance Supplies | 500 | 500 |
| General R&M- Inside | 9,671 | 13,000 |
| General R&M- Outside | 9,741 | 15,000 |
| General R&M- Roof | 806 | 5,000 |
| General R&M- Plumbing | | 2,000 |
| General R&M- HVAC | 3,279 | 5,600 |
| Painting- Inside | 653 | 2,000 |
| Painting- Outside | 704 | 4,000 |
| Staining Decks | | 14,000 |
| Housekeeping- Apartment Common Areas | 50,400 | 50,400 |
| Landscaping Service-Extras | 1,930 | 14,000 |
| Landscaping Service/Grounds Maintenance | 54,951 | 54,948 |
| Snow Removal | 7,431 | 7,500 |
| Pond Maintenance | 9,003 | 2,500 |
| Street Maintenance | | 4,000 |
| Powerwashing/Cleaning | 5,775 | 9,000 |
| Maintenance Contract- Doors | 2,813 | 2,200 |
| Maintenance Contract- DE Elevator & Inspection | 7,400 | 7,400 |
| Maintenance Contract- Fire Alarm | 1,200 | 2,500 |
| Maintenance Contract- Sprinkler | 1,800 | 1,800 |
| Pest-Termite Control | 9,518 | 10,000 |
| Special Projects | 3,753 | 14,340 |
| Total Maintenance | 181,328 | 241,688 |
| Total Operating Expenses | 330,509 | 417,745 |
| EXCESS OF REVENUES OVER EXPENSES | 170,742 | 92,820 |
| Less Replacement Reserve Funding @ \$7,735 per month | 92,820 | 92,820 |
| NET INCREASE (DECREASE) IN OPERATING CASH FUND | 77,922 | 0 |

Mallard Landing Condominium Association
 Monthly Council Fee History

Year 2016 Year 2015 Year 2014

COTTAGES

MONTHLY COTTAGE FEE

\$275 \$275 \$245

Fountainview Apartments

1105 S. Schumaker Dr.

| | | | |
|-----------|-------|-------|-------|
| PEMBERTON | \$246 | \$231 | \$225 |
| PEMBROOKE | \$214 | \$201 | \$195 |
| STOCKTON | \$220 | \$207 | \$201 |

| | | | |
|------------|-------|-------|-------|
| WELLINGTON | \$286 | \$269 | \$261 |
| HUDSON | \$227 | \$213 | \$207 |
| SALEM | \$253 | \$238 | \$231 |
| FAIRBANK | \$430 | \$112 | \$119 |

Riverview Apartments

1103 S. Schumaker Dr.

| | | | |
|-----------|-------|-------|-------|
| PEMBERTON | \$246 | \$231 | \$225 |
| LAUREL | \$202 | \$190 | \$184 |
| STOCKTON | \$220 | \$207 | \$201 |
| OXFORD | \$254 | \$239 | \$232 |

| | | | |
|-----------------|-------|-------|-------|
| WELLINGTON | \$296 | \$279 | \$271 |
| WELLINGTON PLUS | \$344 | \$323 | \$314 |
| HUDSON | \$227 | \$213 | \$207 |
| SALEM | \$253 | \$238 | \$231 |
| FAIRBANK | \$167 | \$157 | \$152 |

Parkview Apartments

1101 S. Schumaker Dr.

| | | | |
|-----------|-------|-------|-------|
| PEMBERTON | \$246 | \$231 | \$225 |
| LAUREL | \$202 | \$190 | \$184 |
| STOCKTON | \$220 | \$207 | \$201 |
| OXFORD | \$254 | \$239 | \$232 |

| | | | |
|------------|-------|-------|-------|
| WELLINGTON | \$296 | \$279 | \$271 |
|------------|-------|-------|-------|

Year 2013 Year 2012

| | | Unit #s | # of each |
|-------|-------|---|-----------|
| \$239 | \$239 | | 42 |
| \$219 | \$219 | 202, 302 | 2 |
| \$190 | \$190 | 201, 301 | 2 |
| \$196 | \$196 | 005, 006, 007, 008, 103, 104, 105, 106, 107, 108, 203, 204, 205, 206, 207, 208, 303, 304, 305, 306, 307, 308 | 22 |
| \$254 | \$254 | 009, 010, 109, 110, 209, 210 | 6 |
| \$202 | \$202 | 200, 300 | 2 |
| \$226 | \$226 | 102 | 1 |
| \$116 | \$116 | 101 | 1 |
| \$219 | \$219 | 201, 202, 301, 302 | 4 |
| \$180 | \$180 | 103, 203, 303 | 3 |
| \$196 | \$196 | 104, 204, 304 | 3 |
| \$226 | \$226 | 005, 006, 007, 008 105, 106, 107, 108 205, 206, 207, 207 305, 306, 307, 308 | 16 |
| \$264 | \$264 | 009, 109, 209, 309 | 4 |
| \$306 | \$306 | 010, 110, 210, 310 | 4 |
| \$202 | \$202 | 200, 300 | 2 |
| \$226 | \$226 | 102 | 1 |
| \$149 | \$149 | 101 | 1 |
| \$219 | \$219 | 201, 202, 301, 302 | 4 |
| \$180 | \$180 | 103, 203, 303 | 3 |
| \$196 | \$196 | 104, 204, 304 | 3 |
| \$226 | \$226 | 005, 006, 007, 008 105, 106, 107, 108 205, 206, 207, 208 305, 306, 307, 308 | 16 |
| \$264 | \$264 | 009, 109, 209, 309 | 4 |

COMMUNITY SERVICES AGREEMENT

This COMMUNITY SERVICES AGREEMENT (this "Agreement") is made this _____ day of _____, _____ by and between Salisbury Senior Housing I Condo Units Opco, LLC, and _____ (whether one or more, the "Resident").

RECITALS

A. The Resident is the occupant of Condominium Unit No. _____ the "Unit" at Mallard Landing Condominium having the following address _____ Salisbury, Maryland 21804.

B. The name and address of the owner of the above Unit, if different than the Resident, is _____

C. Mallard Landing Condominium is part of an integrated retirement community wherein the Resident desires to obtain secure living accommodations, certain assistance and support services and other amenities.

D. Salisbury Senior Housing I Condo Units Opco agrees to supply Resident the services and amenities set forth herein in return for the promises and covenants of the Resident set forth herein.

NOW, THEREFORE, in consideration of these premises and of the covenants and promises herein contained, the parties agree as follows:

AGREEMENTS

1. SERVICES AND BENEFITS. Subject to the terms and conditions set forth in this Agreement, Salisbury Senior Housing I Condo Units Opco agrees that the following services and benefits will be made available to the Resident:

(a) Services Provided. Salisbury Senior Housing I Condo Units Opco will provide the Resident the following services:

- (1) Access to full and/or part time staff, including an Executive Director, a concierge/receptionist and staff who will administer the day to day affairs at the community for the benefit of all homeowners of Mallard Landing.

- (2) Dining services, under which the Resident shall receive meals through a dining plan described further in paragraph 1(b).
- (3) Use of the Grande Clubhouse, in common with other homeowners at Mallard Landing. The Grande Clubhouse includes a dining room, pub lounge, library, lounge, fitness center, activities and recreational areas (including outdoor areas, chapel, beauty shop and administrative offices. Also includes use of the Hobby Shop located in the 1103 S. Schumaker Drive Building.
- (4) Regularly scheduled activities, seminars and recreational programs, as determined by Salisbury Senior Housing I Condo Units Opco from time to time, and organized by on-site Community Relations Director, after consultation with the Mallard Landing Condominium Council of Unit Owners.
- (5) Regularly scheduled chapel services.
- (6) Fitness programs in the state-of-the-art Fitness Center at Grande Clubhouse.
- (7) Periodic flu shot clinics, health screenings and on-site seminars designed to improve resident health and well-being.
- (8) Scheduled shuttle bus service to destinations as determined by Salisbury Senior Housing I Condo Units Opco from time to time.
- (9) Priority access to Assisted Living when needed by the Resident, which is described in paragraph 1(d).

(b) Dining Services. Salisbury Senior Housing I Condo Units Opco will provide dining services ("Dining Services") to the Resident in the Grande Clubhouse dining room under meal plans reflected on attached "Charge Schedule - Schedule A." Dining Services meal plans, menu selection and meal times shall be determined by Salisbury Senior Housing I Condo Units Opco in its sole discretion, from time to time. Evening dining is provided a minimum of five (5) days a week and lunch service is provided a minimum of six (6) days a week.

(c) Optional Services. The following services are available to Resident at an additional cost (see attached "Charge Schedule – Schedule A"):

- (1) In-home maintenance and housekeeping service provided by Salisbury Senior Housing I Condo Units Opco personnel on an as needed basis.
- (2) Special activities, such as trips, concerts, etc., as determined by Salisbury Senior Housing I Condo Units Opco from time to time.

- (3) Personal transportation as requested by resident in advance, with a reservation and subject to availability.

(d) Assisted Living Benefits. Resident shall be provided priority admission or priority waiting list status for occupancy at the assisted living residence subject to availability and the approval of Assisted Living. Upon making a request for occupancy the Resident will be given a choice of all then unoccupied units. In the event that Assisted Living is fully occupied at the time of Resident's request, in chronological order (from the date of request) with other residents similarly situated, Resident shall be given the option to occupy the next available unit before it is offered to the general public. If the Resident shall elect not to take occupancy as it is offered, he will not lose his priority over the general public for future available units. This Agreement, however, does not commit our Assisted Living to guarantee Resident's occupancy. The decision as to the admission shall be made pursuant to state and federal regulations, and in the exercise of its discretion in applying its medical, financial and occupancy requirements and standards. The Resident shall be responsible for paying all community service fees and deposits consistent with financial policies, and shall remit payments directly at Mallard Landing.

2. FINANCIAL ARRANGEMENTS.

(a) Monthly Fees. In return for Salisbury Senior Housing I Condo Units Opco agreement to provide the Services and Benefits as defined in paragraph 1, the Resident agrees to pay to Salisbury Senior Housing I Condo Units Opco, so long as this Agreement remains in effect, a monthly fee as follows:

| | | |
|------------------------|--------|-----------|
| Basic Services Fee | \$ | _____ |
| Community Services Fee | | _____ |
| Total Monthly Fee | \$ | _____ |

Such monthly fee shall be due and payable on the first day of each month in advance without notice, demand or set off and shall be prorated for any partial month within the term of this Agreement. This monthly fee is reflected on "Exhibit A- Charge Schedule" attached to this Agreement, and may be increased as set forth in paragraph 2(d). The Resident acknowledges its obligation to pay charges for additional occupants that may reside in the Unit on a regular basis while this Agreement is in force. Note- the Basic Services Fee represents charges for fixed costs at Mallard Landing such as the cost of owning and maintaining the Clubhouse, administrative salaries, utilities, insurance and other similar costs.

The Basic Services Fee shall be charged starting on the date the Resident moves into the Unit. The Community Services Fee shall be charged starting on the earlier of 1) the date the Resident moves into the Unit, or 2) six (6) months after the date this Agreement is signed.

(b) Dining Services Fee. The Resident shall be charged on a monthly basis for the cost of meals selected by the Resident during any calendar month. Dining services are subject to a monthly charge minimum, which may be changed from time to time by Salisbury Senior Housing I

Condo Units Opco. Salisbury Senior Housing I Condo Units Opco will bill the Resident for such meals monthly, and the Resident shall pay such bills within fifteen (15) days of the billing date. Current dining room prices and plans are set forth on Schedule A attached hereto, and may be increased as set forth in paragraph 2(d). Maryland state sales taxes, if any, shall be charged as required by law and imposed in addition to the costs incurred by the Resident in connection with meals.

(c) Payment for Optional Services. The Resident agrees to pay to Salisbury Senior Housing I Condo Units Opco, in return for any Optional Services requested by the Resident, the aggregate cost of such services as based on charges determined by Salisbury Senior Housing I Condo Units Opco from time to time. The current schedule of these Optional Services is set forth on Schedule A attached hereto. Salisbury Senior Housing I Condo Units Opco will bill the Resident for such services monthly and the Resident shall pay such bills within fifteen (15) days of the billing date. Salisbury Senior Housing I Condo Units Opco may require that there be minimum time requirements for certain types of Optional Services.

(d) Increase in Fees. While Salisbury Senior Housing I Condo Units Opco intends to provide the services and amenities expressly set forth in this Agreement at the lowest reasonable cost consistent with the quality of service contemplated, it is recognized that increases in costs or other circumstances may require that Salisbury Senior Housing I Condo Units Opco increase its monthly fee for Community Services, Dining Services and/or the charges for Optional Services. Salisbury Senior Housing I Condo Units Opco reserves the right to implement such increases from time to time and the Resident shall pay such increases. Notice of any such increase will be provided to the Resident in writing, and such increase shall not become effective until the expiration of at least thirty (30) days from the date of such notice.

(e) Abatement of Monthly Community Service Fee. The monthly fee for the Community Services, as set forth in paragraph 2(a), shall be abated as follows:

- (1) If the Condominium Unit is vacant for more than 14 consecutive days for any reason (i.e. vacation, illness, death, etc.), the Community Services Fee shall be eliminated starting with the 15th day of vacancy and extending through the date the Unit is re-occupied. However, after 6 months of vacancy, the full Community Services Fee will again be charged unless the unit is actively on the re-sale market. To be actively on the market, the Resident must sign listing agreement with a licensed real estate broker, and the unit must be listed on a multiple listing service at fair market value.
- (2) If the Condominium Unit is occupied by two persons, and if one of such persons is absent for fourteen (14) consecutive days, then after such fourteen (14) consecutive day period expires, the Community Services Fee shall be reduced to the then current single occupant monthly fee until the second occupant returns. When the second occupant returns, the Community Services Package fee shall return to the then current double occupancy rate. If a Unit is occupied by two persons, and one of the two

expires, then the elimination of the second party fee shall start as of the date of death.

- (3) Dining Services Fee minimums shall be waived after 7 consecutive days absence from the community.

The foregoing abatements shall be pro-rated based on days within each month, if applicable to any period less than a full calendar month.

(f) Late Payments or Failure to Make Payments. If the Resident fails to make any payment, due pursuant to paragraph 2(a), 2(b) or 2(c) above within fifteen (15) days after the same is due, Salisbury Senior Housing I Condo Units Opco may, at its election from time to time, assess a late payment charge in an amount equal to five percent (5%) of such delinquent payment. In the event that the Resident fails to make any payment within fifteen (15) days after Salisbury Senior Housing I Condo Units Opco gives written notice to the Resident that such payment is past due, then Salisbury Senior Housing I Condo Units Opco may, at its election from time to time, (i) prohibit the Resident from utilizing the benefits of the Community Services package, Dining Services and Optional Services and/or (ii) obtain a lien on the Unit to secure payment of any and all amounts due under this paragraph 2, including, but not limited to, late charges, interest, and attorney's fees. The Resident expressly agrees to the creation of this Lien, which is deemed to be made pursuant to and may be enforced in accordance with the provisions of the Maryland Contract Lien Act, as contained in Section 14-201 et. seq., of the Real Property Article of the Annotated Code of Maryland. In the event that a lien is established against the Unit, in accordance with the provisions of this paragraph, the priority of such lien shall be subordinate to the lien of any recorded mortgage or deed of trust on the Unit, if and only if such mortgage or deed of trust is recorded among the Land Records of Wicomico County before the recordation among the said Land Records of a statement of lien pursuant to this paragraph.

(g) Enforcement Costs. In the event that Salisbury Senior Housing I Condo Units Opco utilizes the services of an attorney to enforce its rights under this Agreement against the Resident or the Unit, then the Resident shall pay to Salisbury Senior Housing I Condo Units Opco the reasonable costs, fees and expenses of any such attorney, whether or not suit is filed.

(h) Monthly Statement. Salisbury Senior Housing I Condo Units Opco will furnish monthly statements to the Resident, showing the amount of the monthly fee for all services provided and reflecting any reduction in such charges due the Resident, if applicable, and showing any other sums which are chargeable to the Resident pursuant to this Agreement.

3. RULES AND REGULATIONS. Salisbury Senior Housing I Condo Units Opco shall have the right, from time to time, upon not less than thirty (30) days prior written notice mailed to the Resident to promulgate, amend and repeal rules and regulations governing the use of the Grande Clubhouse and associated areas (the "Rules and Regulations"). The Resident agrees that he shall abide by and comply with all of the Rules and Regulations in effect from time to time. The Resident specifically agrees that if the Resident fails to abide by the Rules and Regulations and such failure is repeated or continues after written notice from Salisbury Senior Housing I Condo Units

Opco, then the Resident may be prohibited from using any services or amenities supplied at the Grande Clubhouse, but shall not be relieved of his obligation to pay the monthly fee for Basic Services, the Community Services Package, Dining Services or charges for Optional Services under this Agreement.

4. ASSISTED LIVING AT LAKESIDE AT MALLARD LANDING. Assisted Living Residence, which is licensed as an Assisted Living Facility by the State of Maryland, is designed to provide 24-hour supportive services in a residential environment designed to promote the independence, dignity and personal choice of its residents. Trained caregivers provide individualized assistance with activities of daily living such as bathing, dressing, eating, and personal hygiene, as well as assistance in taking medications. As a resident of our Assisted Living, our staff will assist in obtaining the medical services residents require from time to time through a network of independent, licensed medical providers.

Lakeside at Mallard Landing Assisted Living facility is not licensed as a skilled nursing facility, and does not provide skilled services directly.

5. TERMINATION OF THIS AGREEMENT.

(a) Termination by Either Party. Either the Resident or Salisbury Senior Housing I Condo Units Opco shall have the right to terminate this Agreement, without liability, effective at any time after twenty (20) years from the date upon which this Agreement is signed by both Salisbury Senior Housing I Condo Units Opco and the Resident, upon not less than thirty (30) days prior written notice. If this provision becomes applicable, the Resident and Salisbury Senior Housing I Condo Units Opco agree to mutually renegotiate a new agreement at that time.

(b) Termination Upon Resale. In addition to the termination rights of the parties provided above, this Agreement shall be terminated if and when the Resident sells the Unit to a purchaser (the "New Owner") who agrees to enter into a Community Services Agreement with Salisbury Senior Housing I Condo Units Opco. This Agreement shall then automatically terminate effective the date such new Community Services Agreement is executed.

6. RESPONSIBILITY FOR LOSS OF PERSONAL BELONGINGS. Salisbury Senior Housing I Condo Units Opco shall not be responsible for the loss of or damage to any personal property belonging to the Resident as a result of theft, mysterious disappearance, or any other cause, and it will remain the responsibility of the Resident to provide insurance coverage against such loss or damage.

7. AGREEMENT PERSONAL AND NON-ASSIGNABLE. This Agreement is personal between the Resident and Salisbury Senior Housing I Condo Units Opco and the rights and privileges as to the living accommodations, facilities and services cannot be transferred or assigned by the Resident without the prior written approval of Salisbury Senior Housing I Condo Units Opco. Notwithstanding the provisions of the preceding sentence, if the Resident leases the Unit, the Resident may assign his rights under this Agreement to such lessee, upon the prior written approval of Salisbury Senior Housing I Condo Units Opco, which approval will not be unreasonably withheld.

Any such assignment shall not absolve the Resident of his obligations under this Agreement. Additionally, if the Resident permits another person to occupy the Unit, such occupant, upon the prior written approval of Salisbury Senior Housing I Condo Units Opco, which approval will not be unreasonably withheld, will be entitled to the benefits and subject to the obligations of the Resident under this Agreement, (and an adjustment to the monthly charge may be required pursuant to paragraphs 2(a) and 2(b) above). The Resident shall be responsible to ensure that any such tenant or occupant complies with the terms of this Agreement.

8. FIRE, ETC. In the event that the Grande Clubhouse is damaged or destroyed by fire or other casualty or all or any substantial portion thereof is taken by or under threat of eminent domain, or is otherwise made unavailable to Salisbury Senior Housing I Condo Units Opco, then Salisbury Senior Housing I Condo Units Opco may, at its election, terminate this Agreement on a date specified in a notice given by Salisbury Senior Housing I Condo Units Opco to the Resident and, on such date, this Agreement shall terminate and neither Salisbury Senior Housing I Condo Units Opco nor Resident shall have any further liability or obligation to the other in connection with any matters arising on or after the effective date of such termination. In the event that the Grande Clubhouse is damaged or destroyed by fire or other casualty or any portion thereof is taken by or under threat of eminent domain or is otherwise made unavailable to Salisbury Senior Housing I Condo Units Opco and does not elect to terminate this Agreement, then Salisbury Senior Housing I Condo Units Opco shall equitably abate the amount of the monthly fees to be paid during the time that Salisbury Senior Housing I Condo Units Opco is unable to provide in full the Community Services Package, Dining Services and Optional Services.

9. RESPONSIBILITY FOR INJURY; INABILITY TO SUPPLY SERVICES. Salisbury Senior Housing I Condo Units Opco assumes no responsibility for any injury to any person occurring in or on the Resident's Unit, and the Resident shall indemnify and hold Salisbury Senior Housing I Condo Units Opco harmless therefrom. Salisbury Senior Housing I Condo Units Opco shall have no liability to the Resident on account of the inability of Salisbury Senior Housing I Condo Units Opco to supply the Community Services Package, Dining Services or Optional Services.

10. ARBITRATION.

(a) Right of Submission to Arbitration. If, at any time, the Unit Owners, which comprise the "Resident" in fifty-one percent (51%) or more of the Community Services Agreements that are then in full force and effect and not in default, believe that Salisbury Senior Housing I Condo Units Opco is in default of its obligations under those Community Services Agreements, then the Resident may join with such other Unit Owners and submit the controversy for resolution in arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA").

(b) Procedures for Arbitration. Any such arbitration shall be initiated by and may only be initiated by a written demand submitted by those Unit Owners which comprise the "Resident" in fifty-one percent (51%) or more of the Community Services Agreements that are then in full force and effect and not in default at the time of submission. Such written demand shall be served on Salisbury Senior Housing I Condo Units Opco and simultaneously filed, together with the

required fees, with the regional office of the AAA. The matter will be heard by a panel of three (3) arbitrators. Each arbitrator selected shall be chosen from a panel of arbitrators knowledgeable in the operation of life care or retirement communities and shall apply principles of statutory and common law in his/her arbitration efforts. Each arbitrator shall be a natural person who has never been employed (either as an employee or as an independent consultant) by any party to the arbitration or any parent, subsidiary or affiliate thereof.

At any time after the commencement of the arbitration proceeding, the Unit Owners and Salisbury Senior Housing I Condo Units Opco shall be entitled to serve on one another written requests for the production of all documents and tangible things in the possession of a party which are relevant to the claim or dispute which is the subject of the arbitration proceeding. Within thirty (30) days after service of such written request, the responding party shall submit a written response and make available for inspection and copying all documents or tangible things that are responsive to the request. Unless the parties expressly agree to the contrary, no other pre-hearing discovery shall be permitted.

The arbitrators shall not be bound by any Rules of Civil Procedure or Evidence, but rather shall consider such written and oral presentations as reasonable business persons would use in the conduct of their day to day affairs, and the parties may be required to submit some or all of their case by written declaration or such other manner of presentation as the arbitrators may determine to be appropriate. It is the intention of the parties to limit live testimony and cross-examination to the extent necessary to insure a fair hearing to the parties on significant and material issues.

Venue of any arbitration shall be at a mutually determined site within fifty (50) miles of Salisbury, Maryland. The arbitrators may award reasonable attorneys' fees and costs to the party prevailing on the majority of issues. If fees and costs are not so awarded, such party shall bear its own attorneys' fees and costs, and the cost of the arbitration shall be borne equally by the parties. The arbitration award rendered by the arbitrators shall be final and binding, and judgment may be entered upon it and enforced in any court having jurisdiction.

(c) Limitations on Submission to Arbitration. Subject to the provisions of paragraph 10(d) below: The foregoing limited right of the Resident to submit to arbitration an alleged failure by Salisbury Senior Housing I Condo Units Opco to comply with its obligations under this Agreement, shall be available only under the circumstances set forth above in paragraphs 10(a) and 10(b). In no event shall Resident, or any other person, be entitled to refer to arbitration any matter relating to this Agreement, except in strict conformity with paragraphs 10(a) and 10(b) above. The provisions of this paragraph 10 shall not constitute consent by either Salisbury Senior Housing I Condo Units Opco or the Unit Owners to submit to arbitration any other disputes arising under this Agreement or otherwise.

(d) Supplemental Nature of Arbitration Remedy. The right of submission to arbitration granted the Resident in this paragraph 10 is intended to be supplemental to and not in limitation of any other right or remedy available to the Resident by statute, at law or in equity, and shall not be construed or applied to deny the Resident any right or remedy which would otherwise be available to the Resident by statute, at law or in equity. Without limiting the generality of the

foregoing, it is specifically intended that the Resident shall be entitled to pursue any and all rights and remedies now or hereafter available to the Resident pursuant to the Maryland Consumer Protection Act, as set forth in Title 13 of the Commercial Law Article of the Annotated Code of Maryland.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Salisbury Senior Housing I Condo Units Opco and the Resident.

12. INVALIDITY. The invalidity of any covenant, promise, condition or provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Agreement.

13. JOINT AND SEVERAL LIABILITY. If at any time the Resident consists of more than one (1) person, the liabilities and obligations of those persons constituting the Resident shall in all cases be joint and several.

14. NUMBER AND GENDER. Whenever used herein, the singular number shall include the plural and the singular, and the use of the masculine, feminine, or neuter gender shall include all genders.

15. ASSIGNMENT BY SALISBURY SENIOR HOUSING I CONDO UNITS OPCO. All of the rights, benefits, obligations, promises, covenants and agreements contained herein may be transferred or assigned, in whole or in part, by Salisbury Senior Housing I Condo Units Opco and the Resident expressly acknowledges herein that he has no right to object to any assignment or transfer of this Agreement or any part thereof by Salisbury Senior Housing I Condo Units Opco and that he shall remain bound hereunder in the event of any transfer or assignment. Upon any such assignment or transfer of this Agreement by Salisbury Senior Housing I Condo Units Opco, Salisbury Senior Housing I Condo Units Opco shall be released of any liability or obligation arising or accruing after the date of such assignment or transfer. Except to the extent expressly set forth herein, the Resident shall have no right to assign this Agreement or any of its rights or benefits hereunder without the prior written consent of Salisbury Senior Housing I Condo Units Opco. In the event that Salisbury Senior Housing I Condo Units Opco sells or conveys to a third party all of its rights with respect to the Grande Clubhouse, then, subject to the foregoing, Salisbury Senior Housing I Condo Units Opco will require at such time that such purchaser or transferee agree in writing to undertake the obligations of Salisbury Senior Housing I Condo Units Opco under this Agreement.

16. NOTICE. All notices required or permitted to be given by this Agreement shall be made in writing and given either:

- (a) By personal delivery to the party requiring notice, or
- (b) By mailing notice by depositing the same in the United States mails to the last known address of the party requiring notice, by first class mail, postage prepaid.

The effective date of the notice shall be the date of the personal delivery in (a) above, or three (3) days from the date of the deposit in the United States mails in (b) above.

All notices to Salisbury Senior Housing I Condo Units Opco, unless otherwise notified of a change of address, shall be addressed to:

Lakeside at Mallard Landing
Executive Director
1107 South Schumaker Drive
Salisbury, Maryland 21804

17. FINANCIAL RESPONSIBILITY. In order to assure the desired continuity of Mallard Landing Condominium, Resident covenants and agrees that he will not permit or suffer any judgment or lien to be placed against his Unit and percentage interest in the Common Elements and permit the same to remain unsatisfied for a period of thirty (30) days.

18. MORTGAGE HOLDER INFORMATION. Unit owners at Mallard Landing are required to provide notice of any person or company holding a mortgage on each Unit. As of the date of this agreement the name and address of the mortgage holder on this Unit is _____ . The Resident shall notify Salisbury Senior Housing I Condo Units Opco of any future change in mortgage holder information.

19. GOVERNING LAW. This Agreement shall be interpreted, applied and enforced under the laws of the State of Maryland.

20. HEADINGS. The headings have been placed in this agreement for the benefit of the parties. The headings are not, however, a part of this Agreement.

21. BENEFIT AND BURDEN OF AGREEMENT. The parties agree that they and each of them and their respective heirs, successors, assigns (to the extent assignable) and personal representatives shall be bound by the terms and conditions of this Agreement and that the benefit of this Agreement shall inure to each of the same.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year aforesaid.

WITNESS/ATTEST:

RESIDENT:

_____(SEAL)

Name:

_____(SEAL)

Name

SALISBURY SENIOR HOUSING I
CONDO UNITS OPKO


By: _____(SEAL)

Name _____

Title Executive Director

FEE SCHEDULE FOR OWNERS AND RESIDENTS OF MALLARD LANDING RETIREMENT COMMUNITY

OUR COMMUNITY IS SERVED BY TWO COMPANIES: SVN and DSL

 **SVN-MILLER MANAGES OUR PROPERTY: MAINTENANCE AND HOUSEKEEPING FOR COMMON AREAS, LANDSCAPING, COORDINATES RESALES, RENTALS AND MOVE-INS/OUTS AND MANAGES OUR FINANCES. OWNERS PAY A MONTHLY FEE TO THE COUNCIL OF UNIT OWNERS. THAT FEE SCHEDULE IS AS FOLLOWS.**

Mallard Landing Monthly Council Fee Schedule 2018

Cottages

All Cottages-----\$283

Fountainview Condo Building 1105

Pemberton -----\$254
Pembroke -----\$221
Stockton -----\$227
Wellington -----\$295
Hudson -----\$234
Salem -----\$261
Fairbank -----\$134

Riverview & Parkview Condo Buildings 1103 & 1101

Pemberton -----\$254
Laurel -----\$208
Stockton -----\$227
Oxford -----\$262
Wellington -----\$305
Wellington Plus -----\$355
Hudson -----\$234
Salem -----\$261
Fairbank -----\$172

ADDITIONAL AND OPTIONAL FEES PAYABLE TO  SVN-Miller

Housekeeping: \$22/hour (16.00 ½ hour minimum) (M-F 8-4:30)

Optional personalized services available. Contact SVN at 410-543-2440 for details

Maintenance: \$10 per 15 minutes. (M-F 8-4:30)

Emergency calls after hours \$50 (plus time and materials) \$10 per ¼ hour thereafter. Also available: Preventive Maintenance Service available upon request includes inspections of plumbing, home exterior, smoke alarms, replace HVAC filters, kitchen equipment, refrigerator, condenser filter cleaning, locks and doors.

Key Fobs: Key Fob Replacement-\$50

Fob Reader Reprogramming-\$40

Move In/

Move out: **Mandatory** Trash and Recycling Removal- \$40

1/1/2018

MALLARD LANDING RESIDENTS CONTRACT COMMUNITY SERVICES THROUGH **DISCOVERY SENIOR LIVING (DSL)** AS THE OPERATOR OF THE MALLARD LANDING CLUBHOUSE. THEIR BASIC MONTHLY FEES ARE AS FOLLOWS.....

Community Services Fee:

A portion of the fee will be waived during an extended absence.

- Single Resident ----- \$960
- Two Residents-----\$1245

Dining Services Fee: Dinner served Monday-Friday and Pub Lunch served 7 days a week.

Minimum Meal Plan: \$180 per person/per month

Meal Delivery: Per Delivery-\$3

OPTIONAL SERVICES PROVIDED BY DSL

Housekeeping: \$22/hour (16.00 ½ hour minimum)(M-F 8-4:30)

Optional personalized services available. Contact Housekeeping for details. (DSL)

Maintenance: \$10 per 15 minutes. (M-F 8-4:30)

Emergency calls after hours \$50 (plus time and materials) \$10 per ¼ hour thereafter. Also available: Preventive Maintenance Service available upon request includes inspections of plumbing, home exterior, smoke alarms, replace HVAC filters, kitchen equipment, refrigerator, condenser filter cleaning, locks and doors.

Personal Transportation:

Within 10 miles radius, each round trip (5min. max. wait) \$12.

Beyond 10 mile radius you will be charged \$1 per mile.

If driver waits, you will be charged \$10 per ¼ hour



MALLARD LANDING

Retirement Living Community

1107 South Schumaker Drive

Salisbury, MD 21804

410-749-2848 voice

888-933-3100 toll free

410-860-6878 fax

www.MallardLanding.com

Utility Conversion Form

Please contact these companies to change the service address account into your name prior to or as of the date of the beginning of your lease or your settlement.

Delmarva Power (for electricity)

1-800-375-7117

Chesapeake Utilities (gas for heat for buildings 1103 and 1101 only)

1-800-427-0015

Comcast (cable tv, internet service, land line telephone service)

1-800-266-2278

I have accepted responsibility for the transfer of these accounts.

Resident

Date

Contact Information

NAME _____

PRIMARY PHONE NUMBER _____ - _____ - _____

EMAIL _____

Emergency Contact Information

NAME _____

PRIMARY PHONE NUMBER _____ - _____ - _____

EMAIL _____

NAME _____

PRIMARY PHONE NUMBER _____ - _____ - _____

EMAIL _____

NAME _____

PRIMARY PHONE NUMBER _____ - _____ - _____

EMAIL _____

**RE: _____ Mallard Landing Council of Unit Owners, Inc.
Condominium Certificate**

The Mallard Landing Council of Unit Owners, Inc. provides the following statements as required under the Maryland Condominium Act to purchasers of each re-sale unit (hereafter, the "Unit"):

1. There are no rights of first refusal or other restraints on the free transfer of title to any unit other than any restraint that may have been created by the unit owner.
2. a.) The amount of the monthly common expense assessment for the unit is \$ _____.
 b.) The monthly common expense assessment is reflected in the attached condominium budget. There are no other fees payable by the unit owners to the Mallard Landing Council of Unit Owners, Inc. (MLCO).
 c.) It is noted that covenants binding upon condominium units require owners to enter into the current version of the Community Services Agreement with Salisbury Senior Housing IOPCO. This agreement imposes separate charges for required and optional service provided by MLCO.
3. All capital expenditures approved by MLCO are included in the attached condominium budget. There are no special assessments for capital expenditures planned or outstanding.
4. There are no judgments against the condominium or pending suits to which MLCO is a party.
5. Insurance policies owned by MLCO are summarized as follows:

| | |
|--|--------------|
| EFFECTIVE October 20, 2017-October 19, 2018 | |
| General Liability | \$2,000,000 |
| Property | \$34,133,600 |
| Business Personal Property | \$206,000 |

Copies of insurance policies are available for inspection in office of the Executive Director at the Club House. The terms of the actual policies prevail over the above summary.
6. MLCO has no knowledge that any alteration or improvement to the Unit or to the limited common elements assigned to the Unit violates any provision of the declaration, bylaws or rules or regulations.
7. MLCO has no knowledge of any violation of the health or building codes with respect with respect to the Unit, the common elements assigned to the Unit, or any other portion of the condominium.
8. There are no leases in force affecting the condominium.
9. There are no recreational or similar facilities which are to be used by the unit owners or maintained by them or MLCO. The Club House is owned by Salisbury Senior Housing L PROPCO. The use of the Club House is governed by the MLCO Community Services Agreement which is executed individually by unit owners.

The Mallard Landing Council of Unit Owners

Date _____
Buyer Signature

By: _____
(Board Member's Signature)

Date _____
Buyer Signature

Title: _____