

CORSICA CENTER I CONDOMINIUM, INC.
CONDOMINIUM REGIME DECLARATION

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CORSICA CENTER I CONDOMINIUM

CONDOMINIUM REGIME DECLARATION

THIS DECLARATION, made in Centreville, State of Maryland, this 29th day of August, 2007, by CORSICA VII LLC., a Maryland limited liability company ("Condominium Developer" or "Developer").

WHEREAS, by Deed dated the 2nd day of January, 2006, and recorded among the Land Records of Queen Anne's County, Maryland in Liber 1501, 186 et seq., from Ernest D. Fuchs, Grantor, conveyed the land described on Exhibit "A" attached hereto ("Property") to Corsica VII, LLC and that Confirmatory Deed dated August 21, 2007, and recorded among the Land Records prior to the recording of this Declaration; and

WHEREAS, Developer intends to construct a one-story office Building ("Building") on the Property and Developer intends to subject the Property, Buildings and all of the improvements thereon to a condominium regime under applicable Maryland law; and

WHEREAS, Developer has caused to be prepared by McCrone engineer, a series of plats (the "Condominium Plats") consisting of three (3) sheets, dated the _____ day of _____, 2007,, and entitled, "CORSICA CENTER I CONDOMINIUM".

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

ARTICLE I

Definitions

As used in this Declaration, the Articles of Incorporation and the Condominium By-Laws, and in all amendments thereto, unless the context requires otherwise:

(a) Annual Assessment. "Annual Assessment" means the assessment levied annually against the Units pursuant to Section 1 of Article IX of the Condominium By-Laws.

(b) Common Element(s). "Common Element(s)" (a) means all of the Condominium other than Units the legal title to which is held by a person other than the Condominium Association, and (b) shall be comprised of the General Common Elements.

(c) Common Expense(s). "Common Expense(s)" means the expenses of the Condominium Association, including particularly, but not by way of limitation, the following: the cost and expense of administration, operation, care, cleaning, maintenance, repair or replacement of the Common Elements; payment into a repair and replacement reserve fund established for the foregoing; premiums on any policy of insurance, indemnity or bond required to be procured or maintained under the Declaration or Condominium By-Laws, or deemed necessary or advisable by the Condominium Association or Condominium Board; compensation for accountants, attorneys, engineers, financial experts, superintendents, Manager, and such other employees and agents as may

be deemed necessary or advisable for the operation of the Condominium; all other costs and expenses declared to be a Common Expense by any provision of the Condominium Act, this Declaration or the Condominium By-Laws, or by the Condominium Association or Condominium Board.

(d) Common Profit(s). "Common Profit(s)" means the profit(s) of the Condominium Association.

(e) Condominium. "Condominium" means the Condominium Land and Units, together with all improvements, fixtures, and structures erected thereon or therein, and all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining, including all space in, upon, above or below the foregoing, all, however, subject to easements, agreements, conditions and other matters of public record, including, without limitation, the Easement Agreement, Access/Parking Easement, Agreement and the Centreville Business Park, Section Two, Declaration, all of which are referred to herein.

(f) Condominium Act. "Condominium Act" means Title 11 of the Real Property Article of the Annotated Code of Maryland, as heretofore and hereafter amended.

(g) Condominium Association; Council. "Condominium Association" or "Council" means the incorporated legal entity that is comprised of all Unit Owners, and is charged with the government and administration of the affairs of the Condominium.

(h) Condominium Board; Board. "Condominium Board" or "Board" means the board of directors of the Condominium Association.

(i) Condominium By-Laws. "Condominium By-Laws" or "By-Laws" means the Condominium By-Laws attached hereto as Exhibit C, as said Condominium By-Laws may, from time to time, be amended.

(j) Condominium Declaration. "Condominium Declaration" (or as used herein, "Declaration") means this Declaration, as said Declaration may, from time to time, be amended.

(k) Condominium Documents. "Condominium Documents" means this Declaration, the Condominium By-Laws and the Condominium Plats, and all rules and regulations adopted pursuant to Article X of the Condominium By-Laws.

(l) Condominium Land; Property. "Condominium Land" or "Property" means all of that real property described in Exhibit A attached hereto.

(m) Condominium Plats. "Condominium Plats" collectively means the plats prepared by McCrone, entitled "CORSICA CENTER I CONDOMINIUM", intended to be recorded among the Land Records of Queen Anne's County simultaneously with the recording of this Declaration, as said Condominium Plats may, from time to time, be amended.

(n) Developer. "Developer" means Corsica VII LLC, its successors, and any assignee to whom the Developer specifically assigns in writing its rights as Developer under this Declaration.

(o) First Mortgage. "First Mortgage" means and includes a Mortgage with priority over all other Mortgages.

(p) General Common Element(s). "General Common Element(s)" means and includes all the Common Elements.

(q) Majority of the Unit Owners. "Majority of the Unit Owners" means Unit Owners holding more than fifty percent (50%) of the votes appurtenant to all Units in the Condominium.

(r) Majority of the Unit Owners Present and Voting. "Majority of the Unit Owners Present and Voting" means Unit Owners casting more than fifty percent (50%) of the total votes cast on any matter by Unit Owners present, in person or by proxy, at a meeting of the Condominium Association.

(s) Manager. "Manager" means the person, firm or corporation from time to time employed by the Condominium Association to administer or supervise the Condominium.

(t) Mortgage. "Mortgage" means a mortgage, deed of trust or other conveyance in the nature of a mortgage.

(u) Mortgagee. "Mortgagee" means the holder of any recorded Mortgage, the beneficiary of any recorded deed of trust, or the grantee (including personal representatives, successors and assigns of such grantee) named in any recorded conveyance in the nature of a Mortgage, encumbering one or more Units.

(v) Percentage Interest Factor. "Percentage Interest Factor" means the proportionate interest of each Unit Owner in the Common Elements and in the Common Profits and Common Expenses as specified in Article VII hereof.

(w) Special Assessment. "Special Assessment" means the assessment, if any, levied against the Units from time to time pursuant to Section 2 of Article IX of the Condominium By-Laws.

(x) Tenant. "Tenant" means any person, firm, corporation, trustee or other legal entity, or combination thereof, holding leasehold title to a Unit, whether by lease, sublease or otherwise, and includes, but is not limited to, the sublandlord and subtenant, if any, of a Unit.

(y) Unit. "Unit" means a part of the Condominium Property which is to be subject to exclusive ownership, as designated in the Declaration. "Office Suite", "Suite" and "Unit" are interchangeable as used in this document and shall mean the same.

(z) Unit Owner; Owner. "Unit Owner" or "Owner" means any person, firm, corporation, trust or other legal entity, or any combination thereof, holding legal title to a Unit. However, no

Mortgagee, as such, shall be deemed a Unit Owner. If more than one person, firm, corporation, trustee or other legal entity, or any combination thereof, holds the legal title to any one Unit, whether in a real property tenancy, partnership relationship, or otherwise, all of same shall be deemed a single Unit Owner and a single member of the Condominium Association by virtue of ownership of such Unit. If any single membership in the Condominium Association is comprised of two or more persons, firms, corporations thereof, then each constituent may cast such portion of the vote of the member as the several constituents may mutually determine, provided, however, that in the absence of such a determination, (i) each constituent may cast such portion of the vote of the member as shall equal his, her or its proportionate interest in the Unit or Units held by the member, and (ii) if only one votes, he, she or it may cast the entire vote of the member and such act shall bind all. In no event may such constituents cast, in aggregate, more than the number of votes appurtenant to the Unit(s) owned by the member.

ARTICLE II

Declaration of Condominium

Developer hereby declares its intent and does subject to a condominium regime pursuant to the Condominium Act all of the land lying in Queen Anne's County, State of Maryland, more particularly described in Exhibit A attached hereto and made a part hereof.

TOGETHER WITH the Buildings and improvements thereon erected and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

Said parcels of land and the improvements constructed thereon are shown on the Condominium Plats which are incorporated herein by reference. The Condominium Plats are recorded or are intended to be recorded simultaneously herewith among the Condominium Plat Books of the Land Records of Queen Anne's County, aforesaid.

ARTICLE III

Name

The name of the Condominium Association shall be:

“CORICA CENTER I CONDOMINIUM, INC.”

ARTICLE IV

Description of Condominium

The Condominium consists of the Property described in Exhibit A attached hereto and the improvements thereon.

The improvements consist of the Building containing twelve (12) Units and Common Elements, all as is more particularly shown on the Condominium Plats.

For purposes of identification, each condominium Unit is given an identifying number.

The Condominium is divided in the manner and to the extent depicted on the Condominium Plats into Units and Common Elements, which are further subdivided into General Common Elements.

ARTICLE V

Description of Units

The dimensions, area and locations of each Unit are shown graphically and as noted on the Condominium Plat, provided, however, that the existing physical boundaries of any Unit or Common Element constructed or reconstructed in substantial conformity to the Condominium Plats shall be conclusively presumed to be its boundaries, regardless of shifting, settlement or lateral movement of the Building and regardless of minor variations between the physical boundaries, as described herein or shown on the Condominium Plats, and the existing physical boundaries of any such Unit or Common Elements.

Except as otherwise hereinafter provided, each respective Units shall be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceiling surrounding each Unit however, any pipes, wires, conduits or other utility lines running through each Unit which are utilized for or serve more than one (1) Unit, the same being the Common Elements as hereinafter provided. Each Unit shall be bounded as to both horizontal and perimetrical boundaries as below defined, whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. The boundaries shall be determined in the following manner: (1) Horizontal boundaries: a) Upper Boundary - The underside of the concrete slab and/or steel trusses constituting the ceiling of the Unit, extended to meet the perimetrical boundaries; b) Lower Boundary - The underside of the concrete slab upon which the Unit is affixed, extended to meet the perimetrical boundaries. (2) Perimetrical Boundaries - The perimetrical boundaries shall be the exterior surfaces of the perimeter walls or perimeter glass of the Unit. Each Unit also includes the airspace encompassed by the boundaries described herein. Each Unit shall also contain all electrical installations and fixtures for the use of such Unit as well as all wiring and conduit running from and including the Unit circuit breaker panel to all such installations and fixtures, and without limiting the generality of the foregoing, each Unit shall include all outlets, switches, lampholders and other electrical service terminals, wherever located, for the exclusive use of said Unit. Each Unit shall also include all of the heating and air conditioning machinery and equipment located within the Unit, and all of its controls and control wiring, and all supply, return and drain pipes to the point of their connection with their respective common risers. Each Unit shall also contain duct work, if any, running from the heating and air conditioning equipment to, and including, the outlets thereof into the Unit, wherever located. Each Unit shall also contain the bath fan, if any, and the connecting duct work or flues to the exterior of the Building. Each Unit shall also include all plumbing fixtures and connections therefore, including all sinks, faucets, commodes, bathtubs and shower stalls, if any, and including hot and cold water pipes to, and drain pipes from,

respectively, the point of connection with each such fixture to the point where each such pipe or drain connects with its common riser. Unless specifically excluded by this Declaration, each Unit includes all improvements, fixtures and installations of every kind and nature whatsoever located within the boundaries of the Unit as set forth herein as well as the improvements, fixtures and installations specifically included by the whether or not said improvements, fixtures and installations are located within the boundaries of the Unit; provided, however, that whenever load-bearing walls, partitions or columns are located within said boundaries, said Unit will be deemed to include only the non-load-bearing or nonstructural portions of the walls, partitions or columns respectively, nor shall any such Unit be deemed to include any main, duct, chase, stack, raceway, wire, conduit, line drain, pipe, meter or other similar thing or device which is used in providing any utility or service to any portion of the Condominium other than, or in addition to, such Unit, whether the same are located within said boundaries or not.

Where there are apertures within a Unit, including but not limited to windows, doors and all surfaces made of glass or other transparent material, the boundaries of the Unit shall extend to the exterior surfaces of said apertures. However, exterior glass windows and windows open to Common Elements shall not be within the boundaries of any Unit and shall be deemed Common Elements.

In interpreting deeds, declarations and plans, the existing physical boundaries of a Unit constructed or reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in a deed, plat or this Declaration, regardless of settling or lateral movement of the Building and regardless of minor variances between boundaries shown on the plat or in the deed and those of the Building.

ARTICLE VI

Description of Common Elements

The Common Elements include all of the Condominium, except the Units. The only Common Elements are General Common Elements, as described below.

General Common Elements. The General Common Elements of the Condominium shall consist of all the Common Elements shown on the Condominium Plat as General Common Elements. Any expense of maintenance, repair or replacement relating to the General Common Elements and for operation of the Condominium, including cleaning of all exterior surfaces and exterior window glass and structural maintenance, repair or replacement of the General Common Elements, shall be treated and paid for as a part of the Common Expense of the Condominium Association unless the same shall be caused by the negligence or deliberate act of the individual Unit Owner or persons occupying a Unit with the Unit Owner's actual or implied consent or permission, in which case expense of maintenance, repair or replacement relating to such General Common Elements referred to in this Article shall be borne by and assessed against the individual Unit Owner, less the amount of any insurance benefits received by the Council on account thereof.

ARTICLE VII

Interest Acquired

Each Unit in the Condominium has all of the incidents of real property and the Owner of a Unit shall have such estate therein as may be acquired in real property, including an estate in fee simple absolute, and shall have the same estate as to an undivided percentage interest in the Common Elements in the Condominium.

Subject to any change of the Percentage Interest Factor in a Unit provided in the Condominium Act, each Unit Owner shall have an undivided interest in and to the Common Elements of the Condominium as described below.

The Owner of each Unit shall have the Percentage Interest Factor for his/her/its Unit, as described in Exhibit B attached hereto.

The Percentage Interest Factors shall have a permanent character and except as provided herein, may not be changed without the written consent of all of the Unit Owners and their Mortgagees.

ARTICLE VIII

Administration

The administration of the Condominium shall be by the Council and governed by the Condominium By-Laws appended to this Declaration and shall be in accordance with the laws of the State of Maryland and with the provisions of this Declaration, Condominium By-Laws and any amendments thereof.

ARTICLE IX

Votes

Subject to the provisions and restrictions set forth in the Articles of Incorporation and Condominium By-Laws of the Condominium Association, each Unit Owner shall be a member of the Condominium Association and shall be entitled the number of votes described on Exhibit B.

A vote in Condominium Association matters which shall be weighted as follows: The total number of votes available to Unit Owners at a Condominium Association meeting shall be one thousand (1,000) regardless of the number of Condominium Units. A Unit Owner shall be allocated a percentage of these votes substantially equal to its Percentage Interest Factor appurtenant to that Owner's Unit or Units.

ARTICLE X

Compliance

Each Owner shall comply with the provisions of this Declaration, the Condominium By-Laws and the decisions and resolutions of the Council or its representatives, as lawfully amended from time to time and uniformly enforced, and failure to comply with any such provision, decision or resolution, shall be grounds for an action by the Council for damages, foreclosure and/or injunctive relief, or any combination thereof, or any other action or relief available at law or in equity.

ARTICLE XI

Common Expenses and Lien for Nonpayment

Each Unit Owner, in proportion to this Percentage Interest Factor, shall contribute toward payment of the Common Expenses and no Unit Owner shall be exempt from contributing toward said Common Expenses, either by waiver of the use or enjoyment of the Common Elements, or any portion thereof, or by the abandonment of his Unit, and the contribution of each Unit Owner toward the Common Expenses shall be determined, levied and assessed in the form of Annual Assessments and Special Assessments and a working capital fee, all in the manner set forth in the Condominium By-Laws. The Common Expenses shall include the Condominium Association's liability to pay expenses for the maintenance of the General common Elements, including but not limited to, trash and snow removal, grass cutting and the maintenance of the parking areas.

Any type of assessment levied by the Condominium Association (including any Annual Assessment or Special Assessment or assessment of the type described in Article IX of the Condominium By-Laws), until paid, together with interest thereon, late charges, actual costs of collection, and reasonable attorney's fees, shall constitute a lien on the Unit against which it is levied, effective from and after the recordation of a statement of lien in the manner and form prescribed by the Condominium By-Laws, or as otherwise required by law. Such lien shall be subordinate to (i) general and special assessments for real estate taxes against the Unit; and (ii) the lien of any Mortgage duly recorded against the Unit (A) prior to the recordation of said statement of lien, or (B) after receipt by the Mortgagee of a written statement issued by the Condominium Association pursuant to the Condominium By-Laws acknowledging that payments of all assessments (and all interest, late charges, costs of collection and attorney's fees payable with respect to any delinquent assessments) against the Unit are current as of the date of recordation of the Mortgage.

ARTICLE XII

Compliance with Condominium Regime; Use Restrictions

All present and future Owners, Tenants and occupants of Units shall be subject to and shall comply with, the provisions of this Declaration, the Condominium By-Laws and any rules and regulations, as they may be amended from time to time, except as otherwise provided in this Declaration. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement between such Owner, Tenant or occupant

and the Council that the provisions of this Declaration, the Condominium By-Laws and the rules and regulations as they may be amended from time to time, are accepted and ratified by such Owner, Tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. A copy of the current Condominium By-Laws of the Condominium is filed herewith, marked Exhibit C, and made a part hereof.

In addition to the foregoing, each Owner shall comply with the following provisions:

(a) All Units shall only be used for business purposes and no Unit may be used if such use constitutes a nuisance or presents a hazardous or offensive use or threatens the security or safety of any other occupant in the Building, as determined in the sole discretion of the Architectural Committee or if none, then of the Condominium Board; and

(b) Each Unit may be leased under such terms and conditions as the Unit Owner thereof may desire, except as otherwise provided herein this paragraph. No Unit may be leased for a period of less than twelve (12) months. Each lease shall be subject to the Condominium Documents and any breach or violation of any Condominium Documents by the Tenant shall constitute a default under the lease. The Tenant (as well as the landlord) shall be directly liable to, and subject to enforcement action(s) by, the Condominium Association for any breach or violation by the Tenant of any Condominium Documents. Each lease shall be in writing and shall set forth, and provide for the Tenant's acknowledgment of, each of the provisions of the two preceding sentences. The Unit Owner of any leased Unit shall promptly (within 30 days) deliver to the Architectural Committee or Condominium Board, as applicable, a copy of the executed lease and a copy of each signed amendment which is made thereto from time to time. The Condominium Association, through the Architectural Committee (or Condominium Board, if applicable), shall be entitled, but is not obligated, to exercise the default remedies of any Unit Owner, as the landlord under any such lease, and upon any breach or violation by the Tenant of any Condominium Document, the Condominium Board, after notice to the Unit Owner and Tenant of such breach or violation, and the failure of such Unit Owner and Tenant to correct the same within a reasonable time thereafter, shall be entitled, but not obligated, to summarily evict the Tenant from the leased premises, subject to any applicable laws governing the speedy recovery of possession of lands or tenements in redress of a breach or violation of a lease. The Developer shall not be subject to the provisions of this Article XII (b) relating to leasing of any Units owned by Developer.

ARTICLE XIII

Grantor/Grantee Liability

In a voluntary conveyance of a Condominium Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Council against the grantor for his share of the common expenses up to the time of the voluntary grant without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any

such contract purchaser shall be entitled, on written request, to a statement in writing from the Council setting forth the amount of any unpaid assessments against the grantor due the Council and such purchaser shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for, any unpaid assessments made by the Council against the grantor or the Unit in excess of the amount therein set forth.

ARTICLE XIV

Easements

The Council and Manager, if any, and their agents or employees, shall have an irrevocable right and easement to enter Units to make repairs to that Unit, other Units or Common Elements when repairs reasonably appear to be necessary for public safety or to prevent damage to Property other than that Unit, and to restore any part of the Condominium. Such entry to a Unit shall only be made after twenty-four (24) hours' notice given to the Owner or occupant of the Unit, except in the event of an emergency in which event entry may be made without prior notice.

There shall be an ingress and egress easement in favor of all guests, invitees, customers and clients of any owner or Tenant in the Building across the Common Elements which constitute the Condominium.

The Condominium Association can make reasonable rules regarding restricting public access to the Building to reasonable business hours during a business week.

There shall be easements through Units for conduit ducts, plumbing, wiring and other facilities for the furnishing of common utility services to Units for the Common Elements. The Condominium Land shall be subject to perpetual easements through encroachments presently existing or which may hereafter be caused by settlement or movement of the Building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists.

In the event the structure is partially or totally destroyed, and then rebuilt, the Owners of the Condominium Units agree that encroachments of parts of the General Common Elements or Units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist. Developer shall have the right to grant easements to provide utility services, storm drainage and retention, and ingress and egress to the Condominium Land.

In addition to any easement established by law, each Unit shall have, appurtenant thereto, an easement in the Common Elements for the purposes of providing maintenance, support, repair or service for such Unit and to and for the ducts, pipes, conduits, vents, plumbing, wiring and other utility services to the Unit. This easement, whether included in said boundaries or otherwise, is a Common Element.

If any part of the Common Elements encroaches upon any Unit, or if any Unit or any part thereof encroaches upon a Common Element, whether such encroachment is attributable to unintentional error in design or construction, or to settlement or shifting of the Condominium, or any other reason whatsoever beyond the control of Developer, the Council and/or any Unit Owner, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does hereby exist. Further, such easement shall remain in full force and effect so long as the encroachment shall continue and shall be relocated, if necessary, to permit the maintenance of such encroachment where necessary.

In addition, each Unit shall have and enjoy, appurtenant to it, an easement from the division line between that Unit and any adjoining Unit or interior Common Element for a distance of one (1) foot in, on, over and across the adjoining Unit, or interior Common Element, for the entire length of the division line, as shown on the Condominium Plats. The easement is for the sole purpose of erecting, maintaining, repairing, restoring, supporting and servicing, as reasonably necessary, a dividing wall, which may be a joint or party dividing wall, between the adjoining Units or a Unit and the adjoining Common Element. The easement is irrevocable, and gives the Owner of the dominant Unit, or the Council of Unit Owners, their respective agents, servants, employees and contractors, the right to enter the easement area and attach studding and otherwise use the easement area in such manner as is reasonably necessary to erect, maintain, repair, restore, support and service the dividing wall and the improvements to be attached to it or to which it is to be attached. No window or opening shall be permitted in the wall in the easement area to look directly into an adjoining Unit or provide access to the adjoining Unit, unless the adjoining Unit Owners shall agree otherwise, nor shall any window or opening be permitted in the wall in the easement area to look directly into a Unit or the adjoining Common Element unless the Condominium Unit Owner and the Council agree otherwise.

In addition to the easements which Condominium Developer may into on behalf of the Council, Owners and any Mortgagees as described below, the Council may grant from time to time specific easements, rights-of-way, licenses, leases in excess of one (1) year and similar interests affecting the Common Elements of the Condominium if the grant is approved by the affirmative vote of Unit Owners having sixty-six and two-thirds percent (66 2/3%) or more of the votes, and with the express written consent of the Mortgagees holding an interest in those Units as to which Unit Owners vote affirmatively. Further, other than as described below in this Article XIV, any easement, right-of-way, license, or similar interest granted by the Council of Unit Owners thereunder shall state that the grant was approved by Unit Owners having at least sixty-six and two-thirds percent (66 2/3%) of the votes, and by the corresponding Mortgagees.

It is contemplated that the Council will be a party to that certain easement agreement ("Easement Agreement") recorded among the Land Records affecting the use of a portion of the adjacent land within the area described as "Proposed 20' Wide Parking Easement" ("Parking Easement") on the Condominium Plat, which is to be used by the Owners as parking spaces and storm drain inlet. The Owners and Condominium Association shall be obligated to maintain, repair and replace the Parking Easement, at their sole cost and expense.

In addition to the foregoing, a portion of the Common Elements may be subject to an easement agreement with the adjacent property owner granting a right of use by such adjacent property owner for parking and/or access and/or other purposes ("Access/Parking Easement").

The Condominium Developer shall have the absolute unilateral right, power and authority to enter into the Easement Agreement as well as the agreement for the Access/Parking Easement on behalf of the Council and all Owners and Mortgagees until such time as Condominium Developer no longer owns any Units. The Council and each Owner and each Mortgagee appoint Condominium Developer as his/her power of attorney to enter into the Easement Agreement and Access/Parking Easement under such terms as Condominium Developer determines are appropriate, and no consent from any Owner, the Council or any Mortgagee shall be required to enable the Condominium Developer. THIS SPECIAL POWER OF ATTORNEY SHALL BE IRREVOCABLE AND COUPLED WITH AN INTEREST.

Further, the Condominium Developer shall have the right to create an easement, on, over and under the Common Elements or Units for the purpose of maintaining and correcting drainage of surface water and in order to maintain reasonable standards of health, safety and appearance. The easement created herein expressly includes the right to cut or remove any vegetation, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, which does not materially interfere with the use and occupancy of the affected Unit, following which the Condominium Board or Condominium Developer (whichever is applicable) shall restore the affected Unit as closely to its original condition as practicable.

There is hereby reserved unto the Condominium Developer for the benefit of the Condominium Developer, and its agents an assigns, a nonexclusive easement over, across and through all of the Condominium Land, the Common Elements and the Units, for all purposes related to the development and completion of the construction, improvement and repair of the Condominium Land, Units and Common Elements. Condominium Developer shall also have a non-exclusive easement over, across and through all of the Condominium Land and Common Elements for the purpose of conducting any and all sales, marketing and leasing activities which it desires.

The Condominium Developer and Condominium Board shall have an easement over the Common Elements for inspection, operation, maintenance, repair, improvement and replacement of the Common Elements and any improvements thereon, and for correction of emergency conditions or casualties to the Common Elements and any improvements thereon.

ARTICLE XV

Transfer of Individual Condominium Units / Unit Consolidation and Subdivision

Except as hereinafter provided, any Unit Owner desiring to transfer his Unit shall comply with the following provisions:

A. The Unit Owner intending to make a bona fide sale or lease of his Unit shall give the Condominium Board notice of such intention, together with the name and address of the intended

purchaser or lessee and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Condominium Board, except that no Unit Owner shall be permitted to dispose of his Unit or lease unless and until all sums, charges and assessments have been paid and the intended purchaser or lessee agrees to be bound by the Declaration of Condominium, Condominium By-Laws, Articles of Incorporation and all other rules, regulations and restrictions set forth by the Condominium Association as well as the Condominium Act. The Condominium Association may, if it desires, charge a processing fee not to exceed \$50.00. Leases or subleases (except for the leases of Units owned by Condominium Developer) shall be consistent with the terms of this Declaration and Condominium By-Laws and shall specifically provide that the lease or sublease cannot be assigned without the prior written consent of the Council; that the Tenant shall not sublet all or any part of the office space without affording the Council the right of prior refusal as described in this Article; and that the Council shall have the power to terminate such lease or sublease and to bring summary proceedings to evict the Tenant in the name of the landlord, in the event of a default by the Tenant in the performance of the lease or sublease or in the event such Tenant shall violate the terms of the condominium documents or the rules and regulations of the Council, as the same shall exist from time to time.

B. Within ten (10) days after receipt of the notice described in Paragraph A above, the Condominium Board must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, which certificate shall be delivered to the purchaser. If the Board fails to issue the certificate within the ten (10) day period, it shall automatically be deemed approval by the Board and the absence of such certificate on the public records shall not constitute a defect in the title of the Unit.

C. If the Condominium Board disapproves a proposed sale or lease, it shall deliver a written notice to the Unit Owner (or mail to the place designated by the Unit Owner in his notice) designating the Council, one or more persons who are then Unit Owners, or any person or persons satisfactory to the Condominium Board who is willing to purchase or lease upon the same terms as those specified in the Unit Owners notice. The stated designee of the Condominium Board shall have fourteen (14) days from the date of the notice sent by the Condominium Board to make one (1) binding offer to purchase or lease upon the same terms specified in the Unit Owner's notice. Thereupon, the Unit Owner shall accept such offer. Failure of the Condominium Board to designate such person or persons within the said ten (10) day period, shall be deemed a consent by the Condominium Board to the transaction specified in the Unit Owners notice, and the Condominium Board shall furnish a Certificate of Approval as provided in Paragraph B above. If the Board fails to issue the certificate within the ten (10) day period, it shall automatically be deemed approval by the Board and the absence of such certificate on the public records shall not constitute a defect in the title of the Unit. The Unit Owner shall be free to make or accept the offer specified in his notice, and sell or lease said interest pursuant thereto to the prospective purchaser or lessee named therein within ninety (90) days after his notice was given.

D. The consent by the Condominium Board to a sale or lease of a Unit by a Unit Owner shall not constitute a waiver of the Board's rights provided for in this Article. Nor shall the consent of the Condominium Board to an individual Unit Owner in one transaction covered in this

Article constitute a waiver of the Board's rights in any other transaction by the individual Unit Owner.

E. Notwithstanding anything herein to the contrary, neither the provisions of Subsections (A) through (D) hereof, nor any other restrictions, shall apply to (i) a transfer by an individual Unit Owner to a spouse, child, children, or parents of the donor or deceased Unit Owner, or transfers by gift, devise or inheritance, or (ii) a transfer by an individual Unit Owner to a transferee who occupies the Unit for a like or similar business use.

F. The provisions of this section shall in no way be construed as affecting the rights of a prior First Mortgagee with a recorded first Mortgage on any Unit and the redemption rights herein above set forth shall remain subordinate to any such prior First Mortgage. Further, the provisions of this Article shall not be applicable to purchasers at foreclosure sales or other judicial sales, nor to transfers to, or by, First Mortgagees, Developer, or a corporate grantee of all of the Condominium Property. The provision of this section shall not be construed as prohibiting the rights of an owner to assign or sublet a Unit without Council approval where it can be shown that the assignment, lease or sublease is to an affiliate or subsidiary of owner.

G. Notwithstanding any provisions contained herein, the provisions of this Article shall not be applicable to Developer, its successors or assigns. Developer shall have the right to sell, lease or transfer ownership of any Unit owned by it to any person or entity, on such terms and conditions as Developer deems in its own best interest.

H. All notices required by this Article shall be deemed received three (3) days after the date of mailing.

I. (i) Any sale, lease or other transfer not authorized pursuant to the terms of this Article, shall be void unless subsequently approved by the Council.

(ii) No Unit may be leased without delivery of prior written notice to the Council at least fifteen (15) days prior to the commencement of the term specifying the name of the Tenant and the commencement and expiration dates of the lease term.

J. Notwithstanding the foregoing, the Council may not purchase any Unit without prior written approval of fifty percent (50%) of the Unit Owners eligible to vote, except the Condominium Board has the right to bid at a foreclosure sale up to the amount of its claim of lien, plus interest, attorneys fees and court costs without a vote of the Unit Owners.

The Unit Owner of any two (2) or more horizontally adjacent Units shall have the right to consolidate said Units, and/or the Unit Owner of any Unit shall have the right to subdivide any Unit into two or more Units, resulting Units shall have a floor area of not less than forty percent (40%) of the floor area of said Double Unit; provided, however, that no Unit Owner, except the Condominium Developer, shall, for the purpose of effecting any such consolidation or subdivision, make any structural addition, alteration or improvement to any such Unit, or to any General Common Element, or any non-structural addition, alteration, improvement or decoration to any of the doors or windows enclosing any such Unit, or to any General Common Element, unless and until plans and

specifications, in duplicate, showing the nature, kind, shape, height, color, materials, location and approximate cost of such addition, alteration, improvement or decoration shall have been submitted to and approved in writing by the Architectural Committee or Condominium Board, which shall have the right to refuse for good cause to approve any such plans and specifications it deems unsuitable or undesirable, whether based on aesthetic or other reasons. If the Architectural Committee or Condominium Board fails to deny a request within sixty (60) days after its receipt of two complete sets of plans and specifications, such request shall be deemed approved.

If any Units are consolidated or subdivided as set forth above, the Unit Owner and the Condominium Association shall amend the Declaration and Condominium Plat to reflect such consolidation or subdivision, as the case may be, in accordance with the applicable provisions of the Condominium Act. Further, the party seeking to consolidate or subdivide Units shall pay all costs incurred in connection with the amendment to Declaration and Condominium Plat, including reasonable attorney's fees.

Upon the subdivision or consolidation of any Unit, the Percentage Interest Factor and votes appurtenant to each of the resulting Units, identical for the percentage interest in the Common Elements and the percentage interest in the Common Profits and Common Expenses, shall be adjusted in accordance with the provisions of Section 11-107 (d) of the Condominium Act. For example, if two (2) Units are consolidated, then the Percentage Interest Factor and votes shall be equal to the sum of the Percentage Interest Factor assigned to each Unit as described in Exhibit B to this Declaration or alternatively, if two (2) Units are subdivided, then the Percentage Interest Factor and votes for each Unit shall be reduced so that each of the subdivided Units shall have the Percentage Interest Factor and votes assigned under Exhibit B, attached hereto.

ARTICLE XVI

Signage

No signs or advertising devices of any nature shall be displayed from a Unit or on Common Elements, except each Unit Owners shall have an identification sign on the exterior of their Unit if: (a) the Unit Owner receives advance written approval by the Architectural Committee (or if none, then by the Condominium Board or Developer if applicable); (b) the Unit Owner pays for the installation, maintenance and repair of the signage; and (c) the Unit Owner complies with all applicable provisions of the Condominium Documents and the Centreville Declaration (as such term is defined in the Condominium By-Laws). The Architectural Committee (or Condominium Board, as the case may be) shall have the right to remove, and either place in storage at the offending Unit Owner's expense, or dispose of, any signs not properly approved of the Architectural Committee (or if none, then by the Condominium Board). Nothing contained herein shall prohibit or restrict in any way the Developer's right to construct such promotional signs and or other sales aids of reasonable size and dignified form on or about the Property which Developer shall deem reasonable necessary in connection with its sale or lease of Condominium Units. All signs shall comply with all applicable government ordinances. All such signs shall be constructed and maintained in a good and safe condition and appearance at the expense of a party permitted to construct such signage. In addition, Section 4.20 of the Centreville Declaration (as defined in the Condominium By-Laws) requires that all signs conform to the Town of Centreville zoning ordinance and further, that: (a) the design,

construction, size and location of all signs must be in keeping with the character of the Property and
(b) all rooftop signs, pylon signs and flashing or moving signs and banners are prohibited.

Additionally, Developer may advertise its involvement in the Building as the Developer and/or the Building manager.

ARTICLE XVII

Severability

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

ARTICLE XVIII

Waiver

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

ARTICLE XIX

Number and Gender

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

ARTICLE XX

Benefit

This Condominium Declaration shall be binding upon and inure to the benefit of Developer herein, its successors and assigns.

ARTICLE XXI

Amendment of Declaration

This Declaration may be amended as permitted by the Condominium Act and subject to the requirements of Article IX of the Condominium By-Laws, except that no rights assigned to the Developer may be revoked, abridged or otherwise modified, unless such exclusions are not permitted or in accordance with the Condominium Act.

ARTICLE XXII

Developer

As used herein "Developer" shall mean Corsica VII LLC, and its successors, and any other party to which it, or any other Developer, shall expressly assign its rights as Developer by an instrument in writing recorded among the Land Records of Queen Anne's County aforesaid. No Unit Owner, Mortgagee, lessee or contract purchaser shall, merely by virtue of its status as such, be deemed a Developer.

ARTICLE XXIII

Miscellaneous

A. All Owners are subject to that certain Access Easement Agreement ("Agreement") dated September 7, 2000 and recorded among the Land Records of Queen Anne's County in Liber 752, folio 733 et seq. Pursuant to Article II, Section 3 of the Agreement, all Owners are liable for and shall pay the full cost of any repairs to the area designated as the "Easement Area" in the Agreement caused by the Owner(s), its agents or contractors in connection with activities other than routine ingress and egress by passenger vehicles, including, but not limited, to damage caused by construction vehicles and equipment, moving vans, delivery vehicles or farming equipment. Further, the Condominium Land and Owners are subject to the applicable provisions of that certain Declaration of Covenants and Restrictions, Centreville Business Park, Section Two, recorded among the Land Records of Queen Anne's County in Liber S.M. 742, folio 209 et seq.

B. Parking lot lights shall remain in operation from dusk until dawn.

C. The Owners and Condominium Association are hereby notified that Section 11-131 of the Condominium Act, which pertains to warranties, does not apply to the Common Elements of the Condominium since Section 11-131 does not apply to a condominium that is occupied and used solely for nonresidential purposes. **BASED ON THE FOREGOING, CONDOMINIUM DEVELOPER MAKES NO REPRESENTATIONS NOR WARRANTIES TO ANY OWNER OR THE CONDOMINIUM ASSOCIATION FOR ANY COMMON ELEMENT, INCLUDING, WITHOUT LIMITATION, EXTERIOR WALLS (BRICK AND PRECAST), ROOF, EXTERIOR WINDOWS, MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS AND OTHER STRUCTURAL ELEMENTS.**


[SIGNATURES ON FOLLOWING PAGE]

WITNESS the hands and seal of Developer as the day and year first above written.

WITNESS:




CORSICA VII LLC

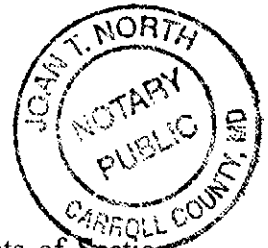
By:  (SEAL)
Managing Member

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that, on this 29th day of August, 2007, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Davis C. Emery, the Managing Member of CORSICA VII LLC, a Maryland limited liability company, personally known to me, who made oath that he/she is a general partner as aforesaid, and as such is authorized to make this acknowledgment, and he/she acknowledged that the foregoing Declaration is the act of the Declarant, and that said Declaration was executed and is to be recorded solely for the purpose of establishing a Condominium regime as therein provided.

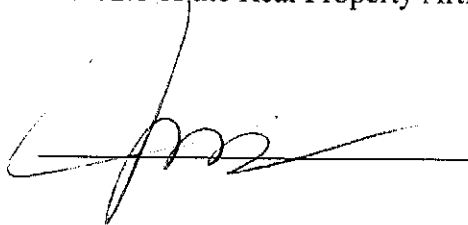
AS WITNESS my hand and Notarial Seal


Notary Public



My Commission Expires: 4/1/08

I HEREBY AFFIRM under penalty of perjury that the notice requirements of Section 11.102.1 of the Real Property Article, if applicable, have been fulfilled.

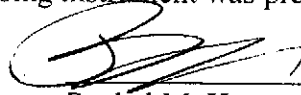


CORSICA VII LLC

By:  (SEAL)

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.

A handwritten signature in black ink, appearing to be 'R. Hess', written over a horizontal line.

Rachel M. Hess

CORSICA CENTER I CONDOMINIUM
CONDOMINIUM REGIME DECLARATION

Exhibit A

DESCRIPTION OF CONDOMINIUM

All that land shown on the Condominium Plats entitled, "CORSICA CENTER I
CONDOMINIUM" dated _____ and recorded among the Land Records of
Queen Anne's County, Maryland in Liber ____, folio _____



CORSICA CENTER I CONDOMINIUM
CONDOMINIUM REGIME DECLARATION

Exhibit B

UNDIVIDED PERCENTAGE INTEREST AND VOTES

<u>UNIT NUMBER</u>	<u>PERCENTAGE INTEREST</u>	<u>NUMBER OF VOTES</u>
101	8.59%	87
102	8.45%	84
103	8.45%	84
104	8.45%	84
105	8.45%	84
106	8.62%	87
107	8.62%	87
108	8.45%	84
109	8.45%	84
110	8.45%	84
111	8.45%	84
112	6.57%	67
TOTAL	100.0%	1,000

CORSICA CENTER I CONDOMINIUM
CONDOMINIUM REGIME DECLARATION

Exhibit C

CONDOMINIUM BY-LAWS