

Governing Documents
Treover, A Condominium

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TREOVER, a condominium

DECLARATION

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DECLARATION

WITNESSETH, THAT WHEREAS the Developer is the owner of all of that land, situate and lying in Howard County, Maryland, which is hereinafter described, together with the improvements thereon and the appurtenances thereto; and

WHEREAS the Developer desires to reserve the right hereafter to subject to such condominium regime additional land, together with the improvements thereon and the appurtenances thereto, thereby expanding such condominium,

NOW, THEREFORE, the Developer hereby declares the Developer's intent to subject, and hereby subjects, to a regime established under the provisions of title 11 of the Real Property Article of the Annotated Code of Maryland (1974 edition, as amended), all of that tract of land, situate and lying in the said County, which is described in Exhibit A, such tract having been designated as "Parcel 1" on that certain plat (consisting of twelve (12) sheets)

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entitled "Treover, A Condominium", prepared by Riemer, Tracy & Associates, Inc., dated March 4, 1982, hereby designated as Exhibits B-1 through B-12 hereto, and intended to be recorded among the Land Records of the said County simultaneously with the recordation thereamong of this Declaration,

TOGETHER WITH all of the improvements thereon (including, by way of example rather than of limitation, those buildings, the location and the dimensions of which are shown within such tract on the said plats), and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which tract, improvements and appurtenances are hereinafter referred to collectively as "Parcel 1",

SUBJECT TO the operation and effect of any and all instruments which have been recorded among the said Land Records before the recordation thereamong of this Declaration,

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. Definitions.

1.1. As used in the provisions of this Declaration, the following terms have the meanings hereinafter ascribed to them:

1.1.1. "the Act" means the statute entitled "Horizontal Property Act" and codified as title 11 of the Real Property Article of the Code.

1.1.2. "the Architectural Committee" means the entity referred to in the provisions of Section 8, which is created pursuant to the By-Laws.

1.1.3. "Assessment" means an amount assessed by the Council against a Unit Owner with respect to a Unit, pursuant to the provisions of subsection 5.5.

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1.1.4. "the Board of Directors" means the board of directors of the Council.

1.1.5. "the By-Laws" means those by-laws, the initial form of which is referred to in the provisions of subsection 5.1, as from time to time amended.

1.1.6. "the Code" means the Annotated Code of Maryland (in each instance of reference whichever edition contains the most recent codification of the statute to which reference is made), as from time to time amended.

1.1.7. "the Common Elements" has the meaning ascribed to it by the provisions of Section 3.

1.1.8. "Common Expenses" means the aggregate of (a) any and all expenses incurred by the Council in the exercise of the rights and powers, and in the discharge of the duties, vested in, exercisable by or imposed upon the Council under the Act, the Declaration or the By-Laws, and (b) any and all amounts which the Council resolves to deposit in a reserve fund pursuant to the By-Laws.

1.1.9. "Common Profits" means, for the period in question, the amount, if any, by which the Council Receipts for such period exceed the Common Expenses for such period.

1.1.10. "the Condominium" means the aggregate of (a) Parcel 1 and (b) each Future Parcel which, at the time in question, has been included within the Condominium through an expansion thereof.

1.1.11. "the Condominium Plat" means, collectively, those plats designated herein as Exhibits B-1 through B-12 hereto, as aforesaid, together with any amendatory plat thereto which at any time hereafter has become effective pursuant to the provisions of the Act, this Declaration and the By-Laws.

1.1.12. "the Condominium Regime" means the condominium regime to which, pursuant to the provisions of section 11-102 of the Act, all of the land, improvements thereon and appurtenances thereto which from time to time collectively constitute the Condominium are subjected by the recordation among the Land Records of this Declaration, the By-Laws and the Condominium Plat, as from time to time amended.

1.1.13. "Contract Purchaser" means any person who enters into a contract (other than a land installment contract, as that term is defined by the provisions of title 10, section 10-101(b) of the Real Property Article of the Code, which has been recorded among the Land Records) which, at the time with respect to which reference is made, entitles such person to purchase a Unit from the Developer or any other Unit Owner, but who does not hold the legal title of record to such Unit.

1.1.14. "the Council" means the Council of Unit Owners.

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1.1.15. "Council Receipts" means any and all monies beneficially received or derived by the Council in any manner whatsoever, including, by way of example rather than of limitation, any and all income received by the Council (a) from leasing or licensing the use of either (i) any of the Common Elements on behalf of the Unit Owners or (ii) any real or personal property or other assets owned by the Council, (b) as interest accrued upon an unpaid Assessment or derived from any other source, (c) as a dividend, or (d) through the payment to the Council of any or all of an Assessment.

1.1.16. "the Council of Unit Owners" means the entity referred to in the provisions of subsection 5.2.

1.1.17. "this Declaration" means this instrument, as from time to time amended.

1.1.18. "the Developer" means (a) the person hereinabove named as such, (b) such person's successors, (c) each person to whom such named person or any other person who is the Developer expressly assigns his rights as the Developer hereunder in the manner set forth in the provisions of subsection 10.2, and (d) each such assignee's heirs, personal representatives and successors; provided, that no Unit Owner, Mortgagee, Lessee or Contract Purchaser shall, merely by virtue of its status as such, be deemed to be the Developer.

1.1.19. "Dwelling" means a "dwelling, as that term is defined by the provisions of Section 37.10 of the zoning ordinance of the said County.

1.1.20. "Future Parcel" has the meaning ascribed to it by the provisions of subsection 7.1.

1.1.21. "the General Common Elements" has the meaning ascribed to it by the provisions of subsection 3.3.

1.1.22. "the Land Records" means the Land Records of the said County.

1.1.23. "Lessee" means any lessee or sublessee of a Unit from the Developer or another Unit Owner or person.

1.1.24. "the Limited Common Elements" has the meaning ascribed to it by the provisions of subsection 3.3.

1.1.25. "the Membership" means, collectively, all of the Unit Owners in their capacities as members of the Council.

1.1.26. "Mortgage" means any mortgage or deed of trust encumbering any Unit, and any other security interest therein existing by virtue of any other form of security instrument or arrangement used from time to time in the locality of the Condominium (including, by way of example rather than of limitation, any such other form of security arrangement which arises under any deed of trust,

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sale and leaseback documents, lease and leaseback documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the provisions of the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

1.1.27. "Mortgagee" means the person secured by a Mortgage.

1.1.28. "Mortgagee in Possession" means any person who is either (a) a Mortgagee which has possession of a Unit as a result of a default under a Mortgage held by such person, or (b) the Unit Owner of a Unit as the result of the conveyance to such person of the Mortgagor's equity of redemption therein either through a foreclosure proceeding under a Mortgage securing such person and covering such Unit, or in lieu of such foreclosure proceeding.

1.1.29. "Mortgagor" means the Unit Owner of a Unit, the title to which is encumbered by a Mortgage.

1.1.30. "Parcel" means Parcel 1 or any Future Parcel.

1.1.31. "Parcel 1" has the meaning hereinabove ascribed to it.

1.1.32. "Parcel 2", "Parcel 3", "Parcel 4", "Parcel 5", "Parcel 6", "Parcel 7", "Parcel 8", "Parcel 9", "Parcel 10", "Parcel 11", "Parcel 12", "Parcel 13", "Parcel 14" and "Parcel 15" each has the meaning ascribed to it by the provisions of Section 7.

1.1.33. "percentage interest in the Common Expenses and Common Profits" means that fraction of the Common Expenses and Common Profits which is appurtenant to a Unit and which the Unit Owner thereof shall have, all under the provisions of section 11-107(b) of the Act and of Section 4.

1.1.34. "person" means any natural person, trustee, corporation, partnership or other legal entity.

1.1.35. "the Rules and Regulations" means the rules and regulations adopted by the Council pursuant to the By-Laws, as from time to time in effect.

1.1.36. "Structure" means anything which constitutes a "Structure" for purposes of the provisions of the zoning ordinance of the said County; provided that, in addition, each of the following shall be deemed a Structure for purposes of the provisions of this Declaration:

(a) any thing or device, the placement of which on any Unit might affect its physical appearance (including, by way of example rather than of limitation,

any building, covered patio, shrubbery, paving, curbing, landscaping, television or radio antenna, wall, sign or signboard); and

(b) any excavation or fill, the volume of which exceeds ten (10) cubic yards; and

(c) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Unit or the flow of any water in any natural or artificial stream, wash or drainage channel on or across any Unit.

1.1.37. "Type I Unit", "Type II Unit", "Type III Unit" and "Type IV Unit" each has the meaning ascribed to it by the provisions of subsection 3.2.

1.1.38. "undivided percentage interest in the Common Elements" means that undivided interest in the Common Elements which is appurtenant to a Unit and is owned by the Unit Owner thereof, all under the provisions of section 11-107(a) of the Act and of Section 4.

1.1.39. "Unit" has the meaning ascribed to it by the provisions of Section 3.

1.1.40. "Unit Owner" means any person or combination of persons (including, by way of example rather than of limitation, the Developer) who (a) holds the legal title to a Unit under a deed or other instrument, or (b) is the purchaser of a Unit under a land installment contract (as that term is defined by the provisions of title 10, section 10-101(b) of the Real Property Article of the Code), if and only if such deed, other instrument or land installment contract is recorded among the Land Records at the time in question; provided, that (a) no Lessee or Contract Purchaser shall, merely by virtue of such person's status as such, be deemed to be a Unit Owner; and (b) no Mortgagee shall be deemed to be the Unit Owner of a Unit unless and until such Mortgagee acquires of record the Mortgagor's equity of redemption therein.

1.1.41. "Use" has the meaning ascribed to it by the provisions of Section 104 of the zoning ordinance of the said County; provided, that without limiting the generality of the foregoing provisions of this sentence, (a) any activity or purpose deemed by any governmental authority charged with enforcing such regulations to be a "use" for purposes of such regulations, and (b) any purpose for which any Structure or land is used or occupied, and (c) any activity, occupation, business or operation carried on in a Structure or on any land shall be deemed a "Use".

1.1.42. "Utility Assessment" has the meaning ascribed to it by the provisions of the By-Laws.

1.1.43. "Votes" mean the votes which, under the provisions of section 11-109(c)(5) of the Act and of

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Section 5, the Unit Owners are entitled to cast in their capacities as such at meetings of the Membership.

1.2. Any other term to which meaning is specifically ascribed by any provision of this Declaration shall for purposes of this Declaration and the By-Laws be deemed to have such meaning.

1.3. Any term to which meaning is specifically ascribed by any provision of this Declaration and/or the By-Laws, and which is used in the Act, shall wherever possible be construed in a manner which is consistent with any construction of such term as so used in the Act. Where such consistency of construction is not possible, the definitions set forth hereinabove shall govern to the extent allowed by law.

Section 2. Name. The Condominium shall be known as "Treover, a condominium".

Section 3. Units and Common Elements.

3.1. The Condominium shall be comprised of (a) those portions of the Condominium referred to in the provisions of subsection 3.2 (each of which is hereinafter referred to as a "Unit"), and (b) common elements (hereinafter referred to collectively as "the Common Elements").

3.2. Units.

3.2.1. (a) So long as the Condominium has not been expanded pursuant to the provisions of Section 7, it shall contain eighty-four (84) Units.

(b) From and after any such expansion, and until any further such expansion, the Condominium shall contain that number of Units equalling the total of (i) the number of Units contained therein immediately before such expansion, and (ii) the number of Units added to the Condominium by such expansion.

3.2.2. The location within the Condominium, and the dimensions, of each Unit are shown on the Condominium Plat and are more particularly defined by the provisions of paragraph 3.2.4.

3.2.3. (a) Each Unit shall have and be known by a number corresponding to the number shown with respect to it on the Condominium Plat.

(b) Of the Units in Parcel 1, (i) those designated as "Type I Units" in a schedule attached hereto as Exhibit C shall be Type I Units, (ii) those designated as "Type II Units" in Exhibit C shall be Type II Units, (iii) those designated as "Type III Units" in Exhibit C shall be Type III Units, and (iv) those designated as "Type IV Units" in Exhibit C shall be Type IV Units.

(c) Of the Units in any Future Parcel added to the Condominium by any such expansion, those designated as, respectively, "Type I Units", "Type II Units", "Type III Units" and "Type IV Units" in any amend-

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atory instrument recorded among the Land Records to effectuate such expansion shall be, respectively, Type I Units, Type II Units, Type III Units, and Type IV Units.

3.2.4. Except as may be otherwise provided herein, each Unit within Parcel 1 (and each Unit created by an expansion of the Condominium pursuant to the provisions of Section 7, unless otherwise indicated by the provisions of any amendatory instrument recorded among the Land Records pursuant to such provisions to effectuate such expansion) shall consist of all of the following:

(a) Airspace. The space bounded by and contained within the bottom, top, front, rear and sides of the apartment (hereinafter referred to as "the apartment") shown on the Condominium Plat as being included within such Unit, which bottom, top, front, rear and sides are, for purposes of this Declaration, more particularly defined as follows:

(i) The bottom of the apartment shall consist of the upper unfinished surface of the plywood, concrete, brick and/or masonry subfloor of the floor thereof.

(ii) The top of the apartment shall consist of the lower unfinished surface of the plywood, concrete, brick and/or masonry slab separating the apartment from the apartment or other airspace lying above it.

(iii) The front of the apartment shall consist of the innermost unfinished surface of the concrete, brick and/or masonry portion of the front wall thereof.

(iv) The rear of the apartment shall consist of the innermost unfinished surface of the concrete, brick and/or masonry portion of the rear wall thereof.

(v) The sides of the apartment shall consist of the innermost unfinished surfaces of the concrete, brick and/or masonry portion of the sidewalls separating the apartment from the apartment or other airspace adjoining it.

(vi) With respect to any window opening or doorway opening to the outside surface of any of the said front, rear or side walls, the front, rear or side of the apartment, as the case may be, shall lie at the exterior surface (in the closed position) of the outermost window, storm window or screen, or the outermost door, storm door or screen door, set within such opening.

(b) All windows, storm windows, screens, doors, storm doors and screen doors which are set within any of the said walls.

(c) All kitchen or other appliances installed therein (including, by way of example rather than of limitation, any hot water heater installed therein).

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(d) Any circuit breaker panel installed therein, any and all electrical installations and fixtures (including, by way of example rather than of limitation, any and all outlets, switches, lampholders or other electrical service terminals, wherever located) which exist for the exclusive use of such apartment, and all wiring and conduit running from any such circuit breaker panel to any such installation or fixture.

(e) All of the equipment for the heating and air conditioning unit located within the mechanical room of such apartment, and all of its controls and control wiring.

(f) All duct work running from such heating and air conditioning unit to its outlets into such apartment, and any such outlets.

(g) All range hood or bath fans for such apartment, and all duct work connecting the same to any common exhaust duct serving such apartment as well as other apartments.

(h) All bathroom and kitchen plumbing fixtures and connections thereto for such apartment, including, by way of example rather than of limitation, all sinks, faucets, commodes, bathtubs, shower stalls, hot or cold water pipes or drain pipes connecting any of the same with any common water or drain pipes serving such apartment as well as other apartments.

(i) All improvements, fixtures and installations of every kind and nature whatsoever located within the boundaries of such apartment as hereinabove set forth, as well as all improvements, fixtures and installations specifically designated by the provisions hereof as being part of such Unit, but not located within such boundaries.

3.2.5. Anything contained in the foregoing provisions of this subsection 3.2 to the contrary notwithstanding, whenever there is located within the boundaries of a Unit, as described hereinabove, either (a) any loadbearing or structural wall, partition or column, or (b) any main, duct, stack, raceway, wire, conduit, line drain, pipe, meter or other similar thing or device used in providing any utility or service to any portion of the Condominium other than, or in addition to, such Unit, such Unit shall not include the loadbearing or structural portions of such wall, partition or column, or such thing or device.

3.2.6. Each Unit shall have all of the incidents of real property under applicable law. Nothing in the provisions of this Declaration shall be deemed to confer upon (a) any Unit Owner, by virtue of his status as such, or (b) any other person having any other interest in such Unit, by virtue of such interest, any interest in any other Unit.

3.2.7. Subdivision of Units. Under the provisions of section 11-107 of the Act, a Unit Owner is

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entitled to (a) grant by deed part of his Unit and incorporate it as part of another Unit, and (b) subdivide his Unit into two (2) or more Units, all upon the terms and subject to the conditions set forth therein, and without the consent of all of the Unit Owners if an amendment to this Declaration is executed by the Unit Owners of the Units involved and by the person or entity designated in the By-Laws to be in charge of the administration of the Condominium. Without limiting the rights under such provisions of the Developer or any other person who is the Unit Owner of any such Unit, a portion of which is to be transferred or which is to be subdivided, as aforesaid, the Developer hereby reserves, for itself and each such Unit Owner, the right to transfer any one or more portions of any Unit of which it is the Unit Owner, and/or to subdivide any such Unit, all in accordance with the provisions of section 11-107 of the Act. By the provisions of paragraph 2.4.11(c) of the By-Laws, the Board of Directors has been designated to be "the person or entity designated in the bylaws to be in charge of the administration" of the Condominium, for purposes of the provisions of section 11-107 of the Act. The Board of Directors shall not unreasonably withhold or delay executing or delivering any such amendment, or giving any consent or taking any other action called for in the provisions of such section; provided, that if in connection with any such action the Developer or any such Unit Owner proposes to alter or remove any structural partitions containing common elements, then such action shall, in addition, require (a) the delivery to the Board of Directors of copies of architectural plans for such action (which plans shall show that the structural integrity of the Building will not be impaired, that no mechanical systems of the Building will be impaired, and that no support of any portion of the Condominium will be lessened), and (b) the prior approval of such action by the Board of Directors, which approval (i) shall not unreasonably be withheld, and (ii) shall be indicated on the amendment to the Declaration filed to effectuate such action.

3.3. Common Elements.

3.3.1. The Common Elements (a) shall consist of all of the Condominium other than the Units, and (b) shall be comprised of the Limited Common Elements and the General Common Elements.

3.3.2. Limited Common Elements.

(a) The Limited Common Elements shall consist of those of the Common Elements which, by the provisions of this Declaration or the Condominium Plat, are (by shading or otherwise) designated as such and as being reserved hereunder for the exclusive use of the Unit Owners of one or more, but less than all, of the Units.

(b) The right to the use of the Limited Common Elements shall be, and is hereby, so reserved and restricted to the respective such Unit Owner or Unit Owners in accordance with such designation.

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(c) For each Unit within Parcel 1 (and each Unit created by an expansion of the Condominium pursuant to the provisions of Section 7, unless otherwise indicated by the provisions of any amendatory instrument recorded among the Land Records to effectuate such expansion), (i) if such Unit has a balcony adjoining such Unit and entered from the Unit, such balcony and the airspace occupied by it shall be a Limited Common Element which is hereby reserved for the exclusive use of its Unit Owner, or (ii) if such Unit has a concrete or other hard-surfaced terrace adjoining such Unit and no other Unit, such terrace and the airspace occupied by it shall be a Limited Common Element which is hereby reserved for the exclusive use of its Unit Owner.

(d) Nothing in the provisions of this paragraph 3.3.2 shall be deemed to limit the operation and effect of any designation on the Condominium Plat or elsewhere in this Declaration of other Common Elements as being Limited Common Elements.

3.3.3. General Common Elements. The General Common Elements shall consist of all of the Common Elements other than the Limited Common Elements.

3.3.4. Ownership of Common Elements. The Common Elements shall be owned by all of the Unit Owners as tenants-in-common, each of which shall have that undivided percentage interest therein which is set forth in the provisions of Section 4.

3.4. Existing physical boundaries of Units and Common Elements. The existing physical boundaries of any Unit (as defined by the provisions of subsection 3.2) or Common Element which is constructed or reconstructed in such a way that such existing physical boundaries substantially conform to the boundaries therefor as shown on the Condominium Plat shall conclusively be presumed to be the boundaries of such Unit or Common Element, regardless of whether there (a) has occurred any shifting, settlement or lateral movement of the building or other portion of the Condominium within or upon which such Unit or Common Element is located, or (b) is any minor variation between the boundaries therefor as shown on the Condominium Plat and such existing physical boundaries.

3.5. Encroachment. If any of the improvements within the Common Elements encroach upon any Unit, or if any of the improvements within a Unit encroach upon another Unit or the Common Elements, as a result of any construction, reconstruction, repair, shifting, settlement or movement of any building or other improvement forming part of the Condominium which occurs for any reason (including, by way of example rather than of limitation, the partial or total destruction thereof by fire or other casualty, or as a result of the condemnation or other taking thereof through the exercise or threatened exercise of a power of eminent domain) in accordance with the provisions of this Declaration, the By-Laws and applicable law, an easement for such encroachment and for the maintenance of the improvements so encroaching shall exist for so long as such improvements exist.

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Section 4. Percentage Interests.

4.1. Each Unit Owner, by virtue of his ownership of a Unit, shall own (a) an undivided percentage interest in the Common Elements (as they from time to time exist), and (b) a percentage interest in the Common Expenses and Common Profits, each of which shall be determined in accordance with the provisions of this Section.

4.2. So long as the Condominium has not been expanded pursuant to the provisions of Section 7,

4.2.1. each Unit Owner's undivided percentage interest in the Common Elements shall equal (a) 0.96%, if his Unit is a Type I Unit, (b) 1.25%, if his Unit is a Type II Unit, and (c) 1.44%, if his Unit is a Type III Unit (there being no Type IV Units in Parcel 1);

4.2.2. each Unit Owner's percentage interest in the Common Expenses and Common Profits shall equal (a) 0.96%, if his Unit is a Type I Unit, (b) 1.25%, if his Unit is a Type II Unit, and (c) 1.44%, if his Unit is a Type III Unit (there being no Type IV Units in Parcel 1).

4.3. From and after any expansion of the Condominium pursuant to the provisions of Section 7, each Unit Owner's undivided percentage interest in the Common Elements, and each Unit Owner's percentage interest in the Common Expenses and Common Profits, shall thereby automatically no longer equal the said respective fractions set forth in the provisions of subsection 4.2, but shall thereby automatically become and (until any further such expansion) thereafter remain equal to those respective fractions which are determined with respect to his Unit through the use of the formula set forth in Exhibit D. Upon each, if any, further such expansion, each Unit Owner's said percentage interests shall in like fashion thereby in each instance automatically become and (until any further such expansion) thereafter remain equal to those respective fractions which are then determined through the use of such formula.

4.4. The percentage interests created by the foregoing provisions of this Section

4.4.1. may not be separated from the respective Units to which they are appurtenant;

4.4.2. shall have a permanent character; and

4.4.3. shall not be changed unless and until

(a) each Unit Owner and each Mortgagee has consented thereto in writing (except where such change is made pursuant to the provisions of this Section and Section 7, or of section 11-107(d) of the Act), and

(b) this Declaration has been amended to effect such change through the recordation of an appropriate amendatory instrument among the Land Records.

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4.5. Any instrument, matter, circumstance, action, occurrence or proceeding which in any manner affects a Unit shall also affect, in a like manner, the undivided percentage interest in the Common Elements and the percentage interest in the Common Expenses and Common Profits which are appurtenant to such Unit.

Section 5. By-Laws; Council of Unit Owners;
Votes; Council property; Assessments.

5.1. By-Laws. The Condominium's affairs shall be governed in accordance with the By-laws, the initial form of which has been labeled (and is hereby designated) as Exhibit E, is to be recorded among the Land Records immediately after this Declaration is recorded thereamong, and may be amended from time to time in accordance with the provisions thereof and of the Act and this Declaration.

5.2. Council of Unit Owners.

5.2.1. The Condominium's affairs shall be governed by The Council of Unit Owners of Treover, a condominium, Incorporated, an entity which is both a council of unit owners organized and existing under the provisions of the Act and a nonstock corporation organized and existing under the law of Maryland.

5.2.2. The Council's membership shall be comprised of and limited to all of the Unit Owners.

5.2.3. The Council shall have the rights, powers and duties which are vested in, exercisable by or imposed upon it by the provisions of this Declaration, the By-Laws, its articles of incorporation or applicable law.

5.2.4. Anything contained in the provisions of this Declaration or the By-Laws to the contrary notwithstanding, the dispute settlement mechanism provided by the provisions of section 11-113 of the Act shall not be applicable to complaints or demands formally arising before, on or after January 1, 1982, except if and to the extent that any or all of such dispute settlement mechanism may be adopted by the Council by an express, formal resolution by the Board of Directors (in which event, the Board of Directors shall be entitled thereafter, by one or more further express, formal resolutions, to supplement, modify and/or abandon any or all of such settlement mechanism so adopted).

5.3. Votes.

5.3.1. Subject to the operation and effect of the provisions of the By-Laws or applicable law, and regardless of whether the Condominium is expanded pursuant to the provisions of Section 7, each Unit Owner shall be entitled to cast at meetings of the Membership one (1) Vote in its affairs.

5.3.2. The Votes which a Unit Owner is entitled to cast shall be appurtenant to, and may not be separated from, his Unit. Nothing in the foregoing provisions of this paragraph shall be deemed to prohibit any

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Unit Owner from giving a proxy to cast such Votes to any person in accordance with the provisions of this Declaration and the By-Laws, or to alter or impair the operation and effect of any provision of this Declaration, the By-Laws or applicable law pursuant to which either (a) a Unit Owner's right to cast such Votes may be suspended, or (b) his exercise of such right may be conditioned upon his having furnished to the Council any information which he is required to furnish under any such provision.

5.4. Council property. Except for his ownership of a percentage interest in the Common Expenses and Common Profits pursuant to the provisions of this Declaration, no Unit Owner shall, by virtue of his status as such or as a member of the Council, have either (a) any right, title or interest in or to any of the Council's property or other assets, or (b) any right to possess, use or enjoy any such property or other assets, other than as is expressly conferred upon him by the provisions of this Declaration, the By-Laws or applicable law, or by the Council.

5.5. Assessments. The Council may obtain funds to pay the Common Expenses from time to time by levying assessments (each of which is hereinafter referred to as an "Assessment") against the Unit Owners and their respective Units (a) in proportion to their respective percentage interests in the Common Expenses and Common Profits, or (b), in the case of Utility Assessments, in such proportions as are established pursuant to the provisions of the By-Laws, all in the manner, upon the terms, for the purposes and subject to the conditions set forth in the provisions of the Act, this Declaration and the By-Laws.

5.6. Fidelity bonds. Each director, officer and employee of the Council, any manager of the Condominium, and each director, partner, officer or employee of such manager, whose duties as such require him to handle or be responsible for funds of the Council or in its possession or control through any trust or other arrangement, shall at the Council's request, before assuming such duties furnish the Council with a fidelity bond covering his said activities, in form and amount and with a corporate surety which are reasonable and appropriate under the circumstances and are satisfactory to the Board of Directors. The premium for any such bond may be paid by the Council as a Common Expense.

Section 6. Control of, and rights in, Common Elements and Units.

6.1. Grant by Council of easements or other rights in Common Elements.

6.1.1. Subject to the operation and effect of the provisions of subsection 6.3, the Council may convey to any person the legal title to, or any easement, leasehold or other right of use or enjoyment in, any of the Common Elements, with and only with the approval of Unit Owners holding in the aggregate at least seventy-five percent (75%) of the number of Votes held by all of the Unit Owners.

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6.1.2. Each Unit Owner, purchaser, heir, assignee or other transferee of or to the legal or beneficial title to, or any other interest in, any Unit shall be conclusively presumed, by his acceptance thereof, irrevocably to have appointed the Council to be his attorney-in-fact, with full and irrevocable power and authority (which shall be deemed to be coupled with an interest), in the name and on behalf of the Condominium, the Council and/or such Unit Owner, purchaser, heir, assignee or other transferee, to take any of the following actions:

(a) grant, convey or dedicate (i) to any one or more public or quasi-public governmental authorities or utility companies, any and all licenses, easements and/or rights-of-way in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, drains, culverts, ponds or pumping stations, water lines, mains, or pumping stations, electrical lines or cables, telephone or television lines or cables, gas lines or mains, and other similar facilities, for similar or other purposes, all as the Council considers appropriate for the provision of any utility or utility service to any Parcel (whether or not it then or thereafter is part of the Condominium), and (ii) to the said County or any other governmental body, any land then within the Common Elements which is improved or to be improved by a roadway or sidewalk; provided, that no such grant, conveyance or dedication shall be made unless the entity to which it is to be made has agreed with, or provided reasonable assurances to, the Council, in a bona fide manner, that thereafter it will operate and maintain the same for the use and enjoyment of the Unit Owners and any other members of the general public who are thereafter entitled to use and enjoy the same.

(b) grant a mortgage pursuant to the provisions of paragraph 6.5.1.

(c) convey the legal title to, or any interest in, any or all of the Common Elements to or at the direction of any governmental or quasi-governmental authority either (i) through the condemnation thereof or the exercise of any power of eminent domain with respect to the same, or (ii) under threat of such condemnation or exercise and in lieu thereof (after which grant, conveyance or dedication that portion of the Common Elements which is the subject thereof shall not be part of the Common Elements).

(d) grant a leasehold interest in or a license with respect to any or all of the Common Elements to any person, for a period terminating not later than the third (3rd) anniversary of the date of such grant.

(e) grant to the Developer, for the benefit of any Future Parcel (whether or not it then or thereafter is part of the Condominium), an easement in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair and replacement of any improvement of the types enumerated in the provisions of subparagraph 6.1.2(a).

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(f) enter into a contract with (i) the owner of any Future Parcel which is not then part of the Condominium, or (ii) any community association or homeowners' association having jurisdiction over such land, or (iii) any council of unit owners having jurisdiction over such land (if such land has been subjected to a condominium regime pursuant to the provisions of the Act), pursuant to which (A) such owner, the members of such association or council, or any other occupants of such land, and their families and guests, may use and enjoy any or all of the Common Elements, or (B) each Unit Owner or Lessee, and their families and guests, may use and enjoy any or all of such land and any recreational facilities or other improvements thereon, in each instance for such consideration, during such period, upon such terms and subject to such conditions as are set forth in the provisions of such contract, all as the Council considers appropriate.

(g) execute, enseal, acknowledge, deliver and record on behalf of and in the name of the Condominium, the Council and/or such Unit Owner, purchaser, heir, personal representative, successor, assign or other transferee, any and all documents, the execution, ensealing, acknowledgment, delivery or recordation of which in the name of and on behalf of the same are deemed appropriate by the Council in order to effectuate the provisions of this Section or to exercise any of such rights and powers.

6.2. Easements benefiting Units.

6.2.1.(a) Each Unit shall have the benefit of an easement for the lateral and vertical support of the improvements included within such Unit, which easement shall burden the Common Elements and each other Unit.

6.2.2. Each Unit shall have the benefit of a non-exclusive easement for the use of

(a) each main, duct, stack, raceway, wire, conduit, line, drain, pipe, meter or other device located within the Common Elements or another Unit and used in providing any utility or service to the first such Unit; and

(b) each street, sidewalk, corridor, stairway, elevator, elevator shaft, lobby or entranceway which from time to time is part of either (i) the General Common Elements or (ii) those of the Limited Common Elements, the right to the exclusive use of which is reserved to the Unit Owner of such Unit (either alone or together with the Unit Owner of any other Unit).

6.2.3. Each Unit shall have the benefit of a non-exclusive license for the use of the remainder of the General Common Elements, provided that

(a) such use is in accordance with applicable law and the provisions of this Declaration, the By-Laws and the Rules and Regulations;

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(b) any admission or other fee which the Council then charges for such use is paid;

(c) no person other than the Council may construct, reconstruct, alter or maintain any Structure or make or create any excavation or fill upon, or remove any tree, shrub or other vegetation from, or otherwise damage, the Common Elements; and

(d) no person shall without first obtaining the Council's consent do anything within the Common Elements which will cause an increase in any premium paid by the Council for liability or other insurance with respect to the Common Elements, or the cancellation of any such insurance.

6.2.4. Conveyance of easement. The conveyance of the title to any Unit having the benefit or the burden of an easement created by any of the provisions of this Declaration shall constitute a conveyance of such benefit or burden, without the necessity of any reference thereto in any instrument by which such conveyance of title is made. No such benefit or burden may be conveyed other than with a conveyance of the title to such Unit.

6.3. Development easements. The Developer shall have, and hereby reserves, perpetual non-exclusive easements in, over and through the Common Elements,

6.3.1. for pedestrian and vehicular ingress and egress to and from each public roadway which at any time abuts the Condominium, from and to each Unit and each Parcel (whether or not it is then part of the Condominium), for access by (i) the Developer and its heirs, personal representatives, successors and assigns as owner of each respective Parcel or lot or other portion thereof, (ii) any contractor, subcontractor, real estate agent or broker utilized by the Developer, and (iii) their respective agents, officers, employees, and invitees, all for any purpose consistent with applicable law in connection with the construction, replacement, repair, maintenance, development, marketing or leasing of such respective Unit or Parcel (whether or not it is then part of the Condominium); and

6.3.2. for the construction, installation, maintenance, repair, replacement and use of any or all utility lines and facilities of the types enumerated in the provisions of subparagraph 6.1.2(a), to and from their respective points of connection with those respective public utility lines and facilities to which the same are to be connected, from and to each Unit and each Parcel (whether or not it is then part of the Condominium), for the benefit of (i) the Developer and its heirs, personal representatives, successors and assigns as owner of any Parcel, Unit or other portion thereof, (ii) each resident or other occupant of such Parcel, Unit or other portion, and (iii) their respective agents, employees, invitees, visitors and guests.

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6.4. Maintenance of Common Elements.

6.4.1. The Council shall regularly maintain all of the Common Elements (including, by way of example rather than of limitation, each street, walkway or utility line or facility which crosses any Unit and over which any other Unit has the benefit of an easement for ingress and egress, or for any utility or service, under the provisions of this Declaration).

6.4.2. Without limiting the generality of the foregoing provisions of this paragraph, the Council shall (unless such maintenance duty is assumed by any governmental authority having jurisdiction thereover) (a) keep all grass growing within the General Common Elements regularly mowed, and (b) maintain each storm water retention or sedimentation pond within the Common Elements, keeping it clean and free of debris.

6.5. Control of Common Elements. Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, the Council may

6.5.1. borrow money to improve the Common Elements in accordance with the provisions of this Declaration, and secure its repayment by subjecting any or all of the General Common Elements to the lien of a mortgage; provided that anything contained in the provisions of such mortgage to the contrary notwithstanding, if there is a default in the performance of the borrower's obligations thereunder, the mortgagee's remedies on account of such default shall, as to the property covered by such lien, be limited to those of (a) taking possession of any or all of the same, (b) thereafter charging admission or other fees as a condition to the continued use thereof by the Unit Owners, their family members and guests, and (c) if necessary and if not prohibited by applicable law, opening the enjoyment thereof to the general public or any segment thereof until such debt is satisfied;

6.5.2. take such steps as are reasonably necessary to protect such property against foreclosure under such mortgage (including, by way of example rather than of limitation, that of opening the enjoyment thereof to the general public or any segment thereof, as aforesaid);

6.5.3. adopt reasonable Rules and Regulations governing the use of the Common Elements by Unit Owners, their family members and guests or any other person (and the adoption thereof shall not be subject to the procedures and requirements set forth in the provisions of section 11-111 of the Act, none of which shall be effective for Rules and Regulations adopted on, before or after January 1, 1982);

6.5.4. charge reasonable admission and other fees for use of the Common Elements (other than those streets, walkways and utility lines and facilities which are subject to the easement created by the provisions of paragraph 6.2.2); and

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6.5.5. (subject to the operation and effect of the provisions of paragraph 5.2.5) suspend the right of any Unit Owner or his family members and guests to use the Common Elements (except for such streets, walkways, and utility lines and facilities),

(a) for so long as such an Assessment levied against such Unit Owner's Unit remains unpaid, and

(b) for any period (not exceeding in length thirty (30) days plus the time during which such infraction continues) for any infraction of the Rules and Regulations.

6.6. Management of Condominium.

6.6.1. The Council may enter into an agreement with any person for such person to provide management services to the Council or the Unit Owners for the Condominium, so long as such agreement

(a) expressly provides that the Council may, without the consent of any other party thereto, terminate such agreement for cause at any time provided that it has given to each other party thereto written notice of its intention to do so by not later than thirty (30) days before the effective date of such termination;

(b) is for a term of not more than one (1) year;

(c) if provision is made therein for a renewal of such agreement from time to time by agreement of the parties thereto, provides that no such renewal provision and no such renewal or combination of renewals made pursuant thereto shall be effective to bind the Council to such agreement for longer than one (1) year from the date of such renewal or combination of renewals (and, to the extent that any such agreement does not expressly so provide, it shall be deemed to do so).

6.6.2. Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, the Council shall not effectuate any decision by it both (a) to terminate any such management agreement, and (b) thereafter to assume or undertake the management of the Condominium without utilizing or employing professional management services with respect to the same, without obtaining each first Mortgagee's prior written approval thereof.

6.7. Right of entry.

6.7.1. The Council, acting through the Board of Directors, its officers, or any manager of the Condominium, and their duly authorized representatives, may enter any Unit whenever such entry is reasonably necessary in order (a) to install, inspect, maintain, repair or replace any of the Common Elements to which access can reasonably be obtained only through such entry, or (b) to maintain, repair or replace any portion of such Unit if such maintenance, repair or replacement are neces-

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sary to prevent injury or damage to any other Unit or to the Common Elements.

6.7.2. Such right of entry shall be exercised only (a) during the hours of from 8:00 o'clock A.M. to 8:00 o'clock P.M., (b) after the Board of Directors, any such officer or such manager, as the case may be, has given to the Unit Owner of such Unit at least five (5) days' written notice of the intention to exercise such right, and (c) while such Unit Owner or his authorized representative is present; provided, that anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, in any emergency situation in which the satisfaction of all of such conditions would not be possible without unreasonably jeopardizing any or all of the Condominium or the health, safety, comfort or welfare of the occupants of any of the Units, such conditions need be satisfied only to the extent that such satisfaction is reasonably possible without so jeopardizing the Condominium or such occupants.

Section 7. Expansion of Condominium.

7.1. The Developer hereby reserves, for a period of ten (10) years after the date hereof, the right (which shall be exercisable at its sole discretion, but only in accordance with the provisions of this Section) to expand the Condominium by subjecting to the Condominium Regime, and thereby adding to the Condominium, any one or more of those parcels of land, situate and lying in the said County, which are designated on the Condominium Plat as "Parcel 2", "Parcel 3", "Parcel 4", "Parcel 5", "Parcel 6", "Parcel 7", "Parcel 8", "Parcel 9", "Parcel 10", "Parcel 11", "Parcel 12", "Parcel 13", "Parcel 14" and "Parcel 15", respectively, and are more particularly described in Exhibits F-1 through F-14, respectively, together with all of the respective improvements thereon and all of the respective rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (each of which parcels, together with such improvements thereon and appurtenances thereto, is hereinafter sometimes referred to as "Parcel 2" through "Parcel 15", respectively, or as a "Future Parcel").

7.2. Any such expansion shall be accomplished by, and shall be and become effective upon and only upon,

7.2.1. the amendment of this Declaration by the recordation among the Land Records of an appropriate amendatory instrument which expressly subjects such Future Parcel to the operation and effect of this Declaration, and sets forth

(a) the undivided percentage interest in the Common Elements, and the percentage interest in the Common Expenses and Common Profits, of each Unit Owner after such expansion, as determined in accordance with the provisions of Section 4;

(b) the number of Votes which each Unit Owner is entitled to cast at meetings of the Member-

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ship after such expansion, as determined in accordance with the provisions of Section 5; and

(c) a legal description of each Future Parcel added to the Condominium by such expansion.

7.2.2. the amendment of the Condominium Plat by the recordation among the Land Records of an appropriate amendatory plat (consisting of one or more sheets) setting forth the detail and information as to each Future Parcel, the Units and the Common Elements added to the Condominium by such expansion, the setting forth of which therein is required by applicable law to effectuate such expansion.

7.3. Except to the extent that the form and contents of any such amendatory instrument or plat are dictated by applicable law, they may be determined by the Developer in the exercise of its sole discretion, and the effectiveness of neither any such expansion nor the execution or recordation of any such instrument or plat shall be conditioned upon any person (other than the Developer) having consented thereto or joined therein (including, by way of example rather than of limitation, any Unit Owner). The Developer shall be entitled to execute and/or record any such instrument or plat and/or take any other action with respect thereto which, in the Developer's opinion, is necessary or desirable to effectuate the provisions of this Section.

7.4. The outlines of those portions of each Future Parcel which, if added to the Condominium, as aforesaid, will constitute buildings or be part of the Common Elements, are shown in general terms on the Condominium Plat.

7.5. The maximum number of Units which may be added to the Condominium as the result of any such expansion shall be that number of Units set forth, with respect to each Future Parcel which would thereby be added to the Condominium, in a schedule attached hereto as Exhibit G.

7.6. Upon any such expansion of the Condominium,

7.6.1. the title to each Future Parcel thereby added to the Condominium shall be and thereafter remain subject to the operation and effect of the provisions of this Declaration, to the same extent as if it were part of the Condominium on the date hereof; and

7.6.2. each Mortgage in effect immediately before such expansion shall, automatically and without the necessity of any action by any party thereto, be deemed to encumber the undivided percentage interest in the Common Elements which is appurtenant to that Unit, the title to which is encumbered by such Mortgage, as and only as such undivided percentage interest and the Common Elements exist immediately after such expansion.

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Section 8. Use of Units.

8.1. Uses prohibited absolutely.

8.1.1. Subject to the operation and effect of the provisions of paragraph 8.1.2,

(a) no Unit shall be devoted to a principal Use other than a residential Use;

(b) no Unit may contain more than one residential Structure at any time (which Structure must be an attached residential Structure, may constitute not more than one Dwelling, and may be used as a residence at any one time by not more than one family);

(c) no Unit Owner other than a first Mortgagee in Possession shall lease his Unit for transient or hotel purposes or for any period which is less than thirty (30) days in duration, or shall lease less than his entire Unit for any purpose.

(d) no trailer, basement, tent, shack, garage, barn, other outbuilding or other Structure of a temporary character within any Unit shall be used as a temporary or permanent residence.

8.1.2. Nothing in the provisions of this Declaration shall be deemed in any way to prohibit

(a) the use by the Developer, and its agents, employees, officers, contractors and invitees, of the improvements within each Unit of which the Developer is then the Unit Owner (i) as offices or sample dwellings in connection with its development, construction, replacement, repair, maintenance, marketing or leasing of any Unit (or of any portion of a Future Parcel which, by virtue of an expansion of the Condominium pursuant to the provisions of Section 7, would become a Unit), or (ii) in any other manner, unless any other person would, were he the Unit Owner thereof, be prohibited or restricted in the same manner; or

(b) the maintenance by or on behalf of the Developer within the Common Elements or any Unit of which it is then the Unit Owner, of one or more signs advertising the Condominium or the sale of Units.

8.2. Uses prohibited without approval by Architectural Committee. Subject to the foregoing provisions of this Section, and unless the Architectural Committee has approved the same in the manner set forth in the By-Laws,

8.2.1. no (a) house trailer, trailer, tractor-trailer or other truck (other than a van or "pick-up" truck), boat, boat trailer, camper, recreational bus or any similar thing, or (b) (unless current and valid license plates are affixed thereto) automobile, shall be stored in the open within any Unit or upon any street or parking area within the Common Elements, either temporarily or permanently.

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8.2.2. no machinery shall be placed or operated within any Unit, except for that customarily utilized in occupying a private residence.

8.2.3. no profession or home industry shall be conducted within any Unit.

8.2.4. no lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate within any Unit; provided, that

(a) building materials being utilized in the construction, reconstruction or repair of any Structure in accordance with the provisions of the By-Laws may be stored thereon while such activities are being carried on, and

(b) if trash or other refuse from such Unit is disposed of by being collected and carried away on a regular and recurring basis, containers containing the same may be placed in the open on any day on which a collection is to be made, at a place within or adjacent to such Unit which affords access thereto to the person making such collection (but further provided, that (i) such containers shall be stored at all other times so that they are not visible from elsewhere within the Condominium, and (ii) the Council may, in its discretion, adopt reasonable Rules and Regulations relating to the size, shape, color, number, type and manner of storage of such containers).

8.2.5. no tree having a diameter of three inches or more, as measured at a point two feet above the ground level, shall be removed from the Common Elements unless it is diseased.

8.2.6. no chain link fence shall be erected or maintained within the Common Elements or any Unit, other than around a tot lot, swimming pool, tennis court or similar sports facility located thereon.

8.2.7. no livestock, poultry, or other animal, bird or insect of any kind shall be raised, bred or kept within any Unit, either temporarily or permanently (provided, that two (2) or fewer dogs, cats or other household pets may be kept within a Unit if not kept, bred or maintained thereon for any commercial purpose).

8.3. Nuisances. No noxious or offensive activity shall be carried on within any Unit, no odor shall be permitted to emanate therefrom, and nothing shall be done thereon in any other manner, so as to render any Unit or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to the Condominium or any occupant thereof.

8.4. Repair of Structures. Each Structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

8.5. Landscaping. Except for patios, walkways, flower gardens, hedges and trees, which shall be neatly maintained, all unimproved open areas within any Unit

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shall be maintained in lawns, which shall be kept mowed to a height not in excess of four inches. The Council may enter any Unit and trim or prune, at its Unit Owner's expense, any lawn, tree, hedge or other planting whose height or location within such Unit is, in the Council's judgment, unreasonably detrimental to any adjoining property, is unattractive or obscures the view of street traffic from any Unit, provided that such Unit Owner is given fifteen (15) days' prior written notice of such action.

Section 9. Rights of Mortgagees.

9.1. General.

9.1.1. Regardless of whether a Mortgagee in Possession of a Unit is the Unit Owner thereof, (a) it shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Condominium Plat, the By-Laws and applicable law which would otherwise be held by such Unit Owner, and (b) the Council and any other Unit Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the Unit Owner thereof.

9.1.2. Any Mortgagee in Possession of a Unit shall (subject to the operation and effect of the provisions of this Declaration, the By-Laws or applicable law) bear all of the obligations under the provisions thereof which are borne by the Unit Owner thereof; provided, that nothing in the foregoing provisions of this paragraph shall be deemed in any way to relieve any Unit Owner of any such obligation, or of any liability to such Mortgagee in Possession on account of any failure by such Unit Owner to satisfy any of the same.

9.2. Rights of first refusal. Any Mortgagee in Possession shall be exempt from any right of first refusal or similar restriction held by the Council, to and only to the extent that it arises under the provisions of the Act, this Declaration or the By-Laws, it being the Developer's intention that nothing in the foregoing provisions of this subsection be deemed in any way to alter or impair the operation and effect of any right of first refusal or similar restriction which at any time is given by a Unit Owner or any other person to the Council or any other person but which does not arise under the provisions of the Act, this Declaration or the By-Laws.

9.3. Priority over Assessment. The interest in a Unit held by a Mortgagee thereof under its Mortgage shall be

9.3.1. free of any claim or lien for any Assessment levied against such Unit before such Mortgage is recorded among the Land Records (unless before such recordation a statement of condominium lien (as that term is defined by the provisions of section 11-110 of the Act, and sufficient for the purposes thereof) covering such Assessment is recorded among the Land Records), other than any claim for a pro rata share of the amount represented

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by such Assessment which results from any pro rata reallocation of such Assessment among all of the Units, including such Unit; and

9.3.2. free of any such claim or lien arising after such Mortgage is recorded, and before such Mortgagee is a Mortgagee in Possession of such Unit.

9.4. Actions conditioned on Mortgagee's approval. Unless each first Mortgagee of each Unit which would be affected thereby has given its written approval thereof, neither the Council nor any Unit Owner shall by act or omission

9.4.1. partition or subdivide, or seek to partition or subdivide, any such Unit;

9.4.2. seek to abandon, partition, subdivide, encumber, sell or transfer any of the Common Elements (provided, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements, or pursuant to any other provision of this Declaration, shall not be deemed prohibited by the foregoing provisions of this subsection); or

9.4.3. use any proceeds derived from hazard insurance and paid to the Council on account of any damage to or destruction of any of the improvements within any Unit or the Common Elements, for other than the repair, replacement or reconstruction of such improvements, except to the extent and in the manner provided by the Act in the case of substantial loss to the Units or the Common Elements.

9.5. Inspection; statement and notice. A Mortgagee shall, upon request to the Council, and provided that it has furnished the Council with the information which it is required by the By-Laws so to furnish the Council, in the manner set forth therein, be entitled to

9.5.1. inspect the Council's books and records during normal business hours;

9.5.2. require the preparation of and (if such preparation is required) receive an annual audited financial statement of the Council within ninety (90) days after the end of any fiscal year of the Council;

9.5.3. be given timely written notice of all meetings of the Membership, and designate a representative to attend all such meetings; and

9.5.4. be given timely written notice by the Council of

(a) any proposed amendment of this Declaration, the By-Laws or the Condominium Plat which would change (i) the boundaries of any Unit, (ii) the undivided percentage interest in the Common Elements or the percentage interest in the Common Expenses and Common Profits which is appurtenant to any Unit, (iii) the number

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of Votes held by the Unit Owner of any Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted by the provisions of this Declaration, the By-Laws or the Condominium Plat;

(b) any proposed termination of the Condominium Regime;

(c) any condemnation or eminent domain proceeding affecting any or all of the Condominium;

(d) the occurrence of any significant damage to or destruction of the Common Elements; and

(e) any default by the Unit Owner of such Mortgagee's Unit in the performance of such Unit Owner's obligations under the provisions of this Declaration or the By-Laws which is not cured within sixty (60) days after such default commences.

9.6. Rights in event of damage or destruction.

9.6.1. If any or all of a Unit is damaged substantially, destroyed or made the subject of any condemnation or eminent domain proceeding, or the acquisition thereof is otherwise sought by any condemning authority, each Unit Owner and each Mortgagee shall have such rights in connection therewith as are set forth in the provisions of the Act, this Declaration and the By-Laws (including, by way of example rather than of limitation, those of such provisions which govern the disposition or distribution of the proceeds thereof, any resulting reallocation of the respective undivided percentage interests in the Common Elements, percentage interests in the Common Expenses and Common Profits and the Votes which are appurtenant to the Units, and any restoration or repair of the Condominium necessitated thereby).

9.6.2. Nothing in the provisions of this Declaration, the By-Laws, the Condominium Plat or the Council's articles of incorporation shall entitle the Unit Owner of a Unit or any other party to priority over any Mortgagee of such Unit in the distribution with respect to such Unit of the proceeds of (a) any insurance which accrue as a result of any such damage or destruction, or (b) any award or settlement made as a result of any such condemnation, eminent domain proceeding or acquisition.

9.7. Right to lease Unit. Any first Mortgagee in Possession of a Unit shall be entitled to lease any or all of it for any purpose consistent with applicable law, provided that such lease conforms to the standards set forth in the provisions of Section 8.

Section 10. General.

10.1. Effectiveness. This Declaration shall become effective upon and only upon its having been executed and acknowledged by the Developer and recorded among the Land Records.

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10.2. Assignment.

10.2.1. The Developer shall be entitled at any time to assign to any person any or all of its right, title and interest under the provisions of this Declaration (including, by way of example rather than of limitation, the Developer's rights under, or held pursuant to, the provisions of Sections 5, 6, 7 and 8) by an instrument which makes specific reference to this subsection, and is executed and delivered by the Developer and such assignee and recorded among the Land Records. Upon the making of such assignment, such assignee shall succeed to all of the Developer's right, title and interest as such hereunder.

10.2.2. The Developer may from time to time hereafter permit any right which it holds under the provisions of this Declaration to be exercised on its behalf by any of its officers, directors, employees or agents.

10.3. Amendment and termination.

10.3.1. Except as is otherwise provided in this Declaration, this Declaration and the Condominium Plat may be amended (and the Condominium Regime may be terminated) with and only with the prior, express written consent thereto of each Unit Owner and each Mortgagee, acting in accordance with the provisions of the Act.

10.3.2. Anything contained in any of the provisions of this Declaration to the contrary notwithstanding,

(a) for purposes of the provisions of paragraph 10.3.1, an amendment of the By-Laws in accordance with the provisions thereof shall not be deemed an amendment of this Declaration;

(b) the By-Laws may be amended by and only by both (i) the affirmative vote of Unit Owners having at least sixty-six and two-thirds percent (66 2/3%) of the total number of Votes then held by all of the Unit Owners, and (ii) (if such amendment would materially affect such Mortgagee's rights, priorities, remedies or interest under the Declaration, the By-Laws or the Condominium Plat) the prior written approval thereof by each Mortgagee who has both notified the Council of its status as such, and furnished the Council with the information which it is required by the By-Laws to furnish to the Council, all in the manner set forth therein;

(c) the Developer may, without obtaining the consent thereto of any Unit Owner or Mortgagee, amend this Declaration, the By-Laws or the Condominium Plat if and only if such amendment is (in the Developer's reasonable opinion) necessary to correct obvious typographical, mathematical or similar errors therein; and

(d) nothing in the foregoing provisions of this subsection shall be deemed in any way to require the consent of each Unit Owner and each Mortgagee to any action taken by one or more Unit Owners pursuant to the provisions of section 11-107(d) of the Act, so long as the

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amendment to the Declaration which effectuates the same pursuant to such provisions is executed by the Unit Owners of the Units involved in such action; provided, that if such action would involve (i) the alteration or removal of any intervening partition between the Units involved, or (ii) the creation of any aperture therein, then such action shall, in addition, require (i) the delivery to the Board of Directors of copies of architectural plans for such action, which plans shall show that the structural integrity of the Building will not be impaired, that no mechanical systems of the Building will be impaired, and that no support of any portion of the Condominium will be lessened, and (ii) the Board of Directors' prior approval of such action (which approval shall (A) not unreasonably be withheld, and (B) be indicated on the amendment to the Declaration filed to effectuate such action).

10.3.3. Any such amendment shall become effective upon and only upon the recordation of an appropriate amendatory instrument or plat among the Land Records.

10.4. Waiver. The Developer shall not be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by the Developer in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

10.5. Applicable law. This Declaration shall be given effect and construed by application of the law of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland; provided, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland.

10.6. Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

10.7. Severability. No determination by any court, governmental or administrative body or otherwise that any provision of this Declaration, the By-Laws, the Condominium Plat or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b) such provision in any instance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

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10.8. Construction. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well; and (c) to any Section, subsection, paragraph or subparagraph shall be deemed, unless otherwise expressly indicated, to have been made to such Section, subsection, paragraph or subparagraph of this Declaration.

10.9. Contract Purchasers and Lessees. Nothing in the provisions of this Declaration or the By-Laws shall be deemed in any way to condition the effectiveness of any action upon the consent thereto or joinder therein of any Contract Purchaser or Lessee of a Unit, notwithstanding that such effectiveness may be conditioned upon the consent thereto or joinder therein of the Unit Owner of such Unit.

10.10. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

10.11. General plan of development.

10.11.1. The provisions of this Declaration, the By-Laws and the Condominium Plat shall conclusively be deemed to be part of a general plan or scheme of development and use for the Condominium and, as such, to be covenants running with, binding upon, benefiting and burdening the respective titles to each Unit and the Common Elements; provided, that the same shall not be deemed covenants running with, binding upon, benefiting or burdening the title to (or otherwise to be enforceable at law or in equity with respect to) (a) any Future Parcel or portion thereof unless and until it is added to the Condominium through an expansion thereof pursuant to the provisions of Section 7, or (b) any real property not within Parcel 1 or any Future Parcel.

10.11.2. If any Unit Owner or other person fails to comply with any of the provisions of the Declaration, the By-Laws or the Condominium Plat, such failure shall give rise to a cause of action for the recovery of damages, injunctive relief or both, in any or all of the Developer, the Council and each Unit Owner, and their respective heirs, personal representatives, successors and assigns.

10.11.3. Both the Developer, by delivering to any person a deed conveying to him the title to a Unit, and such person, by accepting such delivery, shall be deemed thereby to have agreed with each other, the Council and each other Unit Owner, to be bound by the provisions of this Declaration, the By-Laws and the Condominium Plat.

10.11.4. Any lease or licensing agreement entered into by a Unit Owner or another person and covering any or all of a Unit, or by the Council and covering any of the Common Elements, shall be in writing and shall expressly provide that (a) the terms of the lease or li-

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cense thereby created are in all respects subject to the operation and effect of the provisions of this Declaration, the By-Laws and the Condominium Plat, and (b) any failure by the lessee or licensee thereunder to comply with such provisions shall be a default under such agreement. To the extent that any such agreement does not expressly so provide, it shall be deemed to do so.

10.11.5. Each person who, together with any other person, is a Unit Owner or a Lessee shall be jointly and severally liable for adhering to the terms and satisfying the conditions hereof.

10.12. Notices.

10.12.1. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to any person shall be in writing, and shall be deemed to have been provided (a) forty-eight (48) hours after having been deposited as first-class mail in the United States mails, postage prepaid, and addressed (i) if the addressee is the Developer, to its address which is set forth hereinabove or to such other address in the United States of America as the Developer may designate from time to time by notice to the Council, with a copy to the Developer's attorney, Victoria S. Bergel, Esquire, (whose address is 100 South Charles Street, Baltimore, Maryland 21201), (ii) if the addressee is the Council or the Architectural Committee, to the address of the Council's resident agent, or to such other address in the United States of America as the Council may designate from time to time by notice to the Unit Owners, (iii) if the addressee is a Unit Owner (other than the Developer) or a Mortgagee who (in accordance with the provisions of the By-Laws) has notified the Council of its status as such and furnished the Council with its address in the United States of America, to such person's said address (herein referred to as such person's "Notice Address"), and (iv) if the addressee either (A) has not so notified the Council and furnished it with its address, as aforesaid, or (B) is any other person, to such address in the United States of America as is used by the United States Postal Service for the delivery of mail to such person or his Unit, or (b) on actual hand or other delivery to such person.

10.12.2. Anything contained in the provisions of this Declaration to the contrary notwithstanding, unless a Unit Owner or a Mortgagee has notified the Council of its status as such and furnished the Council with its address in accordance with the provisions of the By-Laws, such person shall have no right under the provisions thereof or of this Declaration (a) to be given any notice, demand, consent, approval, request or other communication or document by the Council, (b) to participate in the consideration of or cast any vote on any question voted upon by the Membership, or (c) otherwise to be recognized as such by the Council or any Unit Owner.

10.13. Waiver of reversionary right. The provisions of this Declaration shall not be construed as conditions subsequent, or as creating a possibility of rever-

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ter, and no provision hereof shall be deemed to vest in the Developer or any other person any reversionary right with respect to any Unit or the Common Elements. Any such reversionary right is hereby expressly waived.

10.14. Developer's affirmation pursuant to section 11-102.1 of the Act. The Developer hereby affirms under penalty of perjury that the notice requirements of section 11-102.1 of the Real Property Article of the Annotated Code of Maryland, if applicable to this Declaration or to the Condominium, have been fulfilled.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS:

TIMBER NECK PARTNERSHIP, a limited partnership organized and existing under the law of Maryland,

Barbara M. Rosenberger

by Alfred A. Shamah (SEAL)
Alfred A. Shamah,
General Partner

Barbara M. Kauffman

by Steven J. Gumenick (SEAL)
Steven J. Gumenick,
General Partner

John S. Paul

by Donald F. Martin, Jr. (SEAL)
Donald F. Martin, Jr.,
General Partner

The Developer

STATE OF Pa. : COUNTY OF York : TO WIT:

I HEREBY CERTIFY that on this 10 day of March, 1982, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Alfred A. Shamah, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is a general partner in TIMBER NECK PARTNERSHIP, a limited partnership organized and existing under the law of Maryland and the entity named therein as "the Developer", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notar-

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ial Seal, the day and year first above written.

Luther A. Wise
Notary Public

My commission expires on 7/19/82.

STATE OF Pa. : COUNTY OF York : TO WIT:

I HEREBY CERTIFY that on this 10th day of March, 1982, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Steven J. Gumenick, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is a general partner in TIMBER NECK PARTNERSHIP, a limited partnership organized and existing under the law of Maryland and the entity named therein as "the Developer", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

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

Luther A. Wise
Notary Public

My commission expires on 7/19/82.

STATE OF Pa. : COUNTY OF York : TO WIT:

I HEREBY CERTIFY that on this 10th day of March, 1982, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Donald F. Martin, Jr., known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is a general partner in TIMBER NECK PARTNERSHIP, a limited partnership organized and existing under the law of Maryland and the entity named therein as "the Developer", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

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

Luther A. Wise
Notary Public

My commission expires on 7/19/82.

LIBER 1093 FOLIO 313.

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2903C

TREOVER, a condominium

DECLARATION

EXHIBIT A

Description of Parcel 1

ALL OF THAT LAND, situate and lying in Howard
County, Maryland, which is described as follows:

Order: 82B9M4JQY
Address: 6075 Majors Ln Apt 3
Order Date: 04-08-2020
Document not for resale
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LIBER 1093 FOLIO 314

TREOVER, A CONDOMINIUM
DESCRIPTION FOR PARCEL 1

BEGINNING for the same at a point at the beginning of North 22° 47' 45" East, 430.00 foot Plat Line of a Subdivision entitled Village of Long Reach, Section 1, Area 2, Lots B-1 and B-2, a resubdivision of Parcel B, recorded among the Land Records of Howard County, Maryland as Plat No. 2234, thence running with and along boundary of the above-mentioned Plat, referring to the Maryland State Grid System, the following four (4) courses and distances, viz:

- (1) North 22° 47' 45" East, 430.00 feet thence,
- (2) North 45° 12' 35" East, 202.86 feet thence,
- (3) South 66° 37' 44" East, 305.03 feet thence,
- (4) North 82° 44' 04" East, 51.00 feet to a point, thence

leaving said Boundary Line of the above-mentioned Plat and running for the new lines of division the following five (5) courses and distances, viz:

- (5) South 22° 47' 45" West, 195.53 feet thence,
- (6) South 67° 12' 15" East, 130.45 feet thence,
- (7) South 22° 47' 45" West, 80.50 feet thence,
- (8) South 67° 12' 15" East, 26.45 feet thence,
- (9) South 00° 38' 29" East, 46.01 feet to a point on a curved

Plat Line of the above-mentioned Plat having a radius of 112.50 feet and an arc length of 93.75 feet, said point being distant South 77° 12' 15" West, 47.37 feet from the end of said curved Plat Line, thence running reversely along said curved Plat Line 46.02 feet along the arc of a curve to the right having a radius of 112.50 feet and a long chord bearing and distance of

(10) North 78° 55' 18" West, 45.70 feet, thence running reversely along the line of division between Lots B-1 and B-2 of the above-mentioned Plat the following four (4) courses and distances, viz:

(11) North 67° 12' 15" West, 108.07 feet, thence running along the arc of a curve to the left having a radius of 87.50 feet and a long chord bearing and distance of

- (12) South 78° 21' 08" West, 98.98 feet thence,
- (13) South 43° 54' 30" East, 306.18 feet thence,

(14) South 00° 51' 40" West, 16.80 feet to a point on the northerly-most curved right-of-way line of Major's Lane, sixty (60) feet wide as now existing, having a radius of 530.00 feet and an arc length of 567.96 feet, said point being distant North 24° 39' 06" West, 342.42 feet from the beginning of said curved right-of-way line and running thence with said northerlymost curved right-of-way line 219.28 feet along the arc of a curve to the left having a radius of 530.00 feet and a long chord bearing and distance of

LIBER 1093 FOLIO 315

(15) North 55° 21' 03" West, 217.71 feet thence,

(16) North 67° 12' 15" West, 50.17 feet to the point of beginning containing 248,182.718 square feet or 5.698 Acres of Land more or less.

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Address: 6075 Majors Ln Apt 3
Order Date: 04-08-2020
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TREOVER, a condominium

DECLARATION

EXHIBIT C

Schedule of Type I Units, Type II Units,
Type III Units and Type IV Units

Of the Units in Parcel 1,

(1) the following Units shall be Type I Units:
A-7, A-8, A-9, A-10, A-11, A-12, B-7, B-8, B-9, B-10,
B-11, B-12, C-7, C-8, C-9, C-10, C-11, C-12, D-7, D-8,
D-9, D-10, D-11, D-12, E-7, E-8, E-9, E-10, E-11 and E-12;

(2) the following Units shall be Type II Units:
A-1, A-2, A-3, A-4, A-5, A-6, B-1, B-2, B-3, B-4, B-5,
B-6, B-13, B-14, B-15, B-16, B-17, B-18, C-2, C-4, C-6,
C-13, C-15, C-17, D-2, D-4, D-6, D-13, D-15, D-17, E-2,
E-4, E-6, E-13, E-15 and E-17;

(3) the following Units shall be Type III Units:
C-1, C-3, C-5, C-14, C-16, C-18, D-1, D-3, D-5, D-14, D-16,
D-18, E-1, E-3, E-5, E-14, E-16 and E-18; and

(4) none of the Units shall be Type IV Units.

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Address: 6075 Majors Ln Apt 3
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TREOVER, a condominium

DECLARATION

EXHIBIT D

Formula for computation of percentage
interests after an expansion of Condominium

(1) In the following formula, the following letters have the meanings hereinafter ascribed to them:

A = the number of Type I Units in the Condominium immediately after the expansion of the Condominium;

B = the number of Type II Units in the Condominium immediately after such expansion;

C = the number of Type III Units in the Condominium immediately after such expansion;

D = the number of Type IV Units in the Condominium immediately after such expansion; and

X = the undivided percentage interest in the Common Elements, and the percentage interest in the Common Expenses and Common Profits, of each Type I Unit immediately after such expansion.

(2) To compute the respective undivided percentage interest in the Common Elements, and the percentage interest in the Common Expenses and Common Profits, of each Unit immediately after such expansion, the value of X should first be determined using the following formula:

$$X = 100 \div (A + 1.3B + 1.5C + 1.8D)$$

(3) When the value of X has been determined,

(i) the undivided percentage interest in the Common Elements, and the percentage interest in the Common Expenses and Common Profits, of each Type II Unit immediately after such expansion shall equal the product obtained by multiplying X by 1.3; and

(ii) the undivided percentage interest in the Common Elements, and the percentage interest in the Common Expenses and Common Profits, of each Type III Unit immediately after such expansion shall equal the product obtained by multiplying X by 1.5; and

(iii) the undivided percentage interest in the Common Elements, and the percentage interest in the Common Expenses and Common Profits, of each Type IV Unit immediately after such expansion shall equal the product obtained by multiplying X by 1.8.

ARTICLES OF INCORPORATION

Order: 82B9M4JQY
Address: 6075 Majors Ln Apt 3
Order Date: 04-08-2020

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ARTICLES OF REVIVAL

FOR

THE COUNCIL OF UNIT OWNERS OF TROOVER,

A CONDOMINIUM, INCORPORATED

(Insert exact name of corporation as it appears on records of the State Department of Assessments and Taxation)

FIRST: The name of the corporation at the time the charter was forfeited was
The Council of Unit Owners of Treover, A Condominium, Incorporated

SECOND: The name which the corporation will use after revival is The Council
of Unit Owners of Treover, A Condominium, Incorporated

THIRD: The address of the principal office in this state is c/o Wallace H.
Campbell & Co., 1701 Meridene Drive, Baltimore, MD 21239

FOURTH: The name and address of the resident agent is
Bruce D. Brown, Esq., 2 E. Fayette St., Baltimore, Maryland 21202

FIFTH: These Articles of Revival are for the purpose of reviving the charter of the corporation.

SIXTH: At or prior to the filing of these Articles of Revival, the corporation has (a) Paid all fees required by law; (b) Filed all annual reports which should have been filed by the corporation if its charter had not been forfeited; (c) Paid all state and local taxes, except taxes on real estate, and all interest and penalties due by the corporation or which would have become due if the charter had not been forfeited whether or not barred by limitations.

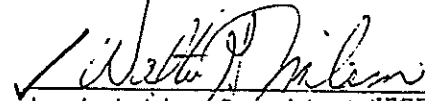
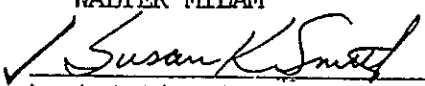
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STATE DEPT. OF
ASSESSMENTS & TAXATION

(Use A for signatures. If that procedure is unavailable, use B. If A & B are not available, use C. ONLY SIGN UNDER ONE SECTION.)

A. The undersigned who were respectively the last acting president (or vice president) and secretary (or treasurer) of the corporation severally acknowledge the Articles to be their act.


Last Acting President/Vice President
WALTER MILAM

Last Acting Secretary/Treasurer

~~(Use if A cannot be signed/acknowledged)~~

~~B. The last acting president, vice president, secretary, and treasurer are unwilling or unable to sign and acknowledge these Articles; therefore, the undersigned who represent the lessor of a majority or 3 of the last acting directors of the corporation severally acknowledge the Articles to be their act.~~

~~_____
Last Acting Director~~

~~_____
Last Acting Director~~

~~_____
Last Acting Director~~

~~(Use if A and B cannot be signed/acknowledged)~~

~~C. The last acting president, vice president, secretary, and treasurer of the corporation are unable or unwilling to sign the Articles. There are less than the required number of directors able and willing to sign the Articles, therefore, the undersigned who were elected as directors for the purpose of reviving the charter of the corporation severally acknowledge the Articles to be their act.~~

~~_____
Director~~

~~_____
Director~~

~~_____
Director~~

Order: 82B9M4JQY

Address: 6075 Majors Ln Apt 101

Order Date: 04-08-2020

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AFFIDAVIT FOR REVIVAL OF A CHARTER

I, Walter Milam, President of The Council of Unit Owners of Treover,
(insert name and title) A Condominium, Incorporated
(insert name of corporation)

hereby declare that the previously mentioned corporation has paid all State and local taxes except taxes on real estate, and all interest and penalties due by the corporation or which would have become due if the charter had not been forfeited whether or not barred by limitations.

Walter Milam
(print name beneath signature)
WALTER MILAM

I hereby certify that on Nov. 4, 1992 before me the
(insert date)

subscriber, a notary public of the State of Maryland, in and for _____
(insert name)

Montgomery County personally appeared Walter
of county for which notary is appointed) (insert name)

Milam and made oath under the penalties of perjury that
of person swearing)

the matters and facts set forth in this affidavit are true to the best of his knowledge, information and belief.

As witness my hand and notarial seal

C. Lynn Keller
(signature of notary public)

My Commission expires 6-1-93.

ARTICLE 3 OF INCORPORATION

OF

THE COUNCIL OF UNIT OWNERS OF TREOVAR, A CONDOMINIUM, INCORPORATED

approved and received for record by the State Department of Assessments and Taxation
of Maryland March 15, 1982 at 4:00 o'clock P. M. as in conformity
with law and ordered recorded.

Recorded in Liber 2536, folio 30577, one of the Charter Records of the State
Department of Assessments and Taxation of Maryland.

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

To the clerk of the Superior Court of Baltimore City

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

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

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the
in this office. DATED 5-5-87
DEPARTMENT OF ASSESSMENTS AND TAXATION
BY *[Signature]* A 123839
THIS is our previous certification system. Effective: 10/84
8303078

Order: 82B9M4JQY
Address: 6075 Majors Ln Apt 3
Order Date: 04-08-2020
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of the Act, a condition to the termination of the said
condominium regime for the Condominium

IN WITNESS WHEREOF, the undersigned hereby
executes and seals these Articles of Incorporation and
acknowledges them to be his act, the day and year first
above written.

WITNESS:

Charles M. K... 1...

ALFRED A. SHARAH (SEAL)

ARTICLES OF AMENDMENT
OF
THE COUNCIL OF UNIT OWNERS OF TROOVER,
A CONDOMINIUM, INCORPORATED

approved and received for record by the State Department of Assessments and Taxation
of Maryland April 14, 1982 at 4:00 o'clock P. M. as in conformity
with law and ordered recorded.

Recorded in Liber **2539**, folio **211**, of the Charter Records of the State
Department of Assessments and Taxation of Maryland

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

To the clerk of the _____ Court of Montgomery County

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

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



STATE OF MARYLAND

A 125205

At this is a true and complete copy of
file in this office. DATED: 8203132 5-5-87
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
Opene *Patterson*
This stamp replaces our previous certificate system.

drb

GLR/03-23-82
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THE COUNCIL OF UNIT OWNERS OF TROVER,
A CONDOMINIUM, INCORPORATED

ARTICLES OF AMENDMENT

THESE ARTICLES OF AMENDMENT, made this 21 day of March, 1982, by THE COUNCIL OF UNIT OWNERS OF TROVER, A CONDOMINIUM INCORPORATED, a nonstock corporation organized and existing under the law of Maryland (hereinafter "the Council"),

WITNESSETH, THAT THE COUNCIL hereby amends its Articles of Incorporation, dated March , 1982, as heretofore filed with the State Department of Assessments and Taxation of Maryland (hereinafter referred to as "the Articles of Incorporation"), in the following manner:

Article 1. Amendments.

1.1. The provisions of Article 3 of the Articles of Incorporation are hereby amended and restated in their entirety as follows:

"Article 3. Principal office and resident agent.

3.1. The post office address of the principal office of the Council in Maryland is c/o Keystone Management Corporation, 10750 Columbia Pike, Suite 305, Silver Spring, Maryland 20901.

3.2. The name and post office address of the resident agent of the Council in Maryland is Gregory L. Reed, Esquire, 1300 Mercantile Bank and Trust Building, 2 Hopkins Plaza, Baltimore, Maryland 21201. Such resident agent is a citizen of the State of Maryland who actually resides therein."

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1.2. The provisions of subarticle 6.2 of the Articles of Incorporation are hereby amended and restated in their entirety as follows:

"Article 6. Directors.

6.1. The number of directors which the Council shall have shall be five (5), which number may be increased or decreased by an amendment of the By-Laws, but shall never be less than three (3).

6.2. The names of the directors who shall act until the first annual meeting of the membership of the Council, and until their successors are elected and qualified are:

David B. Adler
Joseph E. Link
Joseph F. Tieperman, Jr.
Kenfall White
Carol Russell."

2. Approval. The said amendments, and the adoption of these Articles of Amendment, have been duly advised by the Council's Board of Directors and approved by the members of the Council, in the manner and by the vote required by the provisions of the Corporations and Associations Article of the Annotated Code of Maryland (1975 edition, as amended) and of the Articles of Incorporation.


IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed and ensealed on

2407

GLR/03-10-82
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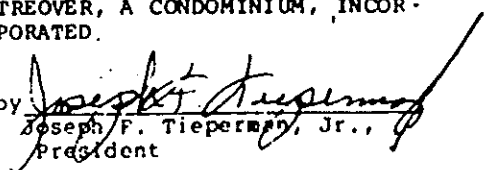
its behalf by its duly authorized representatives, and
acknowledges them to be its act, the day and year first
above written.

ATTEST:


Joseph E. Link, Secretary

THE COUNCIL OF UNIT OWNERS OF
TREOVER, A CONDOMINIUM, INCOR-
PORATED.

by


Joseph F. Tieperman, Jr.,
President

TREOVER, A CONDOMINIUM

Rules and Regulations

1. Alterations

All architectural alterations shall be done in accordance with the guidelines, restrictions and procedures set forth in Article VI of the Bylaws. No exterior alteration of any sort shall be permitted without written approval from the Board of Directors. All applications for such alterations must be submitted to the board for their approval. No oral requests shall be considered.

2. Barbecues and Cooking Equipment

The use of charcoal barbecue grills and gas-fired grills on balconies and patios is prohibited. Use of grills must be at a minimum of fifteen (15) feet from any structure. Gas tanks are not to be stored on the property. Violators are subject to a fine.

3. Children

Parents are responsible for the control and supervision of their children's activities in order that they do not become an annoyance or hazard to other residents, to the condominium, or to private property.

4. Hallways

The common area hallways are to be used for ingress and egress purposes only. No storage of any items, playing or loitering will be permitted at any time.

5. Insurance

The Board of Directors shall maintain insurance required by the Bylaws of the condominium which is to cover the structure. The unit owner is encouraged to obtain additional insurance to offset the current deductible amounts of insurance policy in effect with the Association.

6. Laundry Rooms

Laundry rooms are for the use of Treover residents only. After using the laundry equipment, please remove your clothes within a timely manner.

7. Leasing of Units

No units shall be leased for periods of less than thirty (30) days. The owner shall furnish the Management Agent with a copy of all leases, and shall also provide the Management Agent with the owner's mailing address and phone number for emergency purposes. All leases shall be subject to the terms of these Rules, the Declaration, and Bylaws.

8. Noise

Residents and guests of residents shall refrain from disturbing their neighbors with excessive noise from televisions, radios, stereo amplifiers, musical instruments, including but not limited to automobile horns, and operation of tools at an inappropriate time between the hours of 11 p.m. and 7 a.m., seven (7) days a week.

9. Patios and Balconies

a) Patios and balconies shall not be used for storage.

b) Appropriate seasonal furniture is permitted along with storage of firewood. Firewood can be stored during the months of October through April only. The firewood shall be no more than one quarter (1/4) of a cord (2'x2'x2').

c) All types of screens, blinds, shutters, window enclosures, or shades are prohibited on the balconies or patios.

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10. Pets

Pets shall not be allowed to run loose or unsupervised and shall be leashed at all times. Pets may not be leashed to any stationary object on the common or limited common elements. The regulations of pets within the condominium is consistent with the Howard County laws and requires direct supervision of animals, owner responsibility for animal defecation, owner responsibility for damage to condominium property including shrubs and grass. Pets should be appropriate to the size of the unit and must not create a nuisance or unsanitary condition. No more than two (2) domestic pets will be allowed per unit. Commercial breeding of pets within the condominium is prohibited.

11. Signs

No signs of any type shall be displayed on any condominium unit or property. One (1) real estate "For Sale" sign may be displayed inside the window of the unit for sale. The sign size shall not exceed 20" x 28".

12. Tot Lots

Tot lot areas are to be used at your own risk. All children under six (6) should be accompanied by an adult.

13. Trash Disposal

All residents must properly dispose of their trash within the dumpsters located on the property. Anyone with large or bulk items for disposal must make arrangements directly with Howard County or a private hauler, at their own expense.

14. Vehicles and Parking

Current state registration is required for all vehicles parked on condominium property. No house trailer, trailer, tractor trailer or other truck (dump truck, flatbed, step van used for commercial purposes, moving van, tow truck), boat, boat trailer, camper, recreational bus or any similar vehicle used for commercial purposes shall be kept upon the common elements. No vehicle should be operated at speeds exceeding 10 miles per hour. All vehicles must be kept in proper operating condition. No repairs or extraordinary maintenance of vehicles shall be carried out upon the common elements.

15. Window Treatments

All windows and patio doors must display proper window treatments. Blankets, sheets, towels, newspapers, etc., are not considered proper window treatments. The preferred window treatment, as seen from the outside, should be either white or off white.

* * *

Enforcement of the above "Rules and Regulations" and the provisions of the Declaration and Bylaws of the Condominium shall be in accordance with Section 11-113 of the Maryland Condominium Act. The Board of Directors may take appropriate action to enforce the Rules, Declaration and Bylaws in the event of violation, which enforcement may include, but is not limited to, the imposition of fines or institution of legal action.

**AMENDED AND RESTATED BYLAWS
OF THE COUNCIL OF UNIT OWNERS
OF TREOVER, A CONDOMINIUM, INC.**

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**AMENDED AND RESTATED BYLAWS
OF THE COUNCIL OF UNIT OWNERS OF
TREOVER, A CONDOMINIUM, INC.**

Article I

Introduction

Section 1. Applicability. These Bylaws provide for the self-government of The Council of Unit Owners of Treover, a Condominium, Inc., as well as the family members, tenants, occupants, guests, licensees, servants, agents, employees or assignees of the Unit Owners, all of whom are subject to the restrictions and enforcement provisions of the Declaration of The Council of Unit Owners of Treover, a Condominium, Inc., recorded in the Land Records of Howard County, Maryland. Acquisition, rental, use or occupancy shall be conclusively deemed to mean that the said Unit Owner, tenant, occupant or user has accepted and ratified these Bylaws and the Rules and Regulations of The Council of Unit Owners of Treover, a Condominium, Inc., and will comply with them.

Section 2. Name and Mailing Address. The name of the incorporated council is The Council of Unit Owners of Treover, a Condominium, Inc. (hereinafter referred to as the "Council"). The mailing address and principal office is 5913 Tamar Drive, Columbia, Maryland 21045 or at such other place as may be designated from time to time by the Board of Directors.

Section 3. Registered Agent. The registered agent of the Council shall be that person whose name is on file with the Maryland Department of Assessments and Taxation as provided in the Maryland Condominium Act as it is amended. The registered agent is a citizen and actual resident of the State of Maryland.

Section 4. Membership. An Unit Owner of a unit shall automatically become a member of the Council upon taking title to the unit and shall remain a member for the entire period of ownership. If title to a unit is held by more than one person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per unit. Membership does not include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Unit Owner's membership. Membership shall be appurtenant to the unit to which it appertains and shall be transferred automatically by conveyance of that unit and may be transferred only in connection with the transfer of title.

Section 5. Title to Units. Title to a unit may be taken in the name of one or more persons, 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.

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Section 6. Purpose. The Council shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments of common expenses, arranging for the management of the Condominium and performing all of the other acts that may be required to be performed by the Council by the Maryland Condominium Act and the Declaration. Except as to those matters which the Maryland Condominium Act or the Declaration, as amended, specifically require to be performed by the vote of the Council, the administration of the foregoing responsibilities shall be performed by the Board of Directors, as more particularly set forth below.

Section 7. Definitions. Unless it is plainly evident from the context that a different meaning is intended, all terms used herein shall have the same meaning as they are defined to have in the Council's Declaration. Capitalized terms used herein without the definition shall have the meanings specified for such terms in the Declaration, or if not defined therein, the meanings specified for such terms in the Maryland Condominium Act, as amended (the "Act"). Undefined terms have their plain and natural meaning.

Article II

Council of Unit Owners

Section 1. Powers. The Council of Unit Owners shall have all of the powers permitted in the Act as if expressly stated herein or otherwise permitted by law, the Articles of Incorporation, and the Declaration. Except as to those matters which the Maryland Condominium Act, the Declaration or these Bylaws specifically require to be performed by the vote of the Council, the foregoing powers and duties shall be performed by the Board of Directors or delegated to the Managing Agent as more particularly set forth in Article III of these Bylaws.

Section 2. Composition. The Council shall consist of all of the Unit Owners acting as a group in accordance with the Maryland Condominium Act pursuant to the Declaration and these Bylaws. The name for the Council shall be the "The Council of Unit Owners of Treover, a Condominium, Inc." For all purposes the Council shall act merely as an agent for the Unit Owners as a group. The Council is incorporated as a Maryland non-stock corporation and is subject to those provisions of Title 5, Subtitle 2 of the Corporations and Associations Article of the Annotated Code of Maryland.

Section 3. Annual Meetings. Regular annual meetings of the Council shall be held in June of each year (subject to proper adjournments). At such meeting there shall be an election of Directors in accordance with the requirements of Article III, Section 5, of these Bylaws. The Unit Owners may also conduct such other business of the Council as may properly come before them.

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

Section 5. Special Meetings. It shall be the duty of the President to call a special meeting of the Council if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Unit Owners having votes totaling not less than twenty-five percent (25%) of the aggregate eligible Votes. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 6. Notice of Meetings. It shall be the duty of the Secretary to send by United States first-class mail or to deliver a notice of each meeting of the Council, stating the purpose thereof as well as the date, time and place where it is to be held, to each Unit Owner, at his address as it appears on the roster of the Council, or if no such address appears, at his or her Unit, at least ten (10) days, but not more than ninety (90) days prior to any annual or special meeting of the Council or within such period allowed under the Act. Service may also be accomplished by the delivery of any such notice by hand to the Unit Owner at his dwelling unit or last known address or at the office of any agent of the Unit Owner. Notice by either such method shall be considered as notice served.

Section 7. Roster of Unit Owners. The Council shall maintain a current roster of names and addresses of each Unit Owner to which notice of meetings of the Council shall be delivered or mailed. Each Unit Owner shall, within five (5) days after acquiring title to the unit, furnish the manager of the Council (or if no Manager is serving, such person as designated by the Board of Directors) with his or her name and current mailing address on a form to be provided by the Council (hereinafter referred to as the "Unit Information Certificate"). In the event there is more than one Unit Owner, all Unit Owners shall execute the Unit Information Certificate and shall designate one natural person to be the person entitled to vote at meetings of the Council. No Unit Owner may vote at meetings of the Council until this information is furnished. Unless the Council has received express written notice to the contrary, the Council is entitled to rely such roster as reflecting the current Unit Owner, such Unit Owner's current mailing address and the identity of the voting representative designated for units owned by more than one person.

Section 8. Roster of Mortgagees. Any Unit Owner who mortgages his Condominium unit shall furnish written notice to the Secretary of the Council of the name and address of the mortgagee. In the event that a Unit Owner's mortgage is transferred to another holder, the Unit Owner shall notify in writing the Board of Directors of the name and address of the new holder of his mortgage. Any Unit Owner who satisfies his mortgage shall give prompt written notice to that effect to the Secretary of the Council. The Secretary shall maintain such information in the unit file. Unless the Council has received express written notice to the contrary, the Council is entitled to rely upon such roster as reflecting the current mortgagee or holder and such mortgagee's or holder's current mailing address.

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Section 9. Rights of Mortgagees. Any institutional mortgagee of any unit in the Condominium who desires notice of the annual and special meetings of the Council and the Board of Directors shall notify the Secretary to that effect by certified mail, return receipt requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name and address of the person to whom notice of the annual and special meetings should be delivered or sent. The Secretary of the Council shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice to each annual or special meeting as aforesaid, to each such institutional mortgagee, in the same manner and subject to the same requirements and limitations as are provided for with respect to notice of such meetings to the Unit Owners or the Board of Directors, as the case may be. Any such institutional mortgagee shall be entitled to designate a representative to attend any such annual or special meeting and such representative may participate in the discussion of any such meeting and may, upon his request made to the Chairman of the meeting in advance of the meeting, address the Unit Owners or the Board of Directors, as the case may be, present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to a copy of the minutes of all meetings of the Council and the Board of Directors upon request made in writing to the Secretary.

Section 10. 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 of Directors a written waiver of notice of any meeting of the Council, either before or after such meeting. Attendance at a meeting by an Unit Owner, whether in person or by proxy, shall be deemed waiver by such Unit Owner of notice of the time, date and place thereof unless such Unit Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 11. Quorum.

(a) Except as may be provided elsewhere, the representation in person or by proxy of those Unit Owners holding not less than twenty-five percent (25%) of the eligible Votes shall constitute a quorum. If a quorum exists at the beginning of a meeting, it shall be deemed present throughout the meeting and shall not be affected by the subsequent withdrawal of any Unit Owner.

(b) The Council shall further have the power to adjourn meetings at which a quorum is not present in accordance with the procedures established in Title 5, Subtitle 2, of the Corporations and Associations Article of the Annotated Code of Maryland as it is amended.

(c) Once the Secretary determines that a quorum exists the existence of such quorum shall not be affected by the subsequent withdrawal from the meeting of any voting participant.

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Section 12. Adjournment. Any meeting of the Council may be adjourned from time to time for periods not less than seven (7) days (unless adjourned by vote pursuant to Article II, Section 11) by the majority vote of the Unit Owners represented at such meeting, regardless of whether a quorum is present. Unless adjournment under Article II, Section 11 is followed, any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session provided that a quorum is obtained, and no additional notice of such adjourned session shall be required.

Section 13. Proxies. Any member entitled to vote may appoint any other member or his lessee as his or her proxy, provided, however, that the provisions of the Act and any other applicable law regarding proxies and the voting of proxies are otherwise observed. To be valid, a proxy must be in writing, signed and dated by the Unit Owner giving the proxy and filed with the Secretary prior to the opening of the meeting for which it is to be used. Presence of the member at the meeting for which a proxy is given shall automatically revoke the proxy. No proxy shall be valid for more than one hundred eighty (180) days following its issuance, unless granted to the lessee of the unit. A proxy shall otherwise be valid until revoked by a written notice of revocation filed with the Secretary or after the death of the member or until the adjournment of the first meeting held on or after the date of the proxy. A proxy may only vote as directed by the Unit Owner when voting for directors but may otherwise be appointed for purposes of meeting quorums and to vote for any other matters of business before the Council.

Section 14. Voting.

(a) Each Unit Owner shall be entitled to cast one (1) vote, in person or by lawful proxy, for each unit owned. At every meeting of the members of the Council, the person who shall be entitled to cast the vote of such unit shall be the person named in the Unit Information Certificate, or in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of persons owning such unit who is present. Each eligible Unit Owner shall have the right to cast his or her vote on each question. The vote of the members representing the majority of the eligible votes represented at such meetings, at which a quorum is present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one which, by express provision of the Act or the Declaration or of these Bylaws, requires a different vote, in which case such express provision shall govern and control. Notwithstanding the above, Directors shall be elected by the Council, from among those nominated, by a plurality vote of the eligible voters at the annual meeting, a quorum being present. In the event that there are more nominees than positions to be filled, those person(s) receiving the greatest percentage vote, even if said percentage does not equal a majority of that percentage represented by those present and voting, shall be elected. Each Unit Owner shall vote for one (1) candidate for each position on the Board of Directors to be filled.

(b) When more than one person owns a unit, the vote for such unit shall be exercised as they, between or among themselves, determine, but in no event shall more than one vote be cast with respect to any unit. In the event of disagreement among such persons as to how such

vote should be cast, such persons shall not be recognized and such vote or votes shall not be counted.

(c) No Unit Owner shall be eligible to vote, either in person or by proxy, be elected to or serve on the Board of Directors or committee if that Unit Owner is more than thirty (30) days delinquent in any payment due the Council, or if a lien has been filed against the Unit Owner's unit in accordance with the Act and the amount necessary to retire the delinquency or release the lien has not been paid within ten (10) days of the date of the meeting.

(d) No Unit Owner shall be eligible to vote or to be elected to the Board if such Unit Owner has not filed with the Council his name and mailing address as required by Section 11-109(c)(3) of the Act as it is amended and Article II, Section 7 of these Bylaws.

Section 15. Conduct of Meetings. The President shall preside over all meetings of the Council and the Secretary shall keep the minutes of the meeting and shall record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The order of business for such meeting shall be stated in the meeting Agenda but may be changed by simple majority vote at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Council. The current edition of Roberts Rules of Order shall be the official parliamentary authority of the Council.

Section 16. Consents. Any action which may be taken by a vote of the Unit Owners 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.

Article III

Board of Directors

Section 1. Composition. The affairs of the Council and the Condominium shall be governed by a Board of Directors. The Board shall be composed of five (5) directors. The directors shall be Unit Owners; provided, however, that no Unit Owner and his or her spouse or multiple owners of the same unit may serve on the Board at the same time. No Unit Owner may serve on the Board if (1) such Unit Owner is thirty (30) days delinquent in the payment of assessments; or (2) a lien has been filed against the Unit Owner's property and remains unsatisfied; or (3) foreclosure proceedings have been initiated against the Unit Owner's Unit; or (4) such Unit Owner has been found to be in violation of the Council's Declaration or Bylaws by the Board of Directors.

Section 2. Term of Office. As of the date of the adoption of these Bylaws, directors have been elected and are serving in office. These Bylaws are not intended to affect, alter, or diminish the terms of such directors. The terms of the directors presently serving are such that

some terms expire at different times than other terms, thereby creating staggered terms. The intention of these Bylaws is to continue staggered terms. As such, upon the expiration of a term of a director, a successor shall be elected for three (3) years and thereafter each director shall be elected for three (3) year terms. The directors shall hold office until their respective successors have been elected and hold their first meeting. A director may only serve three (3) consecutive full terms. In the event that there are multiple terms of different lengths available at any one election, the nominees receiving the greater number of votes will fill the longer available terms.

Section 3. Nominations. Persons qualified to be members of the Board of Directors may be nominated for election by any of the following means:

(a) The Council shall send a call for nominations to all Unit Owners at least forty-five (45) days before notice of the annual meeting is sent indicating a date, not less than 15 days before the notice of annual meeting will be sent, by which Unit Owners may make nominations to the Board. The names of nominees received by said date shall be included, in alphabetical order, on the proxy/ballots prepared by the Council and sent out with the annual meeting notice; and/or

(b) The Board of Directors may appoint a Nominating Committee consisting of three (3) persons which shall, at least thirty (30) days before the meeting at which the election is to be held, nominate selected individuals for the director vacancies. The names of such nominees shall also be included on the proxy/ballots mailed with the annual meeting notice; and

(c) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Board of Directors provided that the candidate is present or has acknowledged, in writing, his or her desire to be nominated.

Section 4. Ballots and Proxy/Ballots. By not later than ten (10) days before the annual meeting, the Secretary shall cause a list of all nominees for directorships and a proxy and ballot to be sent to each Unit Owner, to be used by those Unit Owners who do not intend to attend the meeting, on which the names of each candidate shall be printed. The Secretary shall cause ballots, containing the names of all nominees for election to the Board of Directors and their manner of nomination, to be distributed at each annual meeting of Council; where there is more than one (1) candidate, their names shall be arranged alphabetically.

Section 5. Elections. Directors shall be elected by the Council, from among those nominated, by a plurality vote of the eligible voters at the annual meeting, a quorum being present. In the event that there are more nominees than positions to be filled, those person(s) receiving the greatest numbers of votes, even if less than a majority of those Unit Owners present and voting, shall be elected. Each Unit Owner shall vote for one (1) candidate for each position on the Board of Directors to be filled. In the event that the number of candidates does not exceed the number of available positions, the members can be elected by general consent.

Section 6. Removal of Members of the Board of Directors. At any duly called regular or special meeting of the Council, any one or more of the members of the Board of Directors may be removed with or without cause by the vote of more than fifty (50) percent of the all the Unit Owners. Prior to such removal, the director must be provided at least fifteen (15) days notice by the Secretary and be given an opportunity to be heard at the meeting at which his or her removal is proposed. A successor may be elected to fill any vacancy created by such removal at the meeting at which the director was removed. Any member of the Board of Directors who becomes more than thirty (30) days delinquent in the payment of financial obligations to the Council, or who has had a lien filed against his unit for the non-payment of assessments, or whose unit is the subject of a pending foreclosure action may be removed by the remaining Board of Directors after notice and an opportunity to be heard is provided. The remaining members of the Board of Directors shall fill the vacancy according to Section 7 of this Article. Any member of the Board of Directors who has three (3) consecutive absences from the Board of Directors' regular meetings may be also be removed as provided for in Section 10(c) of this Article.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by vote of the membership, shall be filled by a vote of the majority of the remaining directors, even though those directors constitute less than a quorum, at any meeting of the Board of Directors. The director selected by the Board shall serve until a successor shall be elected at the next annual meeting of the Council at which time his or her successor shall be elected to fill the unexpired portion of the term.

Section 8. Compensation. Directors shall not be compensated for acting in such capacity. Notwithstanding the foregoing, directors may be reimbursed for reasonable expenses incurred on behalf of the Council as shall be determined by the Board of Directors.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of an election, at such time and place as shall be fixed by the directors at the time of the meeting of the Council at which such directors were elected, and no further notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the Board shall be present.

Section 10. Regular Meetings.

(a) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least four (4) times during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director personally or by mail, telephone or telecopier, at least three (3) 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.

(b) Except as authorized by the Act, regular meetings of the Board of Directors shall normally be open to all Unit Owners subject to the executive session allowances found in Section 11-109.1 of the Act as it is amended. Notice to Unit Owners of regular meetings of the Board of Directors shall be given in a manner determined by the Board of Directors consistent with Maryland law (eg., a schedule of the dates of regular meetings may be posted or mailed to the owners annually).

(c) If a director fails to attend three (3) or more consecutive regular meetings of the Board of Directors, that director may be removed upon motion by either a Board member or a Unit Owner and the concurrence of a majority of the Board of Directors after notice and an opportunity to be heard is provided to the director.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on two (2) days notice to each director given by mail, in person, by telephone or telecopier, which notice shall state the time, place, and purpose of the meeting. Upon the written request of at least two (2) directors, special meetings of the Board of Directors shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice. Notice to Unit Owners of special meetings of the Board of Directors shall be given in a manner determined by the Board of Directors consistent with Maryland law.

Section 12. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall also constitute a waiver of notice by him or her of the time and place of such meeting except if the director appears solely to challenge the sufficiency of the notice. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. A majority of directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice so long as a quorum is present.

Section 14. Action Without a Meeting. Any action by the Board of Directors required or permitted to be taken at any executive session or emergency meeting may be taken without a regular or special meeting (i) following a telephone poll of all of the members of the Board or (ii) if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. The result, time and date of each telephone poll or such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Powers and Duties. The Board of Directors shall manage the affairs of the Council and shall have all the powers and duties granted in the Act, the Declaration and these Bylaws necessary for the administration of the Condominium and may do all such acts and things as are not by the Declaration or these Bylaws specifically directed to be done and exercised exclusively by the members. The Board shall have the power to adopt such rules and regulations as it deems necessary and appropriate in accordance with the procedures outlined in Section 11-111 of the Act and to impose reasonable sanctions for violations thereof, including, among other things, monetary fines, in accordance with the procedures outlined in Section 11-113 of the Act or as it is amended. Should the Board impose a monetary fine, the monetary fine shall be treated as any other assessment for collection purposes. The Board of Directors may delegate to one or more of its members the authority to act within its established policies and guidelines on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors. In addition to the duties imposed by these Bylaws or by any resolution of the Council that may hereafter be adopted, the Board of Directors shall have the power to, and be responsible for, the following in way of explanation, but not limitation:

(a) Preparation of an annual proposed budget which shall be submitted to the Unit Owners at least thirty (30) days prior to its adoption, and which shall provide for at least the following items:

- (1) Income;
- (2) Administration;
- (3) Maintenance;
- (4) Utilities;
- (5) General Expenses;
- (6) Reserves;
- (7) and Capital Items.

(b) Making assessments against the Unit Owners to defray the common expenses, establishing the means and methods of collecting such assessments from the Unit Owners, and establishing the period of the installment payments of the annual assessment. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his or her proportionate share of the common expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.

(c) Providing for the operation, care, upkeep, surveillance, and maintenance of all of the common elements and services to the Condominium.

(d) Contracting for services including management services (as more specifically outlined in Section 16 of this Article).

(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, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed to be owned as common elements.

(f) Collecting the assessments, administrative expenses, interest, late fees, legal fees, costs and fines owed by the Unit Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Condominium.

(g) Making and amending rules and regulations respecting the use of the Condominium in accordance with the procedures outlined in Section 11-111 of the Act or as it is amended and enforcing violations of the Declaration, Bylaws and rules and regulations by the imposition of monetary fines (the said monetary fine shall be treated as an assessment for collection purposes) or other sanctions, subject to any applicable notice and hearing procedures of Section 11-113 of the Act.

(h) Opening of bank accounts and investing funds on behalf of the Council and designating the signatories required.

(i) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of the Condominium, and repairs to, and restorations of the Condominium, in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty. However, when in the opinion of the Board of Directors any such addition, alteration or improvement is being made exclusively or substantially as a result of the actions of or for the benefit of one or more, but less than all, Unit Owners, the cost thereof may be charged to such Unit Owner or Unit Owners in such proportion as the Board of Directors determines to be fair and equitable.

(j) Enforcing by legal means the provisions of the Declaration, these Bylaws, and the Rules and Regulations for the use of the Condominium adopted by it, and bringing any proceedings which may be instituted on behalf of the Unit Owners.

(k) Obtaining and carrying insurance against casualties and liabilities, as provided in these Bylaws, and paying the premium cost thereof.

(l) Paying the costs of all services rendered to the Council or its members and not chargeable to Unit Owners of individual units.

(m) 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 said books and vouchers accrediting the entries thereupon shall be available for examination by the Unit

Owners, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors or at such time as may be mutually agreeable by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with generally accepted accounting practices and shall be audited at least once a year by an outside auditor employed by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner therein. The cost of such audit shall be a common expense. The cost of copying any records or any cost incurred by the Council as a result of the request of the Unit Owners, their duly authorized agents, accountants or attorneys associated with such party reviewing the Council's records shall be borne by the party requesting such service and shall be paid prior to the delivery of such copies.

(n) Determining how common profits or surpluses, if any, shall be used or refunded from excess residual receipts as reflected in the annual report.

(o) Leasing, granting licenses, easements, rights-of-way and other rights of use and enjoyment in all or any part of the common elements of the Condominium, subject to the requirements as outlined in Section 6.1. of the Declaration.

(p) Purchasing Condominium units in the Condominium and leasing, mortgaging or conveying the same, subject to the provisions of the Declaration and Bylaws.

(q) Reviewing the appointment by the President of members to committees provided for in these bylaws and of such other committees as the Board of Directors may from time to time designate.

(r) Hiring a licensed engineer periodically to perform reserve studies of the Council's common elements for purposes of assisting the Board in formulating its budget for the upcoming years.

(s) Insofar as permitted by law, to do any other thing that, in the judgment of the Board of Directors, will promote the business of the Council or the benefit of the Unit Owners and, in general, to exercise the powers provided for in the Declaration and the Act and to do every other act not inconsistent with the law which may be appropriate to promote and attain the purposes set forth in the Declaration and these Bylaws.

Section 16. Management Agent. The Board of Directors may employ for the Council a professional management firm, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize in accordance with the Act, the Declaration and these Bylaws. Such management firm shall be a bona fide business enterprise which manages mid-rise and/or high-rise common interest residential communities and shall have a minimum of three (3) years of experience in the management of common interest residential communities. Any management contract shall not exceed one (1) year and shall contain a termination clause permitting termination, for cause, upon no more than thirty (30)

days written notice by either party and without cause upon no more than ninety (90) days written notice by either party. The Board of Directors may delegate to the managing agent, subject to the Board's supervision, the powers granted to the Board of Directors by these Bylaws, provided however that the managing agent may not:

(a) perform any act which exceeds the authority granted in the management contract or the Council's Declaration or these Bylaws; (b) open bank accounts in the name of the Council, unless expressly authorized in writing by the Board of Directors; (c) own or lease any units located within the Council; (d) have an undisclosed financial or any other interest in any of the parties which with the Council may contract for work to be performed or services to be rendered to the Council without full and complete disclosure to the Board of Directors; (e) borrow money on behalf of the Council; or (f) assess any charges to the Unit Owners unless authorized by the Board. If a management contract is terminated at any time, the Board of Directors may employ another professional management agent.

Section 17. Borrowing and Expenditures. The Board of Directors shall have the power to borrow and expend money for the purpose of repair or restoration of common elements and facilities, without the approval of the members of the Council. The Board shall have a like power to borrow and expend money for the purpose of modifying, improving or adding amenities to the Condominium so long as the amount necessary to make said modifications, improvements or additions does not exceed fifteen percent (15%) of the Council's annual budgeted operating income or the equivalent thereof. Such expenditures in excess of fifteen percent (15%) of the Council's annual budgeted operating income or the equivalent thereof shall require a majority vote of the membership at a meeting at which a quorum is present. **(2.4.11 b)**

Section 18. Attorney-in-Fact. The Board of Directors is hereby irrevocably appointed as Attorney-in-Fact for the members of the Council to manage, control and deal with the interests of the members of the Council in the Condominium so as to permit the Board of Directors to fulfill all of its powers, functions and duties under the Act, Declaration and Bylaws.

Section 19. Committees. The Board of Directors may establish committees as the Board shall determine from time to time with the powers and duties that the Board shall authorize. Committee members shall be appointed by and shall serve at the pleasure of the President of the Council.

Section 20. Liability and Indemnification of Officers and Directors. The Council shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceedings (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer or director, except for their own willful misfeasance or malfeasance, fraud or gross negligence, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misfeasance or malfeasance or fraud or gross negligence. The officers and directors shall have no personal

liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council except to the extent that such officers or directors may also be members of the Council) and the Council shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Council shall as a common expense maintain adequate general liability and officers' and directors' liability insurance and fidelity bond insurance to fund this obligation and the insurance shall be written as provided in Section 1 of Article VII.

Every agreement, deed, lease, mortgage or other instrument executed on the Council's behalf by any Director or Officer shall be deemed to provide that he or she shall have no personal liability thereunder by virtue of such execution, and that any claim by any other party thereto arising hereunder shall be asserted against, and any liability thereunder shall be borne by, the Council. Any damages or expenses awarded against or incurred by the Council and arising out of such liability shall be paid by the Council as part of the Common Expenses.

Section 21. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interest of the Council and the Condominium project. No contract or other transaction between the Council and one (1) or more of its directors, or between the Council and any association, or firm or corporation in which one (1) or more of the directors of this Council are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such director or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his/her or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

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

(b) The contract or transaction is commercially reasonable to the Council at the time it is authorized, ratified, approved or executed.

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

Article IV

Officers

Section 1. Designation. The principal officers of the Council shall be the President, Vice President, Secretary, and Treasurer, all of whom shall be members of and shall be elected by the Board of Directors. The Board of Directors may appoint Board or non-Board members to the offices of Assistant Treasurer, Assistant Secretary, and such other subordinate officers as in its judgment may be necessary. No person may hold more than one office.

Section 2. Election of Officers. The officers of the Council shall be elected annually by the Board of Directors, at the first meeting of the Board following each annual meeting of the members, and shall hold office at the pleasure of the Board of Directors.

Section 3. Vacancies, Resignation and Removal of Officers. Any Officer may resign his office at any time by giving written notice thereof to the Board of Directors. If any office becomes vacant because of an Officer's resignation, death, retirement, disqualification or otherwise, a successor may be "elected" at any regular or special meeting of the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular or special meeting of the Board of Directors.

Section 4. President. The President shall be the chief executive officer of the Council, shall be a member of the Board of Directors, shall be a Unit Owner of and reside in such unit located within the Condominium, and shall preside at all meetings of the members and of the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of the president of a corporation organized under Maryland law, including but not limited to, the power to appoint committees from among the Unit Owners from time to time as he may, in his discretion, decide is appropriate to assist in the conducting of the affairs of the Council.

Section 5. Vice President. The Vice President shall act in the President's absence, shall be a member of the Board of Directors, shall be a Unit Owner, and shall have all powers, duties, and responsibilities provided for the President when so acting. In the event neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as the Board of Directors or the President shall prescribe.

Section 6. Secretary. The Secretary shall be a member of the Board of Directors and shall keep the minutes of all meetings of the Board of Directors of the Council and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform, all duties incident to the office of the secretary of a corporation organized in accordance with Maryland law. The above tasks may be performed by assistants or clerks under the Secretary's supervision.

Section 7. Treasurer. The Treasurer shall be a member of the Board of Directors, shall have the responsibility for the Council's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Council or the management agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall be bonded under a fidelity bond in such amounts as may be determined by the Board of Directors in accordance with Article VII, Section 2(c), of these Bylaws. The duties of the Treasurer may be delegated to the management agent. In such case, the duties shall be performed by the management agent under the supervision of the Treasurer.

Section 8. Agreements, Contracts, Deeds, Leases, Checks, Etc.

(a) All agreements, contracts, deeds, leases, and other instruments of the Council for expenditures or obligations executed in emergency situations or in the amount of \$1,000.00 or less, so long as such expenditure is provided for in the Council's budget, may be executed by the Council's managing agent.

(b) Unless otherwise provided by the Board of Directors, all agreements, contracts, deeds, leases and other instruments of the Council must be executed by two (2) members of the Board of Directors, one of whom must be either the President or the Treasurer.

(c) The Board of Directors shall establish operating accounts at its discretion. Unless otherwise determined by the Board, any withdrawal of funds or issuance of checks from any operating account of the Council which exceeds \$1,000.00 shall require the written approval or signatures of two (2) individuals, which may consist of (a) a managing agent and a Board member or (b) two (2) Board members.

(d) The Board of Directors shall establish a reserve account. Any withdrawal of funds or issuance of checks from the reserve account of the Council shall require the written approval or signatures of two (2) Board members, one (1) of whom must be either the President or the Treasurer.

Section 9. Compensation for Officers. The Officers shall serve as such without compensation. Notwithstanding the foregoing, officers may be reimbursed for reasonable expenses incurred on behalf of the Council as shall be determined by the Board of Directors.

Article V

Operation of the Property and Assessments

Section 1. Purpose of Assessment. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare,

common benefit, and enjoyment of the Unit Owners and occupants of units in the Condominium as may be more specifically authorized from time to time by the Board. The payment of assessments is for the mutual benefit and protection of all members of the Council and may not be legally withheld by a Unit Owner because of the Council's failure to perform services, nonuse of common areas or any other reason. No diminution or abatement of common expense assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or from any action taken by the Council to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 2. Management and Common Expenses. The Council, acting by and through its Board of Directors, shall manage, operate and maintain the Condominium project and, for the benefit of the Condominium units and the Unit Owners thereof, shall enforce the provisions hereof and may pay out of the common expense fund the following items, this list not being exhaustive but illustrative:

- (a) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility services for the common elements, including any swimming pool or other recreational facilities used by the Condominium project and for the Condominium units.
- (b) The cost of providing gas, electricity, water and sewer/services to each unit, except to the extent gas, electricity, water, or sewer services shall be supplied to each unit through individual meters.
- (c) The cost of fire and extended liability insurance on the project, the cost of such other insurance as the Council may effect and the cost of the officer's fidelity bond.
- (d) The cost of the services of a person or firm to manage the project to the extent deemed advisable by the Council together with the services of such other personnel as the Board of Directors of the Council shall consider necessary for the operation of the project.
- (e) The cost of providing such legal and accounting services as may be considered necessary to the operation of the project.
- (f) The cost of painting, maintaining, repairing and snow removal from the common elements and the cost of such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Council to paint, repair or otherwise maintain any Condominium unit or any fixtures or equipment located therein unless owned by the Council.
- (g) The cost of repairing and maintaining pathways, walkways, and roadways and other costs as required under certain covenants and declarations of easements binding upon the Council and/or Unit Owners.

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(h) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Council is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the common elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular Condominium unit or units, the cost thereof may be specially assessed to the Unit Owner or Unit Owners thereof.

(i) The cost of the maintenance or repair of any Condominium unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common elements or to preserve the appearance or value of the project or is otherwise in the interest of the general welfare of all Unit Owners of the Condominium units; provided, however, that except in emergency situations, in which case the Board may immediately proceed without notice, no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Unit Owner of the Condominium unit proposed to be maintained, which notice states the Board's intent to provide such necessary maintenance, repair, or replacement, at the Unit Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Unit Owner shall have fifteen (15) days within which 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, to commence said maintenance, repair, or replacement. If any Unit Owner does not comply with the provisions hereof, the Board 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 Condominium 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 Unit Owner of said Condominium unit, at which time the assessment shall become due and payable and a continuing lien and obligation of said Unit Owner in all respects as provided in Article V, Section 3, of these Bylaws.

(j) Any amount necessary to discharge any lien or encumbrance levied against the project, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the Unit Owner of an individual Condominium unit.

(k) Any amount necessary to pay real estate taxes or other governmental charges of whatever nature assessed on or against the common elements of the Condominium project, and all other taxes and assessments levied against the Council or upon any property which it may own or it is otherwise required to pay, if any.

(l) Any amount deemed necessary or desirable by the Board of Directors to be placed in a reserve for replacement of any common elements. **(Old Sec. 3.1.1 b)**

Section 3. Creation of the Lien and Personal Obligation for Assessments.

(a) Each Unit Owner of any unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Council: (1) annual assessments or charges, (2) special assessments to be established and collected as hereinafter provided, and (3) specific assessments against any particular unit which are established pursuant to the terms of these Bylaws. Any assessment levied pursuant to these Bylaws, or any installment thereof, which is not paid when due shall bear interest at the maximum rate allowed by the Act. All such assessments together with management charges, interest, costs, late charges (all at the maximum amount permitted by the Act or by law) and reasonable attorney's fees of not less than thirty percent (30%) of the unpaid monthly installments (including late fees, interest and administrative charges) shall be a charge on the unit and shall be a continuing lien upon the unit against which each such assessment is made. Such amounts shall also be the personal obligation of the person who was the Unit Owner of such unit at the time when the assessment fell due and a suit to recover a personal money judgment may be maintained without foreclosing or waiving the lien herein.

(b) Except as is otherwise provided in this section, the respective amounts of any Annual Assessments or Special Assessments levied for an Assessment Year shall be computed in accordance with the respective percentage interests in the Common Expenses and Common Profits of the Units as set forth in the Declaration.

(c) Each Unit Owner shall be liable for his portion of each assessment coming due while he is the Unit Owner of a unit and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Unless otherwise determined by the Board, assessments shall be paid in monthly installments and shall be due and payable on the first day of the month. No lien shall be filed against a condominium unit for unpaid assessments except after thirty (30) days written notice to the Unit Owner and after all procedures provided in Title 14, Section 14-203, Real Property Article, Annotated Code of Maryland, as amended, shall be followed.

(d) In the event a mortgagee of a first mortgage of record obtains title to the unit as a result of foreclosure of a first mortgage or through the enforcement of any other remedies provided for in such a mortgage, such mortgagee, its successors, and assigns shall not be liable for, and such unit shall not be subject to, a lien for the payment of common expenses assessed prior to the acquisition of title to such unit by such mortgagee or purchaser pursuant to the foreclosure sale. Such unpaid share of common expenses assessed prior to foreclosure of such unit by such mortgagee or purchaser pursuant to the foreclosure sale shall still be the personal obligation of the Unit Owner who lost the unit to foreclosure.

Section 4. Acceleration. If a Unit Owner fails to pay any monthly installment when due, the Board of Directors may accelerate the remaining installments pursuant to the requirements imposed by the Act so long as the Board of Directors notifies the Unit Owner that if the Unit Owner fails to pay the monthly installment within fifteen (15) days of the acceleration

notice, full payment of the remaining annual assessment will then be due. The Council shall still be entitled to recover any monthly late fees that accrue on an account as if no acceleration had occurred for each month that the account remains delinquent.

Section 5. Computation of Operating Budget and Assessment. It shall be the duty of the Board of Directors, with the assistance and counsel of the management agent, to prepare an annual budget covering the estimated costs of operating the Condominium during the coming year. The budget herein required to be prepared and adopted by the Board of Directors shall be in a format consistent with the classification of the accounts of the Council, as hereinafter in these Bylaws provided for, and shall provide for sufficient estimates, on a monthly basis, to permit comparison to and analysis of deviations from the various periodic reports of the actual results of operations and the actual financial condition of the Council, on both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices, consistently applied. Copies of the budget shall be available for examination by the Unit Owners and by their duly authorized agents and attorneys, and to the institutional holders of any first mortgage on any Condominium unit in the Condominium and by their duly authorized agents and attorneys during normal business hours for purposes reasonably related to their respective interests.

The Board shall cause the budget and the assessments to be levied against each unit therefrom for the following year to be delivered to each member at least thirty (30) days prior to the beginning of the new fiscal year, and each Unit Owner shall be obligated to pay the Council such assessments against his or her unit as established on the basis of the budget. Notwithstanding the foregoing, however, in the event the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget and assessments in effect for the current year shall continue for the succeeding year until the new budget is adopted.

Section 6. Special Assessments. In addition to the regular assessments authorized by this Article, the Council may levy in any assessment year a special assessment or assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the project, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment in excess of fifteen percent (15%) of the then annual budgeted income shall have the assent of a majority of the members according to their written ballots submitted at a special meeting of the Council at which a quorum is present.

Section 7. Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 6 of this Article shall be sent to all members not less than ten (10) nor more than ninety (90) days in advance of the meeting. Upon written request of any institutional holder of a first mortgage, that holder shall be entitled to written notice of any such meeting and shall be permitted to designate a representative to attend and observe the meeting.

Section 8. Reserves and Contribution. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements, all of which are common expenses. As part of the annual budget, the Board shall include a reserve component which shall take into account the number and nature of items of major maintenance and the expected life of each asset or item of major maintenance, and the expected repair, replacement or major maintenance cost. The Board shall endeavor to set the required annual reserve contribution, if any, in an amount sufficient to permit meeting the projected reserve needs of the Council, as shown on the reserve budget. The Board shall attempt to establish annual contributions to the reserve fund in equal installments over the period of the projected life of the capital asset(s) for which the reserve is established. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. Such fund shall be deposited in a special account with an institution, the accounts of which are insured by an agency of the United States of America, or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. Nonetheless, upon an unanimous vote of the Board of Directors, the Board may opt to invest not more than fifteen percent (15%) in other investments whether or not federally insured.

Section 9. Lien for Assessments. The Council shall have full and complete lien rights as provided or permitted by the law and the Act as it is amended. The statement of Condominium lien shall be signed and verified by the Treasurer of the Council, or any other officer or agent (including legal counsel) of the Council designated by resolution of the Board of Directors.

Article VI

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Council shall be the calendar year unless otherwise determined by the Board of Directors.

Section 2. Books and Records. Books and accounts of the Council shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of expenditures affecting the Condominium and its administration and shall specify the maintenance and repair expense of the general and limited common elements and services and any other expenses incurred. That amount of any assessment required for payment on capital expenditures of the Council shall be credited upon the books of the Council to the "Paid-in-Surplus" account as a capital contribution by the members.

All members of the Council and first mortgagees of a unit shall, upon written request, be entitled to inspect, in accordance with the Act, all books and records of the Council during normal business hours at the office of the Council or other place reasonably designated by the Board of Directors as the depository of such books and records. The Council shall be entitled to receive,

prior to delivering any copies of requested books and records, to collect from the requesting party the costs of copying such records.

Section 3. Auditing. At the close of each fiscal year, the books and records of the Council shall be reviewed by an independent Certified Public Accountant whose report shall be prepared in accordance with generally accepted auditing standards. Based upon such report, the Council shall furnish its members with an annual financial statement including the income and disbursements of the Council.

Section 4. Execution of Council Documents. Unless otherwise provided by the Board of Directors, all notes and contracts of the Council must be executed by two (2) members of the Board of Directors, one of whom must be either the President or the Treasurer.

Article VII

Insurance

Section 1. Master Policy. The Council shall obtain and maintain at all times, as a common expense, insurance, including a casualty insurance policy or policies affording fire and extended coverage, as well as all risk perils, for and in an amount consonant with the full replacement cost (i.e., one hundred percent (100%) of current "replacement cost," excluding land, foundation, excavation, deductibles and other items normally excluded from coverage) of all structures comprising the Condominium, and a liability insurance policy or policies in appropriate amounts determined by the Board but in no event less than Two Million Dollars (\$2,000,000.00) per injury or injuries, including death, arising out of a single occurrence, and One Million Dollars (\$1,000,000.00) property damage, covering the Council, the Board of Directors, officers, and all agents and employees of the Council, and all Unit Owners and other persons entitled to occupy any unit or other portion of the Condominium property. All such insurance coverage shall be written in the name of the Council as trustee for each of the Unit Owners; provided, however, that the casualty insurance policy or policies shall contain a standard payee mortgagee clause in favor of each mortgagee of a unit to the extent of the portion of the coverage of the policy or policies allocated to such unit, which shall provide that the loss, if any, thereunder shall be payable (in addition to the Council) to such mortgagee as its interest may appear. It shall be the duty of the Board of Directors annually to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Council and to satisfy the requirements of this Section. Such insurance shall run to the benefit of the Council, the respective Unit Owners, and their respective mortgagees, as their interests may appear. The improvements, betterments and personal property made or acquired by the individual Unit Owners shall be excluded from this required coverage, and each Unit Owner shall have the right to obtain additional coverage for such improvements, betterments, or personal property at his or her own expense. The "structure," as insured by the master policy, shall be the buildings and units therein as depicted on the plats and plans filed and recorded in accordance with the Act. Each of the policies of insurance obtained by the Council shall contain the following provisions, if available: (i) that such policies shall not be prejudiced by any act or neglect of any occupants

or Unit Owners of the Condominium when such act or neglect is not within the control of the insured, or Unit Owners collectively; and (ii) that such policies shall not be prejudiced by failure of the insured, or Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Unit Owners collectively, have no control.

(a) The Board of Directors shall utilize every reasonable effort to secure a master policy covering physical damage that will provide the following:

(1) That the insurer waives its rights of subrogation of any claims against the Council, the Board of Directors, its directors, officers, the managing agent, employees, the individual Unit Owners and their respective household members, employees, agents and invitees. Independent contractors shall not be considered agents, employees or servants of the Board of Directors or of the respective Condominium Unit Owners within the meaning of said waiver. The policy shall also waive any defenses based on co-insurance or invalidity arising from the acts of the insured.

(2) That the master policy on the Condominium cannot be canceled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Council or the managing agent without a prior demand in writing delivered to the Council to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(3) That any "no other insurance" clause contained in the master policy shall expressly exclude individual Unit Owners' policies from its operation.

(4) That the master policy may not be canceled or substantially modified without at least thirty (30) days prior notice in writing to the Board of Directors.

(5) An agreed value or amount endorsement and waiver of co-insurance.

(6) That, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable when in conflict with the provisions of these Bylaws.

(b) All policies of insurance shall be written with a company licensed to do business in the State of Maryland and holding a rating of A or better in the Financial Category as established by A.M. Best Company, Inc., or the highest rating under the evaluation system A.M. Best Company, Inc., should adopt in the future, if available, or, if not available, the best rating available. The company shall provide insurance certificates to each Unit Owner and each mortgagee, upon request.

(c) In no event shall the insurance coverage obtained and maintained by the Council hereunder be brought into contribution with insurance purchased by individual Unit Owners or their mortgagees.

(d) All public liability and officers' and directors' liability insurance shall contain a cross liability endorsement.

Section 2. Additional Requirements. In addition to the insurance required herein, the Board shall obtain as a common expense:

(a) Workers' compensation insurance if and to the extent necessary to meet the requirements of law.

(b) Public liability and officers' and directors' liability insurance in such amounts as the Board may determine, but in no event less than that set out above. Such insurance shall contain a cross liability endorsement.

(c) Fidelity bonds covering officers, directors, employees, and other persons, including the manager or its employees, which shall be separately bonded, who handle or are responsible for handling Council funds. Such bonds shall be written in an amount equal to at least three (3) months receivables from assessments, utility assessments and special assessments and one hundred percent (100%) of reserves, as determined by the auditor's balance sheet, which shall include both actual cash and invested reserves, and shall contain waivers of any defense based upon the exclusion of persons serving without compensation and shall include the management agents specifically including the principals of the management agent.

(d) Such other insurance as the Board of Directors may determine to be necessary.

Section 3. Unit Insurance. Insurance carried by the Council as a common expense shall not include any part of a unit either depicted on the original plats and plans or included in the original mortgage, nor shall the Council include public liability insurance for individual Unit Owners for liability arising within the unit.

Each Unit Owner may obtain insurance at his or her own expense affording coverage against (a) damage to or destruction of his or her Unit or any of his or her personal property located anywhere on the land or in the improvements constituting the Condominium, and (b) personal liability incurred by such Unit Owner and arising out of the use of his or her Unit by any person, but each policy which affords such coverage shall contain the same waiver of subrogation by the insurer as that referred to in the provisions of Section 1 of this Article, and either shall provide that the insurer has no right of contribution against any casualty insurance affording coverage against such risk held pursuant to the provisions of this Article (notwithstanding that such Unit Owner may be an insured thereunder) or shall be written by the same carrier as that of such insurance held by the Council.

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A copy of each such policy shall be filed with the Council by such Unit Owner within ten (10) days after his or her purchase thereof.

If a loss is sustained and the amount of the proceeds which would otherwise be payable under any policy of insurance then held by the Council pursuant to the provisions of Sections 1 and 2 of this Article is reduced because of proration of, or right of contribution from, any insurance against the same risk held by any Unit Owner under the provisions of this Section, such Unit Owner shall assign to the Council any proceeds of his or her insurance which are payable on account of such loss, to the extent of the amount of such reduction, and the amount so assigned shall be distributed by the Council in the same manner as that prescribed by these Bylaws for distribution of the proceeds payable under the said policy held by the Council, as aforesaid.

Section 4. Proceeds of Insurance.

(a) The Council shall receive any proceeds payable under any policy of insurance held by it pursuant to the provisions of this Article, and shall hold and distribute them in trust for the purposes set forth in these Bylaws, for the benefit of the Unit Owners, their respective insured Mortgagees, the Council and any other insured thereunder.

(b) The Council shall not make any distribution of any such proceeds directly to a Unit Owner where a mortgagee endorsement is noted on the certificate of insurance covering his or her Unit, but shall make any such distribution only to such Unit Owner and his or her Mortgagee jointly.

Each Unit Owner shall be deemed to have delegated to the Council his or her right to adjust with the insurer all losses payable under policies purchased by the Council.

Section 5. Repair and Reconstruction. In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, or in the event of a taking in condemnation as set forth in the provisions of Article VIII of these Bylaws, and subject to the terms of the Act, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure in accordance with the original plats and plans. In the event that said damage or destruction exceeds Ten Thousand Dollars (\$10,000.00), each first mortgagee shall be entitled to written notice of the damage. Nothing in these documents shall be construed to afford a priority to any Unit Owner with respect to the distribution of proceeds to any such unit.

The procedure for repair and reconstruction shall be:

(a) **Cost Estimates.** Immediately after a fire or other casualty causing damage to the Condominium the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged unit) to a condition as good as that

existing before such casualty, if permitted by appropriate governmental authority. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair as determined by the Board of Directors, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against all of the Unit Owners (except as elsewhere provided herein). If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Council to be used as directed by the Board of Directors.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the condominium was originally constructed.

(d) Encroachments. Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Council from assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section.

(f) Method of Disbursement. The construction fund shall be paid by the Council in appropriate progress payments to such contractors, suppliers, and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board of Directors.

(g) Insurance Deductibles. Notwithstanding anything to the contrary in this Article, if repair is required as a result of an insured loss, the amount of the deductible shall be treated as if it were a maintenance expense and shall be paid by the person(s) or entity(ies) who would be responsible for such repair in the absence of insurance as set forth in these Bylaws or by the negligent party. If the maintenance responsibility or negligence cannot be determined by the Board and/or if the loss affects more than one unit or a unit and the common element, the cost of the deductible may be apportioned equitably by the Board among the involved party or parties based on origin of casualty and other factors in the Board's discretion.

Section 6. Restoration Not Required. Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Council unless:

- (a) The Condominium is terminated;
- (b) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- (c) In the event more than two-thirds (2/3) of the entire project is substantially damaged or destroyed by fire or other casualty and members representing four-fifths (4/5) of the total value of the project resolve not to proceed with repair or reconstruction. If the entire Condominium is not repaired or replaced:
 - (i) the insurance proceeds attributable to the damaged common elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;
 - (ii) the insurance proceeds attributable to units and limited common elements which are not rebuilt shall be distributed to the Unit Owners of those units and the Unit Owners of the units to which those limited common elements were assigned; and
 - (iii) the remainder of the proceeds shall be distributed to all the Unit Owners in proportion to their common element interest.

Section 7. Reallocation of Interest of Unrepaired Unit. If the Unit Owners vote not to rebuild any unit, that unit's entire common element interest, votes in the Council and common expense liability are automatically reallocated upon the vote as if the unit had been condemned and the Council promptly shall prepare, execute and record an amendment to the Master Deed reflecting the reallocations.

Article VIII

Condemnation

Section 1. Definition. The terms "taking in condemnation" or "taking," as used in this Article, shall mean a taking in condemnation or by right of eminent domain and shall include any sale made in settlement of any pending or threatened condemnation proceeding.

Section 2. When Repair and Reconstruction Required. Except as otherwise provided in Section 3 of this Article, in the event of a taking in condemnation of a part of the Condominium, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the property in the same manner had the property been damaged by fire or other casualty as specifically set forth in Article VII, Section 5. The award made for the taking shall

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be payable to the Board of Directors and shall be disbursed in the same manner as insurance proceeds.

Section 3. When Reconstruction Not Required. If (i) two-thirds (2/3) or more of the entire project shall be rendered untenable by a taking, and (ii) members representing four-fifths (4/5) or more of the total value of the project resolve not to proceed with repair or reconstruction at a meeting called within ninety (90) days after the taking, then the Condominium shall be subject to an action for partition at the suit of any Unit Owner as if the Condominium were owned in common, in which event the net proceeds of sale shall be added to the award and the total shall be considered as one fund which shall be delivered to and thereafter distributed by the Board of Directors among all Unit Owners in proportion to the respective percentage interests of their units, after first paying out of the share of each Unit Owner, to the extent sufficient for this purpose, the amount of any unpaid liens on his or her unit, in the order of the priority of such liens. The Board of Directors shall give notice in writing to each first mortgagee of any loss to, or taking of the general common elements of the Condominium, if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00).

Section 4. Effect on Percentage Interests of Units. If there is a taking in condemnation of part of the Condominium, if the Condominium is restored pursuant to the provisions of Section 2 of this Article, and if, as a result of the taking, the condemnor is not obligated to pay assessments for common expenses attributable to the unit(s), or part(s) thereof so taken, then, effective as of the date of the taking, the percentage interests of all units remaining after the taking shall be adjusted in the following manner:

(a) If the taking involves all of one or more units, the percentage interests of those units shall be reallocated among the remaining units not taken in proportion to the respective percentage interests of such units immediately prior to the taking.

(b) If the taking involves a part, but not all, of one or more units, (i) the percentage interests of each unit which is involved in the taking shall be reduced to a percentage which bears the same ratio to the percentage interest of the unit immediately prior to the taking as the ratio which the floor area of the unit immediately after the taking bears to the floor area of the unit immediately prior to the taking, and (ii) the aggregate reduction in the percentage interests of the unit(s) referred to in clause (i) shall be reallocated among the remaining units not taken (including the unit(s) referred to in clause (i)) in proportion to the respective percentage interests of such units immediately prior to the taking, except that in the case of the unit(s) referred to in clause (i), the percentage interest used in this computation shall be the percentage interest of the unit adjusted in the manner provided in clause (i). Promptly after the adjustments required by this Section have been determined, an amendment to the Declaration reflecting the adjustments shall be executed and acknowledged (in the manner required by law for the executor and acknowledgment of deeds) by the President and the Secretary and shall be recorded among the Land Records of Howard County, Maryland.

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Architectural Control

Section 1. Application for Approval. Except for the purpose of proper maintenance, no Unit Owner, occupant, lessee or lessor, or any other person may make any change, alteration, or construction visible from the exterior of the unit, nor install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove, construct, place, or post any sign, object, light, shade, screen, awning, patio cover, decoration, fence, aerial, antenna, radio or television receiving device, slab, sidewalk, curb, gutter, porch, driveway, wall or thing or otherwise alter (including any alteration in color) in any manner whatsoever on the exterior of the buildings or any Condominium unit if visible from the exterior thereof or any common element without first obtaining the written approval of the Board of Directors or its designated committee. Applications shall be submitted in writing to the Board of Directors at the office of the Council, and shall provide such information as the Board of Directors or its designated committee may reasonably require, including without limitation plans and specifications showing the location, nature, shape, height, material, color, type of construction, engineering opinions and/or any other information specified by the Board of Directors or its designated committee. The Board or its designated committee may publish written architectural standards for exterior alterations or additions and any request in compliance therewith shall be approved. The Board or its designated committee may decide to approve or disapprove an application by a majority vote. In the event that the Board or its designated committee fails to approve or to disapprove such application within sixty (60) days after it shall have been submitted, such application shall be deemed disapproved. Approval does not release the Owner from obtaining necessary permits from governmental authorities to the extent required.

Section 2. Conditions. As a condition of approval for a requested architectural change, modification, addition, or alteration, every Unit Owner of the unit involved, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on such change, modification, addition, or alteration. In the discretion of the Board or its designated committee, a Unit Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Unit Owner on behalf of the Unit Owner and his, her, or its successors in interest.

Section 3. Improvements made by Unit Owner to his or her Unit. Each Unit Owner shall, promptly upon his or her completion thereof, notify the Council of any improvements made to his or her Unit if their value exceeds One Thousand Dollars (\$1,000.00), and shall be liable to the Council for any increase in the premium for any policy of insurance held by it pursuant to the provisions of Article VII resulting from the making of such improvements.

Notwithstanding the foregoing, no Unit Owner may add any woodstove or fireplace, or any make any structural improvement which affects the load bearing walls, the stability of the buildings or any parts thereof, the structural integrity of the building or any parts thereof, or in

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any way jeopardizes the safety or soundness of the buildings or any parts thereof unless first obtaining the written approval from the Board or its designated committee.

Unless such Unit Owner has notified the Council of any such improvements in accordance with the foregoing provisions of this Section, and has paid to the Council the amount of any such increase in the premium for any such policy of insurance held by it, as aforesaid, after the Council has made written demand therefor of such Unit Owner (if such demand is made before such damage or destruction occurs), such Unit Owner shall be entitled to neither (a) to receive, on account of any damage to or destruction of such improvements, any distribution of any proceeds payable under such policy held by the Council, nor (b) to have such improvements repaired or restored by the Council pursuant to the provisions of Article VI Section 5 of these Bylaws.

Section 4. Violations. Any alteration or improvement, as provided for in this Article, that is not in compliance with the provisions of this Article shall be deemed to be a violation of these Bylaws and shall be enforceable as provided for in Article XII of these Bylaws.

Article X

Maintenance Responsibilities

Section 1. Duty to Maintain and Repair. Except for maintenance requirements herein imposed upon the Council, if any, the Unit Owner of any Condominium unit shall, at his own expense, maintain, repair and replace all unit Components as defined in the Declaration and any and all equipment therein situate, and its other appurtenances the maintenance of the limited common elements appurtenant to such Condominium unit and designated in the Declaration or the Condominium Plat as a limited common element reserved for exclusive use by the Unit Owner of that particular Condominium unit, and including all mechanical, heating and air conditioning equipment and appurtenances located inside or outside such unit and which are designed, or installed to serve only that unit, in good order, condition and repair and in a clean and sanitary condition, and shall do all repairs, maintenance, renovation, replacement, redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his Condominium unit. In addition to the foregoing, the Unit Owner of any Condominium unit shall, at his own expense, maintain, repair and replace any plumbing and electrical fixtures, water heaters, fireplaces, plenums, flues, heating and air conditioning equipment, lighting fixtures, refrigerators, freezers, trash compactors, dishwashers, clothes washers, clothes dryers, disposals, ranges and/or other equipment that may be in, may be defined as being part of, or may be appurtenant to such Condominium unit. The Council may, from time to time, with the assent of at least a majority of the Unit Owners, accept the obligation to make certain repairs or perform maintenance services to facilities owned by the individual Unit Owners and apportion the cost thereof as a common expense, or, in the alternative, may eliminate the repair and maintenance of facilities contained within the Condominium units and require the Unit Owners thereof to perform repair and maintenance at the expense of such Unit Owners. The responsibility for meeting the requirements of governmental bodies which require maintenance,

modification or repair of the Condominium property shall be the same and fall upon the same persons as the responsibility for the maintenance and repair of the Condominium property concerned.

Section 2. Access at Reasonable Times. For the purpose of performing any of the repairs or maintenance required or authorized by these Bylaws (either by the Council or a Unit Owner) or for the purpose of inspecting alterations made pursuant to Article IX of these Bylaws or in the event of a bona fide emergency involving illness or potential danger to life or damage to property, the Council, through its duly authorized agents or employees, shall have the right, after reasonable notice under the circumstances to the Unit Owner, to enter any Condominium unit at any hour considered to be reasonable under the circumstances, except that in cases of emergency, no notice need be given to the Unit Owner. Such action will be performed as a common expense unless the Council is performing an obligation of a Unit Owner in which case the expense will be specially assessed against such Unit Owner.

Section 3. Limitation of Liability. The Council shall not be liable for any failure of water supply or other services to be obtained by the Council or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or from any pipe, drain, conduit, appliance, or equipment. The Council shall not be liable to the Unit Owner of any Condominium unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements.

Article XI

Use Restrictions and Rule Making

Section 1. Authority. The Condominium shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of units and the common elements in accordance with the procedures outlined in Section 11-111 of the Act, as it may be amended.

Section 2. Prohibited Uses and Nuisances. Prohibited uses and nuisances are specifically set forth in Section 8 of the Declaration and are herein incorporated in their entirety. The Board of Directors has the right to implement rules and regulations as it deems appropriate covering different or additional uses/activities that are inappropriate for the Condominium.

Section 3. Enforcement. For violations of any duty imposed under this Article concerning rules and regulations, duly adopted hereunder, the Board or its designated committee shall have the power to enforce the Declaration, these Bylaws and the Rules and Regulations as follows:

(a) Impose reasonable fines which shall constitute a lien upon the property after notice and a hearing in accordance with Section 11-113 of the Act, as it may be amended. Each day of a continuing violation may be considered a separate violation.

(b) To suspend an Unit Owner's rights to use the common elements and to vote after notice and a hearing in accordance with Section 11-113 of the Act, as it may be amended, and specifically including, but not limited to, the suspension of parking privileges in the common elements due to the non-payment of assessments or other obligations due the Council.

(c) To enter the unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass.

(d) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity/ the continuance of any such breach.

(e) To tow vehicles parked in violation of the parking restrictions (including the non-payment of assessments for Unit Owners and others residing in the Unit of a delinquent Unit Owner) set out in these Bylaws, subject to any governmental restrictions.

Nothing herein contained shall be construed to limit the Council's right to any other additional remedies at law or equity available to it to enforce the Declaration, the Bylaws or the Rules and Regulations of the Council. The remedy contained herein shall be construed as cumulative of the Council's other rights of enforcement at law or in equity or any other remedies available to the Council.

Section 4. Procedure. The Board or its designated committee shall not impose a fine, suspend voting, or infringe upon any other rights of a member or other occupant for violation of the Declaration, the Bylaws or the Rules and Regulations unless and until the procedures of Section 11-113 of the Act, as it may be amended, are followed. The failure of the Council to enforce a provision of this Section, the Declaration, the Bylaws or the Rules and Regulations on any occasion is not a waiver of the right to enforce the provision on any other occasion.

Section 5. Leasing Requirements. Units may be rented only in their entirety; no fraction or portion may be rented. No subletting of units by tenants will be permitted. No transient tenants may be accommodated therein. All Unit Owners interested in leasing their units shall enter into written leases for a term of no less than six (6) months. Any Unit Owner who leases his or her unit must, no later than five (5) business days after the signing of the lease, give written notice of such lease and supply a copy of such executed lease to the Board or its designee, and provide the Board with such general information about the lessee as the Board may reasonably require. The Unit Owner must make available to the tenant copies of the Declaration, the Bylaws and the Rules and Regulations. If the Unit Owner fails to provide these documents to the tenant, such copies, upon the tenant's request, will be made available to him or her by the

Council with all associated costs charged to the Unit Owner. Additionally, all Unit Owners leasing their Unit shall bind all lessees to the provisions of the Declaration and these Bylaws by utilizing the Condominium's standard lease addendum available from the managing agent or the Board of Directors which shall include the following provisions:

(a) All provisions of the Declaration, the Bylaws and the Rules and Regulations applicable to The Council of Unit Owners of Treover, a Condominium, Inc., which govern the conduct of Unit Owners and which provide for sanctions against Unit Owners shall apply to tenants. Tenant agrees to abide by and comply with all provisions of the Declaration, the Bylaws and the Rules and Regulations. Unit Owner agrees to cause all occupants of his or her unit to comply with the Declaration, the Bylaws and the Rules and Regulations, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the unit are fully liable and may be sanctioned for any violation of the Declaration, the Bylaws or the Rules and Regulations in the same manner as an Unit Owner. In the event that the tenant, or a person living with the tenant, violates the Declaration, the Bylaws or the Rules and Regulations and a fine is imposed, such fine shall be assessed against the tenant; provided, however, if the fine is not paid by the tenant within the time period set by the Board of Directors or dispute settlement committee, the Unit Owner shall pay the fine upon notice from the Council of the tenant's failure to pay the fine. Unpaid fines constitute a lien against the unit. Any tenant charged with a violation of the Declaration, the Bylaws or the Rules and Regulations is entitled to the same procedure to which an Unit Owner is entitled prior to the imposition of a fine or other Sanction.

(b) Any violation of the Declaration, the Bylaws or the Rules and Regulations is deemed to be a violation of the terms of the lease and authorizes the Unit Owner to terminate the lease without liability and to evict the tenant in accordance with Maryland law. The Unit Owner hereby delegates and assigns to the Council, acting through the Board, the power and authority of enforcement against the tenant for breaches resulting from the violation of the Declaration, the Bylaws or the Rules and Regulations, including the power and authority to evict the tenant on behalf of the Unit Owner, in accordance with the terms hereof. In the event the Council proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the unit and the Unit Owner thereof, such being deemed hereby as an expense which benefits the leased unit and the Unit Owner thereof.

(c) Tenant agrees to be personally obligated for the payment of all assessments against the Unit Owner which are owed during tenant's occupancy or which become due as a consequence of tenant's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws or the Rules and Regulations. The above provision shall not be construed to release the Unit Owner from an obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

Upon request by the Council, tenant shall pay to the Council all unpaid installments of annual assessments and special assessments; provided, however, tenant need not make such payments to the Council in excess of or prior to the due dates for monthly rental payments

unpaid at the time of the Council's request. All such payments made by tenant shall reduce, by the same amount, tenant's obligation to make monthly rental payments to Unit Owner-lessor.

Section 6. Parking Spaces. All parking areas within the property shall be considered part of the general common elements. Parking may be regulated by the Board of Directors and parking spaces may be assigned by the Board of Directors for use by individual Unit Owners or designated for use by motorcycles, guest parking or other specific uses. Notwithstanding the foregoing, unassigned spaces or spaces designated for general use may be used on a "first come, first serve" basis. No vehicle belonging to any Unit Owner, or to any guest or employee of any Unit Owner, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any other parking space. Each Unit Owner shall comply in all respects with such supplementary rules and regulations which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the property, and the Board of Directors is hereby, and elsewhere in these Bylaws, authorized to adopt such rules and regulations. The Board may enforce this parking paragraph against Unit Owners for their violations or the violations of their guests, family, agents, or licensees by the imposition of fines, by towing or by any other sanction available to the Board through the Bylaws or the Act. The Board may utilize all other reasonable means to enforce this provision including, by way of example rather than by limitation, authorizing individual Unit Owners to have a vehicle towed if that vehicle is in that particular Unit Owner's assigned parking space, subject to any governmental requirements.

Section 7. Family Day Care.

(a) Family Day 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 Council voting in person or by proxy at a special meeting of the Council shall be required to enact a provision allowing Family Day Care Homes within the Condominium, and said provision shall constitute an amendment to the Declaration and these Bylaws. If enacted, the provision may be eliminated and Family Day Care Homes may once again be disapproved by a simple majority vote of the Council voting in person or by proxy at a special meeting of the Council.

Article XII

Compliance and Default

Section 1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, the Bylaws, the Rules and Regulations and the Act as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Council, acting through its Board of Directors or through the managing agent, to the following relief:

(a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any master insurance deductible amount, increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) Costs and Attorney's Fees. In the event any action or proceeding is required due to any alleged default by a Unit Owner, the Council shall be entitled to recover the costs of such proceeding and its reasonable attorney's fees.

(c) No Waiver of Rights. The failure of the Council, the Board of Directors or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, the Bylaws, the Rules and Regulations or the Act shall not constitute a waiver of the right of the Council, the Board of Directors or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Council, the Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, the Bylaws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, the Bylaws, the Rules and Regulations or the Act or at law or in equity.

(d) Interest. In the event of a default by any Unit Owner in paying any sum assessed against his Condominium unit other than for common expenses which continues for a period in excess of fifteen (15) days, the highest interest rate allowable by law may be imposed in the discretion of the Board of Directors upon the principal amount unpaid from the date due until paid.

(e) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board of Directors, the breach of any bylaw contained herein or the breach of any provision of the Declaration or the Act shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (1) to enter the unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; (2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (3) to tow vehicles parked in violation of the parking restrictions set forth in these Bylaws, subject to any governmental restrictions.

(f) Legal Proceedings. Failure to comply with any of the terms of the Declaration, the Bylaws or the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Council, the Board of Directors, the managing agent or, if appropriate, by any aggrieved Unit Owner and shall not constitute an election of remedies.

Article XIII

Amendment

Section 1. Unit Owner Approval. Except as otherwise provided or as otherwise may be specified in the Act, these Bylaws may be modified or amended either (i) by a vote by the Unit Owners of at least two-thirds (2/3) or the minimum vote required by the Act of the votes appertaining to all of the units, present in person or by proxy, at any regular or special meeting of the Council duly called for such purpose, or (ii) pursuant to a written instrument duly executed by the Unit Owners having at least two-thirds (2/3) or the minimum vote required by the Act, as it is amended, of the votes appertaining to all of the units. No amendment shall become effective until it is recorded in the Office of Land Records for Howard County, Maryland. The amendment shall be accompanied by a certificate of the person specified in the Bylaws to count votes at the meeting of the Council that the amendment was approved by the Unit Owners having at least two-thirds (2/3) or the minimum vote required by the Act as it is amended of the percentage interest in the Condominium. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least twenty-five percent (25%) of the total units of the Condominium. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

Notwithstanding anything else to the contrary contained herein, if amendments are required to ensure the continued eligibility of the Condominium to qualify for FHA or VA loan guarantee or secondary mortgage participation, the Board of Directors, by unanimous vote, may adopt any amendments which may ensure such qualification provided the Unit Owners are informed of the proposed amendments and are given 45 days to call a Special Meeting to rescind the Board's proposed action.

Section 2. Mortgagee Approval. These Bylaws contain provisions concerning various rights, priorities, remedies and interests of the mortgagees of units. Such provisions in 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, all first mortgagees shall be given thirty (30) days notice of all proposed amendments, and no amendment or modification of these Bylaws impairing or affecting the rights, priorities, remedies or interests of a mortgagee (including the mortgagee's use of a secondary mortgage market, i.e., the salability of mortgages to Mortgage Guaranty Insurance Corporation, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, etc.) shall be adopted without the prior written consent of the first mortgagee. If there is more than one mortgagee holding mortgages on the units, it shall be

sufficient for this purpose to obtain the written consent of the mortgagee or mortgagees holding mortgages on seventy-five percent (75%) or more of the units encumbered by mortgages. Notwithstanding this provision, the Council shall be entitled to adopt and record such amendments if it complies with Section 11-104 of the Act.

Article XIV

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 or if deposited in the United States Mail with sufficient first class postage prepaid:

(a) If to a Unit Owner, at the address of the unit of such Unit Owner or, if other than the unit, at the address which the Unit Owner has designated in writing and filed with the Secretary;

(b) If to the Council, the Board of Directors, or the management agent, at the principal office of the Council or the management agent, if any, or at such other address as shall be designated by the notice in writing to the Unit Owners pursuant to this Section;

(c) Notices of regular or special meetings of the Board of Directors may be given in any manner determined by the Board of Directors in accordance with the Act, the Declaration, these Bylaws and any applicable county ordinance or state code provision.

Section 2. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

Section 3. 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 thereof.

Section 4. Compliance. These Bylaws are set forth in compliance with the requirements of the Act as it is amended.

Section 5. Conflicts. In the event of conflicts between the Act, the Declaration, and these Bylaws, the Act and the Declaration shall control, in that order. All the terms hereof except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the Act as it is amended

Section 6. Gender and Grammar. In designation hereunder, reference to the masculine gender shall be deemed to include the feminine gender, wherever the same may be appropriate,

and the plural shall be substituted for the singular or the singular substituted for the plural in any place herein in which the context may require substitution.

Section 7. Waiver. No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

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IMP FD SURE \$	2.00
RECORDING FEE	75.00
TOTAL	77.00
Res# H083	Rcpt # 87762
MDR FAK	DLK # 3232
AUG 18, 1999	07:42 am

Order: 82B9M4JQY
 Address: 6875 Majors Ln Apt 3
 Order Date: 04-08-2020
 Document not for resale
 HomeWiseDocs

TREOVER, A CONDOMINIUM COUNCIL OF UNIT OWNERS
Policy Resolution No. 98-16
(Assessment Collection Procedures)

WHEREAS, Article III of the Bylaws provides that the Board of Directors of the Council of Unit Owners is empowered to adopt an annual budget for the Council, to levy assessments against the Unit Owners to fund such budget and to take action to collect Annual and Special Assessments and related expenses ("Assessments") from Unit Owners; and

WHEREAS, the Board believes that it is necessary to clarify the Council policies with respect to the collection of Assessments levied by the Council and to publish such procedures to the Unit Owners.

NOW, THEREFORE, BE IT RESOLVED that the Board does hereby adopt the following policy governing notification and collection of Assessments.

I. ROUTINE COLLECTIONS

- A. Due Date/Late Fees: The Annual Assessment shall be paid by the Unit Owners in twelve (12) monthly installments. The due date for each installment shall be the first day of each month. The due date for any Special Assessment shall be established by the Board. Any installment not paid by the fifteenth (15) day of each month shall accrue a late fee of \$15.00.
- B. Notification: Non-receipt of coupons or assessment notices shall in no way relieve the Unit Owner of the obligations for his or her required contributions. Non-resident Unit Owners must furnish the Board with a telephone number and address where they can be contacted; otherwise, all notices shall be sent to the unit address and the Unit Owner(s) shall be deemed to have received the information contained therein.
- C. Billing Inquiries: Questions regarding assessments may be

directed as specified in the notice or if not specified to:

Treover, A Condominium
 c/o Dubin & Associates
 4701 Sangamore Road, Suite 5-230
 Bethesda, Maryland 20816

II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

- A. Interest, Legal Fees and Costs - Any assessment which is not fully paid to the Council when due shall be considered delinquent. If any assessment is not received within thirty days (30) days of the due date, interest at the rate of 18% per annum shall accrue on the outstanding balance. Any legal fees and collection costs incurred by the Council as a result of the default shall be added to the outstanding balance.
- B. Returned Check Charge - If the Council receives a check from a Unit Owner which fails to clear due to insufficient funds or similar reasons, the Council may charge the Unit Owner an administrative fee of \$25.00 and any actual costs incurred by the Council. Upon the receipt of any returned check, the Board may require that the Unit Owners make all future payments in cash or certified funds.
- C. Referral to Legal Counsel - In the event any Unit Owner fails to pay any portion of any assessment or other outstanding financial obligation to the Council, the Board may refer the account to legal counsel. Legal counsel will initiate legal action which may include, but not be limited to, the filing and enforcement of lien against the delinquent Unit Owner's unit and the pursuit of actions at law

against the delinquent Unit Owner(s).

- D. Acceleration and Suspension of Privileges - Upon the default in the payment of any installment of an Assessment, the balance of the Annual Assessment or Special Assessment shall be deemed due and payable in full provided that a notice of the default in the payment of the installment is given within fifteen (15) days of the due date and the delinquent owner fails to pay such installment within fifteen (15) days of the date of the notice of acceleration.

1. A delinquency shall also permit the Board to deny the delinquent Unit Owner certain privileges (ie., the right to vote) during any period in which a default continues and until cured.

- E. Method of Crediting Payments Unless otherwise directed by the Unit Owner at the time of payment or unless otherwise determined by the Board of Directors, payments received by the Council from delinquent Unit Owners shall be applied in the following order of priority, as applicable:
 1. Any legal fees, expenses or costs of collection;
 2. Late charges, returned check charges and interest;
 3. All other charges and fees incurred by the Council as a result of any violation of the provisions of the Council Declaration, Bylaws and Rules and Regulations by a Unit Owner, his or her family, employees, agents, tenants or licensees;
 4. Any and all Special Assessments; and
 5. The Annual Assessment.

TREOVER, A CONDOMINIUM PIT BULL RESOLUTION

WHEREAS, Article III Section 15 of the Amended and Restated Bylaws states that the Board of Directors shall manage the affairs of the Council and shall have the powers and duties granted in the Act, the Declaration and these Bylaws necessary for the administration of the Condominium and may do all such acts and things as are not by the Declaration of these Bylaws specifically directed to be done and exercised by the members. The Board shall have the power to adopt such rules and regulations as it deems necessary and appropriate in accordance with the procedures outlined in Section 11-111 of the Act and to impose reasonable sanctions for violations thereof, including, among other things, monetary fines, in accordance with the procedures outlined in Section 11-113 of the Act or as it is amended. Should the Board impose a monetary fine, the monetary fine shall be treated as any other assessment for collection purposes; and

WHEREAS, Section 6.5.3 of the Declaration states that the Council may adopt reasonable Rules and Regulations governing the use of the Common Elements by Unit Owners, their family members and guests or any other person and the adoption thereof shall not be subject to the procedures and requirements set forth in the provisions of Section II-III of the Act ; and

WHEREAS, Section 8.3 of the Declaration states that no noxious or offensive activity shall be carried on within any Unit so as to render any Unit or portion thereof a nuisance to the Condominium or any occupant thereof; and

WHEREAS, Section 11-109(d)(16) of the Maryland Condominium Act permits the Board of Directors to levy fines for violation of the Declaration, Bylaws, rules and regulation of the Association; and

WHEREAS, On April 26, 2012, the Maryland Court of Appeals, the highest Court in Maryland, held that pit bulls and pit bull mixed breeds are "inherently dangerous" and impose strict liability on dog owners for injuries caused by their pit bulls or pit bull mixes. This strict liability standard applies not only to the dogs' owners, but also to other persons who have the "right to control the pit bull's presence on the subject premises" and know, or have reason to know, that there is a pit bull or cross-bred pit bull mix on the premises.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Directors is adopting the following rules and regulations regarding the presence of pit bulls or pit bull mixes:

The Board has determined that to avoid potential legal liability and for the best interest of the Association and the Association's members to adopt a rule relating to the prohibition of any pit bull breed and pit bull mix dogs ("Pit Bull") within the community. Any Pit Bull who currently resides in the community must be relocated. If a Pit Bull is found in the community, the owner of the unit in which the dog resides will be subject to a fine of \$250.00 per month until the dog has been removed. All such fines will be collectable as assessments and shall be subject to the same collections procedures as delinquent accounts for assessments. During the time in which fines are assessed and during all times after this resolution takes effect, the owner of said dog shall indemnify the Association for all legal liability that may come from the ownership of a Pit Bull and Pit Bull Mix.

AND, BE IT FURTHER RESOLVED THAT this Resolution shall be effective thirty (30) days after the date of its passage.

PASSED this 12th day of November, 2012.
Authorized Representative, Board of Directors

Signature
/S/ Fred Thomas
Name Printed:

Board President

Date November 12, 2012

Signature
/S/ Amanda Rogers
Name Printed:

Board Secretary

Date November 12, 2012

COUNCIL OF CO-OWNERS OF TROVER, A CONDOMINIUM

AMENDED

Policy Resolution No. 12

(Establishing Rules and Regulations Relating to Lease Registration)

WHEREAS, Article III, Section 15 of the Amended and Restated Bylaws of the Council of Co-Owners of Trover, A Condominium ("Council") provides that the Board of Directors shall manage the Council and exercise all powers and duties granted by law and the Council's governing documents, including the adoption of rules and regulations; and

WHEREAS, Article XI, Section 5 of the Council's Amended and Restated Bylaws ("Bylaws") states, in part, as follows:

Units may be rented only in their entirety; no fraction or portion may be rented. All Unit Owners interested in leasing their units shall enter into written leases for a term of no less than six (6) months. Any Unit Owner who leases his or her unit must, no later than five (5) business days after the signing of the lease, give written notice of such lease and supply a copy of such executed lease to the Board or its designee, and provide the Board with such general information about the lessee as the Board may reasonably require. The Unit Owner must make available to the tenant copies of the Declaration, the Bylaws and the Rules and Regulations. If the Unit Owner fails to provide these documents to the tenant, such copies, upon the tenant's request, will be made available to him or her by the Council with all associated costs charged to the Unit Owner. Additionally, all Unit Owners leasing their Unit shall bind all lessees to the provisions of the Declaration and these Bylaws by utilizing the Condominium's standard lease addendum available from the managing agent or the Board of Directors. Any violation of the Declaration, Bylaws or the Rules and Regulations is deemed to be a violation of the terms of the lease and authorizes the Unit Owner to terminate the lease and to evict the tenant in accordance with Maryland law; and

WHEREAS, Article V, Section 2(h) of the Amended Bylaws provides, in part, that individual Unit Owners may be assessed for a cost that is incurred for that particular Condominium Unit; and

WHEREAS, the Council incurs additional administrative costs for leased units; and

WHEREAS, the Board of Directors believes that it is in the best interests of the Council to promulgate amended rules and regulations implementing the provisions of the Bylaws relating to the leasing of Units by Unit Owners.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby adopt the following regulations for the Council, hereinafter referred to as the "Rules," which shall be binding upon all Unit Owners and their family members, tenants, occupants, successors, heirs, and assigns:

I. Policy

- A. All Unit Owners must register all tenants and other occupants (hereinafter the word "Tenant" shall designate Tenant or other occupants) of his or her Unit if the Unit Owner does not reside in the Unit. Such registration must include but is not limited to the names of all persons authorized under the lease to occupy the Unit, contact information for the authorized occupants and contact information for the Unit Owner. Should any of the contact information change during the course of the lease, the Unit Owner has the obligation to update that information with the management office. The attached forms shall be completed to fulfill this requirement.
- B. All Unit Owners who have leased their Units to a Tenant and do not reside in such Units must pay an Annual Tenant Registration Assessment of One Hundred Fifty Dollars (\$150.00) per year.
- C. All leases must be in writing and must conform to the provisions of Article XI, Section 5 of the Bylaws.
- D. Unit Owners who have leased their Units to Tenants and who do not reside in such Units are deemed to have delegated their rights to their Tenants to use and enjoy the Common element recreation facilities for the entire period of the Lease, the tenancy, or other arrangements.

II. Registration Of Tenants

- A. A Unit Owner shall register all Tenants residing in his or her Unit within ten (10) days of the starting date of the Lease or other arrangement.

- B. **New Tenant:**

A Unit Owner shall register Tenants by submitting within ten (10) days of the commencement of the term of the Lease (or if they have failed to register any such Tenant at the time of the passage of this Resolution, within ten (10) days from the passage of this Resolution) the following documents to the Council's Managing Agent or on-site manager:

- 1. A completed and signed Owner/Tenant Information Form (a copy of which is appended here as Exhibit "A") Including copies of both the owner's homeowner's insurance and the Tenant's renter's insurance.
- 2. A signed copy of the Lease containing all of the terms required herein or an Addendum to the Lease containing these terms.

- C The Council reserves the right to deny the use of the Common Elements (e.g. privileges, parking) to a tenant and his or her family and other occupants of the Unit until: (a) signed Owner/Resident Information Form, (b) a signed copy of the Lease.

III. Annual Tenant Registration Assessment

- A. Commencing January 1, 2013 and continuing each year thereafter, all Unit Owners that have Tenants residing in his or her Unit must pay an Annual Tenant Registration Assessment of \$150.00 or such increased amount as determined by the Council's Managing Agent after notice to the Owners and such payment shall be made to the Council's Managing Agent or on-site manager. The assessment will offset the additional costs incurred by the Council relating to the Unit being leased to a Tenant by the Owner.
- B. Payment is due annually on or before January 1, 2013 and every year thereafter on that date or the date determined by the Board of Directors or when a Unit Owner submits the Owner/Tenant Form for a Tenant. Any payment that is not received within 30 days of the due date, or such other date as determined by the Board, or within ten days of commencement of a Lease for a New Tenant shall be considered late and subject to a late charge of fifteen dollars (\$15.00) per month.
- C. A Unit Owner does not have to pay an additional Tenant Registration Assessment for a New Tenant if the Unit Owner has already paid the Tenant Registration Assessment for that calendar year.

IV. Unit Owner's Responsibilities

The Unit Owner shall provide to his or her Tenants at the time the Lease is signed copies of the following:

1. The Declaration of Treover Condominium;
2. The Bylaws of the Council of Unit Owners of Treover, A Condominium;
3. The Rules and Regulations and any Policy Resolutions in effect at the time the Lease is signed.

V. Tenant's Responsibilities

- A. Tenants and all other occupants of the Unit must comply with the Declaration, Bylaws, and all Rules and Regulations.
- B. Failure to comply with the Declaration, Bylaws, or the Rules and Regulations shall be a default under the Lease and each Lease used by the Owner must contain a provision to this effect.

VI. Enforcement

- A. If these Rules are violated, the Council reserves all of its legal remedies, including, but not limited to, the right to compel eviction, and the assessment of special charges and/or the suspension of privileges, subject to the due process procedures set forth in the Declaration, Bylaws, and Rules and Regulations. These terms must also be in each and every Lease used by an Owner for a Tenant in this Association.
- B. Payment and collection of the Annual Tenant Registration Assessment shall be made in accordance with the Bylaws and the Maryland Condominium Act, including without limitation the right reserved to the Board to accelerate payment of the assessments and the right to recover attorneys' fees and costs.

This policy was adopted pursuant to §11-111 of the Maryland Condominium Act and supersedes all prior resolutions related to leasing.

COUNCIL OF CO-OWNERS OF TREOVER,
A CONDOMINIUM

/S/ Fred Thomas

By: _____
President Treover A Condominium

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held November 12, 2012.

Motion by: Treasurer Seconded by: Secretary

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>/S/ Fred Thomas</u> President	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
<u>/S/ Robert Holder</u> Vice President	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>/S/ Gloria Conway-Jones</u> Treasurer	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
<u>/S/ Amanda Rogers</u> Secretary	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
<u> </u> Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>

ATTEST:

/S/ Amanda Rogers November 12, 2012
Secretary Date

Resolution effective: July 9, 2012.

FOR COUNCIL RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed and/or hand-delivered to all unit owners of the Council Of Co-Owners Of Treover Condominium at their address of record on this 12th day of November, 2012.


LaSharn Newbill, On-Site Manager