

**THE CREST OF WICKFORD
CONDOMINIUM**

DOCUMENTS

ARTICLES OF INCORPORATION

COUNCIL OF CO-OWNERS
OF
THE CREST OF WICKFORD CONDOMINIUM, INC.

THIS IS TO CERTIFY:

That I, FLOYD WILLIS III, whose post office address is 13113 Ridge Drive, Rockville, Maryland, 20850, being at least twenty-one (21) years of age, do hereby declare myself as incorporator with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland, and for such purposes do hereby make, execute and adopt the following Articles of Incorporation.

ARTICLE I. The name of the corporation shall be
COUNCIL OF CO-OWNERS OF THE CREST OF WICKFORD
CONDOMINIUM, INC. **I**

ARTICLE II. The period of existence and duration of the life of this Corporation shall be perpetual, subject to the right of the unit owners to terminate the condominium as provided in Section 11-121 of the Condominium Act.

ARTICLE III. The principal office for the transaction of business of this Corporation shall initially be located in the County of Montgomery, State of Maryland at:

P.O. BOX 34050,
West Bethesda, Maryland 20034

The following named person shall be designated as the statutory resident agent of this Corporation, and said resident agent is a citizen and actual resident of the State of Maryland:

CHARLES GRAFFIUS
Shannon & Luchs Co.,
11119 Rockville Pike
Rockville, Maryland 20852

ARTICLE IV. The general purposes for which this Corporation is formed, and business or object to be carried on and promoted by it, are as follows:

- (a) to organize and operate a corporation, no part

of the net earnings of which is to inure to the benefit of any member or other individual;

(b) pursuant to and in conformity with the requirements of Title 11, Real Property Article, Section 11-101, et seq., of the Annotated Code of Maryland (1975 Supp.), hereinelsewhere called the "Condominium Act", and in a manner consistent with a certain Declaration relating thereto and heretofore recorded among the Land Records of Montgomery County, Maryland, to provide for the maintenance, operation and management of a certain condominium project located in Montgomery County, Maryland, hereinelsewhere called "the condominium" and identified as follows:

"THE CREST OF WICKFORD CONDOMINIUM"

For the general purposes aforesaid, and limited to those purposes, this Corporation shall have the following powers:

- (a) to construct, improve and maintain, operate and to buy, own, sell, convey, assign, mortgage or lease any real estate and any personal property necessary or incident to the furtherance of the business of this Corporation; and
- (b) to borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, to secure the same by mortgage, deed of trust, pledge, or other lien; and
- (c) to enter into any kind of activity, and to perform and carry out contracts of any kind necessary to, or in conjunction with, or incidental to the accomplishment of the non-profit purposes of the Corporation; and
- (d) to make patronage refunds to members as determined by the Board of Directors in compliance with the By-laws of the Corporation.
- (e) to exercise and perform, without limitation, all of

the powers, functions and duties of the Council of Unit Owners of the condominium hereinabove referred to in a manner consistent with the provisions of the Condominium Act, the aforesaid Declaration and its Exhibits; and

(f) insofar as permitted by law, to do any other thing that, in the judgment of the Board of Directors, will promote the business of the Corporation or the common benefit of its members and, in general, to exercise the powers set out in the Condominium Act, the Declaration hereinabove referred to and the By-Laws of this Corporation and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Condominium Act, the Declaration and the By-Laws.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of this Corporation, and the enjoyment of the exercise thereof, as conferred by the Condominium Act and the General Laws of the State of Maryland.

ARTICLE V. This Corporation shall be without capital stock and will not be operated for profit. This corporation does not contemplate the distribution of gains, profits or dividends to any of its members. The members of this Corporation shall not be personally liable for the debts, liabilities, or obligations of this Corporation, except as provided in the Condominium Act.

ARTICLE VI. The authorized number of memberships of this Corporation is 67. Every person, group of persons, corporation, partnership, trust or other legal entity or any combination thereof, who is a record owner of a fee interest in any condominium unit in the condominium shall be a member of this corporation; provided, however, that any such persons, group of persons, corporation, partnership, 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 member by reason only of such interest.

The property, voting and other rights and privileges of membership, the liability of each member for assessments for common expenses, and the method of collection thereof, shall be as set forth in the Declaration relating to the condominium and the Exhibits thereto, and the By-laws of this Corporation.

ARTICLE VII. The Corporation shall have a lien on the outstanding memberships in order to secure payment of any sums which shall be due or become due from the holders thereof for any reason whatsoever.

ARTICLE VIII. In the event any member sells, assigns, or otherwise transfers of record the fee interest in any condominium unit in which he holds the interest required for membership, such member shall, at the same time, assign the membership in this Corporation appurtenant to such condominium unit to the transferee of the Condominium unit and deliver it to him for transfer on the books of the Corporation. The foregoing requirement shall not obtain in the event a condominium unit is transferred as aforesaid solely as security for the performance of an obligation. Except as provided in this Article, membership shall not be transferable.

ARTICLE IX. The number of Directors of this Corporation shall be an uneven number of not less than three (3) nor more than five (5), and the names and post office addresses of the Directors who shall act as such until the first annual meeting, or until such time as their successors are duly chosen and qualified are:

<u>NAME</u>	<u>ADDRESS</u>
Robert L. Baker	10910 Wickshire Way, Rockville, Md.
Mrs. Marion Dalrymple	10930 Wickshire Way, Rockville, Md.

<u>NAME</u>	<u>ADDRESS</u>
Mrs. Barbara Peacock	11022 Wickshire Way, Rockville, Maryland
Stephen J. Riordan, Jr.	10944 Wickshire Way, Rockville, Maryland
Larry J. Watters	11038 Wickshire Way, Rockville, Maryland

The qualifications, powers, duties and tenure of the office of Director and the manner by which Directors are to be chosen shall be as prescribed and set forth in the By-Laws of the Corporation. Officers of this Corporation shall be elected and shall serve as provided for in said By-Laws.

ARTICLE X. The Corporation shall indemnify every officer and Director of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding (including settlement of any such suit or proceeding, if approved by the then Board of Directors of the Corporation) to which he may be made a party by reason of being or having been an officer or Director of the Corporation whether or not such person is an officer or Director at the time such expenses are incurred. The officers of the Corporation shall not be liable to the members of the Corporation for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Corporation and the Corporation shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director or the Corporation, or former officer or Director of the Corporation may be entitled.

The Directors shall exercise their powers and duties in good faith and with a view to the interests of the

Corporation and the condominium. No contract or other transaction between the Corporation and one or more of its Directors or between the Corporation and any corporation, firm or association in which one or more of the Directors of this Corporation are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraphs exists:

(a) the fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) the fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) the contract or transaction is commercially reasonable to the Corporation at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or any committee thereof which authorizes, approves, or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such Director or officer of such other corporation or not so interested.

ARTICLE XI. This Corporation reserves the right to

amend, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by statute for the amendment of Articles of Incorporation.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation on the 28th day of July, 1978.

Maureen Saffer
Witness

FLOYD WILLIS III

STATE OF MARYLAND

COUNTY OF MONTGOMERY to wit:

I HEREBY CERTIFY that on this 28th day of July, 1978, before me, a Notary Public in and for the State and County Aforesaid, personally appeared FLOYD WILLIS III, known personally to me, who after having been first duly sworn did acknowledge the foregoing Articles of Incorporation to be his act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first written.

Maureen Saffer
Notary
My commission expires: _____



MD032-176184

ARTICLES OF INCORPORATION

OF

COUNCIL OF CO-OWNERS OF THE CREST OF WICKFORD
CONDOMINIUM, INC.

122nd

approved and received for record by the State Department of Assessments and Taxation
of Maryland July 31, 1978 at 8:30 o'clock A.M. as in conformity
with law and ordered recorded.

Recorded in Lib. 2422, folio 02282, one of the Charter Records of the State
Department of Assessments and Taxation of Maryland.

Bonus tax paid \$ 20.00 Recording fee paid \$ 24.00 Special Fee paid \$ _____

To the clerk of the Circuit Court of Montgomery County

IT IS HEREBY CERTIFIED, that the within instrument, together with all indorsements thereon, has
been received, approved and recorded by the State Department of Assessments and Taxation of Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.

William J. Semmes



A. 75425

THE
CREST OF WICKFORD
CONDOMINIUM
GOVERNING
DOCUMENTS

This booklet belongs with the unit and should be transmitted to the new owner when the unit is sold.

July 1978

BYLAWS OF THE CREST OF WICKFORD CONDOMINIUM

This compendium is a recodification of the original bylaws together with changes 1 and 2 recorded with the County Clerk, Montgomery County, Maryland as follows:

<u>Change No.</u>	<u>Date Recorded</u>	<u>Liber/Folio</u>
Original	6/14/73	4390/451
1	11/8/76	4867/556
2	4/27/78	5123/605
Recodification	7/17/78	5171/203

FUTURE CHANGES

After making future changes (Amendments) record above and file change notice behind this flysheet.

JUL-17-78 PAID 550 CLK.CT.M.C. NSC — DCS

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CLERK'S OFFICE
MONTG. CO., MD.

1978 JUL 17 AM 11:42

BYLAWS OF THE CREST OF WICKFORD CONDOMINIUM

Foreword

These Bylaws are established pursuant to the Horizontal Property Act of the State of Maryland, being Title 11 of the Real Property Article of the Annotated Code of Maryland, and the Master Deed filed among the Land Records for Montgomery County, Maryland; establishing the following described property as a horizontal property regime known as The Crest of Wickford Condominium:

Parcels "A" and "B", Crest of Wickford, as shown on a plat of subdivision recorded among the Land Records of Montgomery County, Maryland in Plat Book 92 at Plat No. 10075, and Parcel "C", Crest of Wickford, as shown on a plat of subdivision recorded among said Land Records in Plat Book 94 at Plat 10298.

The Bylaws are applicable to the property and all improvements thereon and the use, occupancy, sale, lease or other transfer thereof. All owners, lessees, mortgagees, occupants, employees and others who may use the facilities in any manner or occupy any portion of the property shall be subject to these Bylaws.

The acceptance of a deed to a Crest of Wickford Condominium Unit, or the execution of a lease as lessee for such a unit, or the act of occupying any such unit, shall constitute an acknowledgment by the grantee, lessee, or occupant that the provisions of the Master Deed, the Bylaws, and the rules and regulations for The Crest of Wickford Condominium have been read and understood, or accepted and ratified, and will be complied with at all times.

Every deed to or lease of a Crest of Wickford Condominium Unit shall contain the following covenant:

"By accepting this deed, (lease), the grantee (lessee) covenants that he has read, understood and approves the Master Deed for The Crest of Wickford Condominium, its Bylaws, and its rules and regulations and that he will faithfully comply with and abide by the provisions of said Master Deed, Bylaws, and rules and regulations as presently constituted and as the same may be lawfully amended from time to time."

BYLAWS

ARTICLE I

ADDRESS

Section 1.

The mailing address of The Crest of Wickford Condominium shall be Post Office Box No. 34050, West Bethesda, Maryland 20034.

ARTICLE II

COUNCIL OF CO-OWNERS

Section 1. Definitions.

a. "Co-owner" as used in these Bylaws, means any person, corporation, trust or other legal entity, or any combination thereof which owns a unit within The Crest of Wickford Condominium.

b. "Council of Co-owners", as used in these Bylaws, means all of the co-owners. The Council of Co-owners is incorporated under Maryland law as The Crest of Wickford Condominium.

Section 2. Responsibility.

The Council of Co-owners shall be responsible for over-all policy and administration of the Condominium, but, except as otherwise provided in these Bylaws or by statute, shall act by and through its elected Board of Directors.

Section 3. Meeting Place.

Every meeting of the Council of Co-owners shall be held at the principal office, or at such other place as shall be selected by the Board of Directors and stated in the notice of the meeting.

Section 4. Annual Meeting.

The Annual Meeting commencing November 1976 shall be at 8:00 p.m. on the second Monday of November of each year, if not a legal holiday, and if a legal holiday, then the next secular day following. At such annual meeting the election of a Board of Directors for the ensuing year commencing January first of each year, budget approval, and such other matters necessary will be the order of business.

Section 5. Notice of Annual Meeting.

Written notice of the annual meeting shall be served upon or mailed to each co-owner entitled to vote thereat at least fifteen (15) days prior to the meeting, by the Secretary or such other person as shall be designated by the Board of Directors.

Section 6. Call for Special Meetings.

Special meetings of the Council of Co-owners, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, and shall be called by the president or secretary at the request in writing of thirty per centum of the co-owners. Such request shall state the purpose or purposes of the proposed meeting.

Section 7. Notice of Special Meeting.

Written notice of such a special meeting, stating the time, place and object of such meeting and the specific action to be taken thereat, shall be served upon or mailed to each co-owner entitled to vote thereat at least fifteen (15) days before such meeting.

Section 8. Limit on Special Meeting.

Business transacted at all special meetings shall be confined to the object and actions to be taken as stated in the notice.

Section 9. Quorum.

Except as may otherwise be provided herein or by statute, the presence in person or by proxy of co-owners entitled to cast a majority of all votes entitled to be cast at the meeting constitutes a quorum. If, however, such quorum shall not be present or represented at any meeting, the co-owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 10. Majority of Quorum Decides.

When a Quorum is present at any meeting, the vote of a majority of the co-owners present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes, or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 11. Proxy.

At all meetings of the Council of Co-owners, each co-owner having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such co-owner for such meeting. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 12. Meeting/Vote Dispensed with if All Co-owners Consent in Writing.

Whenever the vote of co-owners at a meeting is required or permitted by any provisions of the statutes or of these Bylaws to be taken, the meeting and vote of co-owners may be dispensed with, if all the co-owners who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such action being taken.

Section 13. Vote on Percentage Interest Basis.

Voting at all meetings of the Council of Co-owners shall be on a percentage basis, with each co-owner entitled to vote the individual Percentage Interest allocated to his condominium unit in the Master Deed.

Section 14. Multiple Owners of a Unit.

Where the ownership of a condominium unit is in more than one person, such multiple owners shall be entitled collectively to cast only the Percentage Interest vote attributable to their ownership. If such multiple owners shall be unable to agree upon their vote upon any subject at any meeting, they shall lose their right to vote on such subject, but if all of them shall not be present at a meeting, either in person or by proxy, the collective vote of the one or more present shall be the vote of all of the owners.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Powers, Authority and Election.

The affairs and business of The Crest of Wickford Condominium shall be managed by its Board of Directors, which may exercise such powers and perform such duties and lawful acts as are not required by statute or these Bylaws to be performed by the Council of Co-owners,

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or others. The members of the Board of Directors shall be elected at the annual meeting of the Council of Co-owners by the affirmative votes of a majority of the co-owners present and voting in person or by proxy. The Board of Directors shall have the power and authority to adopt rules and regulations from time to time for the conduct of the condominium and the enjoyment of its owners, provided that no rule or regulation shall be in conflict with the statutes or these Bylaws, and provided further that no rule or regulation shall be so construed as to impair in any manner the lien of any mortgagee or holder of a note secured by a deed of trust if said rule or regulation is enacted after the execution of said mortgage or deed of trust.

Section 2. Responsibilities.

It shall be the responsibility of the Board of Directors:

- a. To provide for the care, upkeep, protection and maintenance of the Common Elements of the condominium and the exterior surfaces of the Condominium Units as hereinafter provided, and in connection therewith, to enter into service, employment, and other contracts incident thereto, and to employ, supervise and dismiss employees, agents and attorneys required therefor.
- b. To prepare for submission to the annual meeting of the Council of Co-owners a budget to facilitate the establishment of the amount to be assessed against the co-owners for Common Expenses.
- c. To collect such assessments, deposit them in a bank, and utilize the same for administration of the project.
- d. To obtain insurance as provided hereinafter.
- e. To establish reasonable reserve funds for emergencies and unforeseen contingencies and the repair and replacement of Common Elements and the exterior surfaces of the condominium units.
- f. To enforce the provisions of the Master Deed, these Bylaws and any amendments thereto, and such rules and regulations as the board may adopt from time to time, including the right to sue on behalf of the Council of Co-owners and The Crest of Wickford Condominium.
- g. To establish and approve the form of all proxies and, as advisable, direct the manner in which the vote shall be cast.

Section 3. Number and Term.

The number of directors which shall constitute the whole Board shall be not less than three nor more than five. The initial Board of Directors shall consist of Gerard M. LaVay, Joe M. Kyle, and Douglas LaVay, each of whom shall serve until the first annual meeting of the Council of Co-owners. At such first annual meeting, and at all subsequent annual meetings, directors shall be elected to serve for the ensuing year or until removed pursuant to Section 7 hereof, or their successor shall be elected and shall qualify.

Section 4. Meetings.

a. Each newly elected Board of Directors shall hold an organizational meeting after adjournment of the annual meeting of the Council of Co-owners, at which the Board was elected, and prior to assuming direction of the affairs of the condominium on the first day of the following January. This meeting shall be for the sole purpose of the election of officers and consideration of other matters necessary to effect a viable assumption of Board of Directors' duties on January first. The results of this meeting will be entered in the minutes of the first business meeting of the new Board of Directors which shall be held as soon as practicable in January.

b. Regular meetings of the Board may be held without notice, at such time and place as shall be determined from time to time by the Board.

c. Special meetings of the Board may be called by the president on at least three days notice to each director, either personally or by mail or by telegram. Special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 5. Quorum.

At all meetings of the Board, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise provided by statute or these Bylaws.

Section 6. Replacement.

If the office of one or more directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 7. Removal.

A director may be removed, and his successor elected, at any duly called meeting of the Council of Co-owners at which a quorum is present, by an affirmative vote of a majority of the co-owners present and voting.

Section 8. Compensation.

Directors, as such, shall receive for their services such compensation as shall be determined by the Board from time to time; nothing herein contained shall be construed to preclude any director from serving the Council of Co-owners in any other capacity and receiving additional compensation therefor.

Section 9. Report on Condominium Condition.

The Board of Directors shall present at each annual meeting, and, when called for by vote of the Council of Co-owners, a full and clear statement of the business and condition of the Condominium.

ARTICLE IV

OFFICERS

Section 1. Election by Board.

The Board of Directors annually, at its first meeting following the annual meeting of the Council of Co-owners, shall elect a president, a vice-president, a secretary and a treasurer of the Condominium. In its judgment and discretion, the Board may choose additional officers.

Section 2. President only Must be Board Member.

No officer other than the president need be a member of the Board. Two or more offices may be held by the same person, except that the president shall not hold any other office.

Section 3. Tenure and Removal.

The officers shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any officers becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 4. The President.

The president shall be the chief executive officer; he shall preside at meetings of the Council of Co-owners and the Board of Directors and shall be an ex-officio member of all committees; he shall have general

and active management of the business of the Condominium and shall see that all orders and resolutions of the Board are carried into effect.

Section 5. The Vice-President.

The vice-president shall, in the absence or disability of the president, perform the duties and exercise the powers of the president, and shall perform such other duties as the Board of Directors shall prescribe.

Section 6. The Secretary.

The secretary shall attend all sessions of the Board of Directors and all meetings of the Council of Co-owners and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He shall give, or cause to be given, notice of all meetings of the Council of Co-owners and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president.

Section 7. The Treasurer.

a. The treasurer shall have the custody of all funds and securities and shall keep full and accurate accounts of receipts and disbursements and shall deposit all moneys and other valuable effects in such depositories as may be designated by the Board of Directors.

b. He shall disburse funds as ordered by the Board of Directors taking proper vouchers for such disbursements, and shall render to the president and directors, at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as treasurer and of the financial condition of the Condominium.

c. If required by the Board of Directors, he shall give a bond, the premium therefor to be considered a Common Expense, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control.

ARTICLE V

ANNUAL AUDIT

Section 1.

All books and records shall be kept in accordance with good accounting practices on a calendar year basis and the same shall be audited annually by a person or persons to be selected by the Board of Directors. The report of such audit shall be made available to the Council of Co-owners as soon as possible.

ARTICLE VI

COMMON EXPENSES

Section 1. General.

Common Expenses, in general, shall include expenses of administration and management and expenses for the maintenance, repair or replacement of the Common Elements. They include, but are not limited to:

- a. Management fees.
- b. Casualty and liability insurance premiums.
- c. Charges for landscaping, snow removal, and maintenance of the walks, driveways, parking areas, retaining walls, and sewer and water use charges imposed by the Washington Suburban Sanitary Commission.
- d. Audit and other administration costs.
- e. Service contracts and employee salaries.
- f. Such other expenses as shall be necessary for the administration and operation of the Condominium, or which may be declared to be Common Expenses by the Horizontal Property Act, the Master Deed, these Bylaws, or by resolution of the Council of Co-owners.

Section 2. Exterior Surfaces.

Common expenses shall also include the cost of maintenance, painting and repair of all of the exterior surfaces of the condominium units, including walls, roofs, windows, doors and chimneys.

* Section 3. Interiors.

Nothing contained herein shall require the Council of Co-owners or Board of Directors to paint, repair or otherwise maintain the interior of any condominium unit or any fixtures or equipment located therein.

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Section 4. Annual Assessment.

At each annual meeting, the Council of Co-owners shall fix and determine the amount deemed necessary to provide for the costs of administration and Common Expenses in the then current year, and shall assess said amount against all condominium units in the project in accordance with their Percentage Interest as set forth in the Master Deed. To assist the Council of Co-owners in determining such amount, the notice of the annual meeting mailed to Co-owners shall be accompanied by the estimated budget prepared by the Board of Directors and, as well, a recommendation by the Board as to an appropriate figure to cover the same.

Section 5. Special Assessments.

In addition to the annual assessment authorized above, and absent a special contingency reserve whose funds are specifically identified for particular maintenance, repairs or improvements, the Board of Directors may levy in any assessment year, special assessments for the purpose of defraying expenses for common purposes, in whole or in part,

a. The cost of any construction, reconstruction, repair or replacement of a capital improvement including fixtures and personal property related thereto, or

b. The expense of any other contingencies not specifically provided for; provided, however, that any such special assessments shall be subject to the following limitations:

(1) an assessment up to and including one-twelfth (1/12th) of the annual assessment without specific approval of the membership;

(2) beyond one-twelfth (1/12th) of the annual assessment, the Board of Directors shall specify the details of the emergency giving rise to such proposed special assessment and each Co-owner shall be notified in writing of same.

Unless there is a written indication of disapproval by thirty-four (34) authorized votes of the membership filed with the Board of Directors within fourteen (14) calendar days of receipt of the proposal, then, in such event, the special assessment shall stand approved. Special assessments so levied and assessed shall constitute a lien as hereinafter provided.

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ARTICLE VII

LIEN FOR COMMON EXPENSES

Section 1. Assessment Constitutes Lien.

The amount levied and assessed against each condominium unit shall constitute a lien against said unit from the date of assessment until the date of full payment. At the option of the Board of Directors, said amount may be made payable in monthly or other convenient installments.

Section 2. Precedence of Lien.

The lien hereinabove set forth shall be inferior only to general and special assessments for real estate taxes and deeds of trust, mortgages, or other encumbrances recorded prior to the date of assessment of said lien, or recorded after receipt of a written statement from the Board of Directors that the payments on said lien were current as of the recordation date of such deed of trust, mortgage instrument or other encumbrance.

Section 3. Payment on Transfer of Property.

Upon the voluntary sale or conveyance of a condominium unit, as hereinafter provided, there shall be paid or provided from the sale proceeds, or by the grantee, an amount sufficient to satisfy any unpaid portion of assessments due and payable as of the date of conveyance. Any purchaser, or lender in connection with any such sale or conveyance shall be entitled to a statement furnished by the Board of Directors, setting forth in detail the amount of any unpaid assessment owed by the seller, or borrower, and such purchaser or lender shall be entitled to rely on such statement and shall have no liability for, nor shall the unit be encumbered with, an amount of unpaid assessments greater than that shown in said statement. Upon an involuntary sale through foreclosure of a deed of trust, mortgage or encumbrance having a preference as set forth in the preceding paragraph, a purchaser thereunder shall not be liable for any installments of such lien as become due subsequent to the recording of such deed of trust, mortgage or encumbrance, and prior to the date of his purchase.

ARTICLE VIII

DEFAULT IN PAYMENT

Section 1. Board to Declare Remaining Balance Due and Payable.

In the event of default in the payment of any one or more installments of the assessments established for the payment of Common Expenses, the Board

of Directors may declare any remaining balance of said lien at once due and payable.

Section 2. Board Duty and Right to Collect.

The Board of Directors shall have the right and duty to take all appropriate actions and steps to collect any assessments which shall remain unpaid for a period of more than thirty (30) days from the due date thereof.

Section 3. Board May Institute Suit.

The Board of Directors may institute a suit to recover a money judgment for the same, together with interest thereon and reasonable expenses of collection, including attorneys' fees, without foreclosing or waiving the lien hereinbefore provided.

Section 4. Late Charges and Interest.

Any assessment, or installment thereof, not paid when due shall bear interest from the date when due until paid at the rate of eight (8) percent per annum. In addition, there is hereby imposed a late charge of one twentieth (1/20th) of the total amount of any delinquent assessment or installment; provided however, the late charge is not to 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) calendar days.

ARTICLE IX

LIEN ENFORCEMENT

Section 1. In Accord with Laws of State Maryland.

The lien for unpaid assessments may be enforced and foreclosed in such manner as may from time to time be provided by the laws of the State of Maryland.

Section 2. Agreement of Co-owner by Act of Acquisition.

Additionally, each co-owner, by the act of acquisition of a condominium unit in The Crest of Wickford Condominium, irrevocably agrees as follows: that the acquired unit is impressed, not only with the aforesaid lien, but, as well, with a continuing trust for the purpose of enforcing and foreclosing the same; that the persons who shall be serving from time to time as president and vice-president of The Crest of Wickford Condominium

shall likewise during their terms of office constitute the acting and qualified trustees of said trust; that, in the event of a default in the payment of any such unpaid assessments, and the continuation of such default for a period of thirty (30) days, the trustees shall have the right and power to enforce the lien therefor by selling the unit at public auction for such price and upon such terms as the trustees shall deem advantageous and proper, provided that public advertisement of such sale, setting forth the terms thereof, shall first be inserted in a newspaper of general circulation in Montgomery County, Maryland, not less than fifteen (15) days preceding the sale; that the trustees shall have the right and power at such sale to convey the said unit in fee simple to a purchaser or purchasers thereof free and clear of any lien for unpaid assessments, and to apply the proceeds in payment of (a) all proper costs, charges and expenses of said proceedings, (b) in discharge of any then unpaid and due and payable general or special assessments for real estate taxes, (c) in payment of any then due and payable deeds of trust, mortgages, or other encumbrances, (d) in payment of the lien for unpaid assessments plus interest, and (e) to remit to the former owner of such unit any remaining balance; that the Board of Directors may purchase such unit at the public auction for the benefit and interest of the Council of Co-owners; that the defaulting co-owner waives any notice to quit that may be required by the laws of the State of Maryland, and shall quit and surrender said premises not later than the day set for the sale.

ARTICLE X

USE

Section 1. Board of Directors Exercises Control.

While the primary object of The Crest of Wickford Condominium is to assure a high degree of individual home ownership, the mutuality of interests and concern in such an enterprise requires that the Board of Directors have the right and authority to exercise reasonable controls over the use of condominium units.

Section 2. Solely for Single-family Residence.

Units and common elements may not be used for any unlawful, immoral or improper purpose, but shall be used solely as single-family residences.

Section 3. Co-owner to Obey Law and Regulation.

In the use of their units and the common elements, co-owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable rules and regulations adopted by the Board of Directors.

ARTICLE XI

RESIDENT AGENT

Section 1.

Shannon and Luchs, 11119 Rockville Pike, Rockville, Maryland is Resident Agent of the condominium pursuant to and for the purposes of Section 11-116 of the Maryland Horizontal Property Act. Future changes of resident agent will be accomplished by filing for record with the Department of Assessments and Taxation a certified copy of a resolution of the Board of Directors which authorizes the change.

ARTICLE XII

INSURANCE

Section 1. Board Shall Obtain Casualty and Liability.

The Board of Directors shall obtain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board of Directors or requested from time to time by a majority of the co-owners, or by any mortgagee of a Condominium Unit, but not less than required by section 3. Such insurance coverage shall provide for the issuance of certificates of insurance and mortgage endorsements to all mortgagees of the Condominium Units and, if the insurance companies will agree, shall provide that the insurer waives its right of subrogation as to any claims against the co-owners, the Council of Co-owners and the Board of Directors. Such insurance coverage shall be written on The Crest of Wickford Condominium and on the respective Condominium Units and shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided or to its successor, for the benefit of each co-owner, and of his mortgagee for his respective Condominium Unit and for his Individual Percentage Interest in the Common Elements. Provisions for such insurance shall be without prejudice to the right of each co-owner to insure his own Condominium Unit for his benefit, but such insurance shall not diminish the liability of the insurance carrier with whom contracts of insurance have been made by the Board of Directors on behalf of all co-owners. The Insurance Trustee at the time of the deposit of such policies and endorsements shall first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of the Master Deed and these Bylaws. All insurance policies shall require written notice of cancellation to the Board of Directors and, where the same is appropriate, to any mortgagee of any Condominium Unit. As used in this paragraph and in the following paragraphs relating to insurance, "mortgagee" includes the holder of a note secured by a deed of trust to a condominium unit.

Section 2. Co-owner Obtained Additional Coverage.

Each Condominium Unit Owner may obtain insurance at his own expense affording coverage upon his Condominium Unit and upon personal property and for his personal liability, but all such insurance shall contain the same waiver of subrogation as that set forth in the preceding paragraph, if the same is available, and must be obtained from an insurance company from which the Council of Co-owners obtains coverage against the same risk if the Council of Co-owners has such coverage.

Section 3. Extent of Coverage.

The Crest of Wickford Condominium shall be insured against casualty in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against loss of damage by fire, vandalism, malicious mischief, windstorm, water damage and other hazards covered by the standard extended coverage endorsement. It shall be insured against liability for personal injury and property damage in such amounts and in such forms as shall be required by the Board of Directors which, however, in no event shall be less than \$100,000 with respect to any individual and \$300,000 with respect to any one accident or occurrence and \$50,000 with respect to any claim for property damage. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Council of Co-owners as a group, the Board of Directors and each individual Condominium Unit Co-owner. Workmen's Compensation insurance shall be obtained where necessary to meet the requirements of law.

Section 4. Premiums a Common Expense.

Premiums upon insurance policies purchased by the Council of Co-owners shall be paid by the Council of Co-owners and charged as a Common Expense.

Section 5. Designation of Insurance Trustee.

So long as the Citizens Savings and Loan Association, Inc. of Silver Spring, Maryland, is the holder of any mortgage or deed of trust encumbering any Condominium Unit, said Citizens Savings and Loan Association, Inc. shall have the right to select the Insurance Trustee. At such time as Citizens Savings and Loan Association, Inc. shall no longer hold any such mortgage or deed of trust, then the Board of Directors shall have the right to designate the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby.

Section 6. Proceeds Payable to Insurance Trustee.

All insurance policies purchased by the Council of Co-owners shall be for the benefit of the Council of Co-owners, each co-owner and his mortgagee as their respective interest may appear, and shall provide that all proceeds payable as result of casualty.

losses shall be paid to the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Council of Co-owners, the co-owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

a. Insurance proceeds payable on account of damage to Common Elements shall be applied by the Insurance Trustee to benefit each co-owner and his mortgagee, if any, in proportion to the Individual Percentage Interest of such co-owner.

b. Insurance proceeds on account of damage to Condominium Units shall be held in the following undivided shares:

(1) Where two-thirds or less of the Condominium Units are damaged or destroyed there shall be compulsory restoration and repair and the insurance proceeds shall be applied for the benefit of the co-owners of the affected Condominium Units in proportion to the cost of repairing the damage suffered by each damaged Condominium Unit. Upon the request of the Insurance Trustee, the Council of Co-owners or the Board of Directors shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Owner shall be bound by such certificate.

(2) Where more than two-thirds of the Condominium Units are damaged or destroyed or where there is total destruction of all the Condominium Units and where the same are not to be restored, the insurance proceeds shall be payable to all of the Condominium Unit Co-owners in proportion to their respective Individual Percentage Interests.

c. In the event there is a recorded mortgage on a Condominium Unit, the share of the co-owner shall be held in trust for the Mortgagee thereof and the co-owner as their interests may appear.

Section 7. Insurance Trustee Payment to Co-owner.

Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the co-owner entitled thereto after first paying or making provision for the payment of the expense of the Insurance Trustee in the following manner:

a. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the co-owner and the mortgagee, if any, entitled thereto;

all remittances to co-owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Condominium Unit and may be enforced by him.

b. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed pro rata to the co-owner entitled thereto, after first paying off, out of the respective share of each co-owner, to the extent sufficient for that purpose, all liens, including mortgage liens, on the Unit of each co-owner. Remittance to a co-owner and his mortgagee shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Condominium Unit and may be enforced by him.

c. In making distribution to co-owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Council of Co-owners or Board of Directors as to the names of the co-owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Council of Co-owners or Board of Directors forthwith shall deliver such certificate.

Section 8. Determination Whether or Not to Reconstruct or Repair.

If any part of the Common Elements or the Condominium Units shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

a. Where there is partial destruction, which shall be deemed to mean destruction which does not render two-thirds or more of the Condominium Units untenable, there shall be compulsory reconstruction or repair.

b. Where there is total destruction, which shall be deemed to mean destruction which does render more than two-thirds of the Condominium Units untenable, reconstruction or repair shall not be compulsory unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, all of the co-owners unanimously vote in favor of such reconstruction or repair.

c. Any such reconstruction or repair shall be substantially in accordance with the original Plans and Specifications under which the Crest of Wickford Condominium was originally constructed.

d. Encroachments upon Condominium Units or Common Elements which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for action by the co-owner upon whose property

such encroachment exists, or by the Council of Co-owners, provided that such encroachment was substantially in accordance with the Plans and Specifications under which the Crest of Wickford Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the buildings stand.

e. Certificate: The Insurance Trustee may rely upon a certificate of the Council of Co-owners or the Board of Directors certifying as to whether or not the damaged property is to be reconstructed or repaired. The Council of Co-owners or the Board of Directors, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

Section 9. Responsibility for Reconstruction and Repair.

If the damage is only to those parts of one Condominium Unit for which the responsibility of maintenance and repair is that of the co-owner, then the co-owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Council of Co-owners.

Section 10. Board of Directors to Obtain Estimates and Levy Assessments.

Promptly after a casualty causing damage to property for which the Council of Co-owners has the responsibility of maintenance and repair, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires. If the proceeds of insurance are not sufficient to defray such estimated costs, assessments shall be made against all the co-owners in proportion to their Individual Percentage Interests in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all the co-owners in proportion to their Individual Percentage Interests in sufficient amounts to provide funds for the payment of such costs.

Section 11. Dispersal of Funds for Payment for Reconstruction and Repair.

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Council of Co-owners from assessments against co-owners, shall be disbursed in payment of such costs in the following manner.

a. If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for Common Expense made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Council of Co-owners with the Insurance Trustee. In all other cases, the Council of Co-owners shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

b. The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Council of Co-owners from collections of assessments against co-owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs or reconstruction and repair in the following manner:

(1) The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the co-owner shall be paid to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the co-owner may direct, or if there is a mortgagee endorsement, then to such payees as the co-owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the co-owner to make such reconstruction or repair.

(2) If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Council of Co-owners; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) If the amount of the estimated costs of reconstruction and repair of the Condominium Unit or other improvement is more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Council of Co-owners and upon approval of an architect qualified to practice in Maryland and employed by the Council of Co-owners acting through their Board of Directors to supervise the work.

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(4) It shall be presumed that the first moneys disbursed in payment of said costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the co-owners and their mortgagees who are the beneficial owners of the fund.

(5) When the damage is to both Common Elements and Condominium Units, the insurance proceeds shall be applied first to the costs of repairing the Common Elements and the balance to the Condominium Units in the shares above stated.

(6) Each co-owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Council of Co-owners except in any case where the damage is restricted to one Condominium Unit, subject to the rights of mortgagees of such co-owners.

ARTICLE XIII

NOTICES

Section 1. Constitution.

Whenever any notice is required to be given under the provisions of the statutes or of these Bylaws, to any director or co-owner, it shall not be construed to require personal notice, but such notice may be given in writing, by mail, by depositing the same in the post office or letter box, in a post-paid sealed wrapper, addressed to such director or co-owner at such address as appears on the books of the condominium, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

Section 2. Waiver.

Whenever any notice is required to be given under the provisions of the statutes or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

Section 3. Required Response to Mortgagee or Holder of Deed of Trust.

Whenever the Council of Co-owners, or the Board of Directors, or anyone else authorized to act on behalf of the Condominium, shall receive notice in writing from any mortgagee of a Condominium Unit, or person secured by a deed of trust of a Condominium Unit, the Board of Directors shall thereafter notify such mortgagee or party secured of any default by the owner of such unit.

ARTICLE XIV

CARE AND MAINTENANCE

Section 1. Responsibility of Co-owner.

Each co-owner shall be responsible for the care, upkeep, protection and maintenance of his Condominium Unit, except to the extent that the obligation therefor is imposed on the Board of Directors by Article III, Section 2a. His responsibility shall include but shall not be limited to, the following: the interior surfaces of the walls, floors and ceilings, kitchen and bathroom fixtures, appliances and equipment; refrigerator, range and air conditioning unit, and those parts of the plumbing, lighting, heating and air conditioning systems which are wholly contained within his Condominium Unit and which serve only his Condominium Unit and no other. Each co-owner shall also, at his own expense, maintain any common elements which may be appurtenant to his condominium unit in a clean, orderly and sanitary condition. Each co-owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other co-owners. Each co-owner shall promptly report to the Council of Co-owners or its Agent any defect or need for repairs, the responsibility for the remedying of which is with the Council of Co-owners.

Section 2. Maintenance of Original Configuration.

All repairs or replacements shall be substantially similar to the original construction and installation.

Section 3. No alterations on/to Common Elements by Co-owner.

No co-owners shall make any alterations to any portion of the Horizontal Property Regime which are to be maintained by the Council of Co-owners or the Board of Directors or remove any part or portion thereof; nor shall any Co-owner make any additions thereto or do anything which would or might jeopardize the safety or soundness of the structure; nor shall any Co-owner impair any easement without first obtaining the written consent of the Board of Directors.

Section 4. No Changes in Design, Appearance, Color or Fencing by Co-owner.

In order to preserve the architectural appearance of the Horizontal Property Regime as the same was originally designed and constructed, no Co-owner shall change, modify, or alter in any way or manner whatsoever the design and appearance of any of the exterior surfaces, facades, and elevations from that of its original construction and design, nor shall

any Co-owner paint or decorate the surface of any exterior masonry or brick structure or member; nor change the color of any exterior surface of any exterior door, gate or fence, nor shall any Co-owner install, erect or attach to any part of the exterior of his Condominium Unit any sign of any kind whatsoever; nor shall any Co-owner erect or construct any fence or exterior wall other than those constructed with the original Plans and Specifications without first obtaining the written consent of the Board of Directors.

ARTICLE XV

LIMITATION OF LIABILITY

Section 1.

The Council of Co-owners shall not be liable for any failure of water supply or other services to be obtained by the Council of Co-owners or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or by a co-owner, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance or equipment. The Council of Co-owners shall not be liable to any co-owner 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 hereinelsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or from any action taken by the Council of Co-owners to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE XVI

PARKING SPACES

Section 1.

The Board of Directors shall have the exclusive authority to allocate parking spaces as provided in the Master Deed establishing The Crest of Wickford Condominium. The location of the space or spaces allocated to any Condominium Unit may be changed by the Board from time to time, upon reasonable notice in writing to the co-owners involved. The Board may provide for the marking of said spaces and may adopt regulations for the purpose of enforcing the right to exclusive use.

ARTICLE XVII

JOINT OWNERSHIP

Section 1.

A Condominium Unit may be held and owned by more than one person as joint tenants, as tenants in common, as tenants by the entirety, or in any other real property tenancy relationship recognized under the laws of the State of Maryland, but in such event, all of the owners of such Condominium Unit shall be entitled collectively only to the percentage vote established for such units. If all of such co-owners present at any meeting shall be unable to agree upon their vote, then and in such event, they shall lose their right to vote upon the same, but if all the co-owners shall not be present at the meeting, whether in person or by proxy, the vote of the one or ones so present shall constitute the vote of all such co-owners.

ARTICLE XVIII

WASHINGTON SUBURBAN SANITARY COMMISSION

Section 1.

Each co-owner is hereby notified, and by the acceptance of a deed to a condominium unit is hereby deemed to take title subject to, the following rights of the Washington Suburban Sanitary Commission: In the event that any sewer or water use charge, or front foot benefit charge, or sewer charge, or ad valorem tax, imposed pursuant to the Washington Suburban Sanitary District Act is not paid by any one or more co-owners or the Council of Co-owners as a whole, the Washington Suburban Sanitary Commission shall have the right within the time provided in that act, or within the Commission's regulations, to terminate sewer and water service to all of the condominium.

ARTICLE XIX

CONSTRUCTION

Section 1.

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean masculine or feminine, singular or plural, wherever the context so requires.

ARTICLE XX

BYLAW AMENDMENTS

Section 1. Requirements.

These Bylaws may be amended by the affirmative vote of co-owners having seventy-five (75) percent or more of the votes of all of the co-owners, provided that the notice of meeting shall contain a full statement of the proposed amendment; provided further that no amendment, alteration or addition shall be valid which shall be inconsistent with the provisions of the Horizontal Property Act of the State of Maryland; and provided further, that no such amendment, alteration or addition will be effective until the same is recorded in the Land Records of Montgomery County, Maryland.

Section 2. Limitations.

These Bylaws contain provisions concerning various rights, priorities, remedies and interests of mortgagees and holders of notes secured by deeds of trust. Such provisions in the Bylaws are to be construed as covenants for the protection of such mortgagees or note holders, on which they may rely in making loans secured by mortgages or deeds of trust on the individual Condominium Units. Accordingly, no amendment or modification of the Bylaws impairing or affecting such rights, priorities, remedies or interests of a mortgagee or noteholder shall be adopted without the prior written consent of such mortgagee or noteholder.

ARTICLE XXI

RECODIFICATION

Section 1.

At intervals within its discretion the Board of Directors shall compile, codify and suitable arrange in one document all bylaws and provisions of the Master Deed in effect at such times. Compilation may include updating of references as occurring, changes in titling and paragraphing, changes in names or designation -- in general, changes of form but not of substance. The compilation shall be published with an index and such appropriate notes, citations and appendices as the Board may determine. Copies of such compilation shall be furnished to each co-owner.

THE CREST OF WICKFORD CONDOMINIUM

ATTEST:

By Barbara Peacock
Barbara Peacock, Vice President

Marion Dalrymple
Marion Dalrymple
Member, Board of Directors

STATE OF MARYLAND:

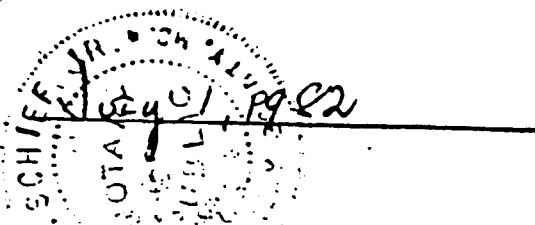
SS:

COUNTY OF MONTGOMERY:

On this 17th day of July, 1978, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Barbara Peacock, who acknowledges herself to be the Vice President of The Crest of Wickford Condominium, and Marion Dalrymple, member of the Board of Directors of the aforesaid Condominium, being authorized so to do, executed the foregoing instrument for the purposes therein recited, by signing the name of the Condominium as Vice President and Board Member.

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

My commission expires:



Horace G. Schiefel
Notary Public

THE CREST OF WICKFORD

CONDOMINIUM

SECOND AMENDED MASTER DEED

The Master Deed which, together with the original Bylaws, was recorded with the County Clerk, Montgomery County, Maryland on June 14, 1975 at Liber 4390 begin Folio 440, is presented hereunder in abridged form.

THE TRUST OF WINDWARD CONDOMINIUM

SECOND AMENDED MASTER DEED

(Abridged)

1. PROPERTY SUBJECT TO DECLARATION. (Describes the subdivision as recorded in Plat books 92 and 94.)

2. IMPROVEMENTS. (Town houses as set forth in the Plat of Condominium Subdivision.)

3. COMMON ELEMENTS.

(a) Common Elements, in general, mean all land and portions of the improvements not located within the boundaries of the condominium units as shown on the Plat of Condominium Subdivision, and include specifically, but are not limited to, all sidewalks, driveways, parking areas and retaining walls.

(b) There are no Limited Common Elements.

(c) Common Elements shall remain undivided and no person shall bring any action for partition or division of the same.

(d) Although the parking areas constitute Common Elements the owner of each condominium unit shall be entitled to the exclusive use of one automobile parking space, subject to the easements hereinafter set forth --- (pertains to builder - moot) ---. The allocation of specific spaces to specific owners shall be made in accordance with the Bylaws appended hereto.

(e) Where a patio enclosed by a wall or fence adjoins a Condominium Unit at the time of conveyance of such unit by Developer to a purchaser, thereafter the owner of such unit shall be entitled to the exclusive use of such patio, subject to the easements hereinafter set forth.

4. VALUE. For purposes of this Amended Master Deed, and for determining the Percentage Interests of Co-owners in Common Elements, Common Expenses, and Common Profits, the value of the regime is established at \$6,700,000.00. The value of each Condominium Unit is established at \$100,000.00, and the percentage appertaining to the co-owner of each Condominium Unit is 1.4925 per centum. The percentage interests hereby established shall not be changed, except as provided in paragraphs 7 and 8 hereof, without the acquiescence of the co-owners representing all the condominium units in the project. No such change except as provided in paragraphs 7 and 8 shall affect the lien of any prior recorded mortgage or deed of trust unless the written consent of the record owner of such mortgage or the holder of the note secured by such deed of trust is obtained.

5. **BYLAWS.** Bylaws governing the administration of the condominium are appended to this Amended Master Deed and form a part hereof. Said Bylaws, in general, provide for the form of administration, meetings of the Council of Co-owners, the care, upkeep and maintenance of the condominium and responsibilities and obligations therefor, the collection of funds for Common Expenses, and other special provisions, limitations and restrictions.

6. **EASEMENTS:** Each Condominium Unit and the Common Elements shall be held subject to the benefits and burdens of all easements of record now existing, or easements which may hereafter be created by or in favor of any public utility company, including, but not limited to, the Potomac Electric Power Company, Washington Gas Light Company, Chesapeake and Potomac Telephone Company of Maryland, and the Washington Suburban Sanitary Commission, or their successors.

In addition to the foregoing Easements, each co-owner shall hold his respective Condominium Unit subject to and there shall pass as an inseparable appurtenance with each Condominium Unit the following easements:

a. **Ingress and Egress.** Easements through the Common Elements for ingress and egress for all persons making lawful use of the Common Elements or the Condominium Units.

b. **Maintenance, Repair and Replacement.** Easements through the Common Elements for maintenance, repair or replacement of the Condominium Units and Common Elements and easements through each Condominium Unit when repairs reasonably appear to be necessary for public safety or to prevent damage to property other than said unit. Use of these easements, however, for access to the Condominium Units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

c. **Structural Support.** Every portion of a Condominium Unit which contributes to the structural support of another unit shall be burdened with an easement of structural support for the benefit of said other unit.

d. **Utilities.** Easements through the Condominium Units and Common Elements for all facilities for the furnishing of utility services within the Horizontal Property Regime, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring.

7. **TERMINATION AND WAIVER OF REGIME.** The Council of Co-owners, being all of the Co-owners, may by deed waive this regime and re-group or merge their individual condominium units with the principal property, provided that said individual units are unencumbered, or, if encumbered, that the creditors in whose behalf the encumbrances are recorded consent thereto. No such waiver and merger shall bar in any way a subsequent constitution of the property into another horizontal property regime.

8. (Pertains to Developer -- moot.)
9. (Citizens Savings and Loan consent to establishment of the regime.)

COVENANTS

AGREEMENTS

EASEMENTS

(Abridged)

WASHINGTON SUBURBAN SANITARY COMMISSION

Re: FFB charges, metering, conditions of termination
of service

Recorded with the County Clerk, Montgomery County, Maryland March 15,
1972 at Liber 4192 Folio 842.

NOW, THEREFORE, Crestview covenants as follows, for itself and for all
of its purchasers, lessees, successors and assigns, and hereby expressly
declares that such covenants are intended to run with the land and be
binding upon its purchasers, successors, lessees, and assigns:

1. Crestview covenants that it will pay front foot benefit charges
to the Commission for the sewer and water facilities to be installed
on the property herein described and the Commission shall be entitled
to impose such charges, on the basis of 60 assessable feet for each
town house unit constructed on said property, on a multi-unit classi-
fication basis.
2. Crestview covenants that in the event any one or more of the town
houses to be constructed upon said property shall hereafter come into
a separate fee simple ownership other than in the form of a condominium
unit, it will pay the cost of installing separate sewer and water
connections to supply each such town house.
3. Crestview covenants that it will include in the Bylaws which are
to be a part of the condominium to be hereafter created the following
language, "Each co-owner is hereby notified, and by the acceptance of
a deed to a condominium unit is hereby deemed to take title subject to,
the following rights of the Washington Suburban Sanitary Commission:
In the event that any sewer or water use charge, or front foot benefit
charge, or sewer charge, or ad valorem tax, imposed pursuant to the
Washington Suburban Sanitary Commission shall have the right within
the time provided in that act, or within the Commission's regulations,
to terminate sewer and water service to all of the condominium.
4. Crestview further covenants that in the event the aforementioned
master meter is discontinued for any reason, it will pay costs to cover
the abandonment of said meter.
5. In consideration of the covenants herein contained the Commission
will permit water and sewer service to the property described herein to
be connected through one meter.

MONTGOMERY COUNTY MARYLAND

Re: Payment of cost of construction of that portion of Hillary Way within the right-of-way abutting the Crest.

Recorded with the County Clerk, Montgomery County, Maryland May 24, 1972 at Liber 4217 Folio 130.

CRESTVIEW CORPORATION with full authority to execute deeds, mortgages, and other covenants, and other rights, titles and interest in real property owned by it, do so hereby covenant with Montgomery County, Maryland, said covenant to run with the land, that the said GRANTOR, its successors or assigns, in the event Hillary Way, a public way, is constructed under a Front Foot Benefit Project by Montgomery County, under Chapter 25, Montgomery County Code 1960, or amendment thereto, agrees that the property will be benefited by such construction to the extent of the assessment made against the property, as provided in Chapter 25, Montgomery County Code 1960, as amended, and will pay said assessment in the manner provided by law and will not protest the assessment of the benefit of said road improvement to said property.

The GRANTOR further covenants that in the event Hillary Way is constructed under a permit from Montgomery County by any private developer, person, or corporation, or Montgomery County in participation with any private developer, person, or corporation, the GRANTOR, its successors or assigns, will pay the cost of construction for that portion of Hillary Way within the right-of-way abutting said property.

WICKFORD CITIZENS ASSOCIATION

Re: Erection and maintenance of a fence of
Williamsburg Design

Recorded with County Clerk, Montgomery County, Maryland July 6, 1965
at Liber 3377 Folio 150.

- - - the Parties of the First Part do hereby covenant and agree that they will erect and maintain an unbroken fence of Williamsburg Design, similar in design and materials to the fence now utilized by the business known as "Gustin Gardens" near Old Georgetown Road, the brick base of the said fence to rise not less than 18" above the ground, with the overall height of the fence itself to be not less than 5' at any point and the materials used to be equal in quality to those used in the Gustin Gardens fence, said fence to be erected along those portions of the boundaries of Parcels One and Two which are contiguous to and parallel with Golf Lane, Middleshire Place, and Middleshire Place extended, and for a distance of one hundred (100) feet along Hillary Way from Middleshire Place. The said Parties of the First Part do further covenant and agree that the aforesaid fence shall be constructed no later than contemporaneous with the beginning of construction of the first residential units erected on Parcel One or Parcel Two, and that once construction of the fence is begun there shall be no unreasonable delays until its completion, said completion to be within ninety (90) days of its beginning date; and they further covenant and agree that should either Parcel One or Parcel Two be rezoned to any classification other than single family detached residential, then in that event vehicular traffic to or from Middleshire Place or Middleshire Place extended to or from the parcel or parcels so rezoned will be prohibited, including any construction vehicles or traffic generated during periods of construction of the aforementioned residential units.

2. The Parties of the First Part do hereby covenant and agree further that these covenants shall be recorded and shall run with the land described as Parcels One and Two and that said covenants may be enforced against the Parties of the First Part, their successors, heirs, administrators, executors and assigns, by the Wickford Citizens Association in its own name, by any member of the Wickford Citizens Association individually, by any of the parties of the Second Part, or by any owner of real estate in the Wickford Subdivision located in the 4th Election District of Montgomery County, Maryland.

WASHINGTON SUBURBAN SANITARY COMMISSION

Re: Easement for the construction and maintenance
of a sanitary sewer.

Recorded with the County Clerk, Montgomery County, Maryland July 21,
1960 at Liber 2760 Folio 7.

WITNESSETH: That in consideration of the sum of One Dollar (\$1.00) to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, its successors and assigns, the easement and right of way hereinafter described for the installation, construction, reconstruction, maintenance, repair, operation and inspection of a sanitary sewer within said easement and right of way, together with the right of ingress and egress along and over said right of way, for any and all of such purposes; the said right of way and easement being described as follows:

Being a strip or parcel of land fifteen (15) feet wide, seven and one-half (7 1/2) feet on each side of the centerline hereinafter described, in, through, over and across the property of the first parties hereto, obtained from Katherine P. Offutt, widow, by deed dated August 25, 1944 and recorded among the Land Records of Montgomery County, Maryland, in Liber 945 at Folio 397.

(Surveyor's description of the sewer route appears here. Essentially it runs from Rockville Pike under the central parking area of the Crest to Middleshire Place.)

AND ALSO:

The said parties of the first part do hereby grant unto the said party of the second part the right to use two (2) additional strips of land, each seven and one-half (7 1/2) feet wide, one on each side of the above described strip or parcel of land and adjacent, contiguous and parallel thereto, during the period of the original construction of said sewer within the above described easement and right of way for any and all purposes pertinent thereto.

**ARTICLES OF INCORPORATION
COUNCIL OF CO-OWNERS
OF
THE CREST OF WICKFORD CONDOMINIUM, INC.**

ARTICLES OF INCORPORATION

COUNCIL OF CO-OWNERS
OF
THE CREST OF WICKFORD CONDOMINIUM, INC.

THIS IS TO CERTIFY:

That I, FLOYD WILLIS III, whose post office address is 13113 Ridge Drive, Rockville, Maryland, 20850, being at least twenty-one (21) years of age, do hereby declare myself as incorporator with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland, and for such purposes do hereby make, execute and adopt the following Articles of Incorporation.

ARTICLE I. The name of the corporation shall be

COUNCIL OF CO-OWNERS OF THE CREST OF WICKFORD CONDOMINIUM, INC.

ARTICLE II. The period of existence and duration of the life of this Corporation shall be perpetual, subject to the right of the unit owners to terminate the condominium as provided in Section 11-121 of the Condominium Act.

ARTICLE III. The principal office for the transaction of business of this Corporation shall initially be located in the County of Montgomery, State of Maryland at:

P. O. Box 34050
West Bethesda, Maryland 20034

The following named person shall be designated as the statutory resident agent of this Corporation, and said resident agent is a citizen and actual resident of the State of Maryland:

CHARLES GRAFFIUS
Shannon & Luchs Co.
11119 Rockville Pike
Rockville, Maryland 20852

ARTICLE IV. The general purposes for which this Corporation is formed, and business or object to be carried on and promoted by it, are as follows:

(a) to organize and operate a corporation, no part of the net earnings of which is to inure to the benefit of any member or other individual;

(b) pursuant to and in conformity with the requirements of Title 11, Real Property Article, Section 11-101, et seq., of the Annotated Code of Maryland (1975 Supp.), hereinelsewhere called the "Condominium Act", and in a manner consistent with a certain Declaration relating thereto and heretofore recorded among the Land Records of Montgomery County, Maryland, to provide for the maintenance, operation and management of a certain condominium project located in Montgomery County, Maryland, hereinelsewhere called "the condominium" and identified as follows:

"THE CREST OF WICKFORD CONDOMINIUM"

For the general purposes aforesaid, and limited to those purposes, this Corporation shall have the following powers:

- (a) to construct, improve and maintain, operate and to buy, own, sell, convey, assign, mortgage or lease any real estate and any personal property necessary or incident to the furtherance of the business of this Corporation; and
- (b) to borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, to secure the same by mortgage, deed of trust, pledge, or other lien; and
- (c) to enter into any kind of activity, and to perform and carry out contracts of any kind necessary to, or in conjunction with, or incidental to the accomplishment of the nonprofit purposes of the Corporation; and
- (d) to make patronage refunds to members as determined by the Board of Directors in compliance with the By-laws of the Corporation.
- (e) to exercise and perform, without limitation, all of the powers, functions and duties of the Council of Unit Owners of the condominium hereinabove referred to in a manner consistent with the provisions of the Condominium Act, the aforesaid Declaration and its Exhibits; and
- (f) insofar as permitted by law, to do any other thing that, in the judgment of the Board of Directors, will promote the business of the Corporation for the common benefit of its members and, in general, to exercise the powers set out in the Condominium Act, the Declaration hereinabove referred to and the By-laws of this Corporation and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Condominium Act, the Declaration and the By-laws.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of this Corporation, and the enjoyment of the exercise thereof, as conferred by the Condominium Act and the General Laws of the State of Maryland.

ARTICLE V. This Corporation shall be without capital stock and will not be operated for profit. This Corporation does not contemplate the distribution of gains, profits or dividends to any of its members. The members of this Corporation shall not be personally liable for the debts, liabilities, or obligations of this Corporation, except as provided in the Condominium Act.

ARTICLE VI. The authorized number of memberships of this Corporation is 67. Every person, group of persons, corporation, partnership, trust or other legal entity or any combination thereof, who is a record owner of a fee interest in any condominium unit in the condominium shall be a member of this corporation; provided, however, that any such persons, group of persons, corporation, partnership,

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 member by reason only of such interest.

The property, voting and other rights and privileges of membership, the liability of each member for assessments for common expenses, and the method of collection thereof, shall be as set forth in the Declaration relating to the condominium and the Exhibits thereto, and the By-laws of this Corporation.

ARTICLE VII. The Corporation shall have a lien on the outstanding memberships in order to secure payment of any sums which shall be due or become due from the holders thereof for any reason whatsoever.

ARTICLE VIII. In the event any member sells, assigns, or otherwise transfers of record the fee interest in any condominium unit in which he holds the interest required for membership, such member shall, at the same time, assign the membership in this Corporation appurtenant to such condominium unit to the transferee of the Condominium unit and deliver it to him for transfer on the books of the Corporation. The foregoing requirement shall not obtain in the event a condominium unit is transferred as aforesaid solely as security for the performance of an obligation. Except as provided in this Article, membership shall not be transferable.

ARTICLE IX. The number of Directors of this Corporation shall be an uneven number of not less than three (3) nor more than five (5), and the names and post office addresses of the Directors who shall act as such until the first annual meeting, or until such time as their successors are duly chosen and qualified are:

<u>NAME</u>	<u>ADDRESS</u>
Robert L. Baker	10918 Wickshire Way, Rockville, Maryland
Mrs. Marion Dalrymple	10930 Wickshire Way, Rockville, Maryland
Mrs. Barbara Peacock	11022 Wickshire Way, Rockville, Maryland
Stephen J. Riordan, Jr.	10944 Wickshire Way, Rockville, Maryland
Harry J. Watter	11038 Wickshire Way, Rockville, Maryland

The qualifications, powers, duties and tenure of the office of Director and the manner by which Directors are to be chosen shall be a prescribed and set forth in the By-laws of the Corporation. Officers of this Corporation shall be elected and shall serve as provided for in said By-laws.

ARTICLE X. The Corporation shall indemnify every officer and Director of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding (including settlement of any such suit or proceeding, if approved by the then Board of Directors of the Corporation) to

which he may be made a party by reason of being or having been an officer or Director at the time such expenses are incurred. The officers of the Corporation shall not be liable to the members of the Corporation for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Corporation and the Corporation shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director or the Corporation, or former officer or Director of the Corporation may be entitled.

The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Corporation and the condominium. No contract or other transaction between the Corporation and one or more of its Directors or between the Corporation and any corporation, firm or association in which one or more of the Directors of this Corporation are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraphs exists:

(a) the fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) the fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) the contract or transaction is commercially reasonable to the Corporation at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or any committee thereof which authorizes, approves, or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such Director or officer of such other corporation or not so interested.

ARTICLE XI. This Corporation reserves the right to amend, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by statute for the amendment of Articles of Incorporation.

RULES, REGULATIONS, AND GUIDELINES

THE CREST OF WICKFORD
CONDOMINIUM ASSOCIATION

RULES, REGULATIONS, AND GUIDELINES CONCERNING
MODIFICATION, MAINTENANCE, AND APPEARANCE OF THE CONDOMINIUM

I N T R O D U C T I O N

We, the Board of Directors of The Crest of Wickford Condominium Association, issue this document in amplification of the Master Deed and Bylaws to promote understanding and alleviate misinterpretation of the regulations by which this community should govern itself.

Implicitly, individuals who purchase a condominium unit understand the choice of this style of living obligates the owner(s) to the principle of "joint governance" because of joint possession (i.e., possession in common). Certain advantages are expected in condominium living, such as upkeep or maintenance of common properties; however, these joint advantages necessitate joint commitments for each condominium owner, similar to any shared membership or affiliation. To this end, we present the following rules and regulations, to be understood and kept by the owner for the purpose of maintaining the spirit and fulfilling the joint involvement expressed in the word "condominium". In every case, residents leasing or otherwise occupying units are required to abide by these rules and regulations as if they were co-owners.

Co-owner or lessee who observes a violation of community rules which is persistent and flagrant should report it, in writing, to the Board of Directors. No action can be taken based only on verbal communications. Written complaint forms are available upon request from the management.

Co-owner or lessee may request approval for modifications to a building or patio, or for plantings in the common grounds, by writing a letter to the President of the Board of Directors. Alternatively, a letter may be directed to any member of the Board of Directors, as appropriate to the Chairperson of the Grounds or Architecture Committee or to management.

Co-owner or lessee may appeal rulings, and question the application or request interpretation or clarification of these rules through written communication with the Board of Directors. The Board of Directors meet regularly on the second Tuesday of every month.

Co-owners and lessees are urged to read the Master Deed and Bylaws for the Condominium. Most importantly, co-owners should note the requirements to provide prospective purchasers of units with a copy of the Master Deed and Bylaws, as amended.

In the rules and regulations set out in this booklet, the following definitions apply:

CO-OWNER - The owner of record as recorded in the land records of Montgomery County, Maryland.

RESIDENT - Any person whose permanent domicile is a unit in the Crest of Wickford.

BOARD OF DIRECTORS - The governing body elected by the co-owners of the Crest of Wickford.

MANAGEMENT - The management company, engaged by the Board of Directors, which is responsible for the day-to-day operation of the community under guidelines and policies established by the Board of Directors.

COMMUNITY - The residential area known as the CREST OF WICKFORD including the Condominium incorporated as the Crest of Wickford Condominium Association and hereinafter referred to as the Council of Unit Owners.

ADULT - Any person eighteen (18) years of age or older.

GUEST - A non-resident visiting with a Crest of Wickford resident

HOUSE GUEST - A visitor who will be staying overnight in a Crest of Wickford home.

1.101 BUILDING EXTERIORS

Maintenance of the entire exterior of all buildings, including roofs, brick walls, chimneys, wood and metal siding, doors, windows, and trim is the responsibility of the Condominium (with the exception of washing windows).

1.103 ALTERATIONS PROHIBITED

No person shall alter, make additions to, or change the appearance of the common or limited common elements, or the exterior appearance of any unit, or any other portion of the Condominium property without a review of the intended changes by the Architecture Committee and the prior written approval of the Board of Directors. Unauthorized changes are subject to legal action at the expense of the responsible co-owner.

1.105 APPEARANCE CHANGE STANDARD

The Board of Directors shall not give its approval to the alteration, change in appearance of the common or limited common elements, or the exterior appearance of any unit unless it first finds that:

- A) The owner of the unit has submitted, in writing, the complete plans and specifications showing the location, nature, shape, and character of the proposed change, or any other information the Board of Directors may require with respect to the proposed change; and
- B) On the basis of such information, the proposed change will:
 - 1] Meet or exceed the requirements of any applicable building or safety code, ordinance, or regulation;
 - 2] Not increase the cost of maintaining or insuring the common or limited common elements;
 - 3] Be in harmony of design, color, and location in relation to surrounding structures and topography.

1.107 ALTERATIONS PERMITTED

A co-owner may make improvements or alterations to their unit which do not:

- A) Impair the structural integrity or mechanical systems of the common elements; or
- B) Lessen the support of any portion of the common elements; or
- C) Materially increase the cost of operating or insuring the common elements; or
- D) Impair any easement; or
- E) Otherwise affect the property, interest, or welfare of any other co-owner.

1.109 SAMPLES OF ALTERATIONS PERMITTED

Examples of the types of changes generally approved by the Board of Directors are: addition of storm windows and storm doors, provided the color and style are compatible with the trim and architecture; installation of eave or dormer vents for attic exhaust fans, provided no machinery or similar devices are on the exterior of the buildings; and placement of fire/burglar alarm boxes, provided they are visually unobtrusive.

1.111 SAMPLES OF ALTERATIONS DENIED

The types of changes generally denied by the Board of Directors are; installation of attic vent fans or sky-light bubbles in the roof; installation of window fans and air conditioners in window frames; addition of shutters or other adornments not originally designed for a unit; and installation of window boxes or other affixed outdoor planters.

1.113 EXPENSE AND MAINTENANCE OF ALTERATIONS

Any changes approved by the Board of Directors will be made at the expense of the co-owner. Maintenance of the change will be performed under the normal maintenance program managed by the Board of Directors, e.g., storm windows and doors will be painted in the contiguous trim color.

1.115 ADJUSTMENT OF PREVIOUSLY APPROVED CHANGES

The Board of Directors reserves the right to remove, repair, restore or otherwise correct any condition resulting from a previously approved change, in the event the change engenders excessive or extraordinary maintenance costs or problems, or potential hazards. Such action for a previously approved change will be at the expense of the Condominium.

1,117 UNIT USE RESTRICTED

- A) No person shall use any unit for other than residential purposes.
- B) No person shall use any unit as a principal place of business or for any commercial activity which increases non-resident use of the common elements.
- C) No person shall engage in any noxious or offensive trade or activity, maintain any nuisance, or engage in or permit any conduct which interferes with the peaceful use and possession of any other unit or the common elements by any other co owner, leasee, resident or guest.

SUBPART A: PATIOS

2.101 GENERAL LEGAL CONSIDERATIONS

The Master Deed for the Crest of Wickford Condominium Association states in Paragraph 3(e), that;

Where a patio enclosed by a wall or fence adjoins a Condominium unit at the time of conveyance of such unit by the Developer to a purchaser, hereafter the owner of such unit shall be entitled to the exclusive use of such patio, subject to the easements hereinafter set forth.

Stated simply, this paragraph means that the owner of the Condominium unit does not own the patio adjoining his unit; rather, the patio is the common property of the Condominium. The co-owner, however, is entitled to the exclusive use of the patio.

Since patios are not the individual property of co-owners, the alteration provisions contained in the Bylaws of the Condominium, Article XIV, Section 3 and 4 apply to patios as well as the other items of common property.

2.103 RESPONSIBILITIES OF CO-OWNERS WITH OPEN PATIOS ADJOINING THEIR UNITS

All co-owners have the joint responsibility of maintaining an attractive appearance throughout the Condominium for the mutual, aesthetic benefit of all property owners and for assuring the highest possible value for the property. Generally, all co-owners are equally responsible for maintaining an attractive appearance within the patio adjoining their units. However, as a practical matter, owners with open patios adjoining their units must assume added responsibilities for the appearance of these patios because their actions are visible to the public, visitors, and prospective purchasers of units.

2.105 SPECIFIC RULES CONCERNING PATIO MAINTENANCE

The Bylaws of the Condominium do not state explicitly that a co-owner has the responsibility to repair the patio adjoining their unit. However, a co-owner's right to exclusive use of an adjoining patio implies that he is also responsible for the day-to-day maintenance of the patio, pursuant to the wear and tear of normal use. Further, the Board of Directors of the Condominium has the legal responsibility to ensure that patios are maintained, as specified in Article III Section 2a of the Bylaws. Thus, the Board of Directors has one of two options for patio maintenance of any kind: either contract for maintenance and assess the owners (patio maintenance is not included in the approved budget) or delegate all or part of the maintenance responsibilities to co-owners.

The Board of Directors has promulgated the following rules regarding patio maintenance:

A co-owner shall be responsible for day-to-day maintenance of the patio adjoining his/her unit. Day-to-day maintenance is defined as work required to correct the wear and tear of normal use and includes:

- Removal of weeds from patio floors.
- Upkeep of personal garden areas.
- Maintenance of the general attractiveness of the patio.

The Condominium will be responsible for major masonry repairs necessitated by major shifting of walls, buckling of floors, water damage, etc. The Condominium will stain patio gates.

Clearly, the issue of what is day-to-day maintenance versus a major repair must be viewed subjectively. Situations in question will be resolved by the Board of Directors.

2.107 SPECIFIC RULES CONCERNING PATIO APPEARANCE AND MODIFICATION

The Board of Directors has established the following specific rules concerning appearance and modification of patios. These rules apply equally to open and closed patios.

A. RULES CONCERNING GENERAL APPEARANCE

- All garbage, trash or other waste shall be stored on patios in attractive, closed containers with secure covers, until pick-up by the refuse removal contractor. Trash in plastic bags shall not be placed on open patios. Garbage awaiting pick-up shall not be left outside closed patios or moved from open patios into other open areas at any time.
- Firewood shall be stored on patios and stacked neatly. Fire wood may not be stored on common grounds outside of patio areas.
- Trash and other miscellaneous items, such as tools and equipment and motorized vehicles, shall not be stored on patios.

B. ITEMS REQUIRING APPROVAL OF CONDOMINIUM BEFORE PLACEMENT ON PATIO

- Fences around garbage containers.
- Wooden boxes for storing garbage cans, etc.
- Other storage containers, such as metal cabinets.
- Awnings.
- Trees and large shrubs planted in the patio area.
- Permanent outdoor toys, e.g., swings.

C. MODIFICATIONS TO PATIOS REQUIRING APPROVAL OF THE CONDOMINIUM

- Floor surfaces other than the original brick surface, e.g., gravel, bark, and decorative stone.
- Substructures and walls of any type.

D. PERMANENT PATIO MODIFICATIONS

- These modifications made by co-owners become common property of the condominium upon completion, including modifications approved by the Architecture Committee.

E. ITEMS NOT REQUIRING CONDOMINIUM APPROVAL BEFORE PLACEMENT ON PATIO

- Lawn furniture.
- Containerized plants and shrubs.
- Planted flowers and creeping vines, such as ivy.
- Small flower beds comprising less than twenty percent (20%) of the patio surface area.

2.109 TRASH BURNING PROHIBITED

No person shall burn trash, garbage or other waste within their patio or upon the common elements.

SUBPART B: G R O U N D S

2.201 LANDSCAPING RESTRICTED

In order to maintain a standard of uniformity throughout the Condominium, co-owners may remove, plant, or prune any tree, bush or shrub in the common grounds only with the written permission of the Grounds Committee. In no case may annuals, chrysanthemums, rose bushes, or bulbs such as tulips, Jonquills, iris, and vegetables be planted outside of patio areas. Such plants and flowers in containers at the entrances of Condominium units are excepted. Violation of this rule may result in the removal of the plantings at the expense of the violating co-owner.

2.203 LANDSCAPING RECOMMENDED

Plants which are recommended for common grounds are: azaleas; yews; Chinese, Japanese, and American Holly; ilex helleri; cottoncaster; pyracantha; ivy; and myrtle. Nevertheless, planting of these, as well as all other plants, must be approved in advance by the Grounds Committee, in writing.

2.205 GRANT OF LANDSCAPE IMPROVEMENTS

The duly authorized planting of any tree, bush, shrub, flower, vine or other plant on any common element such that the plant becomes part of the real estate, shall provide evidence of an intent to grant and shall constitute delivery of such plant to the Condominium, which shall thereupon acquire all right, title and interest in the plant as a part of the real estate of the common elements.

2.207 SIGNS PROHIBITED

No person shall erect, post, or display a sign of any character upon, from, in or about any unit or the common elements without the prior written consent of the Board of Directors, except as provided for in Section 2.209.

2.209 SIGNS PERMITTED

A co-owner may display, in or from, any window of the co-owner's unit, without the prior written consent of the Board of Directors, a sign announcing the availability of that unit for sale or rent.

2.211 TEMPORARY STRUCTURE PROHIBITED

No person shall construct, erect, or maintain on the common elements any structure, including but not limited to any trailer, tent, shack, barn or other outbuilding.

2.213 OUTDOOR LAUNDRY PROHIBITED

- A) No person shall construct, erect, or maintain on the common elements any outdoor clothes dryer or clothesline.
- B) No person shall hang, drape, or display any clothing, laundry, or other similar item from any part of a unit or from or upon any common element, including but not limited to any balcony, porch or fence.

2.215 RADIO AND TV ANTENNAE PROHIBITED

No person shall construct, erect, or maintain on the common elements any aerial or antenna for the reception of, or transmission of radio, television or other electromagnetic signal.

SUBPART C: U S E R E S T R I C T I O N S

2.301 RECREATIONAL ACTIVITIES PROHIBITED

Condominium grounds, including parking lots, shall not be used as recreational areas for field sports, e. g., baseball, football, tennis, and soccer, or skateboarding and sledding.

2.303 COMMERCIAL ACTIVITIES PROHIBITED

No person shall use any part of a unit or of the common elements for commercial activities of any character.

2.305 OUTDOOR COOKING PROHIBITED

No person shall cook or otherwise prepare any food on the common elements except with the prior written consent of the Board of Directors or as provided for in Section 2.307.

2.307 OUTDOOR COOKING PERMITTED

A co-owner or leasee may cook or prepare food on the patio at the rear their unit, without the consent of the Board of Directors.

2.309 UNLAWFUL USES PROHIBITED

- A) No person shall deface, destroy, or otherwise devalue any portion of the common or limited elements or convert them to their personal use.
- B) No person shall use or permit the use of any portion of a unit or of the common or limited common elements in any unlawful manner or for any unlawful purpose. Persons on the common elements shall observe, at all times, all laws, zoning, and other ordinances and regulations of the state, county, municipality or other governmental bodies as they may apply to Condominium property and to conduct thereupon.

3.101 SPEED LIMIT OBEDIENCE REQUIRED

No person shall drive any vehicle on the Condominium roads at any speed in excess of fifteen (15) miles per hour.

3.103 TRAFFIC CONTROL OBEDIENCE REQUIRED

The driver of any vehicle, unless otherwise directed by a police officer, shall obey the instructions of any traffic control device intended to control the operation of vehicles on Condominium roads.

3.105 NEGLIGENT DRIVING PROHIBITED

No person shall drive any vehicle on Condominium roads in a careless or imprudent manner that endangers any property or the life or well being of any individual.

3.107 VEHICLE NOISE PROHIBITED

No person shall drive any vehicle on Condominium roads in any manner which could cause skidding, spinning of wheels or excessive noise.

3.109 VEHICLE REPAIR PROHIBITED

No person shall make any repair of, nor perform extraordinary maintenance on any vehicle on any common element. No person shall permit the discharge of any vehicle fluid (including but not limited to oil, gasoline, antifreeze, or grease) on any common element.

3.111 VEHICLE WASHING PROHIBITED

- A) No person shall use water furnished by the Condominium or any co-owner to wash any vehicle on any common element, except as provided in paragraph "B" of this section.
- B) A co-owner or resident may use water furnished by the Condominium to wash a vehicle owned by the co-owner or resident and used as the co-owner's or resident's own means of transportation.

3.113 VEHICLE PROHIBITED

No person shall park a vehicle on any part of the common element if such vehicle is:

- A) Inoperable; or
- B) Does not have current registration plates displayed; or
- C) Is a recreational vehicle, including but not limited to a:
 - (1) Motor Home
 - (2) Camper
 - (3) Camp Truck
 - (4) House Trailer
 - (5) Boat
 - (6) Boat or Other Trailer
- D) A truck or van type vehicle having a capacity greater than 3/4 ton
- E) A commercial vehicle, except for such period of time which is necessary to perform the business purpose of the driver of such vehicle.

(Any vehicle displaying advertising is conclusively presumed to be a commercial vehicle. Police insignia are exempt from this presumption.)

3.115 PARKING RESTRICTED

No person shall park any vehicle on any common element.

- A) In any FIRE LANE; or
- B) In any limited element (indicated by the " N U M B E R " painted on the road and curb surfaces) without the consent of the co-owner for whose use the limited common element is reserved; or
- C) On any Condominium road or common element; except in an unreserved parking space lined for that purpose; or
- D) By backing into any parking space; so as to prevent exhaust fumes from entering patios and damaging shrubbery and grass and to facilitate lawn mowing and clipping.

3.117 PARKING SPACE AVAILABILITY

Each co-owner may use no more than two (2) parking spaces per Condominium unit, including your numbered space.

3.119 RESERVED PARKING SPACES

In accordance with Paragraph 3(D) of the Second Amended Master Deed and Article XVI of the Bylaws, one space is labeled for the exclusive use of each unit. No person shall park any vehicle (in a manner obstructing access to) a " N U M B E R E D " parking space other than the co-owner for which said space is assigned, or such other person authorized by said co-owner.

3.121 UNRESERVED PARKING SPACES

Guests, visitors and licensees of co-owners or other occupants, shall park only in a parking space which is not " N U M B E R E D ".

3.123 MOTORCYCLES

Motorcycles shall not be parked in such a manner as to exclusively utilize a separate parking space.

3.125 PENALTIES

In addition to any other penalty or enforcement provided by these rules, any person who violates any provision of this chapter may be subject to:

- A) A warning against future violation by the placement of a self adhesive placard on the vehicle windshield; or
- B) The removal of the vehicle from the Condominium grounds at the owner's sole risk and expense at the direction and request of management or any member of the Board of Directors without notice or hearing; or
- C) For any violation of these rules which is also a violation of the Maryland Vehicle Law (Md. Transp. Code Ann. P11-101 thru 21-105 1977), the penalty provided in P27-101 of the Maryland Vehicle Law; or
- D) A fine or other sanction provided by these rules.

4.101 ANIMALS PROHIBITED

No co-owner, lessee, or any other person shall maintain, board or raise any animals, livestock, or poultry of any kind, regardless of number, or keep any animal except as provided in section 4.103.

4.103 PETS PERMITTED

The keeping of dogs, cats, rabbits, fish, or caged birds as domestic pets is permitted, provided they are not kept or maintained for commercial purposes. Dogs may not be aired in common elements but must be walked outside the fence bordering the Condominium. No co-owner, lessee or any other person shall permit any pet upon the common elements unless such pet is carried or leashed.

4.105 PET HYGIENE

No co-owner, lessee, or any other person shall permit any pet to soil, defile, or defecate on any common element or any other place where people congregate or walk unless such person immediately removes and disposes of all feces deposited by such pet in a sanitary manner.

4.107 PET NUISANCE PROHIBITED

No co-owner, lessee or any other person shall permit any pet owned by or under the control of, such person to:

- A) Molest, attack or otherwise interfere with the freedom or the movement of persons on the common elements; or
- B) Chase vehicles on Condominium roads; or
- C) Attack other animals; or
- D) Damage any common elements; or
- E) In any other way create a public nuisance.

4.109 PET DAMAGE

Any co-owner, lessee or any other person who keeps any pet upon any portion of the Condominium shall be deemed to have agreed to (a) indemnify; and (b) hold free and harmless the Condominium Association, its Board of Directors, its Management, and each individual co-owner from any loss, claim or liability of any kind whatsoever arising from the keeping of such pet.

4.111 PET NOISE PROHIBITED

No co-owner, lessee or any other person shall permit any pet to make or cause noises audible within an adjacent unit or building and of sufficient volume so as to disturb the quiet enjoyment of the occupants thereof.

4.113 PENALTIES

In addition to any other penalty or enforcement provided by these rules, any co-owner, lessee or any other person who violates any provision of this chapter by permitting or performing any activity also prohibited by Chapter 5 of the Montgomery County Code may be named as the defendant in a complaint filed by the Board of Directors with any Montgomery County police officer, animal control officer or with the Montgomery County Animal Matters Hearing Board, and may be subject to the penalties provided in Section 9-41 of the Montgomery County Code (a fine of not less than \$15.00 nor more than \$500.00 or imprisonment in the detention center for not more than thirty (30) days or both).

5.101 RESTRICTIONS

No co owner shall lease or rent any unit unless said lease is in writing; and no such lease shall be for transient or hotel purposes or for any period less than one (1) year without the prior written approval of the Board of Directors.

5.103 NOTICE

Any co-owner, leasing or renting a unit, shall provide management a copy of any lease agreement covering the unit prior to the lessee's occupation of said unit.

5.105 DEFALCATION

The co-owner shall provide in the lease agreement that any right of the lessee to use and occupy the unit or any portion of the common elements is subject and subordinate in all respects to the provisions of the Master Deed, the Bylaws and these rules and regulations and that any failure of the lessee to comply with the provisions of these documents shall be a default under the terms of the lease agreement.

6.103 NOTICE OF PROPOSED RULE CHANGE

- A) A proposed rule approved by the Board of Directors shall be mailed to non-resident co-owners and/or delivered to each co-owner within fourteen (14) days of its approval for publication.
- B) The Notice of a proposed rule change shall be accompanied by the notice of hearing on the proposed change which shall include the: (1) date; (2) time; (3) location of such hearing; and (4) an invitation to co-owners to present their views on the proposed rule in person at the hearing or in writing.

6.105 HEARING ON PROPOSED RULE CHANGE

- A) A quorum of the Board of Directors shall conduct a hearing to receive comments on the proposed rule change, not more than sixty (60) days nor less than thirty (30) days following the date notice of such ruling is given to co-owners.
- B) If a quorum is not present, a new hearing shall be scheduled, without published notice, seven (7) days after the originally scheduled hearing, at the same time and place.
- C) If no co-owners appear to present their comments within thirty (30) minutes of the published time of the hearing, the Board of Directors shall note the receipt of written comments, if any, and shall conclude the hearing.
- D) Any co-owner may appear and speak at a rule making hearing, or be present by written statement. Written comments should be addressed to the President, The Crest of Wickford Condominium Association, _____ Wickshire Way, Rockville, Maryland 20852. Reference: Rule Making Hearing of the _____ day of _____, 19____ and shall be signed by the co-owner making such comment.

6.107 ADOPTING THE FINAL RULES.

- A) At the next regularly scheduled meeting following the rule making hearing, the Board of Directors shall, upon notice and second and, by a majority vote of a quorum of its members, adopt, modify, annul or reject the proposed rule change. If the Board of Directors modifies the proposed rule, publication of the modification shall not be required and the Board of Directors shall vote on the proposed rule as modified.
- B) The proper form for a motion to act on a final rule change is as follows:

MOTION FOR FINAL RULE

Mr./Ms. _____ MOVES to adopt, modify, annul, reject the proposed rule change brought on for hearing the _____ day of _____ 19____ to read as follows:

C H A P T E R _____

(insert text of section to be approved using "[]" to indicate deleted language and underlining to indicate added or new language)

Effective the _____ day of _____ 19____.

6.109 NOTICE OF FINAL RULE CHANGE

The text of each rule change passed by the Board of Directors at a final hearing shall be mailed to each non-resident co-owner and/or delivered to each resident co-owner or lessee within seven (7) days of its adoption. Each notice of a rule change shall include the effective date of the change.

6.111 EFFECTIVE DATE OF RULES

Any rule adopted or modified shall be effective as adopted or modified fourteen (14) days after the notice referred to in Section 6.109 is given or at such later date as determined by the Board of Directors.

6.113 APPEALS FOR EXCEPTION

- A) Each co-owner has the right to appeal to the Board of Directors for an individual exception to a rule. To exercise this right of appeal, a co-owner must appeal to the Board of Directors in writing within fourteen (14) days of the effective date of the rule change.
- B) Appeals filed after the expiration of the appeal period may be considered at the discretion of the Board of Directors.
- C) A co-owner who purchases a unit after the expiration of the appeal period has a right of appeal for exception for one (1) year after the purchase settlement date regardless of when the rule was adopted.
- D) The appeal must state the co-owner's reason for such exception, must be dated, must be signed by the co-owner and shall be delivered to the President of The Crest of Wickford Condominium Association, _____ Wickshire Way, Rockville, Maryland 20852.
- E) The Board of Directors shall consider an appeal at the regularly scheduled meeting next following its receipt. The Board of Directors shall grant or deny requested exception in writing addressed to the co-owner making the appeal.

6.115 NOTICE OF EXCEPTION

- A) If the Board of Directors grants an individual exception to a rule, the Board of Directors shall give notice, and the reasons therefore to each co-owner.
- B) If the Board of Directors denies the exception, no publication of the denial is required.

7.101 UNIT OWNERS RESPONSIBLE

The Co-owner shall inform the following persons of these rules and shall ensure that the Co-owner's conduct and conduct of the following persons does not violate these rules: (1) tenants, residents or occupants of the Co-owner's unit; (2) the Co-owner's licensees (including but not limited to visitors, guests and others on condominium property at the Co-owner's request or by the Co-owner's permission or authority); and (3) licensees of tenants, residents or occupants of the Co-owner's unit.

7.103 ENFORCEMENT PROCEEDINGS

Proceedings for the enforcement of these rules may be commenced by the filing of a complaint or by the Board of Directors upon its motion.

7.105 FILING A COMPLAINT

A) Any Co-owner may file with the Board of Directors a complaint against any other Co-owner, and any tenant, resident or occupant of the other Co-owner's unit for violation of these rules.

B) A complaint for violation of these rules shall be filed at the current management company's business address in the following form:

COMPLAINT

_____, the unit owner at
 (insert complainant's name)
 _____ Wickshire Way brings this complaint for violation of
 (insert complainant's address)
 CHAPTER _____; _____, Section _____.
 (insert number and heading) (number)

AGAINST

_____, the unit owner at
 (insert alleged violator's name)
 _____ Wickshire Way, Rockville, Maryland 20852.
 (insert owner's address)

AND

_____, a tenant, resident, occupant at
 (insert alleged violator's name)
 _____ Wickshire Way. As a result of the following, which
 (insert alleged violator's address)
 _____ observed on _____
 (insert complainant's name) (insert date)

_____ (insert date of complaint) _____ (signature of complainant)

_____ (insert complainant's phone #)[16] _____ (printed complainant's name)

7.107 CHARGE OF VIOLATION.

- A) Upon the commencement of an enforcement proceeding, the Board of Directors shall charge the person(s) against whom the complaint is brought with a violation of these rules.
- B) Upon commencement of an enforcement proceeding against a tenant, resident or occupant of the Co-owner's unit, the Co-owner shall be charged with the violation of these rules committed by the tenant, resident or occupant of the Co-owner's unit.
- C) Upon the commencement of an enforcement proceeding, the Board of Directors may charge a Co-owner with a violation of these rules committed by the Co-owner's licensees (including but not limited to the Co owner's guests, visitors and others on condominium property at the Co owner's request, by his permission or authority) or those of the tenant, resident or occupant of the Co-owner's unit.

7.109 NOTICE OF VIOLATION

- A) The Board of Directors shall give to the person(s) charged, written notice of the charge of violation of these rules.
- B) If the person(s) charged is other than a Co owner, the Board of Directors shall also give written notice to the Co owner of that person's unit.
- C) Notice of violation shall also be given in the following form:

NOTICE OF VIOLATION TO

_____ (insert alleged violator's name and address)
of _____

An enforcement proceeding has been commenced against you as a Co owner for violation of the rules of The Crest of Wickford Condominium Association, and again:

_____ (insert other alleged violator's name & address)
of _____ Wickshire Way, a tenant, resident or occupant of your unit.

YOU ARE CHARGED WITH VIOLATION OF CHAPTER _____ : _____
by _____ (insert numbers and heading)

_____ (insert description of alleged offense)

on _____
(insert date of alleged offense)

The Board of Directors hereby demands that violation of the above rule not be repeated and that any violation which is of a continuing nature, i.e. which cannot be corrected or stopped immediately, shall end within ten (10) days from the date of this notice. Any subsequent violation of the above rule within twelve (12) months from the date of this notice or failure to end a continuing violation within the time specified above may result in the imposition of a fine, a suspension of voting rights, or other privileges granted by The Crest of Wickford Condominium Association, upon the notice and hearing as provided by the rules of the Association.

(insert date of notice)

FOR THE BOARD OF DIRECTORS

7.111 SUBSEQUENT VIOLATION-

- A) If a person is charged: (1) with a subsequent violation of the same rule within twelve (12) months from the date of notice of a first violation; or (2) fails to end a continuing violation within ten (10) days from the date of notice of violation, the Board of Directors shall give the person charged written notice that a hearing shall be held to determine whether a fine, suspension of voting rights or suspension of other privileges shall be imposed.
- B) If the person charged is other than a Co-owner, the Board of Directors shall also give a written notice of the hearing to the Co-owner of that person's unit.
- C) Notice of hearing shall be given in the following form:

NOTICE OF HEARING TO

(insert name of alleged violator) of _____ Wickshire Way.

An enforcement action for (subsequent violation, continuing violation) has been properly filed against you as the owner of _____ Wickshire Way, Rockville, Marland, 20852.

AND AGAINST

(insert name of alleged tenant, resident, occupant violator)

tenant (resident or occupant) of _____ Wickshire Way.

YOU ARE CHARGED WITH VIOLATION OF CHAPTER _____:

(insert numbers and section heading) by _____
(insert description of alleged offense)

on _____
(insert date of alleged offense)

A HEARING SHALL BE HELD before the Board of Directors to determine whether a fine, suspension of voting rights, or other privileges shall be imposed for this violation. The hearing shall be held on

_____ (insert date of hearing not less than 10 days from date of notice)
at _____ The PROPOSED PENALTY IS _____
(insert time) (describe penalty)

YOU ARE INVITED TO ATTEND THE HEARING and produce any statement, evidence, and witnesses on your behalf.

FAILURE TO PAY ANY FINE IMPOSED AT THE HEARING MAY RESULT IN THE PLACING OF A LIEN AGAINST YOUR PROPERTY.

_____ (insert date of notice)

_____ FOR THE BOARD OF DIRECTORS

7.113 HEARING ON VIOLATION

- A) Not sooner than ten (10) days nor later than thirty (30) days following that date on which notice of hearing is given, a quorum of the Board of Directors, in executive session, shall hold a hearing on the alleged subsequent or continuing violation.
- B) If no quorum is present within fifteen (15) minutes after the time scheduled or the commencement of the hearing, the hearing shall be adjourned to a time not more than ten (10) days after originally scheduled hearing. If no quorum is present within fifteen (15) minutes after the time scheduled for the commencement of the adjourned hearing, the charge of subsequent or continuing violation shall be dismissed.
- C) The Board of Directors in its discretion may designate a hearing officer who shall preside at the hearing and shall ensure that it is conducted in a fair and courteous manner.
- D) A written record of the hearing shall be kept and shall be considered minutes of the Board. Proof of the hearing notice and invitation to be heard shall be placed in the hearing record. The proof shall consist of a copy of the hearing notice and a written statement of the date and manner of its delivery by the person who delivered, or caused to be delivered, the notice. The hearing record shall contain the findings of the Board with respect to the charge and the penalty, if any, imposed.
- E) The hearing officer shall read the initial charge and the charge of subsequent or continuing violation.
- F) In the case of an enforcement proceeding, the complainant shall have the burden of proof, and shall present testimony or other evidence to support the alleged violation.
- G) The person charged may make a statement, present evidence, and present witnesses on his/her behalf.

II) The Board shall determine, by the weight of the evidence presented whether the subsequent or continuing violation charged has occurred. The hearing officer shall announce the Board of Director's determination and the penalty imposed by the Board of Directors pursuant to Section 7.115, before the hearing is adjourned.

If any penalty is imposed, the Board of Directors shall give the co-owner and the person charged, if other than the co-owner, written notice of the hearing determination and the penalty imposed. The notice shall be in the following form:

NOTICE OF
HEARING DETERMINATION AND PENALTY IMPOSED TO

_____ OF _____
As a result of a hearing held by the Board of Directors of The Crest of Wickford Condominium Association, on _____ for
(insert date)
violation of Chapter _____: _____ of its
(insert numbers and heading)
rules the Board of Directors has FOUND YOU [TO BE] [NOT TO BE]
IN VIOLATION OF ITS RULES.

In accordance with 7.117 of its rules, the Board of Directors has approved and hereby imposes upon you the following PENALTY:

_____ Insert Penalty imposed, e.g. NONE of FINE _____

_____ AMOUNT OF PENALTY IMPOSED \$ _____

If any fine has been imposed, the amount stated is due and payable together with your next monthly condominium fee.

FAILURE TO PAY ANY FINE IMPOSED MAY RESULT IN THE PLACING OF A LIEN AGAINST YOUR PROPERTY.

7.115 DELIVERY OF NOTICE

Any notice required by these rules may be delivered by (1) personal service; or (2) certified mail return receipt requested to the person or persons charged at that person's address on file with the Board of Directors.

7.117 PENALTIES

A) If, after the hearing, the Board of Directors determines that a subsequent or continuing violation of these rules has been committed or permitted by the person's charges, the Board of Directors may (1) suspend such privileges as the Board of Directors may deem proper; or (2) suspend the Co-owner's right to vote in any matter determined by vote of the Co-owners; (3) impose on the co-owner a fine of not less than \$30 or more of the above penalties. Such fine shall be due and payable together with the monthly condominium fee next due after the date of the hearing.

- B) If a Co-owner fails to comply with (1) the Maryland Horizontal Property Act, as amended; or (2) the Master Deed; or (3) the By-Laws; or (4) a determination made as provided by this chapter, the unit owner may be 1. sued for damages caused by the failure; or 2. sued for injunctive relief; or 3. both, by the Co-owners or by any individual unit Co-owner.
- C) If, in the case of such suit, the Association or the individual Co-owner prevails, the Association or the individual Co-owner shall be entitled to an award for attorney fees as determined by the court.
- D) The failure of the Board of Directors to enforce a provision of (1) the Maryland Horizontal Property Act, as amended; 2. the Master Deed; 3. the By-laws; or 4. these rules, on any occasion, is not a waiver of the right to enforce any such provision on any other occasion.