

**AMENDED AND RESTATED BYLAWS
OF
COUNCIL OF CO-OWNERS OF THE CREST OF WICKFORD CONDOMINIUM, INC.**

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BHM 58941, p. 0096, MSA_CE63_58898. Date available 02/04/2020. Printed 02/06/2020.

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**AMENDED AND RESTATED BYLAWS OF
COUNCIL OF CO-OWNERS OF THE CREST OF WICKFORD CONDOMINIUM, INC.**

WHEREAS, the Council of Co-Owners of the Crest of Wickford Condominium, Inc. (the "Condominium") is a duly created Condominium, by virtue of the recordation of the following documents among the Land Records of Montgomery County, Maryland: a Master Deed recorded at Liber 4225, Folio 766, *et seq.*; an Amended Master Deed recorded at Liber 4276, Folio 042, *et seq.*; a Second Amended Master Deed recorded at Liber 4390, Folio 440, *et seq.*; and, restated Bylaws recorded at Liber 5171, Folio 203, *et seq.*; and,

WHEREAS, the Condominium's Board of Directors has adjudged and determined that it is necessary to amend the current Bylaws in their entirety; and,

WHEREAS, Article XX, Section 1 of the Bylaws provides that the same may be amended by the affirmative vote of Unit Owners having at least seventy-five percent (75%) of the votes in the Council of Unit Owners, cast at a meeting of the Condominium called for that purpose; and,

WHEREAS, pursuant to Section 11-104(e)(6)(ii) of the Maryland Condominium Act (the "Act"), notwithstanding the aforementioned provisions of Article XX, Section 1 of the Bylaws, the Unit Owners of the Condominium may amend the Condominium's Bylaws with the approval of Unit Owners having at least sixty percent (60%) of the total votes in the Condominium who are in good standing; and,

WHEREAS, pursuant to Article XX, Section 2 of the Bylaws, the Bylaws shall not be amended to impair or affect any right, priority, remedy or interest of a mortgagee without the prior written consent of the mortgagees of record; and,

WHEREAS, Article II, Section 7 of the Bylaws provides that notice of a special meeting shall be given to each Unit Owner at least fifteen (15) days in advance of the meeting; and,

WHEREAS, written notice of the meeting at which adoption of these proposed Amended and Restated Bylaws was considered, discussed and decided was sent to each Unit Owner and Mortgagee, in accordance with the Bylaws and applicable provisions of the Act, at least fifteen (15) days in advance of said meeting; and,

WHEREAS, Unit Owners in good standing representing at least sixty percent (60%) of the votes in the Condominium have approved these Amended and Restated Bylaws, as evidenced by the Certificate of Secretary attached hereto; and,

WHEREAS, the prior written consent of the first mortgagees of record has been obtained to approve these Amended and Restated Bylaws, as evidenced by the Certificate of Secretary attached hereto;

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BHM 58941, p. 0102, MSA_CE63_58898. Date available 02/04/2020. Printed 02/06/2020.

NOW, THEREFORE, pursuant to the foregoing and in accordance with the Bylaws and Maryland law, the Condominium's Bylaws shall be and are hereby amended by striking the current Bylaws and any and all previously adopted amendments thereto, in their entirety, and substituting the following in lieu thereof:

Article I

Plan of Ownership

Section 1. Applicability. These Bylaws provide for the governance of the Council of Co-Owners of the Crest of Wickford Condominium, Inc., (the "Condominium") pursuant to the requirements of the Maryland Condominium Act (the "Act"). The Property, located in Montgomery County, Maryland, was submitted to the provisions of the Act by recordation of the Condominium's Master Deed, recorded at Liber 4225, Folio 766, *et seq.*; Amended Master Deed, recorded at Liber 4276, Folio 042, *et seq.*; and, Second Amended Master Deed, recorded at Liber 4390, Folio 440, *et seq.*

Section 2. Compliance. Every Unit Owner, family member, tenant, employee, invitee, agent, licensee and all those entitled to occupy a Unit shall comply with the Articles of Incorporation, the Master Deed, these Bylaws, and Rules and Regulations adopted in accordance therewith.

Section 3. Office. The office of the Condominium and the Board of Directors ("Board") shall be located at the Condominium or at such other place as may be designated from time to time by the Board.

Section 4. Definitions. Terms used herein without definition shall have the meanings specified for such terms herein, or if not defined herein, shall have the meanings specified for such terms in the Master Deed, or the Act. Unless the context shall plainly require otherwise, the following words when used in these Bylaws, or any amendment thereto, shall have the following meanings:

a) "Act" shall refer to the Maryland Condominium Act, Title 11, Real Property Article, Annotated Code of Maryland and any superseding or amending legislation.

b) "Common Elements" shall mean that area and property submitted to be part of the Condominium but not included within the boundaries of a Unit, as defined in the Master Deed.

c) "Condominium" shall mean and refer to the Council of Co-Owners of the Crest of Wickford Condominium, Inc.

d) "Eligible Votes" shall mean those votes of Owners in good standing that are available to be cast on the issue at hand. A vote which is for any reason suspended is not available to be cast.

e) "Majority", as used in these Bylaws, shall mean the votes of Unit Owners in good standing, totaling more than fifty percent (50%) of the total number of Eligible Votes. Unless

otherwise specifically stated, the words “majority vote” means more than fifty percent (50%) of those Eligible Voters in good standing voting in person or by proxy. Unless otherwise provided in the Master Deed or these Bylaws, all decisions shall be by majority vote.

f) “Master Deed” shall mean and refer to the Condominium’s Master Deed, recorded at Liber 4225, Folio 766, *et seq.*; an Amended Master Deed, recorded at Liber 4276, Folio 042, *et seq.*; and, a Second Amended Master Deed, recorded at Liber 4390, Folio 440, *et seq.*

g) “Mortgagee” shall mean the holder of any recorded mortgage, deed to secure debt, or deed of trust encumbering a Condominium Unit for the purpose of securing the performance of an obligation.

h) “Owner” or “Unit Owner” means any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which owns a condominium Unit within the condominium project, provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof which holds such interest solely as security for the performance of an obligation shall not be a Unit Owner.

Article II

Council of Unit Owners

Section 1. Composition. The Council of Unit Owners (“Council”) is incorporated and consists of all of the Unit Owners acting as a group in accordance with the Act and pursuant to the Condominium’s Master Deed and these Bylaws. For all purposes, the Council shall act merely as an agent for the Unit Owners as a group. The Council shall have the overall responsibility of administering the Condominium, establishing the means and the methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other functions that may be required or permitted to be performed by the Council in accordance with the Act and the Condominium’s Master Deed. Except as to those matters which the Act or the Master Deed specifically requires to be performed by the vote of the Council, the foregoing responsibilities shall be performed by the Board of Directors or Managing Agent as more particularly set forth in Article III of these Bylaws.

Section 2. Members. The Condominium shall have as its members every person, corporation, trust or other legal entity, or any combination thereof, who or which owns a Unit (“Unit Owner”); provided however, that any person, corporation, trust or other legal entity, or any combination thereof, who or which holds such interest solely as security for the performance of an obligation shall not be a member solely on account of such interest.

Section 3. Annual Meetings. Unless otherwise directed by the Board, the annual meeting of the Council shall be held during the month of November of each year, on a day and at an hour designated by the Board. At such annual meeting, the Unit Owners shall elect directors by ballot, or by directed proxy, from among the Unit Owners, in accordance with the Act and the requirements of Articles II and III of these Bylaws. Any business of the Council may be

conducted at the annual meeting, and the notice of annual meeting need only indicate that the purpose is to conduct the annual meeting.

Section 4. Place of Meetings. Meetings of the Council shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board.

Section 5. Special Meetings. The President shall call a special meeting of the Council if so directed by the resolution of the Board, or upon presentation to the Secretary of a petition signed by Unit Owners holding not less than twenty-five percent (25%) of the total Percentage Interest. The notice of any special meeting shall state the date, time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. In the event that the meeting is called by petition, the notice shall state only the purpose specifically set forth in the petition. In the event that the President fails or refuses to call a special meeting within ten (10) days of receipt by him or her of a Board resolution, or of receipt by the Secretary of a properly executed petition, any two (2) members of the Board may call the special meeting.

Section 6. Notice of Meetings.

(a) The Secretary, or the Managing Agent under the supervision of the Secretary, shall provide Unit Owners with notice of each annual or special meeting. Such notice shall be in writing and shall be either delivered or mailed to each Unit Owner at least ten (10) days, but not more than ninety (90) days prior to the meeting, at the address shown on the Condominium's roster of Unit Owners on the date of the notice. If mailed, the notice shall be deemed given when deposited in the United States mail, postage prepaid and addressed to the Unit Owner at the address on the Condominium's roster as of the date of the notice. Said notice may also be made by "electronic transmission" as defined by the Act, if the requirements of Section 11-139.1 of the Act are met. The notice shall specify the date, time, place and purpose of the meeting.

(b) The notice shall also state that if the number of persons present in person or by proxy at a properly called meeting of the Council of Unit Owners is insufficient to constitute a quorum, another meeting of the Council of Unit Owners may be called for the same purpose if:

(1) The notice of the meeting stated that the procedure authorized by this Section might be invoked; and,

(2) By majority vote, the Unit Owners present in person or by proxy call for the additional meeting.

(c) At least fifteen (15) days' notice of the time, place and purpose of the additional meeting shall be delivered or mailed, or sent by electronic transmission if the requirements of Section 11-139.1 of the Act are met, to each Unit Owner at the address shown on the roster of Unit Owners, as set forth in these Bylaws. The notice shall contain the quorum and voting provisions set forth below:

(1) At the additional meeting, those Unit Owners present in person or by proxy constitute a quorum.

(2) A majority of the Unit Owners present in person or by proxy:

(a) May approve or authorize the proposed action at the additional meeting; and,

(b) May take any other action that could have been taken at the original meeting if a sufficient number of Unit Owners had been present.

(d) This Section may not be construed to affect the percentage of votes required to amend the Master Deed or Bylaws or to authorize such amendment or any other action required to be taken by a specified greater percentage of votes of the Unit Owners or Directors, as the case may be.

Section 7. Waiver of Notice. Waiver of notice of a meeting of the Council shall be deemed the equivalent of proper notice. Any Unit Owner may file with the Board a written waiver of notice of any meeting of the Council, either before or after such meeting. Attendance at a meeting by a Unit Owner, whether in person or by proxy, shall be deemed a waiver by such Unit Owner of notice of the time, date and place thereof unless such Unit Owner specifically objects to the lack of proper notice. Attendance at a special meeting shall also be deemed a waiver of notice of all business properly transacted thereat unless objection to a lack of notice is raised at the time the meeting is called to order.

Section 8. Quorum. A quorum is deemed present throughout any meeting of the Council if persons entitled to cast twenty-five percent (25%) (or such lesser percentage as may be provided by the Act) of the total authorized votes are present in person or by proxy at the beginning of the meeting.

Section 9. Order of Business at Annual Meetings. As far as practical, the order of business at all annual meetings of the Council shall be as follows, but may be amended at the meeting at the initiative of the Chair or the Unit Owners present:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting.
- (c) Reading and approval of minutes of preceding meeting(s) (may be waived).
- (d) Election or appointment of inspectors/tellers of election.
- (e) Election of members of the Board of Directors.
- (f) Approval and adoption of the proposed annual budget.
- (g) Reports of Officers.
- (h) Reports of the Board of Directors.

- (i) Reports of Committees.
- (j) Unfinished business.
- (k) New business.
- (l) Adjournment.

Section 10. Order of Business at Special Meetings. The order of business of any special meeting of the Council called in accordance with the procedures set forth in these Bylaws shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting.
- (c) Reading of Notice and Petition (if any).
- (d) New Business as stated in the Notice.
- (e) Adjournment.

Section 11. Rules of Order. The parliamentary procedure for the conduct of all meetings of the Council and the Board of Directors may be governed by Roberts' Rules of Order, or such other parliamentary procedures, as designated by the Board of Directors, in its sole discretion, insofar as said procedures are not inconsistent with these Bylaws. In the event of a conflict, these Bylaws shall prevail.

Section 12. Title to Units. Title to a Unit may be taken in the name of one or more persons or entities, in any manner permitted by law. The Council may acquire, hold and transfer full legal title to one or more Units in the Condominium in its own name.

Section 13. Voting.

(a) Voting at all meetings of the Council shall be on a percentage basis, with each Unit being entitled to vote the individual percentage interest allocated to his or her Unit as set forth in the Master Deed. Votes assigned to Units owned by the Council shall be cast as determined by a majority of the Board. Otherwise, where the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit shall be the person named in a "voting certificate" executed by all of the Owners of such Unit and filed with the Secretary or, in the absence of such named persons from such meeting, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present at the meeting. If more than one person is present, then such vote shall be cast only in accordance with their unanimous agreement. Such voting certificates shall be valid until revoked by a subsequent certificate similarly executed.

Except where otherwise required or provided for in the Act, the Master Deed or these Bylaws, an affirmative vote of the Owners of more than fifty percent (50%) of the units voting in person or by proxy or by electronic transmission at a duly convened meeting at which a quorum is present, is required to adopt decisions of the Council.

(b) A Unit Owner who is more than ninety (90) days in arrears with respect to payment of assessments or related charges due to the Condominium is not in good standing and may not vote at any meeting of the Council or be elected or appointed to serve on the Board; nor may a Unit Owner vote at any meeting of the Council or be elected or appointed to serve on the Board if a Unit Owner has not furnished the Council with his or her name and current mailing address.

(c) No Lessee, lienholder, mortgagee, pledge or contract purchaser shall have any voting rights with respect to the affairs of the Condominium, unless such person or entity has been granted such rights pursuant to a valid proxy.

Section 14. Proxy.

(a) At meetings of the Council, each Unit Owner shall be entitled to cast the number of votes appurtenant to his or her Unit. Unit Owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance unless granted to a lessee or mortgagee. The proxy shall take the form designated by the Board. Any proxy may be revoked at any time at the pleasure of the Unit Owner(s) executing the proxy. Proxies submitted for the original meeting shall be valid at any adjourned meeting unless withdrawn by the Owner (s) executing the proxy

(b) A proxy who is not appointed to vote as directed by a Unit Owner may only be appointed for the purposes of meeting quorum requirements and to vote for matters of business before the Council other than an election of members of the Board. Only a Unit Owner voting in person or via electronic transmission, or a proxy voting for candidates designated by a Unit Owner, may vote to elect members of the Board.

Section 15. Conduct of Meetings. The President shall preside over all meetings of the Council and the Secretary or his or her designee shall keep the minutes of the meetings and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Council. The tallying of all votes for the election of the Board shall be supervised by inspectors or election tellers who are appointed by the President or other Officer presiding over the meeting.

Section 16. Consents. Unless other rights established in these Bylaws are infringed upon by the operation of this Section 16, any action which may be taken by a vote of the Unit Owners at a meeting may also be taken by written consent of those Unit Owners who hold the requisite percentage of votes necessary to decide an issue pursuant to these Bylaws.

Section 17. Roster of Unit Owners. The Council shall maintain a current roster of names, mailing addresses, phone number, and email addresses of all Unit Owners to which notice of meetings of the Council shall be sent. Each Unit Owner shall, within ten (10) days after adoption of these amended and restated bylaws, furnish the Managing Agent or the Board with his or her name, mailing address, phone number, and email address. Thereafter, each Unit Owner shall, within ten (10) days after acquiring title to a Unit in the Condominium, furnish the Managing Agent or the Board with his or her name and current mailing address, phone number, and email address. Insofar as a Unit Owner's name, mailing address, phone number, or email address changes, such Unit Owner shall furnish the Managing Agent or the Board with such updated information within ten (10) days of such change. No Unit Owner may vote at meetings of the Council or be elected or appointed to serve as a member of the Board until this information is furnished.

Section 18. Roster of Current Renters. Any Unit Owner who leases his/her unit shall give prompt written notice to the Secretary of the Condominium of the name, mailing address, phone number and email address of the tenant(s).

Article III

Board of Directors

Part A. Composition and Selection of Board of Directors.

Section 1. Composition and Term. The affairs of the Council and the Condominium shall be governed by a Board of Directors. The Board shall be composed of no less than three (3) natural persons, all of whom shall be current residents and either Unit Owners or the spouse or partner of a Unit Owner who resides with the Unit Owner in the same household; provided, however, that no more than one resident of any Unit may serve on the Board at the same time. Directors shall be elected to serve for the ensuing year or until removed pursuant to Section 4 hereof. All Board members shall complete all required training and be certified as required by law prior to the first Board meeting. A copy of this certification shall be kept on hand by the Managing Agent. Multiple residents who are co-owners of the same Unit, may not serve on the Board at the same time.

Section 2. Nominating Procedures.

(a) A call for nominations shall be sent to all Unit Owners not less than forty-five (45) days before notice of an election is sent. Only nominations made at least fifteen (15) days before the notice of an election shall be listed on the election ballot, but nominations may be made from the floor at the meeting. Candidates may be self-nominated. Candidates shall be listed on the ballot in alphabetical order, with no indicated candidate preference. If the Board allows, and the candidate wishes, a signed personal statement can be inserted with the notice of election. If no call for nominations is made, nominations shall only be made from the floor at the meeting.

(b) In addition to the nominations made pursuant to the procedure outlined above, nominations may be made by persons voting by directed proxy. If a call for nominations has been made, a nomination by directed proxy shall be deemed a nomination from the floor.

(c) At or before the time votes for the Board are cast by the Unit Owners, all nominees must consent to serve, including any persons "nominated" by a write-in vote on a directed proxy and any persons nominated from the floor. If no such consent is given, in person or in writing, by the proposed nominee, the nomination is void, as are any votes cast in favor of said nominee(s). Notwithstanding the foregoing, a directed proxy cast by a Unit Owner in good standing in favor of one of more nominees who do not consent to serve as a director shall nevertheless be counted for the purposes of establishing the presence of a quorum.

(d) A Unit Owner, spouse or partner not in good standing may not be elected or appointed to the Board of Directors if assessments or related charges due in connection with said Unit are in arrears by more than ninety (90) days. In addition, a Unit Owner, spouse or partner may not be elected or appointed to the Board of Directors if there is litigation pending between the Condominium and said Unit Owner, or their spouse or partner.

(e) Cumulative voting shall not be permitted.

Section 3. Elections.

(a) The Board of Directors, as of the date of the recording of these Amended and Restated Bylaws shall consist of no less than three (3), nor more than five (5) persons.

(b) In the unlikely event that the election of a completely new Board of Directors becomes necessary, the Council shall immediately hold a meeting to elect new Directors in accordance with these Bylaws.

Section 4. Removal or Resignation of Members of the Board of Directors.

(a) At a duly called regular or special meeting of the Council, any one or more of the Directors may be removed with or without cause by a vote in person or by proxy of Unit Owners representing at least a majority of the total votes of the Council. Any Director whose removal has been proposed by the Unit Owners shall be given fifteen (15) days' notice of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Any vacancies created by the removal of one or more Directors may be filled at the same meeting. Successors shall be elected by a plurality vote of those present at the meeting in person or those who have filed a directed proxy, and shall be elected to fill the entire remainder of the original term of the removed Director. Any Director who is removed as a Director pursuant to this Section and also holds an officer position shall also be thereby removed from such office. A Director may resign at any time.

(b) A Director shall be automatically deemed to have resigned if not in attendance at three (3) consecutive regular meetings of the Board, unless the minutes reflect the consent of the Board to such absences.

(c) A Director who becomes more than ninety (90) days' delinquent in the payment of assessments or other charges shall be automatically deemed to have resigned on the ninety-first (91st) day.

Section 5. Vacancies. Vacancies on the Board caused by any reason other than removal of a Director by vote of the Council shall be filled by a vote of the majority of the remaining Directors at any meeting of the Board. The Director selected by the Board shall serve until a successor shall be elected at the next annual meeting of the Council. Such successor shall fill the remaining term of the vacated position.

Section 6. Compensation. Directors shall not be compensated for acting as such, unless compensation is authorized by a vote of the Council at a meeting thereof. Notwithstanding the foregoing, Directors may be reimbursed for reasonable expenses incurred on behalf of the Council, as shall be determined by the Board, subject to a report to be included in the Board's meeting minutes.

Section 7. Organizational Meeting. The first meeting of the Board of Directors following the annual meeting of the Council at which one or more members of the Board have been elected shall be held within a reasonable period of time following the annual meeting, at such time and place as shall be fixed and announced to all Directors at the annual meeting; and, no notice shall be necessary to the members of the Board in order legally to constitute such meeting, providing a majority of the whole Board shall be present thereat.

Section 8. Duty of Loyalty. All directors are encouraged to share their views and opinions during Board meetings and to participate in spirited, but civil, debate over matters affecting the Condominium. No director is required personally to endorse a decision of the Board from which that director has dissented or intends to dissent, but all directors must speak with one voice as directors once a decision of the Board is made, even if the director expressed dissent or was in the minority of directors whose opinions were not adopted as the official position of the Board. Directors may discuss their opinions freely and openly amongst themselves, subject to any applicable constraints requiring confidentiality; provided, however, that such discourse does not result in the occurrence of a meeting of the Board held in violation of applicable open meetings laws. By acceptance of a position on the Board, each director-member thereof agrees to work within the Condominium's processes and systems to advance his or her position, but not to work individually or in collusion with others to subvert the legitimate work of the Board or the Condominium.

Part B. Meetings.

Section 9. Regular Meetings.

(a) Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, but such meetings shall be held at least once each month during each fiscal year. Notice of regular meetings of the Board shall be given to each Director by mail or telephone at least five (5) days prior to the day named for such meeting. The date of the next regular meeting may be set at a meeting and such action shall constitute notice of the next meeting to all Directors present at the prior meeting. Each regular

meeting shall provide a designated period of time to allow Unit Owners an opportunity to comment on any matter relating to the Condominium.

(b) Regular meetings of the Board, except those portions which may be held in executive session in accordance with the Act, shall be open to all residents of the Condominium. Notice of regular Board meetings shall be given to residents at least ten (10) days prior to a meeting in a manner determined by the Board.

(c) The notice requirements contained in this Section may be met by the publication of a schedule setting forth in advance the date, time and location of regular Board meetings.

Section 10. Special Meetings. Special meetings of the Board may be called by the President on three (3) business days' notice to each Director by mail, in person or by telephone. The notice shall include the date, time, place and purpose of the meeting. Upon written request of at least two (2) Directors, special meetings of the Board shall be called by the President or Secretary in like manner and on like notice. Three (3) business days' notice to Unit Owners of special meetings of the Board shall be given in a manner determined by the Board. Each Special meeting shall provide a designated period of time to allow Unit Owners an opportunity to comment on the topics listed on the meeting agenda. No business shall be transacted at a special meeting of the Board except that stated in the notice. During a meeting at which the agenda is limited to specific topics, the Unit Owners' comments may be limited to the topics listed on the meeting agenda.

Section 11. Waiver of Notice. Any Director may at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by him or her of the date, time, place and purpose of such meeting. If all Directors are present at any meeting of the Board, no notice shall be required (except notice to Unit Owners in accordance with the Act and these Bylaws), and all appropriate business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board, the presence of a majority of the sitting Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such re-convened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called and adjourned may be transacted at the re-convened meeting without further notice. Directors must be present in person at the meeting and vote in person. All Directors shall have one (1) vote and all Directors are entitled to vote, including the Director who has been elected by the Board as President.

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep or cause to be kept a minute book of the Board recording therein all resolutions adopted by the Board and all relevant transactions and proceedings occurring at such meetings.

Except as permitted in these Bylaws and applicable law, all meetings of the Board of Directors shall be open to all Unit Owners. Notwithstanding that such meetings shall be open, no person other than members of the Board of Directors shall be entitled to seek recognition, vote or otherwise participate at the meetings, unless provided otherwise by the Act or these Bylaws. The Board shall have the power to expel from any meeting any and all persons whose words or actions are deemed by the Board to be disruptive of the proceedings or threatening to anyone in attendance.

Section 14. Closed Meetings.

(a) A meeting of the Board may be held in closed session only for the purposes set forth in Section 11-109.1 of the Act, as amended from time to time. Examples of such purposes include, but may not be limited to, the following:

- (1) Discussion of matters pertaining to employees and personnel; or,
- (2) Protection of the privacy or reputation of individuals in matters not related to the Condominium's business; or,
- (3) Consultation with legal counsel on legal matters; or,
- (4) Consultation with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential business transactions, litigation or other legal matters; or,
- (5) Investigative proceedings concerning possible or actual criminal misconduct; or,
- (6) Compliance with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure; or,
- (7) Discussion of individual owner assessment accounts.

(b) The Board may vote to hold a closed session for the foregoing specific purposes, but the Board may also choose to discuss any of these issues in an open meeting. If a meeting is held in closed session, an action may not be taken and a matter may not be discussed if it is not permitted by the Act. A statement of the time, place, and purpose of the closed meeting, the record of the vote of each Board member by which the meeting was closed, and the recitation of the authority to close the meeting pursuant to Section 11-109.1 of the Act, shall be included in the minutes of the next meeting of the Board.

Part C. Powers and Duties.

Section 15. Powers and Duties. The Board shall manage the affairs of the Council and shall have all the powers and duties necessary for the administration of the Condominium and may perform all such acts and duties which are not specifically directed by the Act, the Master Deed or these Bylaws to be done and exercised exclusively by the Unit Owners.

The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the Managing Agent, if any, which might arise between meetings of the Board. In addition to the duties imposed by these Bylaws or by any resolution of the Council that may hereafter be adopted, the Board shall have the power to, and be responsible for the following, by way of explanation but not limitation:

(a) Preparing a proposed annual budget in accordance with Section 11-109.2 of the Act. Said annual budget shall be submitted to the Unit Owners at least thirty (30) days prior to its adoption.

(b) Adopting at an open meeting of the Board an annual budget, which shall establish the contribution by assessment to be paid by each Unit Owner to the common expenses. The Board of Directors shall have the power to make interim adjustments to said contribution if the current contribution established yields a total amount of assessments paid that is inadequate, or if the Board deems such adjustments necessary for any other reason. All such adjustments shall be made in accordance with the Act. Notwithstanding the foregoing, the Board shall not have the authority to increase the amount of the assessment by more than fifteen percent (15%) without the approval of the Unit Owners.

(c) Making assessments against the Units and Unit Owners to defray the common expenses, establishing the means and methods of collecting such assessments from the Unit Owners, and establishing the period for installment payments of the annual assessments.

(d) Providing for the operation, care, upkeep, maintenance and repair of all Common Elements and for services to the Condominium.

(e) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, and providing services for the Condominium, and, when appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed to be owned by the Condominium.

(f) Collecting the assessments from the Unit Owners, depositing the proceeds thereof in a bank depository which the Board shall approve, and using the proceeds to administer the Condominium in accordance with the approved budget and further direction by the Board.

(g) Determining to open and close bank accounts on behalf of the Council and designating the signatories required for each such account; determining how the funds of the Council shall be invested and causing appropriate investment accounts to be opened and closed. (Once such decisions are made by the Board, implementation may be delegated to a committee or to management.)

(h) Determining how common profits or surpluses, if any, shall be treated.

(i) Making and amending Rules and Regulations respecting the use of the Condominium, including the Units; provided however that all Rules and Regulations shall be enacted in accordance with the procedures set forth in these Bylaws and in Section 11-111 of the Act, and that no such Rules or Regulations so adopted shall conflict with the Act, the Master Deed or these Bylaws. Furthermore, no Rules or Regulations shall be construed so as to impair in any manner the lien of any mortgage or deed of trust with respect to any Unit or the Common Elements if such Rule or Regulation is promulgated after the recordation of such mortgage or deed of trust.

(j) Enforcing by legal means the provisions of the Master Deed, these Bylaws and the Rules and Regulations adopted by the Board for use of the Condominium, including utilizing monetary fines and such other sanctions, including the suspension of privileges to use and enjoy the common elements, as it deems appropriate to enforce the same, provided the Board complies with the procedures noted in these Bylaws and in Section 11-113 of the Act prior to the imposition of any sanction. If a Unit Owner persists in a violation of the Master Deed, the Bylaws or any duly enacted Rules and Regulations, the Board of Directors may require him or her to post a bond satisfactory to it, in its sole discretion, to secure future compliance with the Master Deed, these Bylaws or the Rules and Regulations.

(k) Causing the repair and restoration of the Condominium in accordance with these Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(l) Notifying the Unit Owners of any eminent domain proceeding or of any litigation against the Council involving a claim in excess of ten percent (10%) of the amount of the annual budget, and bringing any proceedings which it may deem necessary to be instituted on behalf of the Unit Owners.

(m) Obtaining and carrying insurance against casualties and liabilities, as provided in these Bylaws, paying the cost thereof and settling any claims thereunder.

(n) Paying the costs of all services rendered to the Council and not chargeable to Owners of individual Units.

(o) Having a fiduciary duty to manage the assets of the Condominium, exercising good faith and sound business judgment. Keeping books with detailed accounts of the receipts and expenditures affecting the Condominium and the administration of the Council, specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred. The Condominium's books and records shall be available for examination by the Unit Owners, their duly authorized agents, accountants, or attorneys during normal business hours. All books and records shall be kept in accordance with generally accepted accounting principles and shall be audited at least once a year by an outside auditor employed by the Board, who shall not be a resident of the Condominium or a Unit Owner therein. The cost of such audit shall be a Common Expense.

(p) Borrowing money on behalf of the Condominium when required in connection with, or relating to, the operation, care, upkeep, or maintenance of the Common Elements and

additions, alterations or improvements to the Common Elements. If any sum borrowed by the Board on behalf of the Condominium pursuant to the authority contained in this subparagraph is not repaid by the Council, a Unit Owner who pays to the creditor a percentage of the total amount due equal to his or her Percentage Interest in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Owner's Unit, and the Council shall not be entitled to assess his or her Unit for payment of the remaining amount due to such creditor.

(q) Acquiring, holding, and disposing of Units and leasing and mortgaging the same.

(r) Establishing reserve funds for the repair and replacement of capital Common Elements consistent with the Reserve Study discussed in Article V, Section 7.

(s) Controlling the use of all Common Elements, including, but not limited to, designating parking spaces thereon for use by Unit Owners and their guests as required in certain circumstances by law.

(t) Without limiting other duties or powers set forth herein, promulgating and adopting rules and regulations concerning, specifically, the logistics and procedures concerning moving in and out of the Condominium property, in connection with which the Board is hereby authorized to levy and collect a move-in/move-out fee in such amount as it determines to be reasonable.

(u) Doing such other things and taking such other acts on behalf of the Council as are not inconsistent with the Act, the Articles of Incorporation, the Master Deed, these Bylaws or any amendment thereof or thereto made from time to time.

Section 16. Managing Agent. The Board shall employ a Managing Agent for the Condominium at a rate of compensation to be established by the Board.

(a) Requirements. The Managing Agent shall be a bona fide business enterprise that manages community associations. Such firm shall have a minimum of two (2) years' experience in residential community management and shall employ persons possessing a high level of competence in the technical skills necessary for the proper management of the Condominium. The Managing Agent must be able to advise the Board regarding the administration and operation of the Condominium, including operating and reserve budgeting, maintenance of the property, condominium insurance, accounting, contract negotiation, labor relations and condominium regulation.

(b) Duties. The Managing Agent shall perform such duties and services as the Board shall authorize, including but not limited to the duties listed in paragraphs (a), (c), (d), (e), (f), (l), (m), (n), (o) and (s) of Section 15 of Part C of this Article III. The Board may delegate to the Managing Agent all of the powers granted to the Board by these Bylaws other than the powers set forth in paragraphs (b), (g), (h), (i), (j), (k), (p), (q) and (r) of Section 15 of Part C of this Article III. The Managing Agent shall perform the obligations, duties and services relating to management of the property, the right of mortgagees and the maintenance of reserve funds in compliance with the provisions of these Bylaws

(c) Standards. The Board shall impose appropriate standards of performance upon the Managing Agent including, but not limited to, the items listed in this subsection, unless the Managing Agent is instructed otherwise by the Board:

(1) Either the accrual or the cash flow methods of accounting shall be employed as determined from time to time by the Board, and expenses required by these Bylaws to be charged to more than one, but less than all Unit Owners shall be accounted for and reported separately;

(2) Two or more persons shall be responsible for handling cash to maintain adequate financial control procedures;

(3) Cash accounts of the Condominium shall not be commingled with any other accounts;

(4) The Managing Agent shall not have signature authority over the Condominium's reserve accounts;

(5) No remuneration or gifts of any kind or nature, whether in the form of commissions, finder's fees, service fees, or otherwise, shall be accepted by the Managing Agent from vendors, independent contractors or others providing goods or services to the Condominium without the written consent of the Board; any discounts received shall inure to the benefit of the Condominium;

(6) Any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Condominium shall be disclosed promptly to the Board;

(7) The Managing Agent shall pay the Condominium's obligations in a timely manner. If any obligation is not paid in a timely manner and late fees, penalties or interest or other such charges are incurred, the Managing Agent shall be responsible for the payment of such charges, unless the late payment of the obligation is the result of insufficient funds in the Condominium's account and the Managing Agent had informed the Board of the insufficient funds available to meet the obligation at least five (5) business days prior to the date upon which the payment in question became past due;

(8) A monthly financial report shall be prepared for the Condominium containing:

i) A Statement of Operations reflecting all income and expense activity for the preceding month, including but not limited to principal and interest paid with respect to any loan obligation of the Condominium, as reconciled with the respective loan's amortization schedule;

ii) A General Ledger reflecting all receipt and disbursement activity for the preceding month, including but not limited to the details of any transfers made between the Condominium's accounts;

iii) A Disbursement Journal reflecting all disbursements from the preceding month;

iv) An Account Status Report reflecting the status of all accounts in the “actual” versus “projected or budgeted” format;

v) A Balance Sheet reflecting the financial condition of the Condominium on an unaudited basis;

vi) A Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding operating reserves or ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and

vii) A Delinquency Report listing all Unit Owners who are delinquent in paying condominium assessments, the duration of such delinquency being expressed in increments of 30 days, and describing the status of any actions to collect such assessments (the Delinquency Report may be prepared, in whole or in part, by the Condominium’s legal counsel regarding those accounts being handled by counsel).

(d) Limitations. Any contract with the Managing Agent must provide that it may be terminated without cause upon not more than sixty (60) days’ written notice or with cause upon not more than thirty (30) days’ written notice; and, in no event shall the term of any such contract exceed one (1) year in duration. Notwithstanding the foregoing, a contract between the Condominium and its Management Agent may contain provisions whereby a new term would commence immediately upon the expiration of the term that is expiring; provided, however, that the same contract also contains the termination provisions elsewhere described in this Section.

Section 17. Board of Directors as Agent. The Board of Directors shall also have the power to act as agent for the Unit Owners of all of the Units and for each of them, to manage, control and deal with the interests of such Unit Owners in the Common Elements of the Condominium to permit the Board of Directors to fulfill all of its powers, rights, functions and duties, except to the extent that the Board’s power is otherwise limited by these Bylaws. The Board of Directors shall have the power to act as agent for each Unit Owner, each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium to:

(a) Adjust and settle all claims arising under insurance policies purchased by the Board of Directors;

(b) Execute and deliver releases upon the payment of claims;

(c) Act on their behalf in any condemnation proceeding or action of eminent domain pursuant to Section 11-112 of the Act;

(d) Obtain and maintain fidelity insurance in accordance with Section 11-114.1 of the Act; and,

(e) Accept and grant easements and licenses in accordance with Section 11-125 of the Act.

Section 18. Liability of the Board of Directors, Officers, Committee Members, Unit Owners, and Council of Unit Owners.

(a) The Officers, Directors, Committee Members and Volunteers shall not be liable to the Council of Unit Owners or any Unit Owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Council of Unit Owners shall indemnify and hold harmless each of the Officers and Directors from and against all contractual liability to others arising out of contracts made by the Board on behalf of the Council of Unit Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Act, the Master Deed or these Bylaws, except to the extent that such liability is satisfied by directors and officers liability insurance. Officers and members of the Board shall have no personal liability with respect to any contract approved by the Board on behalf of the Council of Unit Owners. The liability of any Unit Owner arising out of any contract made by the Officers or the Board of Directors or out of the indemnification of the Officers or the Board or as a result of damages or injuries arising in connection with the Common Elements solely by virtue of his or her ownership of a Percentage Interest therein or for liabilities incurred by the Council of Unit Owners, shall be limited to the total liability multiplied by his or her Percentage Interest. The Council of Unit Owners shall indemnify and hold harmless each of the Directors, Officers and members of any committee or volunteers from and against all liability to others arising out of the due exercise of their responsibilities unless their action shall have been taken in bad faith or contrary to the provisions of the Act, the Master Deed or these Bylaws.

(b) The Council of Unit Owners shall not be liable for the failure of any services to be obtained by the Council of Unit Owners or paid for as a Common Expense, or for injury or damage to persons or property caused by the elements, or acts of God, or by any Unit Owner, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Council of Unit Owners shall not be liable to any Unit 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 any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Council of Unit Owners to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

In addition, the Condominium shall be and will remain wholly free and clear of any and all liability to claims by Unit Owners, and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of the Common Elements or any of its improvements, fixtures, and facilities; in as much as the control, operation, management, use and enjoyment, of the Common Elements shall be within, under and subject to the

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Condominium. In this respect, it shall be the affirmative duty and responsibility of each Unit Owner, and user of the Common Elements and any facilities therein, to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Elements and its improvements and facilities shall use, enjoy, and visit the same at their own risk and peril.

Section 19. Common or Interested Directors. Each member of the Board shall exercise his or her powers and duties in good faith and with a view to the interest of the Condominium. No contract or other transaction between the Council of Unit Owners and any of its Directors, or between the Council of Unit Owners and any corporation, firm, or association in which any of the Directors of the Council of Unit Owners are directors or officers or are monetarily or otherwise interested, is either void or voidable because any such Director is present at the meeting of the Board which the contract or transaction is approved, or because his or her vote is counted for such purpose, if the following conditions exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board, or a majority thereof, is 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 contract or transaction is commercially reasonable to the Council of Unit Owners at the time it is authorized, ratified, approved or executed.

A common or interested director may be counted in determining the presence of a quorum at any meeting of the Board of Directors at which any contract or other transaction is approved and may vote at the meeting to authorize any contract or other transaction with like force and effect as if he or she were not such director of such other corporation or not so interested.

Section 20. Fidelity Insurance and Fidelity Bonds. The Board of Directors shall require adequate blanket fidelity insurance or fidelity bonds to protect against dishonest acts on the part of officers, directors, managers, trustees, employees and volunteers of the Council and all other persons handling or responsible for or administering funds of the Council. The premium on all fidelity insurance and fidelity bonds required herein, except those maintained by the management agent, shall be paid by the Council as a common expense. The fidelity insurance and fidelity bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least forty-five (45) days prior written notice to the Council. Such fidelity insurance and fidelity bond shall:

- (1) Name the Condominium as an obligee;
- (2) The amount of the fidelity insurance and fidelity bond, which is required pursuant to Section 11-114.1 of the Act, shall equal at least the lesser of: (i) three (3) months' worth of gross common charges and the total amount held in all investment accounts at the time the fidelity insurance is issued; or (ii) three million dollars (\$3,000,000.00);
- (3) Contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Part D. Committees.

Section 21. Committees. There shall be such ad hoc or standing committees as the Board shall determine from time to time with the powers and the duties that the Board shall authorize. Committee chairpersons and members shall be appointed by the President with the advice and consent of the Board.

Committee activities will be in consonance with a resolution of the Board in which the purpose and objective of the committee shall be defined. A committee shall not make any contract, agreement or commitment which shall be binding on the Board or the Council of Unit Owners, nor promulgate any rule or regulation intended to be enforceable against a Unit Owner, but a committee may recommend the adoption or promulgation of such rule or regulation to the Board of Directors.

Part E. Execution of Documents.

Section 22. Financial and Other Documents. With the prior authorization of the Board of Directors, all checks, agreements, contracts, deeds and other instruments of the Council of Unit Owners for expenditures or obligations in excess of ten percent (10%) of the total annual assessment for common expenses for that fiscal year, except from reserve accounts, shall be executed by one (1) Director and the Managing Agent or by two (2) Directors. All checks, agreements, contracts, deeds and other instruments of the Council of Unit Owners for expenditures or obligations of ten percent (10%) or less of the total annual assessment for common expenses for that fiscal year, except from reserve accounts, shall be executed by one (1) Director or the Managing Agent. All checks drawn upon or transfer authorizations relating to reserve accounts shall be executed by two (2) Directors. This does not preclude the Board from using electronic signatures to effect intra-bank or inter-bank transfers.

Section 23. Seal. The Board of Directors may provide a suitable corporate seal containing the name of the Condominium, which seal shall be in the charge of the Secretary, or other appropriate person authorized by the Board of Directors.

Article IV

Officers

Section 1. Designation. The principal officers of the Council of Unit Owners shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant treasurer, an assistant secretary and such other Officers as in its judgment may be necessary. The President, Vice President, and Treasurer must be members of the Board of Directors. Other Officers may, but need not, be members of the Board. Any two offices may be held by the same person, except those of President and Vice President or President and Secretary or President and Treasurer; however, no officer shall execute, acknowledge or verify any instrument in more than one capacity. Each Officer shall perform such duties as are normally associated with such office in parliamentary organizations, except to the extent inconsistent with the Act, the Master Deed or these Bylaws, and shall

perform such other duties as may be assigned to such office by resolution of the Board of Directors. If any Officer is unable for any reason to perform the duties of the office, the Board of Directors may appoint another qualified person to act in such Officer's stead on an interim basis.

Section 2. Election of Officers. The Officers of the Council of Unit Owners shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Board.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Board any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose. Any Officer whose removal has been proposed by the members of the Board shall be given an opportunity to be heard at the Board meeting or the special meeting of the Board called for such purpose.

Section 4. President. The President shall: be the chief executive officer of the Council; preside at all meetings of the Council and of the Board; have general and active direction of the business of the Council of Unit Owners subject to the control of the Board; see that all orders and resolutions of the Board of Directors are carried into effect; have all the general powers and duties which are incident to the office of president of a non-stock corporation organized under the laws of the State of Maryland, including without limitation, the power to appoint committees, with the advice and consent of the Board, from among the Unit Owners from time to time as the President, in his or her discretion, decides is appropriate to assist him or her in the conduct of the affairs of the Council of Unit Owners.

Section 5. Vice President. The Vice President shall: take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other Board member to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be assigned to him or her by the Board or by the President.

Section 6. Secretary. The Secretary, with the assistance of the Managing Agent, shall: cause the keeping of the minutes of all meetings of the Council of Unit Owners and of the Board; have charge of such books and papers as the Board may direct; maintain the roster of Unit Owners, Renters and mortgagees setting forth the place to which all notices to Unit Owners and mortgages hereunder shall be delivered; record and count all votes taken at meetings of the Council of Owners; and, in general, perform all the duties incident to the office of secretary of a non-stock corporation organized under the laws of the State of Maryland.

Section 7. Treasurer. The Treasurer, with the assistance of the Managing Agent, shall: have the responsibility for the funds and securities of the Council of Unit Owners; be responsible for causing the keeping of full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data; be responsible for the deposit of all monies and other valuable effects in the name of the Council of Unit Owners in such depositories as may from time to time be designated by the Board; shall render to

the Board at its regular meeting a current account of the financial condition of the Council to include a comparison of actual and budgeted amounts; and, in general, perform all the duties incident to the office of treasurer of a non-stock corporation organized under the laws of the State of Maryland.

Section 8. Compensation of Officers. Officers shall not be compensated for acting as such unless and to the extent the members of the Council of Unit Owners authorize compensation by a vote of a majority of the total votes of the Council of Unit Owners at any meeting duly called for that purpose. Notwithstanding the foregoing, Officers may be reimbursed for reasonable expenses incurred on behalf of the Council of Unit Owners, as shall be determined by the Board, subject to a report to be included in the minutes of the Board.

Article V

Operation of the Property

Part A. Budget.

Section 1. Fiscal Year. The fiscal year of the Council of Unit Owners shall be January 1 through December 31, unless otherwise determined by the Board.

Section 2. Preparation and Approval of Budget.

(a) It shall be the duty of the Board to adopt a budget for the Council of Unit Owners containing an estimate of the total amount of operating funds considered necessary to pay the cost of, by way of example and not limitation, the maintenance, management, operation, repair and replacement of the Common Elements, and those parts of the Units which it is the responsibility of the Council to maintain, repair and replace, if any, and the cost of wages and other personnel costs, materials, insurance premiums, services, supplies, commonly metered utilities, charges accruing pursuant to any cross-easement, reciprocal homeowners' or similar agreement affecting the Condominium, and other expenses that may be declared to be Common Expenses by the Act, the Master Deed, these Bylaws or by a resolution of the Council of Unit Owners.

(b) Each Unit Owner shall pay to the Council of Unit Owners the annual assessment, which is payable, unless otherwise directed by the Board, in regular monthly installments equal to each Owner's proportionate share, based upon each Owner's Percentage Interest as set forth in the Master Deed and the amendments thereto, of the sum required by the Council of Unit Owners, as estimated by the Board, to meet the Council of Unit Owners' annual expenses.

(c) The budget shall also include such reasonable amounts as the Board considers necessary to provide working capital, a general operations contingency fund, as well as reserves for repairs and replacements.

(d) At least thirty (30) days before the budget is adopted, the Board shall cause to be prepared and submitted to the Unit Owners an annual proposed budget. After the thirty (30) day

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period has expired, the annual budget shall be adopted by the Unit Owners at a regular or special meeting thereof.

(e) Any expenditure made other than those made because of conditions which, if not corrected, could reasonably result in a threat to the health or safety of the Unit Owners or a significant risk of damage to the Condominium, that would result in an increase in an amount of assessments for the current fiscal year of the Condominium in excess of fifteen percent (15%) of the budgeted amount previously adopted, shall be approved by an amendment to the budget adopted at a special meeting, upon not less than ten (10) days' written notice to the Unit Owners.

Section 3. Effect of Failure to Prepare or Adopt Budget. The failure to adopt a budget for any fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any Unit Owner from the obligation to pay the Owner's allocable share of the annual assessment, or any installment thereof, for that or any subsequent assessment period. In the absence of any annual budget, the last adopted budget shall continue to govern the operation of the Condominium, and each Unit Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment which is due under the new budget is forwarded to each Unit Owner. A copy of the new budget and each Owner's annual assessment shall be mailed or delivered to each Owner at least ten (10) days prior to the due date for the first installment or as soon thereafter as is possible.

Section 4. Accounting and Disposition of Common Profits. Within ninety (90) days after the end of each fiscal year, the Board shall make available to all Unit Owners, an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board for such fiscal year and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board, be an additional contribution to reserves, be placed in a special account to be expended solely for the general welfare of the Unit Owners, be credited according to each Unit Owner's Percentage Interest to the next monthly installment due from Unit Owners under the current fiscal year's budget, be disbursed to the Unit Owners in proportion to their Percentage Interest, or be used for any other purpose the Board decides, until exhausted. Any net shortage shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable either: (1) in full with payment of the next monthly assessment due; or (2) in equal monthly installments for such period as the Board of Directors may determine in its sole discretion.

Section 5. Special Assessments. In addition to regular assessments authorized by this Article, the Board, on behalf of the Council of Unit Owners, may levy in any fiscal year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Condominium property, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board may consider appropriate, provided, however, that any special assessment exceeding fifteen percent (15%) of that fiscal year's budget shall have the assent of a majority of the votes of Unit Owners in attendance in person or by proxy at a regular meeting of the Unit Owners or at a special meeting of the Unit Owners called for the purpose of

approving or disapproving the special assessment. The Board of Directors shall serve written notice of any such special assessment on all Unit Owners to the address noted on the Condominium's roster. Said notice shall state the amount and the reason for the special assessment and the due date. The special assessment may be payable in a lump sum or in installments, and, notwithstanding the applicability of the special assessment to that year only, the installments may extend beyond the fiscal year in which the special assessment was passed, as the Board may determine in its sole discretion.

Notwithstanding the foregoing, the Board may impose a special assessment without membership approval in an amount sufficient to bring the Condominium into compliance with any law, rule, order or regulation of any governmental or quasi-governmental agency. Notwithstanding the foregoing, the Board shall provide all Unit Owners with notification of the amount and reasons for any special assessment imposed for this reason or purpose.

Section 6. Additions, Alterations or Improvements by the Board of Directors. The Board shall cause all necessary additions, alterations or improvements to be made to the Common Elements. If, in the opinion of a majority of the Directors, such additions, alterations, or improvements are exclusively for the benefit of the Unit Owner or Owners requesting the same, the requesting Unit Owner or Owners shall be assessed therefore in such proportion as may be determined by the Board of Directors.

Section 7. Reserves. The Council of Unit Owners shall establish and maintain a reserve fund by the monthly allocation and payment of an amount to be designated from time to time by the Board based upon a professional evaluation of the sum necessary to repair or replace the Common Elements when necessary, as further defined below. Such fund shall be conclusively deemed to be a Common Expense. Such fund shall be invested as determined by the Board of Directors in its sole discretion. However, before finalizing any investment the Board shall consider several factors, including, but not limited by, the risk of the investment, the potential return on the investment, and the liquidity of the investment. The reserve fund may be expended only for purposes consistent with the law and acceptable accounting practices, such as for the purpose of effecting capital repairs and replacement of the Common Elements and the equipment of the Condominium, for startup costs and operating contingencies of a non-recurring nature, and for such improvements as the Board, in its discretion, deems appropriate and necessary. In the event a Board of Directors is required to borrow money from reserves for anything other than the purpose of effecting the repair and replacement of the Common Elements of the Condominium, it shall prepare a repayment schedule that repays the money borrowed within not more than five (5) years. The repayment schedule so established may be shortened by future Boards, but it may not be extended beyond five (5) years from the date the monies were borrowed. The proportionate interest of any Unit Owner in any reserve for replacements and any other reserves established by the Council of Unit Owners shall be considered an appurtenance of an Owner's Unit and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Unit to which it appertains and shall be deemed to be transferred with such Unit.

The Board of Directors shall maintain at all times a current "reserve study" prepared either by an architect or engineer licensed in the State of Maryland or by a professional or company qualified to prepare such a study, and said study shall be updated as the Board deems necessary and as required by Maryland law. Said reserve study shall state the preparer's opinion as to the

remaining useful life of each component of the Common Elements for which reserve funds are normally accumulated and an estimated cost of replacement of each component at the end of its useful life. The reserve study shall also compute the amount of contributions to reserves necessary each year in order to fully fund the replacement of each component. The Board of Directors shall be responsible for funding the reserves in accordance with the reserve study to the extent possible given the financial condition of the Condominium, but in no event shall the contribution to reserves in any year be less than fifty percent (50%) of the recommended level of funding called for in the reserve study.

If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Unit Owners in accordance with their respective Percentage Interests, and which may be payable in a lump sum or in installments, as the Board may determine. The Board of Directors shall serve notice of any such further assessment on Unit Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Unit Owners so notified shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Notwithstanding the applicability of the assessment to that year only, the installments may extend beyond the fiscal year in which the assessment was passed, as the Board may determine in its sole discretion.

Section 8. Statement of Common Expenses. The Board of Directors shall promptly provide any Unit Owner so requesting the same in writing, a written statement of all unpaid assessments for Common Expenses due from such Owner. The Board of Directors may impose a reasonable charge for such statement to cover the cost of preparation.

Part B. Assessments.

Section 9. Purpose of Assessments. The assessments for Common Expenses provided for herein shall be used for the general purposes described in the Act, the Master Deed and these Bylaws and for promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Units in the Condominium as may be more specifically authorized from time to time by the Board.

Section 10. Assessment Obligation. Each Owner, by acceptance of a deed for a Unit in the Condominium, whether it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Council of Unit Owners: (a) annual assessments or charges; (b) special assessments to be established pursuant to the terms of these Bylaws; and, (c) any fines, charges or other specific assessments levied against a Unit Owner's Unit, pursuant to and as provided by the Act, the Master Deed or these Bylaws. Liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made.

Section 11. Late Fees and Interest. Any assessment levied pursuant to these Bylaws, or any installment thereof, which is not paid within fifteen (15) days after it is due, shall bear interest, from the due date until paid, at the rate of eighteen percent (18%) per annum (or such

greater amount provided for by the Act). Any delinquency which has continued for at least fifteen (15) days shall also be charged a late fee of one tenth (1/10) of the total amount of any delinquent assessment or installment (or such greater amounts as may be provided for by the Act). A late fee shall only be imposed once for the same delinquent payment.

Section 12. Acceleration of Installments. Upon default in the payment of one or more assessment installments, the entire balance of the annual assessment may be accelerated and declared due and payable in full by the mailing of notice to such effect to the defaulting Unit Owner by the Board or the Managing Agent in accordance with the Act.

Section 13. Legal Fees and Costs of Collection. The Council of Unit Owners shall be entitled to recover from a defaulting Unit Owner all attorney's fees actually incurred and all costs of collection actually incurred by the Council of Unit Owners to collect assessments, or any installment thereof, which are more than fifteen (15) days delinquent, irrespective of whether legal action is taken against the defaulting Unit Owner. The Condominium shall be further entitled to recover from a defaulting Unit Owner all attorney's fees and costs of collection actually incurred by the Council of Unit Owners to collect upon any judgments entered against said Owner by a court of competent jurisdiction. By way of example, such attorney's fees and costs of collection may include, but are not limited to, those incurred to prepare and file garnishment of property or wages, oral examinations, writs of execution, and interrogatories in the aid of enforcement of judgment. The attorney's fees and costs so incurred may be claimed in a suit or lien separate and apart from the suit in which the underlying judgment was obtained. Such attorney's fees and costs are hereby deemed to have been incurred, and are not merged into that underlying judgment.

Section 14. Creation of a Lien and Foreclosure. Any assessment levied pursuant to the Act, the Master Deed or these Bylaws, or any installment thereof that is not paid on the due date shall be delinquent. All assessments, together with management charges, costs, interest, late fees, and all attorneys' fees actually incurred, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment is made. A lien may be imposed upon any Unit in accordance with the requirements of the Act and the Maryland Contract Lien Act. The Board, on behalf of the Council of Unit Owners, may foreclose on the lien in the same manner and subject to the same requirements now or hereafter provided in the State of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or a consent to a decree. Suit for any deficiency following the foreclosure may be maintained in the same proceeding. In the event that a proceeding is brought by the Board on behalf of the Council of Unit Owners to foreclose on a lien, the Owner of such Unit may be required, upon resolution of the Board, to pay a reasonable rental for the Unit.

Section 15. Lawsuit. Any assessment levied pursuant to the Act, the Master Deed or these Bylaws, or any installment thereof that is not paid on the date when due shall be delinquent. All such assessments, together with management charges, costs, interest, late fees, and all attorneys' fees actually incurred, shall be the personal obligation of the Unit Owner. The Board, on behalf of the Council of Unit Owners, may bring an action at law against a Unit Owner legally obligated to pay the assessments in order to obtain a money judgment against the Owner for the amount of the unpaid assessments (including fines) as well as the attendant management charges, late fees, interest, legal fees and costs of collection.

Section 16. Lawsuit and Lien are Not Mutually Exclusive Remedies. Upon the placement of a lien on a Unit, the lien shall bind the Unit described in the Statement of Lien. The personal obligation of the Unit Owner to pay the assessment, however, remains the Owner's obligation and a lawsuit to recover a money judgment for non-payment of any assessments levied pursuant to the Act, the Master Deed or these Bylaws, or any installment thereof, may be maintained without foreclosing on the lien or waiving the lien established to secure payment of the assessments. Likewise, a lien may be established and enforced under the Maryland Contract Lien Act, without the Council of Unit Owners waiving the right to maintain a lawsuit to recover a money judgment; provided, however, that the Council shall not be entitled to recovery of the same delinquent assessments and aforesaid related charges more than once.

Section 17. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, saving and excepting any lien priority created by statute for the benefit of the Council, any assessment lien levied pursuant to these Bylaws upon any Unit (and any penalties, interest, late fees or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage or Deed of Trust recorded among the Land Records for Montgomery County made in good faith for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the Unit at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided in this Article V.

Section 18. Rights of Mortgagees. Upon the written request of a Mortgagee, said Mortgagee shall be entitled to the following:

- (a) To receive a copy of a notice sent to any Unit Owner of a default in the payment of an assessment for common expenses which default remains uncured for thirty (30) days or of some other default.
- (b) To inspect the books and records of the Condominium in accordance with Section 11-116 of the Act.
- (c) To receive an annual audited financial statement of the Condominium within ninety (90) days following the end of any fiscal year of the Condominium.
- (d) To receive written notice of all meetings of the Condominium with the right to designate a representative to attend such meetings.

Section 19. Payments Credited. Payments received from a Unit Owner will be credited to the outstanding balance in the following order:

- (a) Court costs, attorney's fees and other costs of collection.

- (b) Fines, other charges authorized by the Master Deed, these Bylaws or other applicable law, late fees or accrued interest, as applicable.
- (c) Special assessments.
- (d) Annual assessments.

Section 20. Partial Payments. In the event a Unit Owner attempts to make a payment of less than all monies due and owing the Condominium after collection proceedings have commenced, the Condominium’s attorney will send a letter by first class mail to the owner advising the owner that his or her account remains delinquent as to all remaining monies owed to the Condominium. The Condominium’s retention of the partial payment does not constitute a waiver of the Board’s authority to foreclose on the owner’s property or take action against the owner to collect the outstanding balance.

Section 21. Returned Check Fees. A Unit Owner may be charged a reasonable fee in an amount to be determined by the Board from time to time for checks returned for insufficient funds or any other reason.

Article VI

Maintenance, Repair, Replacement and Other Common Expenses

Section 1. By the Council of Unit Owners. Except as otherwise provided in the Master Deed, the Council of Unit Owners shall be responsible for the maintenance, repair and replacement of the Common Elements, the cost of which shall be charged to all Unit Owners as a Common Expense. The Council of Unit Owners shall also be responsible, at common expense, to maintain walks, driveways, parking areas, privacy walls and gates that border the patios, and retaining walls, as well as to maintain, repair and paint the exterior surfaces of the condominium units, including walls, roofs, windows (including only the wood frame and trim on the exterior of the Unit), doors (including painting of the exterior of door surfaces only) and chimneys.

The Council of Unit Owner's shall also be responsible for the maintenance, repair and replacement of all the sanitary and storm sewer systems and appurtenances; all water, electric, plumbing, wiring, and other facilities for the furnishing of all utility services into two or more units, but excluding therefrom all plumbing, heating and electrical appliances, fixtures, systems and parts thereof which serve only a single unit, irrespective of where such items may be physically located (i.e., inside or outside the boundaries of the unit, as defined in the Master Deed or Plat).

Any such repair or replacement shall be substantially in accordance with the original construction of the property, subject to any modifications required by changes in applicable governmental regulations and building code requirements, and using contemporary building materials and technology to the extent feasible and affordable.

The Board of Directors may elect to charge a Unit Owner the cost of maintenance, repair or replacement to a Common Element if, in the opinion of a majority of the Board, such expense

was necessitated by the negligence, misuse or neglect of that Unit Owner, his or her tenants, guests and invitees. All costs (including legal and management fees) incurred by the Condominium as a result of a Unit Owner's failure to comply with Maryland law, the Master Deed, these Bylaws, and the Rules and Regulations may be assessed against the Unit and collected in the same manner as an assessment.

Section 2. By the Unit Owner. Except as otherwise stated in the Master Deed and/or in these Bylaws, each Unit Owner shall keep his or her Unit and its equipment, appliances and appurtenances, including, without limitation, any terrace, or patio (e.g., removing grass and weeds from and leveling the patio surface), but excluding the Common Elements addressed in the immediately preceding Section 1, in good order, condition and repair and in a clean and sanitary condition.

Each Unit Owner shall also do all the redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Owner's Unit.

Each Unit Owner shall also maintain, repair and replace any and all components appurtenant to the Unit, including but not limited to pipes, wires and conduits that provide water, sewer or electric services solely to the Unit, irrespective of where said pipes, wires and conduits may be physically located (i.e., inside or outside the boundaries of the unit, as defined in the Master Deed or Plat).

Any provision of these Bylaws to the contrary notwithstanding, the Unit Owner shall be responsible for the maintenance, repair and replacement of interior and exterior (except painting of exterior surfaces of exterior doors) and windows (except for wood frame and trim on the exterior of the Unit).

Each Unit Owner shall perform the responsibilities set forth herein in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Council of Owners is responsible. All repairs and replacements by the Unit Owner shall be substantially similar to the original construction and installation and shall be of first-class quality, but may be done with contemporary building materials and equipment. Expenses incurred by the Condominium due to repairs and replacements made by or on behalf of a Unit Owner that are inconsistent with this section shall be the responsibility of the Unit Owner.

If, in the opinion of the Board Directors, a Unit Owner has not maintained his or her Unit to the standards set forth in these Bylaws, the Board may choose to perform such maintenance or repairs as it deems necessary. Except in emergency situations, in which case the Board may immediately proceed without notice, no such maintenance or repair shall be undertaken without the approval of a majority of the Board of Directors and not without reasonable written notice to the Unit Owner, which notice shall state the Board's intent to provide such necessary maintenance, repair, or replacement, at the Unit Owner's sole cost and expense, and set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Unit Owner shall have fifteen (15) days within which to authorize the Board to make the repairs at the Unit Owner's expense or to complete said maintenance, repair, or replacement; or, if such maintenance, repair, or replacement is not capable of completion within said fifteen (15) day

period, the Unit Owner shall be allowed fifteen (15) days to commence said maintenance, repair, or replacement. If any Unit Owner does not comply with the provisions hereof, the Board, by majority vote, may provide any such maintenance, repair, or replacement at the Unit Owner's sole cost and expense, and the cost thereof shall be assessed against the Unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered to the then owner of said Unit, at which time the assessment shall become due and payable and a continuing lien and obligation of said Unit Owner in all respects and collected in the same manner as an assessment. Any entry into a Unit by the Board or its authorized agents for the purpose of performing such maintenance or repair or to inspect the Unit shall not be deemed a trespass, and any costs associated with said entry shall also be charged to the Unit Owner and collected as an assessment.

The Board of Directors, in its sole discretion, may choose to enforce the provisions of this Section by bringing legal action to compel the Unit Owner to perform his or her maintenance obligation. In the event that the Board of Directors chooses to bring such an action, the costs thereof, including all attorney's fees actually incurred by the Condominium, shall be the responsibility of the Unit Owner and the Condominium shall be entitled to a judgment therefore.

Section 3. Right of Access. The Board or its authorized designee, on behalf of the Council, shall have an irrevocable right and an easement to enter Units to inspect Units or make repairs when such inspection or repairs reasonably appear necessary for public safety or to prevent damage to other Units, or to other portions of the Condominium. Except in cases involving manifest danger to public safety or property, the Board shall give at least twenty-four (24) hours' notice to an Owner of any Unit to be entered for the purpose of inspection or repairs. Should any Unit Owner, after being twice given notice, fail to allow access to his or her Unit for inspection or the performance of repairs, the Board may effect such needed access at the Owner's expense. An entry by the Board or its designee, on behalf of the Council, for the purposes specified in this Section shall not be considered a trespass. Any cost of effecting access and any maintenance, repair or replacement made by the Board to a Unit shall be assessed against the Unit and shall become a continuing lien against the Unit and the personal obligation of the Unit Owner as provided by this Article VI of these Bylaws, and shall be collected in the same manner as an assessment.

Each Unit Owner shall, within ten (10) days after acquiring title to the Unit, furnish the Managing Agent of the Condominium (or, if there is no Managing Agent then serving, such other person(s) as may designated by the Board of Directors from time to time) with his or her name, current mailing and email address and telephone number. In the event the Unit Owner does not reside in the Unit or in the Baltimore-Washington Metropolitan area, said Unit Owner shall, within ten (10) days after acquiring title to the Unit, provide the Managing Agent with the name, current mailing and email address and telephone number of an individual residing in the Baltimore-Washington Metropolitan area who can be contacted on behalf of the Unit Owner in the event of an emergency.

Section 4. Utility Charges. The cost of utilities serving the Condominium which are not individually metered to a Unit shall be a Common Expense.

Section 5. Easements for Utilities. The Board, on behalf of the Council of Unit Owners, may, by majority vote, grant easements, rights-of-way, licenses, leases, and other similar interests in excess of one (1) year for the provision of utility services or communication systems for the benefit

of Units within the Condominium. The action granting such an easement, license, right-of-way, or other similar interest shall be taken at a meeting of the Board held after thirty (30) days' notice to all Unit Owners, at which the Unit Owners shall have an opportunity to present their views on the proposed easement, license, right-of-way or other interest. Further, the easement, license, right-of-way or other interest shall contain the provisions required by the Act.

Section 6. Easements for Purposes Other Than Utilities.

(a) The Board, on behalf of the Council of Unit Owners, may grant easements, licenses, rights-of-way and other similar interests, in excess of one (1) year for purposes other than the provision of utility services or communication systems if the grant of such interest is approved by the affirmative vote of Unit Owners representing sixty-six and two-thirds percent (66 2/3%) of the total Percentage Interest in the Council (or such other lesser percentage as may be provided by the Act) and with the express written consent of the mortgagees holding an interest in those Units as to which Unit Owners vote affirmatively. Further, the easement, license, right-of-way or other interest shall contain the provisions required by the Act.

(b) The Board, on behalf of the Council of Unit Owners, may, by majority vote, grant easements, rights-of-way, licenses, leases and other similar interests for one (1) year or less for purposes other than the provision of utility services or communication systems.

Article VII

Parking

Section 1. Common Element Surface Parking Spaces. All parking spaces shall be used by the Unit Owners for self-service parking purposes on a "first come, first served" basis, except that the Board of Directors may, in its sole discretion, designate one (1) parking space for the specific use of each Unit in the Condominium, in which case each such designated space(s) shall be reserved for the use of the Unit to which it is assigned by the Board of Directors. Any additional allocation of parking spaces or privileges will be made in accordance with these Bylaws and rules and regulations that may be adopted by the Board. Maintenance and repair of all parking spaces shall be done at Common Expense.

Section 2. Obstruction of Parking Spaces is Prohibited. Nothing shall be stored upon any parking space nor shall the same be permitted to accumulate trash or debris. A vehicle belonging to any resident, guest or invitee of the Condominium shall not park in a manner which unreasonably interferes with or impedes vehicular access.

Section 3. Prohibited Vehicles. A vehicle which is inoperable, unused, dilapidated, or which is not properly registered and licensed shall not be permitted to park on any of the parking spaces. No trailers, campers, recreational vehicles, boat trailers, boats, and no trucks that exceed 7,500 pounds gross vehicle weight or other large vehicles may be parked within the Condominium except in such location(s) as may be designated for the parking of such vehicles by the Board. Additionally, no commercial vehicles may be parked on any of the parking spaces within the Condominium except in such location(s) as may be designated for the parking of such vehicles by the Board. A commercial vehicle is defined as a vehicle other than a passenger

automobile, passenger van, passenger sport utility vehicle (SUV), or passenger pick-up truck, even if those vehicles have lettering or signage on the vehicle denoting a business enterprise. Other vehicles with lettering or signage denoting a business enterprise or vehicles licensed as a commercial vehicle are prohibited, except for vehicles owned by automobile dealerships that are loaned to and/or operated by residents on a temporary basis. After a reasonable attempt at notifying the Owner of such a vehicle to remove his or her vehicle from the Condominium property, the vehicle may be towed at the expense of the vehicle's owner in accordance with local ordinance and regulation.

Section 4. Parking Rules and Regulations. Each resident shall comply in all respects with such supplementary rules and regulations which are not inconsistent with the provisions of these Bylaws, which the Board may from time to time adopt and promulgate with respect to parking and traffic control within the Condominium. The Board is hereby, and elsewhere in these Bylaws, authorized to adopt such rules and regulations. After a reasonable attempt at notifying the owner of a vehicle which is parked in violation of the rules and regulations (in accordance with the provisions of the Montgomery County Code), the vehicle may be towed at the expense of the vehicle's owner without a hearing.

Section 5. Suspension of Parking Privileges. Parking in the Common Element parking lots is a privilege that the Board of Directors may deny or restrict if any regular or special assessment is more than ninety (90) days' delinquent, or if the Owner or resident is determined to have violated any provisions of the governing documents or rules and regulations pursuant to the process set forth in Section 11-113 of the Act or in these Bylaws.

Article VIII

Utilities

Section 1. Master-Metered Utilities Payable as a Common Expense. Where utility services are provided to the Condominium, including to the individual units and to the common elements, and where the charges for such services are billed by the utility provider exclusively to the Condominium, the Condominium shall be entitled to pay the provider for such services as a common expense of the Condominium and to include such costs in the Condominium's annual budget, irrespective of whether the Condominium takes any action to recoup from the unit owners that portion of the total charges paid as a common expense that may be identified as being attributable to utility service provided to their respective units.

Section 2. Authority to Prevent Waste. Where utility services are provided to the Condominium, including to the individual units and to the common elements, and where the charges for such services are billed by the utility provider exclusively to the Condominium, the Condominium shall be entitled, in accordance with Section 11-125 of the Act, to enter individual Units to verify and correct conditions causing the Condominium to incur utility charges due to waste or disrepair, as well as to enact reasonable rules and regulations requiring prompt maintenance repair or replacement to prevent waste.

Section 3. Authority to Sub-Meter Utility Services. Notwithstanding the foregoing Section 1 of this Article, the Condominium, by and through action of its Board of Directors, with the majority approval of the unit owners, without requiring the utility provider to change the method of billing all utility consumption in the Condominium to the Condominium, and without depriving the Board of Directors of paying such charges as a common expense of the Condominium and including the same in the annual budget, may nevertheless cause to be installed any equipment required to measure the utility consumption in, for and by any unit or common element (the "submetering equipment"). Upon the installation of such submetering equipment, the Board of Directors may deem it feasible and in the best interest of the Condominium to recoup from the owner(s) of any unit the cost of utility consumption in, for and by any unit that has been or will be paid to the utility provider as a common expense. In that case, the Board of Directors may reasonably rely upon the data obtained from the submetering equipment, and shall be authorized to calculate the unit owner(s)' respective shares of the utility costs, and to charge such costs to the unit and the unit owner(s), which utility charges shall be both a continuing lien upon the unit and the personal obligation of the unit owner(s), in the same manner and to the same extent as any other assessment authorized by these Bylaws. Furthermore, where submetering equipment has been installed, and where the utility provider has indicated an ability, willingness, desire and intent both to measure utility consumption in, for and by a given unit and also to invoice the costs for such consumption to the owner(s) of said unit, the Board of Directors may, without the specific approval of the unit owners, subtract from the Condominium's common expenses and omit thereafter from its annual budget those charges attributable to utility consumption within the individual units, at which time, such charges would become the personally liability of the unit owner(s), the nonpayment of which could result in suspension of utility service to such unit by the utility provider within its sole discretion.

Article IX

Use Restrictions and Rule Making

Section 1. Authority and Enforcement. The Condominium shall be used only for those uses and purposes set out in the Master Deed and these Bylaws. The Board shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use, and enjoyment of the Units and the Common Elements, provided it complies with the following provisions:

(a) Proper notice of the proposed new or revised rules must be given to the Unit Owners, including:

- (1) A copy of the proposed new or revised rules;
- (2) The date that the Board proposes that the new or revised rules take effect;
- (3) Notice to the Unit Owners that they are permitted to submit written comments to the Board concerning the proposed new or revised rules; and
- (4) Fifteen (15) days' notice of the date of an open Board meeting to be held for the purpose of discussing the new or revised rules.

(b) Prior to the rules taking effect, an open Board meeting must be held to give the Unit Owners an opportunity to discuss the new or revised rules. The meeting is valid only if:

(1) All Unit Owners are given notice of the open Board meeting at least fifteen (15) days prior to the meeting;

(2) A quorum of the Board of Directors is present at the meeting.

(c) After the above requirements have been fulfilled, the Board can elect to adopt any or all of the proposed rules either at the end of the open Board meeting or, at a regular Board meeting or a special Board meeting held to adopt the proposed rules.

(d) The vote on the proposed rule shall be final unless:

(1) Within fifteen (15) days after the vote, to adopt the proposed rule, fifteen percent (15%) of the Council of Unit Owners sign and file a petition with the body that voted to adopt the proposed rule, calling for a special meeting;

(2) A quorum of the Council of Unit Owners attends the meeting; and

(3) At the meeting, fifty percent (50%) of the Unit Owners present and voting disapprove the proposed rule, and the Unit Owners voting to disapprove the proposed rule, and the Unit Owners voting to disapprove the proposed rule are more than thirty-three percent (33%) of the total votes in the Condominium.

Copies of all enacted rules and regulations shall be furnished to the Unit Owners. The Board shall have the power to impose reasonable fines which shall constitute a lien upon the property and shall be collected in the same manner as any other assessment levied against a Unit Owner pursuant to these Bylaws, and to suspend a Unit Owner's right to use the Common Elements and to vote. Each day of a continuing violation may be considered a separate violation. Nothing herein shall be construed to limit the Council of Unit Owners right to any other additional remedies available to it at law or in equity to enforce the Master Deed, these Bylaws, or the rules and regulations of the Council of Unit Owners. The remedies contained herein shall be construed as cumulative of the Council of Unit Owners other rights of enforcement at law or in equity or any other remedies available to the Council.

Section 2. Dispute Resolution Procedure. The Board or its designated committee may not impose a fine, suspend voting rights or the right to use and enjoy the common elements (unless the suspension or revocation is related to the Unit Owner's failure to provide a current address or due to any regular or special assessment being more than forty-five (45) days' delinquent), or infringe upon any other rights of a Unit Owner or other occupant for violation of the Master Deed, these Bylaws or Rules and Regulations unless and until the provisions of Section 11-113 of the Act, as it is amended from time to time, are followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (1) the alleged violation; (2) the action required to

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abate the violation; and, (3) a time period, not less than ten (10) days, during which the violation may be abated without further sanction if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not a continuing one.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same infraction is subsequently committed, the Board shall serve the alleged violator with written notice of a hearing to be held by the Board. The notice shall contain: (1) the nature of the alleged violation; (2) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (3) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and, (4) the proposed sanction to be imposed.

(c) Hearing. At the hearing, the alleged violator has the right to present evidence and present and cross-examine witnesses. The hearing shall be held in executive session and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the hearing. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the person who delivered such notice. The notice requirements shall be deemed satisfied if the alleged violator appears at the hearing. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed. A decision pursuant to these procedures shall be appealable to the Courts of Maryland.

(d) Sanctions. If, after notice and hearing as stated herein, the Board or its designated committee shall determine that there has been a violation of the Master Deed, the Rules and Regulations, or these Bylaws, it shall have the power to impose sanctions against the Unit Owner, including reasonable monetary fines as shall be determined by the Board or its designated committee. In the event the fines are not paid, such fines will be considered a lien against the Unit belonging to such Unit Owner, and shall be collectible in the same manner as assessment. The Condominium shall be entitled to an award of all attorney's fees and costs of collection actually incurred to collect the amount due hereunder.

(e) Owner's Failure to Comply. If any Unit Owner fails to comply with the Act, the Master Deed, these Bylaws or a decision rendered pursuant to this Section, the Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Council of Unit Owners or by any other Unit Owner. The prevailing party in any such proceeding is entitled to an award for legal fees and costs as determined by the court.

(f) Effect of Failure to Enforce Provision. The failure of the Council of Unit Owners to enforce a provision of the Act, the Master Deed, these Bylaws, or the rules and regulations on any occasion is not a waiver of the right to enforce any provision on any other occasion.

Section 3. Restriction on Use of Units and Common Elements; Rules and Regulations. Each Unit and the Common Elements shall be occupied and used as indicated in the Rules and Regulations promulgated by the Board, and as follows:

(a) Units shall be used exclusively for residential purposes.

(b) Nuisances shall not be permitted on Condominium property or within any Unit, nor shall any use or practice be permitted which is or becomes a source of annoyance to the Unit Owners. Unit Owners shall exercise extreme care to avoid unnecessary noise in the use of musical instruments, radios, televisions and amplifiers.

(c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in the Owner's Unit or on the Common Elements which will result in the cancellation of insurance on the Property, or any part thereof, or which would be in violation of any law, regulation or administrative ruling. No waste shall be committed on the Common Elements.

(d) No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over any portion of the Property shall be complied with, by and at the sole expense of the Unit Owner or the Council of Unit Owners whichever shall have the obligation to maintain or repair such portion of the Condominium, and if the latter, then the cost of such compliance shall be a Common Expense.

(e) No items shall be thrown, dropped, poured or projected from any balconies, patios, terraces, or windows. No garments, rugs or similar objects may be hung from or cleaned upon the windows or exterior of the buildings or other Common Elements.

(f) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements (except parking spaces) without the approval of the Board. No additional locks, bolts or other devices shall be installed upon the Common Elements that would obstruct ingress and egress to and from the same. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board or a designated committee, as appropriate.

(g) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units.

(h) Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the Condominium's Property or which would structurally change any buildings or improvements thereon.

(i) The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements. Notwithstanding the foregoing, it shall be permitted to keep no more than three (3) dogs, cats or other common household domestic pets, as may be defined by the Board from time

to time, in any Unit; provided, however, that no such pet is kept, bred or maintained for commercial purposes. Any dog or other pet determined to be dangerous to the community by the Board of Directors, in its sole discretion, is prohibited. Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property pursuant to, and in accordance with, the dispute resolution procedures set out herein and in accordance with Maryland law. Pets shall not be permitted upon the Common Elements except in areas designated by the Board of Directors. All pets shall be accompanied by a responsible person and are to be carried or leashed at all times upon the Common Elements. An Owner or his or her tenant who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and to have agreed to hold the Condominium free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the property. All pets shall be properly registered with Montgomery County and any other appropriate agency. Owners must, at all times, clean up after their pets and observe all Montgomery County Animal Control Laws. Notwithstanding the foregoing, the keeping of fish contained in a fish bowl, tank or aquarium shall be permitted.

(j) No signs of any character shall be erected, posted or displayed upon, in, from, or about any Unit or the Common Elements except those approved by the Board or consistent with current written guidelines established by the Board, unless otherwise provided by the Act or other applicable law. Despite the foregoing, "Open House" real estate signs shall be permitted to be placed upon the Common Elements of the Condominium on the day of an "Open House" only provided that said signs are installed no earlier than 9:00 a.m. and are removed from the Common Elements no later than 6:00 p.m. that same day. Real estate signs shall not be permitted anywhere else within the Condominium.

(k) Notwithstanding that some real estate signs may be permitted, no soliciting shall be permitted upon the property of the Condominium.

(l) Each Unit and the Common Elements shall be occupied and used in compliance with the rules and regulations, which may be promulgated and amended by the Board in accordance with the provisions of Section 11-111 of the Act. All rules and regulations shall be consistent with the Act, the Master Deed and these Bylaws.

(m) All sinks and other plumbing fixtures shall be used solely for the purpose for which they were manufactured and installed. No sweepings, rubbish, refuse, rags or other substances shall be disposed of therein. Unit Owners shall be held responsible for all damages caused to any portion of the Property that result from the intentional or negligent misuse of the plumbing fixtures by said Unit Owner or by his or her tenant(s) or guest(s) (e.g., failure of a hot water heater, interior renovations completed without approval or not in conformance with applicable building codes, or disposal of materials that plumbing fixtures are not designed or intended to accommodate).

(n) No electrical or telephone wire, air conditioning unit, or other machine, device or permanent improvement shall be installed upon the exterior of any Unit or Common Elements except in accordance with the Master Deed, these Bylaws or other applicable law.

(o) No television or communication antenna shall be installed upon the exterior of any Unit or the Common Elements except in accordance with the Federal Communications Commission Rules, the Master Deed, these Bylaws, the Rules and Regulations or other applicable law.

(p) Patios must be kept in an orderly condition so as not to detract from the neat appearance of the community. No motorcycles may be parked on patios. If a Unit Owner fails to keep his or her patio in an orderly condition, as determined by the Board of Directors in its sole discretion, in accordance with the procedures outlined in these Bylaws, the Board of Directors shall have the right, without committing trespass, to enter upon the patio and remove the objectionable items so as to restore its orderly appearance. This right of access and to remove objectionable items shall not limit the Council of Owner's right to fine or to proceed with legal action against the violating Owner. All costs incurred in enforcing this provision shall be the Unit Owner's responsibility and shall constitute a continuing lien upon the Unit and shall be collected in the same manner as an assessment. In addition, no Unit Owner of a Unit shall: (a) (i) enclose (by any glass, screen, shade, awning or curtain or in any other manner), alter or otherwise modify the patio adjoining, and entered from, such Unit, or, (ii) drape, hang, fasten or otherwise place on or over the railings of such patio any planting or other container, textile material, sign or other object; or, (b) permit any other person to take any such action. Notwithstanding the foregoing, each Unit Owner may place furniture and potted plants on the patios to their Unit, and each Unit Owner may install curtains, drapes, window shades or blinds on the interior surface of windows; provided, however, that the Board may adopt rules and regulations concerning the color of any such curtain, drape, window shade or blind that faces or is visible from outside of the Unit.

(q) Cooking or preparation of food shall not be permitted upon the general common elements except in areas specifically designated for such activity or with the express written consent of the Board of Directors.

(r) No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and every Unit shall be maintained in a clean and sanitary condition. The Board may adopt rules and regulations concerning the storage or disposal of rubbish, trash, garbage and other waste. All refuse must be securely wrapped and placed in appropriate containers for its disposal.

(s) No repairs, oil changes or disassembly of motor vehicles shall be made on any of the Common Elements. In addition, no washing, waxing, or polishing of motor vehicles shall be permitted on the Common Elements. Despite the foregoing, the ordinary cleaning of a vehicle's windows and windshields is permitted.

(t) Unit Owners shall have the right to use a flagpole and display a flag of The United States of America subject to reasonable rules and regulations regarding the placement and manner of display of the flag which may be adopted by the Board of Directors pursuant to the requirements of Section 14-128 of the Real Property Article, Annotated Code of Maryland.

(u) No drying or airing of any clothing or bedding shall be permitted outdoors on any General Common Element, nor shall any outdoor clothes-hanging devices such as lines, reels,

poles or frames of any nature be erected, installed or maintained on any General Common Element. In accordance with Sections 11-111 and 14-130 of the Real Property Article, Unit Owners' use of outdoor clothes-hanging devices within or upon any Unit may be governed by reasonable rules and regulations promulgated, adopted and enforced by the Board of Directors regarding the dimensions, placement and appearance of such devices.

Section 4. Leasing.

(a) Right to Lease. No Unit Owner shall lease a Unit except in accordance with the provisions of these Bylaws, and any leasing other than in accordance with the provisions of these Bylaws shall be null and void. Without incurring any liability whatsoever to said Unit Owner or to such tenant, the Board of Directors shall have a right to evict any tenant whose lease was not reviewed by the Board and deemed to comply with the provisions of the Act, the Master Deed, these Bylaws, or the Condominium Rules and Regulations. A "tenant" is any person occupying the Unit at a time when a Unit Owner is not occupying his or her Unit, even if the tenant has not paid any consideration. No Unit Owner shall lease his or her Unit other than in a written Lease. A Unit Owner may not lease his or her Unit for a period of less than one year, but the continuation of a lease following the expiration of its initial term, on a month-to-month basis, shall be permitted so long as there is no change in the identity of the tenant(s). The listing of any Unit with Air BnB or other short-term rental platform or service shall be prohibited.

(b) Unit Owners Responsibilities. Any approval by the Board of Directors of a lease shall not operate to relieve a Unit Owner of obligations, as a Unit Owner, that may be set forth in the Master Deed, the Act, these Bylaws, or the Condominium Rules and Regulations. During the entire term of occupancy of his or her Unit, the Unit Owner shall remain responsible for the actions or inactions of his or her tenant(s), and such actions or inactions may be cause for legal or other action as set forth in these Bylaws.

(c) Payments by Tenant. The Board of Directors shall have the authority to collect rent payments directly from any lessee who occupies a Unit leased by a Unit Owner who is more than thirty (30) days delinquent in the payment of assessments or a special assessment and may apply such rent to the account of the Unit Owner to offset delinquent assessments, late fees, interest, collection costs and attorney's fees. Any amount of such rent collected from a lessee that exceeds the amount due the Condominium by the Unit Owner shall be forwarded to the Unit Owner.

(d) Form of Lease. The Board may, in its discretion, prepare, approve and require a uniform lease form or uniform lease addendum form for use by Unit Owners, which required form(s) can be supplemented by provisions desired by the Owner which do not contradict the Master Deed, these Bylaws, the Rules and Regulations, law or public policy. The lease form or lease addendum form shall include the following provisions plus any additional provision deemed appropriate by the Board:

(1) That the right of the tenant to use and occupy the Condominium Unit shall be subject to and subordinate in all respects to the provisions of the Master Deed, these Bylaws, and the Rules and Regulations;

(2) That the Unit Owner shall provide the tenant with copies of the Master Deed, these Bylaws and the Rules and Regulations;

(3) That the tenant's breach of the Master Deed, these Bylaws, or the Rules and Regulations shall constitute a breach of the lease;

(4) That the Unit Owner's failure to require his or her tenant's compliance with the Master Deed, these Bylaws, or the Rules and Regulations or any other applicable laws and ordinances, shall result in the Council of Unit Owners, at the Owner's expense, enforcing the provisions of these documents against the tenant, such enforcement including but not limited to, evicting the tenant;

(5) That the Unit Owner's failure to pay the annual assessment, or any special or other assessment, or any installment thereof, or any fine levied against his or her Unit may result in the Council of Unit Owners collecting the assessment directly from the tenant and the tenant deducting the assessment from the rental payment owed to the Unit Owner pursuant to the lease terms.

(e) A copy of the lease and the lease addendum shall be forwarded to the Board not more than ten (10) days after the lease and addendum are executed. The foregoing provisions of this Section shall not apply to a mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of a proceeding in lieu of foreclosure.

Section 5. Family Child Care Homes.

(a) Family Child Care Homes shall be considered a commercial activity and shall not be permitted within the Condominium.

(b) In accordance with the Act, the approval of a simple majority of the total Percentage Interest of the Council of Unit Owners voting by person or by proxy at any annual or special meeting of the Owners shall be required to enact a provision allowing Family Child Care Homes within the Condominium, and said provision shall constitute an amendment to the Master Deed and these Bylaws. If enacted, the provision permitting Family Child Care Homes may be eliminated and Family Child Care Homes may once again be prohibited by the further amendment of these Bylaws in accordance with the provisions hereof.

(c) In the event that Family Child Care Homes are allowed within the Condominium, they are subject to the following:

(1) The Board of Directors may regulate the number of percentage of Family Child Care Homes operating in the Condominium, provided that the percentage of Family Child Care Homes permitted may not be less than 7.5% of the total Units of the Condominium, or as otherwise provided by the Act.

(2) The Owner or "Child Care Provider" (as defined by the Act) operating the Family Child Care Home shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions set forth in Title 5,

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Subtitle 5 of the Family Law Article of the Maryland Annotated Code. The Owner shall provide a copy of the license to the Board of Directors prior to establishing and operating the Family Child Care Home and upon each renewal thereof.

(3) The Owner or Child Care Provider shall obtain the liability insurance described in Article 48A, Section 481D of the Maryland Annotated Code, in at least the minimum amount described in that Section. The Owner or Child Care Provider may not operate the Family Child Care Home without the liability insurance described herein, and shall present proof of insurance to the Board of Directors before establishing and operating the Family Child Care Home and upon any renewal of the policy. The Condominium may not require the Owner or Child Care Provider to obtain insurance in an amount greater than the minimum amounts set forth in the Code Section set forth above.

(4) The Owner or Child Care Provider shall pay, on a pro rata basis with other Family Child Care Homes then in operation at the Condominium, any increase in the Condominium's insurance costs attributable solely to the establishment and operation of the Family Child Care Home, and upon presentation of a statement from the Board setting forth the increased insurance costs, and requesting payment of same. The increased insurance costs shall be considered an assessment against the Unit, and may be collected in the same manner as an assessment.

(5) The Owner or Child Care Provider shall be responsible for payment of an annual fee determined by the Board of Directors, for the Family Child Care Home's entitlement to use of the Common Elements. The Board shall establish the fee and shall advise all Owners or Child Care Providers operating Family Child Care Homes of the amount due on an annual basis. The fee for each Owner shall not be in an amount in excess of Fifty Dollars (\$50.00) or any greater amount permitted by the Act. Upon presentation of a statement for the annual fee and demand for payment, the Owner or Child Care Provider shall promptly remit payment to the Board of Directors. The fee shall be considered an assessment against the Unit, and may be collected in the same manner as an assessment.

Section 6. No-Impact Home-Based Businesses.

(a) No-Impact Home-Based Businesses as defined by the Act shall be permitted within the Condominium.

(b) In accordance with the Act, the further amendment of these Bylaws, in accordance with the provisions hereof, shall be required to enact a provision prohibiting No-Impact Home-Based Businesses within the Condominium, and said provision shall constitute an amendment to the Master Deed and these Bylaws. If enacted, the provision may be eliminated and No-Impact Home-Based Businesses may once again be permitted, in accordance with the Act, by the vote of a simple majority vote of the total Percentage Interest of the Council of Owners voting in person or by proxy at any annual or special meeting of the Owners.

(c) No business, trade or profession may be engaged in any manner within the Condominium if it is not a No-Impact Home-Based Business as defined by the Act.

Section 7. Covenants Committee.

(a) Purpose. The Board may establish a Covenants Committee (the “Committee”) consisting of three (3) members appointed by the Board, each to serve at the pleasure of the Board for a term of one (1) year. If the Board of Directors fails to appoint a Covenants Committee, the Board of Directors shall be deemed the Covenants Committee. The Managing Agent will assist the Covenants Committee in its function.

(b) Powers. The Committee shall be responsible for enforcement of these Bylaws, the Master Deed, the Act, and Rules and Regulations, excluding architectural matters handled by the Architectural Control Committee or the Board. The Committee shall have the power to issue a cease and desist order to a Unit Owner, his or her tenants, guests, or invitees whose actions are inconsistent with the provisions of the Act, the Master Deed, these Bylaws, the Rules and Regulations, or the resolutions of the Board. The Committee may act either upon a petition of any Unit Owner or upon its own motion. Any action, ruling or decision of the Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party and a vote of a majority of the Board may modify, affirm, or reverse any such action, ruling or decision. If the Board of Directors is acting as the Covenants Committee then its decision is final and shall only be appealable to the Courts of Maryland. The Committee shall follow all procedures set forth in this Article for the resolution of disputes.

(c) Authority. The Committee shall have such additional duties, powers and authority as the Board may from time to time provide by resolution. The Board may relieve the Committee of any duties, powers and authority either generally, or on a case by case basis, by a vote of a majority thereof. The Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the rules and regulations or by resolution of the Board.

Article X

Architectural Control

Section 1. Architectural Control Committee. The Board of Directors may exercise all of the powers and duties ascribed in this Article to the Architectural Control Committee (“ACC”) or may, in its sole discretion, appoint an ACC to do all such things. Members of the ACC serve at the pleasure of the Board for a term of one (1) year.

Section 2. Architectural Changes Must Be Approved. The Board of Directors of the Condominium or its designated ACC, if appointed, shall exercise all authority granted in the Master Deed or these Bylaws over architectural control. Except as otherwise provided by these Bylaws, a Unit Owner shall not install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, screens, awnings, decorations, fences, walls, aerials, antennas or other signal receiving devices (to the extent allowed by applicable law), slabs, sidewalks, curbs, gutters, patios, porches, balconies, sheds, or other accessory structures, driveways, or windows or doors, or make any change or otherwise alter, including an alteration in color, in any manner whatsoever the exterior of any Unit or the Common Elements, or make any change or alteration within any Unit which will affect the Property, interest or welfare of any other Owner, materially increase the cost of operating or insuring the Condominium, or impair any easement,

until the complete plans and specifications, showing the location, nature, shape, change, including, without limitation, any other information specified or required by the Board of Directors or its designated committee, have been submitted to and approved in writing by the Board of Directors or by its designated committee.

If any Structure is altered, erected, placed or maintained on any Unit other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of these Bylaws and, promptly after the Condominium gives written notice thereof to its Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, the Owner has not taken reasonable steps to correct the violation, any agent to the Condominium may enter upon such Unit and take such steps as are reasonably necessary to correct the violation in which case the Owner shall be personally liable to the Condominium for the cost thereof which shall become an assessment against the Unit and may be collected in the same manner as an assessment.

Any member of the Board or ACC, upon the occurrence of a violation of the provisions of these Bylaws, and after the Board or ACC gives written notice thereof to the Owner of the applicable Unit, at any reasonable time, may enter upon and inspect any Unit and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Structure or Alteration are in accordance with the provisions hereof.

Regardless of the Architectural merits of any request for modification or alteration to a Unit, no consent of the Board or ACC will be granted to any Unit Owner(s) for such modification or alteration so long as there remains any past due balance owed to the Condominium by the Unit Owner(s) of the Unit for the payment of assessments, late fees, interest, costs, attorney's fees, fines or other duly levied charge of any type whatsoever. This provision may be waived in the sole discretion of the Board for: (1) those Unit Owner(s) that have previously negotiated a plan with the Board to bring any past due balance current and are complying in all respects with the terms of said plan; or, (2) circumstances in which the Board determines it is in the best interest of the Condominium or a Unit Owner to allow a modification or alteration on a Unit.

Section 3. Approval and Disapproval of Architectural Alterations. Upon the Board's or ACC's approval of a Unit Owner's complete architectural construction or alteration request, the approved plans and specifications submitted with the request shall become part of the Condominium's permanent records with respect to the Unit, and a copy of the plans and specifications bearing the Board's or ACC's written approval shall be returned to the Unit Owner. In the event the Board or ACC fails to approve or disapprove any architectural construction or alteration request within thirty (30) days, the request is automatically disapproved. However, the architectural construction or alteration request shall be deemed to be resubmitted to the ACC on the 31st day after the original request. The Board or ACC may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article.

The Board or ACC may disapprove any plans submitted to it whenever, in its opinion, any of the following circumstances exist:

(a) such plans, or any Structure or use covered by such plans, are not in accordance with the provisions of the Master Deed, Bylaws, Rules and Regulation, or Guidelines;

(b) such plans do not contain information which the Board or ACC may reasonably require to be contained therein;

(c) any Structure covered by such plans is incompatible with any Structure or use upon, within or of any Unit, due to the former's exterior design, height, bulk, shape, color scheme, finish, style or architecture, configuration, appearance, materials, location or relative cost;

(d) the construction or existence of any Structure called for by such plans would threaten the structural integrity of the Condominium or impair the degree or quality of any means of access to, or of utility service being provided to, any other Unit; or

(e) any use covered by such plans is incompatible with any Structure or use upon, within or of any Unit;

(f) any other set of circumstances which, in the Board's or ACC's reasonable judgment, would render any Structure or use covered by such Plans inharmonious with the general plan of improvement of the Condominium.

The decisions of the Board or ACC shall be final, except that, if the decision was made by an appointed ACC, any Unit Owner aggrieved by any action or forbearance from action by the ACC, may, within thirty (30) days thereof, appeal the decision to the Board; and, upon the written request of such Unit Owner, said Unit Owner shall be entitled to a hearing before the Board. A vote of a majority of the Board may modify, affirm, or reverse any action, ruling or decision of the ACC. In the event that the Board is acting as the ACC, or if no ACC has been appointed, the decision of the Board shall be final and not subject to appeal.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Board or ACC, pursuant to the provisions of this Article, shall be commenced within six (6) months following the date upon which the same are approved by the Committee and shall be substantially completed within twelve (12) months following the date of commencement or within such longer period as the Board or ACC shall specify in its approval. In the event construction is not commenced within the aforesaid period, then approval of the plans and specifications by the Board or ACC shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from the plans and specifications approved by the Board or ACC without its prior written consent. The Board's or ACC's approval of plans and specifications does not constitute a certification of structural soundness or constitute compliance with governmental building codes or other regulations. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Council of Unit Owners and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Council of Unit Owners by an authorized Officer only, without however incurring any liability on the part of the Board of Directors, the Council of Unit Owners or any of them to any contractor, subcontractor, or materialmen on account of such

addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom. The requesting Unit Owner shall, at the Board's or ACC's request, furnish the Board or ACC with appropriate building permits or other governmental approvals. The Unit Owner shall also be required, at the Committee's request, to submit a certificate of structural soundness from an architect or engineer. The cost of such certificate shall be borne solely by the requesting Unit Owner. Approval of any particular plans and specifications or design by the Board or ACC shall not be construed as a waiver of the right of the Board or ACC to disapprove identical or similar plans, specifications or designs, or elements or features thereof, in the event such plans, specifications or designs are subsequently submitted for use in any other instance.

Section 5. Certificate of Compliance. Upon the completion of any construction or alteration in accordance with plans and specifications approved by the Board or ACC and with the provisions of this Article, the Board or ACC shall, at the request of the Unit Owner, issue a certificate of compliance which shall be prima facie evidence that such construction or alteration referenced in such certificate has been approved by the Committee and was constructed or installed in full compliance with the provisions of the Board's or ACC's written approval and with the provisions of this Article, and any rules and regulations enacted pursuant hereto, and such other provisions of these Bylaws as may be applicable.

Section 6. Rules and Regulations. Upon the request of the Board, if appointed, the ACC shall, from time to time, propose for consideration of and adoption by the Board, rules and regulations regarding the form and content of plans and specifications to be submitted for approval to the ACC by Unit Owners requesting construction or alterations to their Units. These rules and regulations will include the requirement that at least four Unit Owners that are direct neighbors of the requesting Unit Owner have to give their written concurrence with the proposed architectural change. Also, these rules will not preclude the submission of a proposed architectural change on behalf of a group of Unit Owners, each requesting the same type of architectural change. The ACC may also be requested by the Board to propose such statements of architectural policy, standards, guidelines, design and style as it deems necessary and proper. The promulgation of such rules, regulations and related provisions shall be by the Board in accordance with these Bylaws and Section 11-111 of the Act. No such rules and regulations, guidelines, statements or the like shall be construed to waive or modify any of the provisions of this Article or any other provisions or requirements of these Bylaws.

Article XI

Insurance

Section 1. Authority to Purchase.

(a) Except as otherwise provided in Section 5 of this Article, all insurance policies relating to the Condominium shall be purchased by the Board. Neither the Board nor the Managing Agent shall be liable for failure to obtain any coverage required by this Article, or for any loss resulting from such failure, if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is available only at a demonstrably unreasonable cost.

(b) Each policy obtained by the Board shall provide that:

(1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her ownership of an undivided interest in the Condominium and membership in the Council of Unit Owners;

(2) The insurer waives any right to claim by way of subrogation against the Council of Unit Owners, the Board, or the Unit Owners, and their respective agents, employees, guests and in the case of each Unit, the members of each household;

(3) Such policy may not be canceled, invalidated or suspended due to the conduct of any Unit Owner (including a Unit Owner's invitees, agents and employees) or of any member, officer or employee of the Board or the Managing Agent, without a prior demand in writing that the Board or the Managing Agent cure the defect;

(4) Such policy may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least forty-five (45) days prior written notice to the Board and the Managing Agent and all Mortgagees;

(5) Until the expiration of forty-five (45) days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees or household members, nor canceled for non-payment of premiums;

(6) Such policy shall contain a standard mortgagee clause in favor of each mortgagee of a Unit to the extent of the portion of the coverage of the policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such mortgagee and the Owner as their interests may appear, subject, however to the loss payment and adjustment provisions in favor of the Board of Directors contained in Section 6 of this Article.

(c) All policies of insurance shall be written by reputable companies licensed to do business in the State of Maryland to the extent reasonably available.

(d) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the policy is primary insurance not contributing with the other insurance.

Section 2. Physical Damage Insurance.

(a) The Board shall obtain and maintain a blanket, "special" or "all-risk" form policy of property insurance with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable), debris removal, cost of demolition and water damage endorsements, insuring the entire Property (but not including furniture, wall coverings, furnishings or other personal property supplied or installed by Unit Owners), together with all air conditioning equipment and other service machinery contained therein and covering the interests

of the Council of Unit Owners, the Board and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to one hundred percent (100%) of the then current replacement cost of the property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for such depreciation (such amount to be re-determined annually by the Board with the assistance of the insurance company affording such coverage). The Board of Directors shall also obtain and maintain such coverage on all real and personal property owned by the Council of Unit Owners. Such policy shall be written on a "single-entity" basis and not on a "bare-wall studs-out" basis, unless otherwise required by the Act.

(b) Such policy shall also provide:

(1) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to these Bylaws not to do so;

(2) The following endorsements (or equivalent) shall, to the extent possible, be included in such policy: (A) "condominium replacement cost"; (B) "no-control"; (C) "contingent liability from operation of building laws or codes"; (D) "increased cost of construction"; (E) an "agreed amount" or "elimination of co-insurance" clause; and (F) "cost of demolition";

(3) That any "no other insurance" clause expressly excludes individual Unit Owners' policies from its operation so that the physical damage policy purchased by the Board shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their mortgagees, unless otherwise required by law.

(c) A duplicated original (or certificate of insurance) of the policy of physical damage insurance, all renewals thereof, and any sub-policies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to any Mortgagee requesting the same in writing. Prior to obtaining any policy of physical damage insurance or any renewal thereof the Board of Directors shall obtain a statement from an insurance company, or such other source as the Board may determine, of the then current replacement cost of the Condominium (exclusive of the land, excavations, foundations and other items normally excluded from coverage), without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this section.

Section 3. Liability Insurance. The Board shall obtain and maintain commercial general liability (including libel, slander, false arrest and invasion of privacy coverage) and property damage insurance in such limits as the Board may from time to time determine, insuring each member of the Board, the Managing Agent, each Unit Owner and the employees of the Council of Unit Owners against any liability to the public or to Unit Owners (and their invitees, agents and employees) arising out of, or incident to, the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain:

- (a) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his or her action against another named insured;
- (b) hired and non-owned vehicle coverage;
- (c) host liquor liability coverage (and liquor liability, if required) with respect to events sponsored by the Council of Unit Owners;
- (d) deletion of the normal products exclusion with respect to events sponsored by the Council of Unit Owners; and
- (e) a “waiver of subrogation” that shall preclude the insurer from denying coverage because of the negligent acts of the Council of Unit Owners or a Unit Owner. The Board shall review such limits once each year, but in no event shall such insurance be less than One Million Dollars (\$1,000,000.00), covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of “umbrella” liability insurance in excess of the primary limits shall also be obtained.

Section 4. Other Insurance. The Board shall obtain and maintain:

- (a) adequate fidelity insurance or fidelity bond coverage as required in Article III, Part C, Section 19 of these Bylaws.
- (b) directors and officers liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim which affords protection for the Directors, Officers, Board and Committee Members, Employees, Management Agents, and others as determined by the Board of Directors, any Unit Owner acting as a volunteer on behalf of the Council of Unit Owners at the direction of the Board of Directors against claims alleging errors, omissions or other wrongful acts with respect to his or her service with the Condominium;
- (c) if required by any governmental or quasi-governmental agency, including but not limited to, the Federal National Mortgage Corporation or the Federal Home Loan Mortgage Corporation or the Veterans Administration, flood insurance in accordance with the then applicable regulations of such agency;
- (d) worker’s compensation insurance if and to the extent necessary to meet the requirements of law (including a voluntary employees endorsement and an “all states” endorsement);
- (e) if applicable, pressure, mechanical and electrical equipment including air conditioning equipment coverage on a comprehensive form in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per accident per location; and
- (f) such other insurance as the Board may determine from time to time to be desirable or necessary.

Section 5. Unit Owner Policies. Each Owner shall, at his or her own expense, obtain additional insurance ("Owner's Individual Insurance") respecting his or her Unit as contemplated under Section 11-114 and 11-114.2 of the Maryland Condominium Act and these Bylaws. Owner's Individual Insurance coverage on Residential Units shall be written on a condominium Unit Owner's policy form, and must include personal liability coverage with limits as determined by the Board of Directors, from time to time. Said limit shall be combined single limit bodily injury and property damage. Such policy or an endorsement or rider to such policy shall include, if available, "Building Coverage" or its equivalent to cover damage which is less than the amount of any deductible under the Condominium's master property damage insurance coverage or to cover any portion thereof for which the owner may be liable. A Tenant who is renting or leasing a Unit shall provide general liability renter's insurance in the same amounts and with the same terms as that required for Owner's Individual Insurance. The Board may, from time to time, adopt rules which set additional or greater requirements for Owner's Individual Insurance coverage, including the minimum amount of Building Coverage and Liability Coverage to be included and the maximum amount of the permissible deductible. No Owner shall be entitled to exercise his or her right to maintain insurance coverage in any manner which would decrease the amount which the Board, on behalf of all the Owners, will realize under any insurance policy which the Board may have in force on the Condominium at any particular time. Each Unit Owner shall provide evidence of the required insurance to the Condominium annually.

Section 6. Board of Directors as Agent. The Board is hereby irrevocably appointed the agent for each Unit Owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium property to adjust and to settle all claims arising under insurance policies purchased by the Board and to execute and to deliver releases upon the payment of claims.

Section 7. Insurance Deductible. In the event of an insured loss to a Unit or Common Element under the Condominium's master casualty insurance policy, if the loss is caused by anything in a Unit or anything deemed to be part of the Unit, the Owner of said Unit shall bear the responsibility for all costs, including the insurance deductible up to the amount of five thousand dollars (\$5,000.00) or such greater amount as may be permitted from time to time by the Act, without regard to the negligence of the Unit Owner or his or her tenant, guest or invitee. In the event there are contributing sources to the damage, all costs, including the payment of the insurance deductible, shall be apportioned as determined by the Board of Directors, in its sole discretion. The amount of the insurance deductible owed by a Unit Owner shall be charged as an Assessment and may be collected in the same manner as an Assessment in accordance with Section 11-110 of the Maryland Condominium Act. The amount of the insurance deductible which exceeds five thousand dollars (\$5,000.00), or such greater amount as may be permitted by the Act, is the responsibility of the Council and is a common expense. Further, if the loss originates from the common elements, the insurance deductible shall be paid by the Council as a common expense. If the amount of damage does not meet the deductible, no claim shall be filed against the master casualty insurance policy. NOTICE IS HEREBY GIVEN THAT THE CONDOMINIUM INSURANCE POLICIES REFERRED TO HEREIN DO NOT INSURE ANY ADDITIONS, ALTERATIONS, IMPROVEMENTS, BETTERMENTS OR MODIFICATIONS TO ANY UNIT, UNLESS OTHERWISE DETERMINED BY THE BOARD OF DIRECTORS. FURTHERMORE, NO INSURANCE POLICY OBTAINED BY THE COUNCIL PURSUANT TO THESE BYLAWS OR THE ACT SHALL PROVIDE COVERAGE FOR THE PERSONAL PROPERTY OF THE OWNER OR OCCUPANT OF ANY UNIT.

The Condominium shall inform each Unit Owner annually in writing of:

- (a) The Unit Owner's responsibility for the Condominium's property insurance deductible; and,
- (b) The amount of the deductible.

Section 8. Subrogation. In the event that the Council is required to pay a deductible amount in excess of the Five Thousand Dollars \$5,000.00 (or such greater amount as permitted by the Act) due and payable by the Unit Owner for a loss the cause of which originated in the Unit, the Council shall be entitled to subrogate against said Unit Owner, his or her tenants, guests, or invitees for the full amount paid by the Council, less any amounts already paid by the Unit Owner, plus costs and all attorney's fees actually incurred if the Board of Directors determines, in its sole discretion, that the Unit Owner or his or her tenants, guests or invitees was negligent and caused the damage.

Section 9. Uninsured Loss. In the event of an uninsured loss, if the loss is caused by anything in a Unit or for which the Unit Owner has the maintenance, repair or replacement responsibility, the Owner of said Unit shall, regardless of fault, bear the responsibility for all damages and costs associated with such loss, including repairs to the Unit, other Units and the common elements and all costs and attorney's fees actually incurred, the aggregate of which shall become an assessment and a lien against the Unit and collectible in the same manner as an assessment.

Section 10. Payment of Proceeds. There shall be no insurance trustee, or, if one is required, the Board of Directors shall act as the Trustee. All proceeds of physical damage insurance policies purchased by the Board of Directors for the benefit of the Condominium shall be paid to the Board of Directors. The Board shall disburse such funds as it determines appropriate.

Section 11. Reporting Damage to Individual Units. Notwithstanding requirements set forth in any insurance policy procured pursuant to Article XI, Section 2 or Article XI, Section 5 of these Bylaws, in the event of damage to a unit originating from an unknown source, from another unit, or from a common element, the Owner of the affected Unit shall first notify the insurance carrier or agent for the policy maintained by the Owner pursuant to Article XI, Section 5 hereof, as well as the Management Office and the Owner of the Unit where the cause of the insured loss is believed to have originated (if known). The Management Office will inspect the damage to determine its origin and document the extent of damage before the Unit Owner may commence demolition, remediation, repairs or reconstruction in or to the affected Unit or otherwise take action that would preclude any insurance adjuster from viewing the full extent of damage to the affected unit before such work is commenced.

Article XII

Casualty Damage—Repair or Reconstruction

Section 1. When Repair and Reconstruction are Required. Except as otherwise provided in this Article, in the event of damage to or destruction of all or any portion of the Condominium as a result of fire or other casualty, the Board shall arrange for and supervise the prompt repair and restoration of the Building, including any damaged Units, and floor coverings, fixtures and

appliances installed therein at the time of conveyance by the developer, and replacements thereof installed by the Unit Owners up to the value of those initially installed by the developer, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Unit Owners in the Units unless covered by the insurance obtained by the Council of Unit Owners. Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of his or her Unit.

Section 2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to all or any portion of the Condominium, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the Condominium to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board deems necessary.

(b) Assessments. If the proceeds of insurance are insufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and, to the extent that the reserve funds are insufficient to cover the costs, the shortage shall be deemed a Common Expense and a special assessment for the amount of the insufficiency shall be levied against the Unit Owners in proportion to their Percentage Interest.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of the property, subject to any modifications required by changes in applicable governmental regulations and building code requirements, and using contemporary building materials and technology to the extent feasible.

Section 3. Disbursements of Construction Funds.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of a casualty as well as the assessments collected from the Unit Owners on account of such casualty shall be held by the Board and shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the estimated cost of reconstruction and repair is less than fifty percent (50%) of the total annual assessment for common expenses for that fiscal year, then the construction fund shall be disbursed in payment of such costs by the Board of Directors.

(2) If the estimated cost of reconstruction or repair is fifty percent (50%) or more of the total annual assessment for common expenses for that fiscal year or more, then the construction fund shall be disbursed in payment of such costs by the Board of Directors only upon approval of an architect qualified to practice in Maryland and employed by the Board to supervise such work. Payment shall be made from time to time, as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work stating

that: (1) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (2) there is no other outstanding indebtedness known to the architect for the services and materials described; and (3) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(b) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall either be divided among all Unit Owners in proportion to their Percentage Interest and shall be distributed in accordance with the priority of interests at law or in equity in each Unit, or, if the Board deems appropriate, shall be placed in the Council's reserve account.

(c) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing those portions of the Common Elements which enclose and service the Units, then to the cost of repairing the other Common Elements and thereafter to the cost of repairing the Units.

Section 4. When Reconstruction is Not Required. Except in the case of insubstantial damage to the general common elements, if any portion of the Condominium is damaged or destroyed it shall be repaired or replaced promptly by the Council of Unit Owners unless:

(a) The Condominium is terminated; or,

(b) Fifty percent (50%) of the Unit Owners, including every Owner of a Unit which will not be repaired or replaced, vote not to repair or replace such areas. If the Board of Directors elects not to repair insubstantial damage to the general common elements, the Board of Directors shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Condominium and the balance of any insurance proceeds received on account of such damage shall be distributed or credited, as the Board of Directors may decide, to all Unit Owners in proportion to their respective Percentage Interests. If the Condominium is terminated pursuant to Section 11-123 of the Act, the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided by the Board of Directors among all Unit Owners in proportion to their respective Percentage Interests, after first paying out of the share of each Unit Owner, to the extent sufficient therefore, any and all amounts due the Condominium from the Unit Owner pursuant to these Bylaws, and then the amount of any unpaid liens on the Units in the order of priority of such liens.

Section 5. Eminent Domain and Condemnation. Damages for a taking of all or part of the Condominium shall be awarded as provided by Section 11-112 of the Act.

Section 6. Termination. The Condominium may be terminated in accordance with Section 11-123 of the Act.

Article XIII

Resale of Units

Section 1. Notice to Contract Purchaser. A Unit Owner shall provide a contract purchaser of the Owner's Unit with the following information and disclosures not later than fifteen (15) days (or within such other time period required by the Act) prior to closing:

- (a) Copies of the Condominium's Master Deed, these Bylaws and the Rules and Regulations;
- (b) A resale certificate from either the Board or the Managing Agent;
- (c) A statement by the Unit Owner as to whether the Unit Owner has knowledge:
 - (1) That any alteration to the Unit violates any provisions of the Master Deed, these Bylaws or the Rules and Regulations; and,
 - (2) Of any violation of the health or building codes with respect to the Unit.
- (d) Such other disclosures as may be required by the Act.

Section 2. Notice to Board of Directors. Within ten (10) days after purchasing a Unit within the Condominium, the Unit Owner shall supply the Managing Agent with his or her name, current mailing and email address and telephone number. An Owner's failure to provide the Managing Agent with this information will render the Unit Owner ineligible to vote at any meeting of the Council of Unit Owners until such time as the Owner has complied.

Article XIV

Fiscal Management

Section 1. Maintenance and Inspection of the Books and Records.

- (a) The books and accounts of the Council of Unit Owners shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The books shall be kept with detailed accounts, in chronological order, of the receipts, expenditures, and other transactions of the Council of Unit Owners. The books and records shall specify the maintenance, repair and service expenses of the Common Elements incurred by the Council of Unit Owners.
- (b) All members of the Council of Unit Owners and any institutional holder of a first mortgage shall, upon written request, be entitled to inspect, in accordance with the Act, all books and records of the Council of Unit Owners during normal business hours at the office of the Council of Unit Owners or other place designated reasonably by the Board as the depository of such books and records. Books and records of the Council of Unit Owners are to be kept in a location as may be prescribed by the Act.

(c) If a Unit Owner requests in writing a copy of financial statements of the Condominium or the minutes of a meeting of the Board of Directors or other governing body of the Condominium to be delivered, the Board of Directors or other governing body of the Condominium shall compile and send the requested information by mail, electronic transmission, or personal delivery:

(1) Within twenty-one (21) days after receipt of the written request, if the financial statements or minutes were prepared within three (3) years immediately preceding receipt of the request; or

(2) Within forty-five (45) days after receipt of the written request, if the financial statements or minutes were prepared more than three (3) years before receipt of the request.

(d) Books and Records kept by or on behalf of a Condominium may be withheld from public inspection, except for inspection by the person who is the subject of the record or the person's designee or guardian, to the extent that they concern:

(1) Personnel records, not including information on individual salaries, wages, bonuses, and other compensation paid to employees;

(2) An individual's medical records;

(3) An individual's personal financial records, including assets, income, liabilities, net worth, bank balances, financial history or activities, and creditworthiness;

(4) Records relating to business transactions that are currently in negotiation;

(5) The written advice of legal counsel; or,

(6) Minutes of a closed meeting of the Board of Directors or other governing body of the Condominium, unless a majority of a quorum of the Board of Directors or governing body that held the meeting approves unsealing the minutes or a recording of the minutes for public inspection.

(e) Except for a reasonable charge imposed on a person desiring to review or copy the books and records or who requests delivery of information, the Condominium may not impose any charges under Section 11-116 of the Act. A charge imposed pursuant to this Section for copying books and records may not exceed the limits authorized under Title 7, Subtitle 2 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland.

Section 2. Auditing. At the close of each fiscal year, the books and records of the Council of Unit Owners shall be audited by an independent auditor whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Council of Unit Owners shall furnish its members, and any Mortgagees who

have so requested in writing, with an annual financial statement including the income and disbursements of the Council of Unit Owners.

Article XV

Amendments

Section 1. Amending the Bylaws. These Bylaws may be modified or amended either (i) by a vote of Unit Owners in good standing representing sixty percent (60%) of the total Percentage Interest of the Council of Unit Owners (or such lesser percentage as may be provided in the Act), present in person or by proxy or by electronic transmission, at any regular or special meeting of the Council of Unit Owners; or, (ii) pursuant to a written instrument duly executed by Unit Owners in good standing representing sixty percent (60%) of the total Percentage Interest of the Council (or such lesser percentage as may be provided in the Act). An amendment shall not become effective until it is recorded among the Land Records of Montgomery County, Maryland.

Section 2. Proposing Amendments. Amendments to these Bylaws may be proposed by the Board or by petition signed by Unit Owners representing twenty-five percent (25%) of the total Percentage Interest of the Council of Unit Owners, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the Council of Unit Owners at which such proposed amendment will be considered and/or voted upon.

Section 3. Mortgagees' Approval. These Bylaws contain provisions concerning various rights, priorities, remedies and interests of the mortgagees of Units. Such provisions of these Bylaws are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, the Council of Unit Owners shall not, without the prior consent of first mortgagees having a security interest in at least a majority of the Units, take any of the following actions:

- (a) Abandon or terminate the Condominium regime; or,
- (b) Modify or amend any material provisions of these Bylaws or the Master Deed; or,
- (c) Change the pro-rata interest or obligations of any Unit for:
 - (i) Purposes of levying assessments or common expenses or for allocation distributions of hazard insurance proceeds or condemnation awards; and,
 - (ii) Determining the pro-rata share of ownership of each Unit in appurtenant Common Elements; or,
- (d) Partition or subdivide any Unit; or,
- (e) Except as provided in the Act in the case of substantial loss to the Units and/or the Common Elements, resolve to use the proceeds of casualty insurance for any purpose other than the repair or restoration of the Property; or,

- (f) Abandon, partition, subdivide, encumber, sell or transfer the Common Elements.

In accordance with the Act, if a mortgagee who receives a written copy of a proposed amendment to these Bylaws fails to object, in writing, to the proposed amendment within sixty (60) days from the date of actual receipt of the proposed amendment, that mortgagee shall be deemed to have consented to the adoption of the amendment, unless the proposed amendment:

- (a) Alters the priority of the lien of the mortgage or the deed of trust;
- (b) Materially impairs or affects the Unit as collateral; or,
- (c) Materially impairs or affects the right of the mortgagee to exercise any rights under the mortgage, deed of trust, or applicable law.

Article XVI

Miscellaneous

Section 1. Notices. Unless otherwise provided in these Bylaws all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, through the mail slot of the door of an individual Unit, or if deposited in the U.S. Mail with sufficient first class, prepaid postage, as follows:

- (a) If to a Unit Owner, at the address which the Unit Owner has designated in writing and filed with the Secretary or the Managing Agent, or, if no such address is designated, at the address of the Unit of such Unit Owner. If a Unit is owned by more than one person, each such person who so designates an address in writing to the Secretary or the Managing Agent shall be entitled to receive all notices hereunder;
- (b) If to the Council, the Board, or the Managing Agent, at the principal office of the Council or the Managing Agent, if any, or at such other address as shall be designated by written notice to the Unit Owners in accordance with this Section.
- (c) If to a Mortgagee, said notice shall be sent by registered or certified mail to the respective addresses as designated by them from time to time in writing, to the Board of Directors.

Section 2. Right to Inspect, Remove and Correct Violations. Provided that the procedures set forth in Article VIII, Section 2 have been followed, then in the event a violation is not removed or the violation is not otherwise terminated or abated within the time prescribed by the Board, the Condominium shall have the right, through its agents and employees to enter such Unit and to take such steps as may be necessary to remove or otherwise terminate or abate such violation, and the costs thereof including all attorney's fees actually incurred thereby may be assessed against the Owner and thereafter said fees shall constitute a lien against the Unit and be collectible in the same manner as an assessment. The Condominium shall have the further right, through its agents and

employees to enter upon and inspect any Unit at any reasonable time for the purpose of ascertaining whether any violation of the provisions of the Master Deed, Bylaws or Rules and Regulations exist within such Unit, and neither the Condominium nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 3. Legal Proceedings. Failure to comply with the terms of the Master Deed, these Bylaws and the duly enacted Rules and Regulations shall be grounds for relief, including, without limitation, an action to recover sums for money damages, injunctive relief, foreclosure of the lien for non-payment of assessments and any other relief afforded by a Court of competent jurisdiction, all of which relief may be sought by the Council of Unit Owners, or by any other Unit Owner. Failure or forbearance by the Council of Unit Owners or by a Unit Owner to enforce a provision of the Master Deed, these Bylaws or the duly enacted Rules and Regulations shall in no event be deemed a waiver of the right to enforce any provision on any other occasion. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any covenant or provision of the Master Deed, these Bylaws and the duly enacted Rules and Regulations cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 4. Costs and Attorney's Fees. In any legal proceeding instituted by a Unit Owner, or arising out of an alleged default by a Unit Owner, the substantially prevailing party shall be entitled to recover the costs of such proceeding and all attorneys' fees actually incurred. In the event that a legal proceeding was not filed against a Unit Owner, but attorney's fees were nonetheless incurred in enforcing the Master Deed, these Bylaws or the duly enacted Rules and Regulations against a Unit Owner, the Board may assess all such attorney's fees against the Owner and thereafter said fees shall constitute a lien against the Unit and be collectible in the same manner as an assessment. The Condominium shall be further entitled to recover from a defaulting Unit Owner all attorney's fees and costs of collection actually incurred by the Council of Unit Owners to collect upon any judgments entered against said Owner by a court of competent jurisdiction. By way of example, such attorney's fees and costs of collection may include, but are not limited to, those incurred to prepare and file garnishment of property or wages, oral examinations, writs of execution, and interrogatories in the aid of enforcement of judgment. The attorney's fees and costs so incurred may be claimed in a suit or lien separate and apart from the suit in which the underlying judgment was obtained. Such attorney's fees and costs are hereby deemed to have been incurred, and are not merged into that underlying judgment.

Section 5. Severability. In the event that any part or provision of these Bylaws shall be adjudged unlawful or unenforceable under Maryland law, the remainder of these Bylaws shall nonetheless survive and remain in full force and effect.

Section 6. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

Section 7. Conflicts. These Bylaws are subordinate and subject to all provisions of the Act and the Master Deed. All of the terms used in these Bylaws, except where clearly repugnant to the context, shall have the same meaning as the Act and the Master Deed. In the event of a

conflict between the Master Deed and the Bylaws, the Master Deed shall control. In the event of a conflict between the Master Deed and the Act, the Act shall control.

Section 8. Gender and Grammar. Whenever the context of these Bylaws requires, the singular shall include the plural and the plural shall include the singular. The use of any gender shall be deemed to include all genders.

Section 9. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure by the Board or the Unit Owners to enforce it.

IN WITNESS THEREOF, on this 29 day of JANUARY, 2020, the Council of Co-Owners of the Crest of Wickford Condominium, Inc., by and through the Act and Deed of the President and Secretary of its Board of Directors, as evidenced by their hands and respective seals set forth below, has executed the foregoing Amendment to the Bylaws of the Council of Co-Owners of the Crest of Wickford Condominium, Inc.

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

By: Michael M. Gibson [SEAL]
MICHAEL M. GIBSON, President

ATTEST:
By: Stephanie R. Parrish [SEAL]
Stephanie R. Parrish, Secretary

STATE OF MARYLAND)
COUNTY OF Montgomery) ss:

I, Scott J. Silverman, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that Michael Gibson known to me (or satisfactory proven) to be the person named as the President of the Council of Co-Owners of the Crest of Wickford Condominium, Inc., did personally appear before me in the above-referenced jurisdiction; and, as President, and by virtue of the authority vested in him/her, did acknowledge the foregoing Amendment to the Bylaws of the Council of Co-Owners of the Crest of Wickford Condominium, Inc. to be the Act and Deed of the Condominium and of its Board of Directors.

GIVEN under my and seal this 29 day of Jan, 2020
Scott J. Silverman
Notary Public [seal]

My Commission expires: 2/21/21

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BHM 58941, p. 0159, MSA_CE63_58898. Date available 02/04/2020. Printed 02/06/2020.

CERTIFICATE OF THE SECRETARY

Pursuant to the Bylaws of the Council of the Council of Co-Owners of the Crest of Wickford Condominium, Inc., the undersigned Secretary, as the person authorized to count votes of the Unit Owners, hereby certifies that: (i) the foregoing Amendment to the Bylaws of the Council of Co-Owners of the Crest of Wickford Condominium, Inc. was approved by the affirmative vote, cast in person or by proxy at a duly constituted and held meeting of the Council of Unit Owners, of those Unit Owners in good standing representing in excess of sixty percent (60%) of the total votes in the Condominium's Council of Unit Owners; and, (ii) to the extent that any provision of the foregoing Amendment to the Bylaws affects or impairs any right, priority, remedy or interest of any mortgagee having a security interest in one or more Units in the Condominium, said Amendment to the Bylaws has been approved, in accordance with Section 11-104 of the Act, by any such mortgagees. This Certificate is recorded for the purpose of conforming to the Condominium's Bylaws and to Section 11-104 of the Maryland Condominium Act, and it hereby accompanies the foregoing Amendment to the Bylaws of the Council of Co-Owners of the Crest of Wickford Condominium, Inc.

By: Stephanie R. Parrish [SEAL]
Stephanie R. Parrish, Secretary

ATTEST:

By: Michael M. Gibson [SEAL]
MICHAEL M. GIBSON, President

STATE OF MARYLAND)
COUNTY OF Montgomery) ss:

I, Scott J. Scherman a Notary Public in and for the aforesaid jurisdiction, do hereby certify that Stephanie Parrish known to me (or satisfactory proven) to be the person named as the Secretary of the Council of Co-Owners of the Crest of Wickford Condominium, Inc. did personally appear before me in the above-referenced jurisdiction; and, as Secretary, and by virtue of the authority vested in him/her, did acknowledge his/her execution of the foregoing Certificate for the purposes therein contained.

GIVEN under my and seal this 21 day of Jan., 2020.

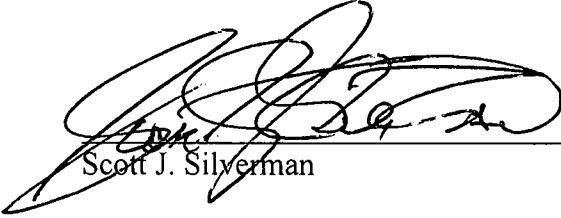
Scott J. Scherman
Notary Public [seal]

My Commission expires: 2/21/21.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BHM 58941, p. 0160, MSA_CE63_58898. Date available 02/04/2020. Printed 02/06/2020.

ATTORNEY'S CERTIFICATION

I hereby certify that the foregoing document was prepared by me, or under my supervision, and that I am an attorney, duly admitted to the practice of law by the Court of Appeals of Maryland.



Scott J. Silverman

G:\Adoc\CLIENT FILES\CAW.Crest at Wickford\AMENDED AND RESTATED BYLAWS 2019\Bylaws - FINAL.01232020

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BHM 58941, p. 0161, MSA_CE63_58898. Date available 02/04/2020. Printed 02/06/2020.

Real Property Data Search

Search Result for MONTGOMERY COUNTY

| Name | Account | Street | Own Occ | Map | Parcel |
|--------------------|-------------|---------------------|---------|------|--------|
| CAO LIE | 04 01606588 | 10900 WICKSHIRE WAY | H | HQ11 | 0000 |
| RIORDAN TERESA J A | 04 01606668 | 10901 WICKSHIRE WAY | N | HQ11 | 0000 |
| MAND ROBERT & D S | 04 01606590 | 10902 WICKSHIRE WAY | H | HQ11 | 0000 |
| KRAMER MARIE CELIN | 04 01606657 | 10903 WICKSHIRE WAY | H | HQ11 | 0000 |
| BOTSAI SARAH L TRU | 04 01606602 | 10904 WICKSHIRE WAY | H | HQ11 | 0000 |
| PARRISH DAVID W ET | 04 01606646 | 10905 WICKSHIRE WAY | H | HQ11 | 0000 |
| DAY SHERIE H | 04 01606613 | 10906 WICKSHIRE WAY | H | HQ11 | 0000 |
| VISSERING COLIN SC | 04 01606635 | 10907 WICKSHIRE WAY | H | HQ11 | 0000 |
| GIBSON MICHAEL & J | 04 01606624 | 10908 WICKSHIRE WAY | H | HQ11 | 0000 |
| PRUNELLA WARREN AN | 04 01606715 | 10911 WICKSHIRE WAY | H | HQ11 | 0000 |
| KEISER GEORGE A & | 04 01606420 | 10912 WICKSHIRE WAY | H | HQ11 | 0000 |
| DEEGAN COLLEEN ANN | 04 01606704 | 10913 WICKSHIRE WAY | H | HQ11 | 0000 |
| PARTHASARATHY PRIY | 04 01606431 | 10914 WICKSHIRE WAY | H | HQ11 | 0000 |
| SCHULTZ-DEPALO FRA | 04 01606692 | 10915 WICKSHIRE WAY | H | HQ11 | 0000 |
| WARD MARY HELEN | 04 01606442 | 10916 WICKSHIRE WAY | H | HQ11 | 0000 |
| CHENG KE | 04 01606681 | 10917 WICKSHIRE WAY | H | HQ11 | 0000 |
| STAVROU STAVROS GE | 04 01606453 | 10918 WICKSHIRE WAY | H | HQ11 | 0000 |
| GRIGORIAN DAVID & | 04 01606670 | 10919 WICKSHIRE WAY | N | HQ11 | 0000 |
| LEOST GABRIEL ALAI | 04 01606464 | 10920 WICKSHIRE WAY | H | HQ11 | 0000 |
| GUSTAFSON CATHERIN | 04 01606475 | 10922 WICKSHIRE WAY | H | HQ11 | 0000 |
| SCULLY ROGER T & M | 04 01606817 | 10923 WICKSHIRE WAY | H | HQ11 | 0000 |
| SANCHEZ GAMARRA PE | 04 01606486 | 10924 WICKSHIRE WAY | H | HQ11 | 0000 |
| JALINOUS ALIDAD | 04 01606806 | 10925 WICKSHIRE WAY | H | HQ11 | 0000 |
| BANDIER SANDRA F R | 04 01606497 | 10926 WICKSHIRE WAY | H | HQ11 | 0000 |
| WILKINSON DAVID MI | 04 01606794 | 10927 WICKSHIRE WAY | H | HQ11 | 0000 |
| CHAI SUSAN A ET AL | 04 01606783 | 10929 WICKSHIRE WAY | H | HQ11 | 0000 |
| GUSS MICHAEL H & P | 04 01606500 | 10930 WICKSHIRE WAY | H | HQ11 | 0000 |
| POURAHMADI PAYAM | 04 01606772 | 10931 WICKSHIRE WAY | H | HQ11 | 0000 |
| HAMBURGER MITCHELL | 04 01606511 | 10932 WICKSHIRE WAY | H | HQ11 | 0000 |
| SNYDER WILLIAM B | 04 01606522 | 10934 WICKSHIRE WAY | N | HQ11 | 0000 |
| HOLMES WILLIAM F & | 04 01606761 | 10935 WICKSHIRE WAY | H | HQ11 | 0000 |
| FREEMAN HELEN | 04 01606533 | 10936 WICKSHIRE WAY | H | HQ11 | 0000 |
| COOK BRIAN J | 04 01606750 | 10937 WICKSHIRE WAY | H | HQ11 | 0000 |
| CHAN KEVIN S | 04 01606544 | 10938 WICKSHIRE WAY | H | HQ11 | 0000 |
| MALEY SUSAN C | 04 01606748 | 10939 WICKSHIRE WAY | H | HQ11 | 0000 |
| ZAROOK MOHAMED SHE | 04 01606555 | 10940 WICKSHIRE WAY | H | HQ11 | 0000 |
| MARUANI BATIA | 04 01606737 | 10941 WICKSHIRE WAY | N | HQ11 | 0000 |
| STEVENS JAMES J JR | 04 01606566 | 10942 WICKSHIRE WAY | H | HQ11 | 0000 |
| ABELL W SHEPERDSON | 04 01606726 | 10943 WICKSHIRE WAY | H | HQ11 | 0000 |
| LITWIN ELIZABETH M | 04 01606577 | 10944 WICKSHIRE WAY | H | HQ11 | 0000 |
| KRAPIVA PAVEL | 04 01570941 | 11000 WICKSHIRE WAY | H | HQ11 | 0000 |
| AUGUST RICHARD J T | 04 01606852 | 11001 WICKSHIRE WAY | H | HQ11 | 0000 |
| KIM ANNE M | 04 01570952 | 11002 WICKSHIRE WAY | H | HQ11 | 0000 |
| SALDARRIAGA KLAUS | 04 01606841 | 11003 WICKSHIRE WAY | H | HQ11 | 0000 |
| ASHTON GEORGE FAIR | 04 01570963 | 11004 WICKSHIRE WAY | H | HQ11 | 0000 |
| CASILLAS RICARDO | 04 01606830 | 11005 WICKSHIRE WAY | H | HQ11 | 0000 |
| DEBRANDT JUDITH S | 04 01570974 | 11006 WICKSHIRE WAY | H | HQ11 | 0000 |
| SACHS THIAGO M | 04 01606828 | 11007 WICKSHIRE WAY | H | HQ11 | 0000 |
| CHEN QIANYING | 04 01571001 | 11008 WICKSHIRE WAY | H | HQ11 | 0000 |
| TAYLOR DEBRA | 04 00053793 | 11011 WICKSHIRE WAY | H | HQ11 | 0000 |
| LERMAN TERESA | 04 01494607 | 11012 WICKSHIRE WAY | H | HQ11 | 0000 |
| BRAILITSA VICTORIA | 04 01606885 | 11013 WICKSHIRE WAY | H | HQ11 | 0000 |
| UNGER DOROTHY S TR | 04 01538108 | 11014 WICKSHIRE WAY | H | HQ11 | 0000 |
| BELOVICH SHAWN | 04 01606874 | 11015 WICKSHIRE WAY | H | HQ11 | 0000 |
| TOIKKA RICHARD S | 04 01494618 | 11016 WICKSHIRE WAY | H | HQ11 | 0000 |
| REPTA KATHRYN | 04 01606863 | 11017 WICKSHIRE WAY | H | HQ11 | 0000 |
| KASHANCHI FATAH & | 04 01538121 | 11018 WICKSHIRE WAY | N | HQ11 | 0000 |
| WONG JOHN CARLOS | 04 01538110 | 11020 WICKSHIRE WAY | H | HQ11 | 0000 |
| CAIRATTI DAMIAN | 04 01538143 | 11022 WICKSHIRE WAY | H | HQ11 | 0000 |
| MCDONALD MICHAEL J | 04 01538154 | 11024 WICKSHIRE WAY | H | HQ11 | 0000 |
| NGUYEN PHU T | 04 01538165 | 11026 WICKSHIRE WAY | H | HQ11 | 0000 |
| ELHALLOU AZIZ | 04 01538132 | 11030 WICKSHIRE WAY | H | HQ11 | 0000 |
| YANG RICHARD R | 04 01570906 | 11032 WICKSHIRE WAY | H | HQ11 | 0000 |
| TIMLIN PETER S | 04 01570894 | 11034 WICKSHIRE WAY | H | HQ11 | 0000 |
| SMITH BENJAMIN P & | 04 01570917 | 11036 WICKSHIRE WAY | H | HQ11 | 0000 |
| ZHENG XIAOXUAN ANN | 04 01570928 | 11038 WICKSHIRE WAY | H | HQ11 | 0000 |
| SWINTON J ANDREW & | 04 01570930 | 11040 WICKSHIRE WAY | H | HQ11 | 0000 |

LR - Agreement
Recording Fee 75.00
Name: CREST OF
WICKFORD CONDO, INC.
Ref:
LR - Agreement
Surcharge 40.00

SubTotal: 115.00

Total: 115.00
01/30/2020 03:44
CC15-CA
#13326930 CC0602 -
Montgomery
County/CC06.02.05 -
Register 05



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BARBARA H. MEIKLEJOHN
Clerk of the Circuit Court for Montgomery County
50 Maryland Avenue
Rockville, Maryland 20850
Recording and Licensing
(240) 777-9470

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