

BY-LAWS  
OF  
SILVER RIDGE CONDOMINIUM AT SILVER SPRING STATION

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BY-LAWS  
OF

SILVER RIDGE CONDOMINIUM AT SILVER SPRING STATION

Dated: March 22, 1990

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ARTICLE I

ADMINISTRATION

Section 1. Form of Administration. The condominium project, known as Silver Ridge Condominium At Silver Spring Station, located on Wean Drive in Baltimore County, Maryland, has been subjected to the provisions of the Condominium Act, and a condominium regime has been established therefor, by the Declaration to which these By-laws are attached. The affairs of the condominium shall be governed by the council of unit owners, an unincorporated legal entity comprised of all the unit owners, acting through its board of directors, elected or appointed for the purpose of carrying out the responsibilities of said council of unit owners, all in the manner and to the extent hereinafter provided, and subject to the right and power of the council of unit owners, or the board of directors, to employ a manager to administer and supervise the condominium project.

Section 2. Applicability of By-laws. The terms, conditions, provisions and restrictions of these By-laws are applicable to the condominium project and to the use, occupancy, benefit and enjoyment thereof, and shall inure to the benefit of the unit owners and be binding upon said unit owners, their tenants, guests and other invitees, the agents, servants and employees of such unit owners, tenants, guests and invitees, and any other person, firm or corporation using any facility of the property. The acceptance of any deed, lease, contract or other paper covering any interest in a condominium unit, or the use, occupancy, benefit or enjoyment of such unit, without further act, shall signify that the By-laws of the condominium are approved and ratified and that the person accepting the deed, lease, contract or other paper, or using, occupying, or otherwise enjoying any unit shall comply with the terms, conditions, provisions and restrictions of the By-laws.

Section 3. Mailing Address. The mailing address of the council of unit owners shall be Council of Unit Owners of Silver Ridge Condominium At Silver Spring Station, c/o TriStar Management, Inc., Attn. Robert N. Meyers, 40 York Road-2nd Floor, Towson, Maryland 21204, or at such other address as the council of unit owners, board of directors or manager may from time to time designate by written notice to the unit owners and the mortgagees.

ARTICLE II

POWERS OF COUNCIL OF UNIT OWNERS

The rights and powers of the council of unit owners are as follows:

TRANSFER TAX NOT REQUIRED  
BALTIMORE COUNTY MARYLAND  
for [Signature]  
Authorized Clerk

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Baltimore County  
1R 3-22-90

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE  
SIGNATURE JR DATE 3-22-90

(a) To have perpetual existence subject to the right of the unit owners to terminate the condominium regime, as provided in the Condominium Act or in the Declaration;

(b) To adopt and amend reasonable rules and regulations;

(c) To adopt and amend budgets for revenues, expenditures and reserves, and collect assessments for common expenses from unit owners;

(d) To sue and be sued, and complain and defend, in any court;

(e) To transact its business, carry on its operations and exercise the powers provided in the Condominium Act, in any state, territory, district or possession of the United States, and in any foreign country;

(f) To make contracts and guarantees, incur liabilities, borrow money, and to sell, mortgage, lease, pledge, exchange, convey, transfer and otherwise dispose of any part of its property and assets;

(g) To issue bonds, notes and other obligations, and secure the same by mortgage or deed of trust, on any part of its property, franchises and income;

(h) To acquire by purchase or in any other manner, and to take, receive, own, hold, use, employ, improve and otherwise deal with any property, real or personal, or any interest therein, wherever located;

(i) To hire and terminate managing agents and other employees, agents and independent contractors;

(j) To purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, corporations of this State, or foreign corporations, and of associations, partnerships and individuals;

(k) To invest its funds and to lend money in any manner appropriate to enable it to carry on the operations or to fulfill the purposes named in the Declaration or By-laws, and to take and to hold real and personal property as security for the payment of funds so invested or loaned;

(l) To regulate the use, maintenance, repair, replacement and modification of the common elements;

(m) To cause additional improvements to be made as a part of the general common elements;

(n) To grant easements, rights of way, licenses, leases and similar interests through or over the common elements in accordance with the Condominium Act and the Declaration;

(o) To impose charges for late payment of assessments and, subject to the provisions of Article XVI of these By-laws, levy reasonable fines for

violations of the Declaration, these By-laws, and rules and regulations of the council of unit owners adopted pursuant to Article XV of these By-laws;

(p) To impose reasonable charges for the preparation and recordation of rules, regulations, resolutions, resale certificates, or statements of unpaid assessments, and amendments to such documents, and for the preparation and recordation of amendments to the Declaration, By-laws and condominium plat;

(q) To provide for the indemnification of and maintain liability insurance for officers, directors, and any managing agent or other employee charged with the operation or maintenance of the Condominium;

(r) To enforce the implied warranties made to the council of unit owners by the Developer under the Condominium Act;

(s) To enforce the provisions of the Condominium Act, the Declaration, these By-laws, and the rules and regulations, if any, of the council of unit owners against any owner or occupant of a unit; and

(t) Generally to exercise the powers set forth in the Condominium Act and the Declaration or By-laws, and to do every other matter, act or thing not inconsistent with law, which may be appropriate to promote and attain the purposes set forth in the Condominium Act, the Declaration or By-laws, including the right to elect directors, officers and agents, and to define their rights, powers and duties, provided, however, that the council of unit owners shall not impose or receive any payment, fee or charge for the use, rental or operation of the common elements, other than assessments imposed against all unit owners pursuant to Sections 1 and 3 of Article IX hereof.

### ARTICLE III

#### MEETINGS OF COUNCIL OF UNIT OWNERS

Section 1. Annual Meetings. The annual meeting of the council of unit owners shall be held at such place within the State of Maryland as may be designated by a majority of the unit owners, the board of directors or the manager of the condominium project, at 8:00 p.m., on the third Wednesday of November of each year (or on such other date, or at such other time as may be fixed by such majority, board, or manager), for the election of directors and for the transaction of general business, provided that the first annual meeting of the council of unit owners shall be held within sixty (60) days after the date that fifty percent (50%) of the percentage interests in the common elements have been conveyed by the Developer to the initial purchasers of the units. Such annual meetings shall be general meetings, i.e., open for the transaction of any business without special notice of such business, provided, however, that no new business shall be introduced or otherwise submitted at the meeting unless a written summary thereof is filed with the Secretary of the council of unit owners before commencement of the meeting.

Section 2. Special Meetings. Special meetings of the council of unit owners may be called at any time by a majority of the unit owners, the board of directors, or the manager, either by vote or in writing. Upon the

written request of a majority of unit owners, specifying the purpose of the special meeting and delivered to the board of directors or manager, it shall be the duty of the board or manager forthwith to call a meeting of the council of unit owners. Notice thereof shall be given as provided in Section 3 of this Article III. No business other than that stated in the notice of the meeting shall be transacted at any special meeting of the council of unit owners, however called. Special meetings of the council of unit owners shall be held at such place within the State of Maryland as may be fixed by a majority of the unit owners, board of directors, or manager calling the same.

Section 3. Notice of Meetings. At least ten (10), but not more than thirty-five (35), days' written or printed notice of every annual meeting and every special meeting of the council of unit owners shall be given by a majority of the unit owners, the board of directors or the manager to each unit owner whose name appears as such upon the roster or books of the condominium project (a) at the close of business on the last business day falling at least ten (10) days prior to the day of the meeting, with respect to the first annual meeting and any special meeting(s) held prior to the first annual meeting, and (b) at the close of business on the day notice of the meeting is distributed, with respect to all annual and special meetings held after the first annual meeting. Such notices of annual or special meetings shall state the place, day and hour of such meetings, and, in the case of special meetings, shall also state the business proposed to be transacted thereat. Such notice shall be given to each unit owner either by delivering the same to him or by mailing it postage prepaid and addressed to him at his address as it appears upon the roster or books of the condominium project, as aforesaid. No notice of the time, place or purpose of any meeting of unit owners, whether prescribed by law, by the Declaration, or by these By-laws, need be given to any unit owner who attends in person, or by proxy, or who, in writing, executed and filed with the records of the meeting, either before or after the holding thereof, waives such notice.

Section 4. Quorum. Unless otherwise specifically provided in the Condominium Act, in the Declaration, or in these By-laws, the presence in person or by proxy of a majority of the unit owners shall be necessary and sufficient at any meeting of the council of unit owners to constitute a quorum for the election of directors, for the adoption of decisions, or for the transaction of other business, and any such meeting may be adjourned from time to time until the transaction of business has been completed. In the absence of a quorum, (a) the unit owners who shall be present in person or by proxy at any meeting (or adjournment) may, by vote of a majority of such unit owners, adjourn the meeting from time to time, but not for a period of over thirty days at any one time, in accordance with the requirements of State law, including Section 5-206 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time, if applicable, and at any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified; or (b) a new meeting may be called pursuant to Section 3 of this Article III.

Section 5. Proxies. Unit owners may vote either in person or by proxy, but no proxy shall be effective for more than 180 days following its issuance, unless granted to a lessee or mortgagee, in which case the proxy



shall remain in force for such longer period as shall be designated therein. Every proxy shall be in writing, subscribed by the unit owner or by his duly authorized attorney, and shall be dated, but need not be sealed, witnessed or acknowledged, unless otherwise required by law. Each proxy shall be presented at the meeting and deposited with the Secretary of the council of unit owners, the board, or the manager. All proxies shall be subject to the applicable requirements, if any, of the Condominium Act.

Section 6. Voting.

(a) Subject to paragraph (b) of this Section 6, at every meeting of the council of unit owners, every unit owner shall be entitled to cast the number of votes appurtenant to his unit, as determined under the provisions of the Declaration and registered in his name on the roster or books of the condominium project on the date for the determination of voting rights at the meeting. Upon demand by unit owners holding at least twenty-five percent (25%) of the votes held by the unit owners present in person or by proxy, the votes for directors, or upon any question before a meeting, shall be by ballot; and except in cases in which it is by statute, by the Declaration, or by these By-laws otherwise specifically provided, the vote of a majority of the unit owners present and voting shall be necessary and sufficient to elect or pass any measure.

(b) Notwithstanding the foregoing, no unit owner shall be entitled to vote at any meeting of the council of unit owners after a statement of (condominium) lien has been recorded among the Land Records of Baltimore County, constituting a lien against his condominium unit, unless the amount necessary to release such lien has been paid at or before the time of the meeting.

Section 7. List of Unit Owners. The council of unit owners shall maintain a current roster of the names and addresses of each unit owner to whom notice of meetings of the council of unit owners and the board of directors shall be sent in accordance with the provisions of the Condominium Act and these By-laws. Each unit owner shall furnish his name and current mailing address to the council of unit owners, and a unit owner may not vote at any meeting of the council of unit owners until he has furnished such information. Prior to each meeting of the council of unit owners, the Secretary thereof, the board of directors, or manager, shall prepare a full, true and complete list, in alphabetical order, of all unit owners entitled to vote at such meeting, indicating the number of votes to be cast by each, and shall be responsible for the production of such list at the meeting. The record date for determining the unit owners entitled to vote at any meeting of the council of unit owners shall be the record date established in Section 3 of this Article III for determining the unit owners entitled to notice of such meeting.

Section 8. Order of Business. At all meetings of the council of unit owners, the order of business shall be, as far as applicable and practicable, as follows:

1. Organization and roll call.

2. Proof of notice of meeting or of waivers thereof. The Certificate of the Secretary of the council of unit owners, the board of directors, or the manager, or the affidavit of any other person who mailed the notice or caused the same to be mailed, shall be accepted as proof of service of notice by mail.

3. At any annual meeting, or at a meeting called for that purpose, reading of unapproved minutes of preceding meetings and action thereon.

4. Reports of the board of directors, officers, committees, and any manager employed by the council of unit owners or the board.

5. At an annual meeting, the election of directors and employment of a manager.

6. Unfinished business.

7. New business.

8. Adjournment.

Section 9. Informal Action. To the extent not inconsistent with the requirements of the Condominium Act regarding the manner of operation of the council of unit owners, any action required or permitted to be taken at any meeting of the council of unit owners may be taken without such meeting if a written consent to such action is signed by all unit owners (and by all mortgagees, if mortgagee consent is required for the taking of such action) and such written consent is filed with the minutes of the proceedings of the council of unit owners.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. Number and Qualification. Subject to the right of the council of unit owners or the board of directors to employ a manager, as provided in Article VIII of these By-laws, the affairs of the condominium project shall be managed by a board of directors (board) comprised of three (3) members (directors), each of whom shall be (a) a unit owner, either in his own name, or as a joint tenant, tenant in common, tenant by the entirety, or co-partner, if his unit is held in a real property tenancy or partnership relationship, or (b) the spouse of a unit owner, or (c) an officer or agent of a corporate unit owner. For each unit owned, there shall be no limit as to the number of tenants, co-partners, officers, or agents of the unit owner who may serve as directors at the same time. The number of directors fixed by these By-laws may, by a vote of a majority of the unit owners present and voting at any annual meeting of the council of unit owners, be increased to not exceeding seven (7), or decreased to not less than three (3).

Section 2. Powers. The board of directors shall have all rights and powers necessary to the administration of the affairs of the condominium project and may do and perform all matters, acts and things not expressly

reserved to the council of unit owners. The powers of the board of directors shall include particularly, but not by way of limitation, the right to do the following:

(a) Supervise, manage, operate, examine, inspect, care for, preserve, repair, replace, restore and maintain the common elements; keep and maintain said elements in a clean, neat, trim, orderly, sanitary and safe condition, free of garbage, trash, rubbish and other refuse, free of insects, rodents, vermin and other pests, free from objectionable odors, and free of sand, water, ice and snow; procure all labor, material, services and utilities necessary or desirable to the foregoing; obtain all permits and licenses required for the property; comply with all laws, ordinances, rules, and regulations applicable to the maintenance and care of the common elements; and generally carry out all matters and things deemed necessary or advisable to the economic or efficient maintenance and operation of the condominium project.

(b) Employ all personnel necessary or desirable for the maintenance, operation and management of the condominium project; and engage any attorney or attorneys to handle the legal affairs of said project, including collection of the common expenses due by any unit owner, and any accountant or accountants to handle and maintain the financial records of the property, including the preparation of any tax return or other form required to be filed with any governmental agency.

(c) Procure bids or otherwise establish the fixed cost of all labor, materials, services, utilities and other items required for the operation, maintenance and care of the condominium project, and the convenience of the unit owners; review and analyze all cost and expense factors arising out of or otherwise related to the property, together with the benefits and advantages to be derived therefrom; determine and fix a detailed annual budget for the project, and upon the establishment of such budget, assess and collect the funds therefor as a common expense.

(d) Impose reasonable charges for the preparation, copying and recordation of any documents related to the condominium project; and impose and collect charges and fines for the late payment of assessments and for violations of the Declaration, these By-laws and the rules and regulations of the council of unit owners.

(e) Adopt reasonable rules and regulations, not inconsistent with the Declaration or By-laws, for the care and preservation of the common elements, the comfort, health, safety and general welfare of the unit owners, and the efficient operation of the condominium project.

(f) Establish and maintain an accurate and efficient cash and accounting system, make collections and deposit of funds in such banks, trust companies, or other depositories as the board shall from time to time approve, verify and account for all receipts and expenditures involved in the operation of the condominium project, approve or disapprove all requisitions, bills, statements and vouchers, pay all costs and expenses incurred in the operation and maintenance of the property, designate signatories to which bank or other accounts shall be subject, keep and preserve, at the principal office of the condominium project, rosters, books, accounts and records covering the

operation of the property, and execute and file any statement, certificate, affidavit, return or other forms required to be filed with any governmental agency in connection with any income or unemployment, social security or employee benefit tax, or the withholding of any tax, or any information relative to the foregoing, and prepare and submit such account or accounts of the financial condition of the condominium project as may from time to time be required or advisable.

(g) Procure and maintain all policies of insurance required by the Condominium Act, by these By-laws, or by the council of unit owners, or otherwise deemed advisable; designate a trustee or trustees, or other person, firm or corporation as the nominal beneficiary of any policy, to hold proceeds payable thereunder for the use and benefit of the council of unit owners; negotiate and adjust any loss occurring under any policy of insurance; and make any repair, replacement or restoration of the property damaged or destroyed by fire or other casualty insured against.

(h) Prepare, with the assistance of an accountant, if deemed necessary, and file, all income tax returns and other tax returns, declarations, and other forms required of the council of unit owners by law, and arrange for payment of any tax shown thereby to be due.

Section 3. Election and Term of Office. The following persons shall serve as directors for a term commencing on the date of the creation of the condominium and ending at the first annual meeting of the council of unit owners: Joann Heater, Cheryl Neff and Dan Smith. At the first annual meeting of the council of unit owners, three (3) directors shall be elected to succeed the directors named above. The term of office of two (2) such directors shall be fixed at one (1) year, and the term of office of the remaining director shall be fixed at two (2) years. At the first or any succeeding annual meeting of the council of unit owners, additional directors shall be elected if required under the provisions of Section 1 of this Article IV. The term of each such additional director shall be fixed at two (2) years. At the expiration of the initial term (not including any term of office commencing on the date of the creation of the condominium) or other term of office of each director, his successor shall be elected at the annual meeting of the council of unit owners to serve for a term of two (2) years. Each director specifically named in this Section 3 or elected as provided in this Section 3 or in Section 4 of this Article IV (a) may, if reelected, succeed himself, and (b) shall hold office until his successor shall have been elected and qualified, or until he shall die or resign, or shall have been removed, or shall cease to qualify.

Section 4. Vacancies. If any director shall die or resign, or shall cease to qualify for directorship under Section 1 of Article IV of these By-laws, or if the council of unit owners shall remove any director without appointing another in his place, a majority of the remaining directors, although such majority is less than a quorum, may elect a successor to hold office for the unexpired portion of the term of the director whose place shall become vacant and until his successor shall have been duly chosen and qualified. Vacancies in the board of directors created by an increase in the number of directors may be filled by the vote of a majority of the unit owners present and voting at an annual meeting of the council of unit owners, and

directors so elected to fill such vacancies shall hold office until the second (2nd) succeeding annual meeting of the council of unit owners and, thereafter, until their successors shall be elected and qualified.

Section 5. Removal. At any annual meeting of the council of unit owners, or at any special meeting of the council of unit owners called for that purpose, any director may be removed from office, with or without cause, by a majority of the unit owners present and voting, and another may be appointed in the place of the person so removed to serve for the remainder of his term. Removal of any director under the provisions of this Section shall, ipso facto, terminate the right of such director to hold any executive office of the condominium project.

Section 6. Regular and Special Meetings. Within seven (7) days after the annual meeting of the council of unit owners, the board of directors shall meet at such time and place as shall be fixed by the unit owners at said annual meeting, in which case no notice to the directors shall be necessary, or if no time and place was fixed for such meeting at the annual meeting of the council of unit owners, then the board shall meet within seven (7) days following the day of such annual meeting, at such time, date and place as may be fixed by a majority of the directors. In addition to the foregoing first meeting, regular meetings of the board of directors shall be held at such other time and place as may be fixed from time to time by a majority of the directors. Special meetings of the board of directors may be called by the President or by a majority of the directors either by vote or in writing. All regular and special meetings of the board shall be held in the State of Maryland. Notice of the place, day and hour of every regular and special meeting shall be given to each director (a) in writing, either mailed to him, postage prepaid, not later than the third (3rd) day before the day set for the meeting, or delivered to him personally not later than the second (2nd) day before the date set for the meeting, or (b) by telegraph or telephone not later than the day before the date set for the meeting. No notice of the time or place of the meeting need be given to any member who in writing, executed and filed with the records of the meeting, either before or after the holding thereof, waives such notice, or, in fact, attends the meeting. All regular and special meetings of the board of directors shall be held in compliance with all applicable requirements of the Condominium Act.

Section 7. Quorum. A majority of the board of directors shall be necessary and sufficient to constitute a quorum for the transaction of business at every meeting of the board, but if at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting from time to time, but not for a period of over ten (10) days at any one time, without notice other than by announcement at the meeting, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which may have been transacted at the meeting as originally notified. Each director shall have one (1) vote. Except as otherwise provided herein, all questions shall be decided by a majority of the directors present. On request of any director the yeas and nays shall be taken and entered on the minutes.

Section 8. Informal Action. To the extent not inconsistent with the requirements of the Condominium Act regarding the manner of operation of the

board of directors, any action required or permitted to be taken at any meeting of the board of directors may be taken without such meeting if a written consent to such action is signed by all the directors and such written consent is filed with the minutes of the proceedings of the board of directors.

Section 9. Compensation. No director, as such, shall receive any compensation for his services, but, by resolution of the council of unit owners, a fixed sum, not in excess of Ten Dollars (\$10.00) per year, may be allowed for attendance at the regular and special meetings of the board of directors.

Section 10. Fidelity Bonds. The council of unit owners shall maintain blanket fidelity bonds for all officers, directors and employees of the council of unit owners and all other persons handling, or responsible for, funds of, or administered by, the council of unit owners. If a manager has the responsibility for handling or administering funds of the council of unit owners, the manager shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the council of unit owners. The fidelity bond covering the officers, directors and employees of the council of unit owners shall name the council of unit owners as an obligee. Each fidelity bond shall be in an amount not less than the estimated maximum of funds, including working capital and reserve funds, in the custody of the council of unit owners or the manager, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than the sum of (a) one-quarter (¼) of the estimated annual operating expenses of the council of unit owners, and (b) all amounts then held in working capital and reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the manager, shall be paid by the council of unit owners as a common expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the council of unit owners or insurance trustee, if any. So long as the Federal National Mortgage Association ("FannieMae") shall hold a first mortgage on any unit, such bonds shall also provide that the FannieMae Servicer, on behalf of FannieMae, must receive such notice of cancellation or modification.

## ARTICLE V

### NOMINATIONS OF DIRECTORS

Section 1. Nominating Committee. On or before September 1 of each year, the board of directors may appoint a nominating committee, comprised of three (3) members, and, if such committee is so appointed, the board shall promptly notify the Secretary of the council of unit owners, in writing, of the names of the committee members. This nominating committee shall, at least thirty (30) days prior to the annual meeting of the council of unit owners, nominate not less than such number of candidates for membership on the board as may be required to be filled through election at such annual meeting, and

forthwith submit its nominations to the Secretary of the council of unit owners. The decision of a majority of the members of the nominating committee shall be reported as the decision of the nominating committee.

Section 2. Other Nominations. In addition to the nominations, if any, made by the nominating committee for membership on the board of directors, as aforesaid, nominations may be made by any unit owner at or prior to any annual meeting of the council of unit owners. Each nomination made prior to the annual meeting shall be submitted in writing to the Secretary of the council of unit owners.

Section 3. Election Materials. All election materials, if any, distributed by the council of unit owners at or prior to any annual meeting at which directors are elected shall comply with the applicable requirements, if any, of the Condominium Act.

## ARTICLE VI

### OFFICERS

Section 1. Executive Officers. The executive officers of the council of unit owners shall be a president, a vice president, a secretary, and a treasurer, or, if there be less than four (4) members of the board of directors, then a secretary-treasurer, instead of a secretary and a treasurer, each of whom shall be a member of the board of directors, and such other officers as the board from time to time considers necessary for the proper conduct of the affairs of the association. The executive officers shall be elected every year by the board of directors at its first meeting following the annual meeting of the council of unit owners. Each such officer shall hold office for a term of one (1) year, and thereafter, until his successor is elected and qualified, or until his death, disqualification, resignation or removal. The powers and duties of the executive officers of the association shall be subject to the powers of any manager employed by the council of unit owners or the board of directors, to the extent set forth in the contract of employment of such manager.

Section 2. President. The President shall be the chief executive officer of the association. He shall, when present, preside at all meetings of the council of unit owners and board of directors; he shall have the power of general management and direction of the affairs of the association, subject to the control of the board of directors. He shall, in general, have the right to perform all acts incident to his office or which may be prescribed by the board. He shall also annually prepare or cause to be prepared a full and true statement of the affairs of the association, which shall be submitted at the annual meeting of the council of unit owners, and shall be filed within ten (10) days thereafter with the records of the association.

Section 3. Vice President. In the absence, inability or disqualification of the President, the Vice President shall have the right to perform all acts incident to the office of the President, and when so acting shall have all the powers of the President of the association.

Section 4. Secretary or Secretary-Treasurer. The Secretary or Secretary-Treasurer shall keep or cause to be kept the minutes of the meetings of the council of unit owners and of the board of directors in books provided for the purpose and shall count and record votes at all such meetings; he shall see that all notices are duly given in accordance with the provisions of the By-laws; he shall be the custodian of the records of the association; and, in general, he shall have the right to perform all acts ordinarily incident to the office of a secretary, and such other acts as, from time to time, may be assigned to him by the board of directors, or by the President.

Section 5. Treasurer or Secretary-Treasurer. The Treasurer or Secretary-Treasurer shall have charge of all funds, securities, receipts and disbursements of the council of unit owners, whether common expenses, or other funds, and shall deposit, or cause to be deposited, in the name of the association, all monies or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the board of directors; he shall keep, or cause to be kept, a just, true and correct copy of all receipts and expenses, and he shall make, or cause to be made, and submit an account of the financial condition of the council of unit owners when so requested by the President, Vice President, or by resolution of said council of unit owners, or the board of directors; and he shall make, or cause to be made, all reports, financial or otherwise, now or hereafter required by law; and, in general, shall have the right to perform all acts ordinarily incident to the office of a treasurer, and such other acts as may be assigned to him by the board of directors, or by the President.

Section 6. Assistant Officers. The board of directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers. Each such Assistant Secretary and Assistant Treasurer shall hold office for such period and shall have such authority and perform such duties as the board may prescribe.

Section 7. Subordinate Officers. The board of directors may elect such subordinate officers as it may deem desirable. Each such officer shall hold office for such period and shall have such authority and perform such duties as the board may prescribe. The board of directors may, from time to time, authorize any officer to appoint subordinate officers and to prescribe the powers and duties thereof.

Section 8. Delegation of Duties. In the absence, inability or disqualification of any officer, other than the President, the duties of such officer shall be discharged by his assistant or associate officer, if any there be, or, no other arrangements having been made for the performance of such duties, the President may delegate the powers and duties of such officer to another officer or director or may appoint some other person to act in the stead of such officer until his place shall be filled by the board of directors.

Section 9. Compensation. No officer, as such, shall receive any compensation for his services. Any manager, however, its agents, servants or employees, performing any duty of any officer of the condominium project shall be compensated for such performance or services at the common expense of the unit owners.



Section 10. Removal. The board of directors shall have power at any regular or special meeting to remove any officer, with or without cause, and such action shall be conclusive on the officer so removed. The board may authorize any officer to remove subordinate officers.

Section 11. Vacancies. The board of directors at any regular or special meeting shall have power to fill a vacancy occurring in any office for any unexpired portion of the term.

Section 12. Contracts and Other Instruments. No deed, mortgage, lease, promissory note, bond, bill of sale, assignment, contract, check, or any other instrument or document intended to bind the council of unit owners shall be valid or binding unless signed (a) by two officers of the association, one of whom shall be the President or Vice President, or (b) except with respect to deeds, mortgages, leases and promissory notes, by the manager of the condominium project.

## ARTICLE VII

### LIMITED LIABILITY AND INDEMNITY

Section 1. Officer and Director Liability. No officer or director of the council of unit owners shall be liable to any unit owner for any mistake in judgment, negligent or otherwise, unless attributable to willful misconduct or bad faith.

Section 2. Indemnification. The council of unit owners shall indemnify any individual who (a) is a present or former director or officer of the council of unit owners or (b) serves or has served another association, corporation, partnership, joint venture, trust, employee benefit plan or any other enterprise as a director or officer, or as a partner or trustee of such partnership or employee benefit plan, at the request of the council of unit owners, and who by reason of service in that capacity was, is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted under the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time. The council of unit owners may, with the approval of its Board of Directors, provide such indemnification for any employee or agent of the council of unit owners.

Section 3. Unit Owner Liability. The responsibility or liability of any unit owner to any third party for injuries arising in connection with the common elements or for liabilities incurred by the council of unit owners, or to any officer or director of the council of unit owners under any indemnity to the officers or directors, shall not exceed such proportion of the total liability as shall equal the percentage interest of such unit owner in the common elements (his percentage interest factor). Further, each agreement made by the officers of the council of unit owners or by the board of directors on behalf of the council of unit owners shall provide that such officers and the board are acting solely as agent for the council of unit owners and that the responsibility or liability of each unit owner upon said agreement shall not exceed such proportion of the total liability under the

contract as shall equal the percentage interest of such unit owner in the common elements (his percentage interest factor).

ARTICLE VIII

MANAGER

The council of unit owners or the board of directors, on behalf of the council of unit owners, may employ a manager to administer or supervise the condominium project, and may delegate to such manager all rights, duties, and powers conferred upon the board under these By-laws, so that the manager shall thereupon have all the rights, duties and powers of the board necessary to the administration of the affairs of the condominium project and to do and perform all matters, acts and things not expressly reserved to the council of unit owners, provided, however, that no assessment or levy of any common expense, and no adoption or amendment of any rule or regulation for the condominium project, shall take effect until approved by the board of directors, or if there be no board, by the council of unit owners, and, provided further, that any agreement for management of the condominium project shall be subject to the following: No management contract shall exceed a term of three (3) years; and each such contract shall provide that same may be terminated by the council of unit owners without cause and without penalty on not more than ninety (90) days' written notice, and that same may be terminated by the council of unit owners with cause on not more than thirty (30) days' written notice. Further, any and all duties of any officer of the council of unit owners, including the President, may be delegated to the manager. Upon the employment of a manager by the council of unit owners, or by the board of directors, as aforesaid, then the rights, duties and powers conferred upon the board and upon the executive officers of the council of unit owners under these By-laws shall be subject to the rights, duties and powers of the manager, to the extent set forth in its contract of employment. The fee or other compensation payable to the manager, including reimbursement of any cost or expenses advanced or incurred by the manager for or on account of the council of unit owners, or the condominium project, shall be deemed a common expense.

ARTICLE IX

COMMON EXPENSES

Section 1. ASSESSMENTS. The fiscal year of the council of unit owners shall consist of twelve (12) calendar months, commencing on January 1; except that the first fiscal year shall commence on the earlier of (a) a date to be determined by the board of directors, or (b) the sixtieth (60th) day following the first conveyance by the Developer of legal title to any unit in the condominium to any other person or entity, and shall end on December 31, 1989. The first fiscal year may be substantially shorter than twelve months. Not later than sixty (60) days prior to the commencement of each fiscal year, beginning with the 1990 fiscal year, the board of directors shall estimate the total common expenses required for the operation and maintenance of the condominium during the ensuing year, including particularly, but not by way of limitation, all sums required to provide labor, materials, services, utilities

and insurance for the operation, maintenance and care of the property and the conveniences deemed desirable to the use and enjoyment thereof, together with an adequate reserve for the painting, repair and replacement of the common elements, and reserves for such other purposes, if any, as the board of directors deems appropriate, and within ten (10) days thereafter, shall notify each unit owner, in writing, of the aggregate estimated common expenses for the coming fiscal year and such unit owner's proportionate share thereof, based on his percentage interest factor. On or about the fifteenth (15th) day prior to the commencement of the fiscal year, the board shall finally determine and assess the common expenses, and formally levy against each unit owner his share thereof, in accordance with his percentage interest factor, by noting the assessment and levy on the books of the council of unit owners and submitting a written billing to the unit owner for the sum due by him. The failure or delay of the board of directors to prepare an estimate or determine the common expenses for any year, or notify any unit owner of the total common expenses of the council of unit owners, or of such unit owner's proportionate share of the common expenses, shall not in any manner constitute a waiver or release of the unit owner's obligation to pay his share of the common expenses whenever the same may be determined or assessed. Each common expense budget adopted by the board of directors is subject to the applicable requirements, if any, of the Condominium Act. In the absence of an annual determination of the common expenses or a formal assessment against the unit owners, each unit owner shall continue to pay the monthly installments due by him during the last fiscal year in which an assessment or levy had been made, all subject to acceleration or modification by the board of directors.

Section 2. Working Capital and Reserve Funds.

(a) Upon the creation of the condominium, the board of directors shall establish and maintain a working capital fund. From and after the commencement of the first fiscal year, the board of directors shall establish and maintain a reasonable repair and replacement reserve fund, and reserve funds for such other purposes, if any, as it deems appropriate. Such working capital and reserves shall be deposited in a special account, but may be invested in (i) obligations fully guaranteed as to principal by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, or any successor thereof, and/or (ii) money market funds distributed by New York Stock Exchange member firms.

(b) The working capital fund shall be used to provide the cash needed to pay the start-up costs incurred by the council of unit owners. The working capital fund shall be used as a supplement to, rather than as a substitute for, the annual assessment reflected in the annual budget. The working capital fee for each one bedroom or two bedroom unit in each stage of the condominium shall equal two monthly installments of the first annual assessment of common expenses levied against each two bedroom unit in Stage 1, and the working capital fee for each three bedroom unit in each stage of the condominium shall equal two monthly installments of the first annual assessment of common expenses levied against each three bedroom unit in Stage 1. The working capital fee shall be charged only once with respect to each unit, and shall be in addition to, and not a prepayment of, the first two full monthly installments each unit owner is required to pay on account of the annual assessment. With respect to each unit incorporated into the

condominium more than ninety (90) days prior to the first annual meeting of the council of unit owners, the working capital fee shall become due on the earlier of (i) the date the developer transfers legal title to such unit to any other person or entity, or (ii) the date of the first annual meeting of the council of unit owners. With respect to each unit incorporated into the condominium on or after the date which is ninety (90) days prior to the first annual meeting of the council of unit owners, the working capital fee shall become due on the earlier of (i) the date the developer transfers legal title to such unit to any other person or entity, or (ii) ninety (90) days after the date such unit was incorporated into the condominium. The working capital fee for each unit shall be payable to the council of unit owners by the person or entity acquiring such unit from the developer, unless the Developer already shall have paid the fee for such unit to the council, in which event, the transferee shall reimburse the Developer for the fee. If any money remains in the working capital fund six (6) months after the first annual meeting of the council of unit owners, the board of directors shall, at an open meeting held in accordance with the applicable requirements, if any, of the Condominium Act, determine how to use (i) the unexpended balance of the working capital fund, and (ii) any sums paid into the working capital fund in the future with respect to units not theretofore sold by the Developer. At no time shall any portion of the working capital fund be used to pay the Developer's (i) expenses, (ii) reserve contributions, or (iii) construction costs, and prior to the first annual meeting of the council of unit owners, no portion of the working capital fund shall be used to make up any budget deficit of the council of unit owners.

(c) The repair and replacement reserve fund shall be used for the painting, repair and replacement of the common elements for which the council of unit owners is responsible, provided, however, that such reserve may be used for such other purposes as are approved (i) by unit owners having at least sixty-six and two-thirds percent (66 2/3%) of the votes appurtenant to all units, and (ii) by a majority vote of the eligible mortgagees (as such term is defined in Article I of the Declaration) provided that each such eligible mortgagee shall have the number of votes appurtenant to the unit or units upon which it holds a mortgage or mortgages.

(d) All funds assessed for payment into, or otherwise credited to, the working capital fund or any reserve fund shall be deemed contributions to the capital of the association made or to be made by the unit owners, and same shall be shown on the balance sheet and other financial records of the council of unit owners as "paid-in-surplus", or its equivalent, to the end and intent that none of the working capital or reserve funds received or retained by the association shall be considered as income for tax purposes.

Section 3. Additional Assessments. If the board of directors at any time determines that the common expenses assessed under the provisions of Section 1, or the working capital and reserve funds established and maintained under Section 2, of this Article IX, are inadequate, or that additional funds are otherwise required for the operation and maintenance of the condominium, it may, subject to the applicable requirements, if any, of the Condominium Act, assess such further sums, as common expenses, as it deems necessary, and levy the same against each unit owner in accordance with his percentage interest factor.

Section 4. Payment of Common Expenses. Each unit owner shall be obligated to pay to the board of directors, or its designee, the common expenses levied against him by the board of directors under the provisions of Section 1 or Section 3 of this Article IX, or otherwise, as follows:

(a) Each annual assessment levied under the provisions of Section 1 of this Article IX shall be paid in twelve (12) equal successive monthly installments, each installment to be equal to one-twelfth (1/12) of the annual assessment, commencing on the first day of the first month of the fiscal year for which levied, and continuing on the first day of each and every succeeding month thereafter until fully paid; provided, however, that (i) the first annual assessment shall be paid in such number of equal or unequal monthly installments as the board of directors shall determine, (ii) the first annual assessment shall not begin to accrue until the first day of the first fiscal year, and (iii) no annual assessment shall begin to accrue with respect to units in any subsequent stage until the date said subsequent stage is added to the condominium, and the first monthly installment payable with respect to each unit in said subsequent stage shall be prorated to said date; and further provided, however, that upon default in the payment of any installment of an annual assessment on its due date, the entire unpaid principal balance thereof may, at the option of the board of directors, be accelerated, subject to the procedural requirements, if any, imposed by law, so that said entire assessment shall forthwith be due and payable.

(b) Any additional assessment levied under the provisions of Section 3 of this Article IX, or otherwise, shall be due and payable fifteen (15) days after the date of levy of such assessment and notice thereof to the unit owners, or at such other time or times as may be provided by the board of directors in making the assessment, and further provided that if such assessment is payable in installments, then upon default in the payment of any such installment on its due date, the entire unpaid principal balance thereof may, at the option of the board of directors, be accelerated, subject to the procedural requirements, if any, imposed by law, so that said entire assessment shall forthwith be due and payable.

Section 5. Other Charges and Fines.

(a) Any charge or fine imposed by the board of directors under subparagraph (d) of Section 2 of Article IV of these By-laws shall be due and payable fifteen (15) days after the date of imposition and notice thereof to the unit owner or at such other time or times as may be provided by the board of directors in imposing the charge or fine, and such charge or fine shall be considered an assessment for the purposes of this Article IX and, to the extent permitted by law, shall be enforceable in accordance herewith.

(b) There shall be imposed on any delinquent assessment or installment, a late charge of Fifteen Dollars (\$15.00) or one-tenth (1/10th) of the total amount of the delinquent assessment or installment, whichever is greater, provided the late charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least fifteen (15) calendar days.

Section 6. Assessment Lien.

(a) Any unpaid assessment levied against any unit owner under any of the provisions of this Article IX, together with interest thereon at the lesser of (i) eighteen percent (18%) per annum or (ii) the highest rate allowed by law, late charges, actual costs of collection, and reasonable attorney's fees, shall constitute a lien against the condominium unit of such unit owner, if a statement of condominium lien is recorded within two years after the date the assessment becomes due. Such lien shall be effective against the unit from and after the time a statement of condominium lien (setting forth the description of the unit, the name of the unit owner, and the amount and period for which due) is signed and verified by the President or Vice President of the council of unit owners, or by the manager, as the agent of such association, and recorded among the Land Records of Baltimore County. Such statement of condominium lien shall be sufficient for the purposes hereof, if same is in substantially the following form:

STATEMENT OF CONDOMINIUM LIEN

THIS IS TO CERTIFY that (insert name of unit owner, as same appears from Land Records of Baltimore County), owner of the unit known as (insert letter or alphanumeric symbol and street address of the unit against which the lien is to be effected, as said letter or alphanumeric symbol and street address are designated on the condominium plat), in Silver Ridge Condominium At Silver Spring Station, is indebted to the council of unit owners in the amount of (insert amount of all unpaid assessments levied against owner of unit involved) as of (insert month, day and year as of which sum due) for his proportionate share of common expenses of the council of unit owners for the period beginning on (insert date), and ending on (insert date), plus interest thereon at the rate of (insert the applicable interest rate), a late charge of (insert amount of late charges), costs of collection, and reasonable attorney's fees.

COUNCIL OF UNIT OWNERS OF SILVER RIDGE  
CONDOMINIUM AT SILVER SPRING STATION

By: \_\_\_\_\_  
Officer's Title (or Agent)  
Address  
Telephone Number

I hereby affirm under penalties of perjury that the information contained in the foregoing Statement of Condominium Lien is true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Officer (or Agent)

(b) So long as the Maryland Contract Lien Act, as amended from time to time, or any successor statute providing a procedure for the creation of liens for condominium assessments, remains in effect, (i) the creation of such liens by the council of unit owners shall be governed by the Maryland Contract Lien Act or such successor statute, and (ii) the provisions of Paragraph (a) of this Section 6 shall have no effect:

Section 7. Collection of Common Expenses and Other Charges.

(a) If there be any default in payment of the common expenses, other charges or fines, in the manner and at the time or times provided therefor in Sections 4 and 5 of this Article IX, and same shall continue for a period of fifteen (15) days, the council of unit owners shall have the immediate right: (i) to institute suit for collection of the sum due, with interest thereon at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law, accounting from the date of default; and (ii) to record a statement of (condominium) lien against the unit of the defaulting unit owner, and proceed forthwith, or at any time after recordation of the statement, to enforce the same through sale, foreclosure, or any other means permitted under the Condominium Act and the Maryland Contract Lien Act (or any successor statute), as applicable. By the acceptance of any title to, or ownership of, his condominium unit, the unit owner shall be deemed to have expressly: (i) authorized enforcement and foreclosure of the lien of the statement of (condominium) lien by the council of unit owners, in the same manner, and subject to the same requirements, as the foreclosure of mortgages on real property in this State, containing a power of sale or an assent to a decree, or both; (ii) assented to the passage of a decree for the sale of his condominium unit after the continuance of his default, following recordation of the statement of (condominium) lien; and (iii) covenanted, agreed and declared that, after the continuance of his default following recordation of the statement of (condominium) lien, Robert N. Meyers, acting as agent of the council of unit owners, or any substituted person designated as the agent of the council of unit owners for such purpose by the recordation by the council of unit owners of a Deed of Appointment among the Land Records of Baltimore County, shall have the absolute power, right and privilege to sell his condominium unit in accordance with the Public General Laws of the State of Maryland and the Maryland Rules of Procedure relating to foreclosure of mortgages, as such Laws and Rules are from time to time amended and supplemented; provided, however, that no action may be brought to enforce the lien except after ten (10) days' written notice to the defaulting unit owner, given by certified or registered mail, return receipt requested, at the address of the unit owner shown on the roster or books of the council of unit owners.

(b) Upon any sale hereunder of a condominium unit of a defaulting unit owner, the proceeds shall be applied as follows: first, to the payment of expenses incident to such sale, including a commission to the party making the sale; second, to the payment of the cost of any painting, papering, redecorating, floor finishing, repair or replacement which the board of directors deemed necessary or advisable to render the unit marketable; third, to the payment of all claims of the board of directors or the council of unit

owners against the defaulting unit owner, whether the same shall have matured or not; and fourth, the surplus, if any, to said defaulting unit owner, or to whomever may be entitled to the same. It is expressly understood that, at any such sale, the council of unit owners may be a purchaser of the condominium unit, free and clear of any right or equity of redemption of the defaulting unit owner, such right and equity being deemed expressly waived and released.

(c) The council of unit owners shall have the right both to institute suit for collection of the unpaid assessment and to enforce the lien of such assessment against the condominium unit of the defaulting unit owner, provided there be but one satisfaction of the claim. Further, the board of directors shall have the absolute right to suspend the voting rights of any defaulting unit owner at any meeting of the council of unit owners, following recordation of any statement of (condominium) lien against his unit, which suspension shall remain in full force and effect until the amount necessary to satisfy and release the lien has been paid.

Section 8. No Limitation of Remedies. The foregoing enumeration of the rights of the council of unit owners and board of directors is made in furtherance, and not in limitation of the rights and remedies conferred by law upon the council of unit owners, or the board of directors, to collect the common expenses or enforce any lien against the unit of a defaulting unit owner, and is not intended, by mention of any particular right or remedy, to limit or restrict the council of unit owners or the board, which shall have all powers and rights necessary or convenient for collection of the common expenses.

## ARTICLE X

### BOOKS AND RECORDS

The board of directors shall keep the books of the council of unit owners, with detailed accounts in chronological order, noting all receipts and expenditures affecting the property and its administration, and specifying the maintenance and repair expenses of the common elements and any other expenses incurred. A separate account shall be maintained for each condominium unit, showing the amount of each assessment of common expenses against such unit, the date or dates same may be due, the amount paid thereon, and the unpaid balance thereof. Upon any sale or other transfer of a unit, the new unit owner or his agent shall provide to the council of unit owners, to the extent available, the name and forwarding address of the prior unit owner, the name and address of the new unit owner, the date of settlement, and the proportionate amounts of any outstanding condominium fees or assessments assumed by each of the parties to the transaction, and all such information shall be recorded in the assessment account which is maintained for such unit. The books, together with all bills, statements and vouchers accrediting the entries made thereupon, all other records kept by the board, and copies of the Declaration, condominium plat, By-Laws and rules and regulations, including all amendments thereto, shall be available for examination and copying by any unit owner and any holder, insurer or guarantor of a mortgage on any unit, and the duly authorized agents or attorneys of such unit owner, holder, insurer or guarantor, during normal business hours, and after



reasonable notice. All books and records of the council of unit owners shall be kept in accordance with good accounting practices, on a consistent basis, and an outside audit shall be made at least once a year. The cost of such audit shall be a common expense. A written report summarizing all receipts and expenditures of the council of unit owners shall be rendered semi-annually by the board of directors to the unit owners. Promptly after the close of each fiscal year, an annual report of the receipts and expenditures of the council of unit owners, certified by an independent accountant, shall be rendered by the board of directors free of charge to each unit owner, and to any holder, insurer or guarantor of a mortgage on any unit within a reasonable time after receipt of a written request therefor from such holder, insurer or guarantor. In addition to keeping the foregoing financial books and records, the board of directors (a) shall keep detailed records of its actions, minutes of its meetings and minutes of meetings of the council of unit owners, and (b) shall comply with the registration requirements imposed upon the council of unit owners by Subsection 11-119(d) (or any successor provision) of the Condominium Act.

## ARTICLE XI

### INSURANCE

Section 1. Protective Policies. Except to the extent that the Condominium Act requires otherwise, the board of directors shall procure and maintain, in the name of the council of unit owners, or the name of the manager or other designee, as agent or trustee for the benefit of the unit owners and the council of unit owners, who shall be deemed the parties insured, policies of insurance in insurance companies which are (i) licensed to do business in the State of Maryland and (ii) are customarily acceptable to mortgage lenders in the Baltimore metropolitan area, to the extent reasonably obtainable, as follows:

(a) A blanket property policy covering (i) all common elements, except land, foundations, excavations and other items normally excluded from coverage, (ii) all structural components (including, but not limited to, walls, floors and ceilings) of the units, (iii) all appliances installed by the Developer as standard equipment in or for each unit, such as the standard dishwasher, range, clothes washer, clothes dryer, and water heater, and replacements of like kind and quality, (iv) cabinets, carpets and other floor coverings installed by the Developer as standard cabinets and floor coverings in each unit, and replacements of like kind and quality, (v) interior paint and wallpaper applied by the Developer as standard wall finishing, and replacements of like kind and quality, and (vi) all building service equipment and supplies and other personal property belonging to the council of unit owners. Such policy shall not cover (i) any increase in the replacement cost of a unit or limited common element resulting from the installation by the Developer of an improvement or fixture not common to comparable units or limited common elements within the condominium, and (ii) any improvement, fixture or personal property made or attached to, or brought within, a unit or limited common element by a unit owner, the insurance for these items being the responsibility of the respective unit owners. The blanket policy shall insure against those risks of direct physical loss commonly insured against,

including, without limitation, fire, lightning, hail, explosion, riot, civil commotion, aircraft, vehicle, falling object, smoke, malicious mischief, vandalism, and collapse through weight of snow, ice, sleet or water and other perils normally covered by the standard extended coverage endorsement, and shall be in an amount equal to one hundred percent (100%) of the current replacement cost of the insured property. If any insurable improvements within the condominium are located within an area in which the purchase of flood insurance is required as a condition for federal or federally related financial assistance, the board of directors shall also obtain blanket insurance against flood loss in an amount not less than the lesser of the maximum coverage available for the property under the National Flood Insurance Program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable common elements located in the flood hazard area. So long as FannieMae or the Federal Home Loan Mortgage Corporation (FHLMC) holds a mortgage on any unit in the condominium, (i) each such blanket policy (A) shall include, to the extent required by such holder, an all-risk endorsement, an inflation guard endorsement, a demolition cost endorsement, a contingent liability from operation of building laws endorsement, an increased cost of construction endorsement, a steam boiler and machinery coverage endorsement, and such other endorsements as such holder customarily requires, and (B) shall comply with any other requirements (including, but not limited to, requirements as to deductible amounts) customarily imposed by such holder with respect to blanket property or flood insurance policies of condominium projects, and (ii) the insurance companies providing such blanket coverage and/or their reinsurers, as applicable, shall satisfy such rating criteria as such holder customarily imposes. In lieu of the foregoing insurance, the board of directors may procure and maintain such other insurance against loss, damage or destruction of the common elements and the condominium units as shall give substantially equal or greater protection to the unit owners and mortgagees, as their interests may appear.

(b) Such insurance as the board of directors may deem advisable with respect to the machinery, equipment and other fixtures and facilities forming part of any unit or common element, including boiler insurance, if required, on the heating and air-conditioning fixtures and facilities serving any unit or other improvement of the condominium.

(c) Such insurance as will protect the council of unit owners, and each unit owner, from claims under workmen's compensation acts and other employee benefit acts.

(d) Such insurance as will protect the council of unit owners, the board of directors, officers of the association, the manager, and each unit owner, from claims for damage because of bodily injury, including death, to all others, including employees of the insured, and from claims for damage to property, any or all of which may arise out of or result from ownership of any interest in the condominium or the management or operation of said condominium, or because of any injury or damage sustained on or attributable to the operation, maintenance or use of the common elements. Further, the insurance shall cover the liability of one or more unit owners as parties insured to one or more of the remaining unit owners, though also parties insured. Such public liability insurance shall be in the amount of at least One Million Dollars (\$1,000,000) for bodily injury, including deaths of

persons, and property damage arising out of a single occurrence. The public liability insurance policy shall be so endorsed as to protect the insured against liability imposed or assumed by any contract.

(e) In all events, each policy of insurance procured under this Section 1 of Article XI shall contain (i) all provisions required by law, (ii) a waiver of the insurer's subrogation rights against each unit owner, and (iii) a waiver of any defense maintainable by the insurer by reason of any coinsurance provision of any policy or by reason of any act or neglect of any unit owner, whether before or after the loss, damage or destruction may occur, and shall provide for the recognition of any insurance trust agreement to which the council of unit owners is a party. Certificates of insurance pertaining to each such policy shall be issued to the council of unit owners, and to each unit owner and mortgagee requesting the same. No such policy of insurance shall be cancelled or substantially modified until at least thirty (30) days after notice thereof has been mailed to the council of unit owners and each unit owner, and to each mortgagee to whom a certificate of insurance has been issued. Further, each policy of insurance shall provide that any unit owner in his own right may procure other insurance, fire, casualty, liability or otherwise, and that such other insurance shall in no wise serve to reduce, abate, diminish or cause any proration in payment of the total loss by the insurer.

(f) The exclusive authority to adjust losses under each policy of insurance procured under subparagraphs (a) and (b) of this Section 1 shall be vested in the council of unit owners (which may delegate such authority to the board of directors), and each such policy shall so provide. The insurance proceeds for each loss shall be payable to any insurance trustee designated for that purpose or otherwise to the council of unit owners, and not to any mortgagee. Each such policy shall contain a standard mortgagee clause, however, and the insurance trustee or the council of unit owners shall hold any insurance proceeds in trust for unit owners and lien holders as their interests may appear.

(g) Each unit owner shall furnish such information and execute such application forms as may be required of him in order to procure and maintain any policies of insurance provided for by this Section 1 of Article XI. Additionally, each unit owner shall notify the board of any addition, alteration or improvement made in or to his unit, so that the board may procure other or additional insurance on account of same, at the expense of said unit owner, if deemed necessary or advisable by the board, in its reasonable discretion.

(h) The council of unit owners shall maintain and make available for inspection and copying by each unit owner and mortgagee, and the agents of each, and by the contract purchaser of each unit and anyone to whom such contract purchaser has applied for a loan secured by a mortgage on such unit, and the agents of each, all insurance policies maintained by the council of unit owners.

(i) Nothing provided in this Article XI shall prejudice the right of any unit owner to insure his condominium unit on his account and for his own benefit; or to insure himself against liability to others. If the unit owner,

however, shall procure fire or other casualty insurance covering his condominium unit or his interest in the condominium, he shall file with the board of directors a duplicate of the insurance policy.

Section 2. Disbursement of Insurance Proceeds. The proceeds of any fire or casualty insurance policy procured under subparagraphs (a) or (b) of Section 1 of this Article XI shall be applied or disbursed in the following manner, except to the extent that the Condominium Act requires otherwise:

(a) Any portion of the condominium damaged or destroyed shall, to the extent covered by said blanket policy, be repaired or replaced promptly by the council of unit owners substantially in accordance with the architectural, mechanical and other drawings described in Paragraph (c) of Article I of the Declaration, unless:

(i) The condominium regime is terminated;

(ii) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

(iii) Unit owners having at least eighty percent (80%) of the total number of votes appurtenant to all units, including the owner of each unit which will not be rebuilt and each unit owner having the right to use any limited common element which will not be rebuilt, vote not to rebuild.

(b) The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense.

(c) Unless the condominium regime is terminated, if any portion of the condominium which is damaged or destroyed is not repaired or replaced, the insurance proceeds attributable to the portion which is not rebuilt shall be disbursed as follows:

(i) The insurance proceeds attributable to the damaged or destroyed general common elements which are not rebuilt shall be used to restore the damaged or destroyed portion of the condominium which is not rebuilt to a condition compatible with the remainder of the condominium;

(ii) The insurance proceeds attributable to the damaged or destroyed units and limited common elements which are not rebuilt shall be distributed to the owners of those units and to the unit owners having the right to use those limited common elements; and

(iii) The remainder of the proceeds shall be distributed to all the unit owners in proportion to their respective percentage interests in the common elements.

Each unit owner's share of the insurance proceeds shall thereafter be distributed in accordance with the priority of interests in such unit, to the end and intent that all mortgages and other liens on such unit shall first be paid out of the proceeds payable to such unit owner, all in the order in which same appear.

(d) If the condominium regime is terminated following a fire or other casualty, the property shall be sold and the net proceeds of sale and the net proceeds of insurance shall be combined into one fund, which shall be divided among the unit owners in the manner provided in Article X of the Declaration.

## ARTICLE XII

### MAINTENANCE OF THE PROPERTY

Section 1. Common Elements. Except to the extent otherwise provided in this Section 1 and in Sections 2 and 3 of this Article XII, or in any amendment to the Declaration providing for the cleaning, maintenance, repair and/or replacement of the common elements added to the condominium as part of a subsequent stage, the council of unit owners shall be responsible for the cleaning, maintenance, repair and replacement of the common elements, and the cost thereof shall be assessed against the owners of all units as a common expense. The cleaning of a common element includes, among other things, keeping the same free and clear of litter, debris, sand, snow, ice and any accumulation of water. The board of directors may make any addition, alteration or improvement in or to the common elements, provided that fifteen (15) days notice of intent to make the same is furnished to each unit owner, and provided further that no such addition, alteration or improvement costing more than Fifteen Thousand Dollars (\$15,000.00) shall be made until such action has been approved by a majority vote of the unit owners. The cost of any such addition, alteration or improvement shall constitute a common expense.

Section 2. Limited Common Elements. Except as provided in Section 4 of this Article XII, the owner of each unit shall be responsible, at his own expense, for the cleaning, maintenance, repair and replacement of (a) except as hereinafter provided, the windows, doors and doorways furnishing access between his unit and the common elements, including the casings, seals, glass and screens of such windows and doors, (b) the exterior wall lamp and electrical outlet designed to serve the patio or balcony adjacent to his unit, and (c) the pipes, lines, ducts, wires, cables and conduits which run between his unit and the outside air conditioning condenser which serves his unit; and he shall also be responsible, at his own expense, for the cleaning of (y) the patio or balcony adjacent to his unit, and (z) the interior of the storage bin appurtenant to his unit. The council of unit owners shall be responsible for (a) the maintenance, repair and replacement of said patios, balconies and storage bins, and (b) the painting of the exterior side of the door furnishing access between each unit and the common hallway of the building in which such unit is located. If any unit owner defaults in the performance of any of his obligations under this Section 2, then the board of directors may, but is in no manner required to, remedy such default, in which event the unit owner responsible therefor shall pay the cost thereof to the board promptly upon demand.

Section 3. Units. Except as provided in Section 4 of this Article XII, each unit owner shall be responsible, at his own expense, for the cleaning, maintenance, repair and replacement of his unit. Additionally, to prevent freezing of any water in any pipe, plumbing fixture or other facility

in the condominium, each unit owner, at his own expense, shall maintain the temperature inside his unit at not less than 40° dry bulb throughout each calendar year. Further, each unit owner shall be responsible for all damage caused to the common elements or to any other unit by reason of (a) his failure to properly perform any of his obligations under Sections 2 and 3 of this Article XII, or (b) any negligence on the part of, or willful act by, such unit owner or his tenants or the family, guests, agents or employees of either.

Section 4. Restoration Covered by Insurance. In the event that any damage to, or destruction of, a unit or common element is covered by the blanket property insurance policy held by the council of unit owners, the council of unit owners shall be responsible for the repair and replacement of the damaged or destroyed property pursuant to Section 2 of Article XI hereof.

Section 5. Additions, Alterations, Improvements and Decorations.

(a) Except as otherwise provided in Article IX of the Declaration, or in subsection (b) of this Section 5, no unit owner, except the Developer, shall make (i) any structural addition, alteration or improvement to his unit or to any limited common element which he has the right to use, or (ii) any non-structural addition, alteration, improvement or decoration to or of any limited common element which he has the right to use, including, without limitation, the addition of any awning or screen to any window, patio or balcony, unless and until plans and specifications, in duplicate, showing the nature, kind, shape, height, color, materials, location and approximate cost of such addition, alteration, improvement or decoration shall have been submitted to and approved in writing by the board of directors, which shall have the right to refuse for good cause to approve any such plans or specifications which it deems unsuitable or undesirable, whether based on aesthetic or other reasons, provided, however, that if the board of directors fails to deny said request within sixty (60) days after receipt of two complete sets of plans and specifications, such request shall be deemed approved. The board of directors may delegate its authority under this subsection (a) to an architectural committee appointed by the board of directors. Furthermore, no such structural addition, alteration or improvement shall be made unless effected pursuant to (i) a revised or supplemental drawing which shall be described in an amendment to Paragraph (c) of Article I of the Declaration, and (ii) if appropriate, an amendment to the condominium plat, all in the same manner and to the same extent as required for the making of any other structural addition, alteration or improvement in or to a building.

(b) The board of directors may adopt reasonable rules and regulations pursuant to Article XV hereof establishing general standards for the making of one or more types of non-structural additions, alterations, improvements or decorations to or of the limited common elements and such rules and regulations may provide that to the extent any particular addition, alteration, improvement or decoration is made in compliance with such general standards, such addition, alteration, improvement or decoration may be made without the submission of plans and specifications therefor to the board of directors and without written approval by the board of directors of said plans and specifications.

Section 6. Water and Electricity. Water is furnished to all condominium units and the common elements through one or more meters held by the unit owners in common, and the board of directors shall promptly pay, as a common expense, all charges for such water. Electricity is furnished to the general common elements through a separate meter or meters designed for the property held in common, and the board of directors shall pay, as a common expense, the cost of all electricity furnished through said meter or meters. However, electricity is furnished to the condominium units (and to certain limited common elements appurtenant to each unit) through separate meters, and each unit owner shall promptly pay for all electricity furnished through a separate meter to his unit and to the limited common elements appurtenant thereto.

### ARTICLE XIII

#### PARKING

All parking spaces located within the condominium shall be for the use of all unit owners, in common. The use of all parking spaces shall be subject to reasonable rules and regulations adopted by the board for maintenance and operation of the parking spaces. All provisions of this Article XIII shall be subject to the rights of the Developer set forth in Articles I, VIII and IX of the Declaration.

### ARTICLE XIV

#### RULES AND REGULATIONS

For the purpose of creating and maintaining a uniform scheme of development and operation of the condominium project for the benefit of each unit owner, his respective personal representatives, heirs, successors and assigns, the common elements and each condominium unit shall be held subject to the following rules and regulations:

#### Section 1. Land Use.

(a) The common elements and each condominium unit located on the property shall be used, occupied and maintained for residential purposes only, except as provided in Article IX of the Declaration.

(b) Notwithstanding any provision of federal, state or local law which characterizes the operation of a family day care home as a residential activity, no unit, or any part thereof, shall be operated as a family day care home or for the provision of any other day care service(s) in return for compensation of any kind.

(c) Subsection 1(b) of this Article XIV may be modified or entirely eliminated from these By-laws, and the operation of family day care homes may be approved, conditionally or unconditionally, by unit owners having a simple majority of the votes appurtenant to all units. Any such action shall be taken at an annual meeting of the council of unit owners, the notice

of which meeting need not mention the proposed amendment, or at any special meeting thereof, the notice of which shall set forth the terms of the proposed amendment. Such action shall not take effect unless evidenced by a By-laws amendment, which shall be (i) signed by the President or Vice President of the council of unit owners, (ii) accompanied by a certificate of the Secretary of said council of unit owners, stating that such By-laws amendment was approved by unit owners having a majority of the votes appurtenant to all units, and (iii) recorded among the Land Records of Baltimore County. The certificate of the Secretary as to the approval of said amendment by the unit owners shall be conclusive evidence of such approval.

Section 2. Signs. No advertisement, poster, sign or other informational material may be displayed upon any general or limited common element, except as authorized by the council of unit owners or as permitted by Article IX of the Declaration.

Section 3. Parking. No car, motorcycle, motor scooter, motorbike, moped or other motor vehicle or bicycle shall be parked or stored on or in any general or limited common element, except for the parking spaces and/or storage areas provided for such purpose. Except as otherwise provided in Article IX of the Declaration, no camper, boat, trailer, commercial vehicle or inoperative vehicle of any kind shall be parked or stored on any parking area or other general or limited common element. For the purposes hereof, an automobile shall be deemed inoperable unless it contains all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to drive the same on a public highway. No motor vehicle shall be washed, rinsed, waxed or repaired on the property.

Section 4. Nuisance. All unit owners, tenants and other occupants of the units shall comply with all terms, conditions, restrictions and provisions of the condominium documents. Furthermore, no noxious trade or activity shall be carried on upon the property, nor shall anything be done upon the property which may be or become (a) a violation of any health, fire, police, or other governmental law, rule or regulation, including, without limitation, the National Flood Insurance Act of 1968 and any regulations adopted thereunder, or (b) a nuisance or annoyance to the unit owners or neighborhood. Any violation of any law, order, rule, regulation or requirement of any governmental authority or agency, or of any term, condition, restriction or provision of the condominium documents, shall be remedied by and at the sole cost and expense of the unit owner or unit owners whose unit or units are the subject of such violation.

Section 5. Noise. No noise, disturbing to the unit owners, shall at any time be made upon the property, and nothing shall be done or permitted to be done in or about the common elements, or any unit, that interferes with, obstructs or violates the rights, reasonable comforts or convenience of the unit owners.

Section 6. Fire. Nothing shall be kept in any condominium unit or limited common element which may in any way increase the rate of fire insurance on the property beyond the rate established therefor when and as used for the purposes permitted under the Declaration and By-laws; and



further, nothing shall be done or permitted to be done that will conflict with any fire law, rule or regulation; specifically, but not by way of limitation, no gasoline or other highly inflammable material or substance shall be kept in any condominium unit or limited common element.

Section 7. Animals. No animals of any kind shall be raised, bred or kept upon the property, except that each unit owner may raise, breed or keep not more than two (2) household pets, including dogs, cats and birds, and an unlimited number of fish, provided that no such household pet or fish shall weigh more than twenty (20) pounds, no such household pet or fish shall be raised, bred or kept for commercial purposes, and no such household pet or fish shall be retained after notice from the board of directors to remove it from the property for a reasonable cause, stated in the notice. All unit owners raising, breeding or keeping household pets and/or fish shall comply with all applicable laws pertaining to the raising, breeding and keeping of such household pets and fish.

Section 8. Halls, Stairways, Walkways and Parking Areas. The common halls, stairways, walkways and parking areas shall be used for ingress and egress only, and children shall not be permitted to play therein or thereon, nor shall same be used in any manner for picnicking or cooking, or for permanent or temporary storage of any article of personal property, or of any bottles, trash or garbage, nor shall any of the foregoing ever be permitted to remain or stand in the common halls, or on the stairways, walkways or parking areas. Lawns and landscaped areas (except those located within Parcel 5, if Parcel 5 is added to the condominium) shall not be used for sunbathing, picnicking, play, or similar purposes. No grill or other cooking apparatus shall be operated on any patio or balcony.

Section 9. Electricity. No portion of the common elements shall be in any manner defaced, nor shall same be utilized for the making of connections of any sort for radio, television, or other devices or equipment of any kind, all of which connections are specifically prohibited, except to the ordinary electric outlets furnished within condominium units and limited common elements, and except additional electric outlets which may be installed with the consent of the board of directors. Further, the common elements shall be used only for the purposes for which same were installed and none of said common elements shall be loaded or taxed beyond the capacity for which designed.

Section 10. Vermin, Insects or Other Pests. No vermin, insects, or other pests shall be allowed to remain in any condominium unit or limited common element, nor shall any such unit or limited common element be permitted to remain in an unclean or unsanitary condition. In order to assure compliance with this subparagraph, the board of directors, its agents, servants, employees and contractors may enter any unit or limited common element at any reasonable hour of the day, after reasonable notice, for the purpose of inspecting such unit or limited common element (and any general common element accessible from said unit or limited common element) for the presence of any vermin, insects or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

Section 11. Bottles, Trash or Garbage. No bottles, trash or garbage shall be discarded or temporarily or permanently stored upon any common element, except in the disposal facilities provided for such purpose.

Section 12. Articles Hung from Property. Neither clothing, curtains, rugs, towels, or other articles shall be shaken from or on the windows, doors, patios, balconies, or general common elements, nor shall anything be placed on or hung from outside window, door, patio or balcony sills, ledges, or railings, or thrown from windows, doors, patios, balconies or the general common elements.

#### ARTICLE XV

##### ADOPTION OF RULES AND REGULATIONS BY THE BOARD OF DIRECTORS

Section 1. Authorization. Subject to the provisions of this Article XV and to the applicable requirements, if any, of the Condominium Act, the council of unit owners, acting through the board of directors to the extent permitted by the Condominium Act, may adopt reasonable rules and regulations for the care and preservation of the common elements, the comfort, health, safety and general welfare of the unit owners, and the efficient operation of the condominium project, including, without limitation, rules and regulations applicable to deliveries by or to the unit owners, the moving of furniture or furnishings into or out of condominium units, and the maintenance and operation of the parking spaces. All rules and regulations adopted pursuant hereto shall supplement the rules and regulations set forth in the By-laws, but in the event of any conflict between the two, the rules and regulations set forth in the By-laws shall take precedence over the rules and regulations adopted pursuant hereto.

Section 2. Notice of Meeting. At least fifteen (15) days prior to any regular or special meeting of the board of directors at which it is contemplated that a proposed rule or regulation will be voted upon, written notice of such meeting shall be given to each unit owner. Such notice shall include (a) the date, time, location and subject of the meeting, (b) a copy of the proposed rule or regulation, (c) notice that unit owners are permitted to submit written comments on the proposed rule or regulation to the Secretary of the council of unit owners (who shall deliver all such written comments to the board of directors at or prior to the meeting of the board of directors at which the proposed rule or regulation is to be voted upon), and (d) notice of the proposed effective date of the proposed rule or regulation.

Section 3. Voting. A quorum of directors shall be present at such meeting, which shall be open to all unit owners and tenants. After all unit owners and tenants attending such meeting have had the opportunity to comment on the proposed rule or regulation and any modification thereof which is proposed at such meeting, the board of directors may, by the vote of majority of the directors present and voting, adopt the proposed rule or regulation or any such proposed modification thereof. On the request of any director, the yeas and nays shall be taken and entered on the minutes.

Section 4. Modification or Repeal. Any rule or regulation adopted by the board of directors pursuant to the procedure set forth in this Article XV may be modified or repealed by the board of directors pursuant to the same procedure.

Section 5. Compliance with Condominium Act. Any rule or regulation adopted, modified or repealed by the board of directors pursuant to this Article XV shall state that said rule or regulation was adopted, modified or repealed, as applicable, under the provisions of Section 11-111 (or any successor section) of the Condominium Act.

Section 6. Effective Date. The board of directors shall determine the effective date of the adoption, modification or repeal of any such rule or regulation (which effective date may differ from the proposed effective date set forth in the notice given to the unit owners pursuant to Section 2 above), provided that no such adoption, modification or repeal shall become effective until at least five (5) days after written notice of such adoption, modification or repeal, including a copy of such rule or regulation and disclosure of such effective date, has been mailed or personally delivered to each unit owner or placed at a location (on the general common elements) previously designated by the board of directors (by written notice to the unit owners) for the communication of such rules and regulations.

Section 7. Right of Disapproval. Any rule or regulation adopted, modified or repealed by the board of directors pursuant to this Article XV shall be subject to any right of disapproval specifically provided to the council of unit owners by the Condominium Act with respect to rules or regulations adopted, modified or repealed by a board of directors.

## ARTICLE XVI

### DISPUTE RESOLUTION

Section 1. Arbitration. If there be any dispute concerning rules and regulations or any other matter related to the condominium, between the council of unit owners, the board of directors or manager of the condominium, on the one part, and any unit owner, tenant or other occupant of a unit, on the other part, same shall be submitted to arbitration. Either party shall have the right to notify the other party that it is invoking the arbitration provisions of these By-laws, as herein provided. The party initiating the arbitration shall set forth in its written notice the desire to invoke the arbitration provisions of this Article, and shall specify the name and address of the arbitrator selected to represent the party initiating the arbitration and the matter to be arbitrated. Within seven (7) days after receipt of such notice, the other party to the dispute shall specify by written notice to the party invoking arbitration, the name and address of the arbitrator to represent it. Within five (5) days after the designation of the second arbitrator, the two so designated shall name the third arbitrator by their joint agreement. If the party requested to name its arbitrator fails to do so within the time limited, or if the two arbitrators fail to agree within five (5) days after appointment of a second arbitrator, as to a third arbitrator, then the one or two designated arbitrators, as the case may be, shall then

request the then Chief Judge of the Circuit Court for Baltimore County to designate an arbitrator or arbitrators so that there will be three (3) arbitrators. Such arbitration shall be conducted in accordance with all applicable arbitration laws of the State of Maryland, except that in the event of any conflict between said laws and the provisions of this Article XVI, the provisions of this Article XVI shall be controlling, unless otherwise required by law. A decision of the majority of the arbitrators shall be final, conclusive and binding upon both parties. The controlling decision shall be in writing, signed by the arbitrators making same, shall briefly state the grounds therefor, and shall fix and allocate the cost of the proceedings between the parties.

Section 2. Failure to Comply. If either party shall fail to comply with the decision of the arbitrators, the other party may seek enforcement by appropriate judicial proceedings, either an action at law for damages, or a suit in equity to enjoin a breach or violation, or enforce performance, of any rule, regulation or other obligation. The prevailing party in any such proceeding shall be entitled to an award for counsel fees and other litigation expenses at the discretion of, and to the extent determined by, the court.

Section 3. Enforcement. All of the rules and regulations set forth in Article XIV of these By-laws or adopted by the board of directors pursuant to Article XV of these By-laws shall be held and construed to run with and bind the common elements and all condominium units located on the property and all unit owners, tenants and other occupants of such units, their respective heirs, personal representatives, successors and assigns, forever, all except as otherwise expressly set forth in said rules and regulations. Said rules and regulations shall inure to the benefit of and be enforceable by the Developer, council of unit owners, board of directors or manager in accordance with the procedure set forth in Sections 1 and 2 of this Article XVI against anyone violating or attempting to violate any of said rules and regulations, provided, however, that if the person who commits or attempts such a violation is not a unit owner, tenant or other occupant of a unit, the Developer, council of unit owners, board of directors or manager may enforce such rule or regulation in accordance with the procedure set forth in Section 2 of this Article XVI without resort to the procedure set forth in Section 1 of this Article XVI. Furthermore, and in any event, the board of directors, for itself, its agents, servants, employees and contractors, after notice to a unit owner of any breach or violation of any rule or regulation within his unit or within or upon any limited common element which he has the right to use, and the failure of said unit owner to correct the same within a reasonable time thereafter, shall have the right to enter said condominium unit or limited common element and, at the expense of said unit owner, summarily abate or remove the breach or violation occurring in said unit or limited common element, provided, however, that appropriate judicial proceedings shall be instituted before any item of construction can be altered or demolished.

Section 4. Sole Procedure. The procedure set forth in this Article XVI shall be used in lieu of any dispute settlement mechanism now or hereafter set forth in the Condominium Act.

ARTICLE XVII

RESIDENT AGENT

Section 1. Name and Address. The name and post office address of the Resident Agent in this State for the condominium is Robert N. Meyers, TriStar Management, Inc., 40 York Road-2nd Floor, Towson, Maryland 21204. Said resident agent is a citizen of the State of Maryland and actually resides therein.

Section 2. Filing of Notice. The name and address of the Resident Agent of the condominium shall be filed with the Department of Assessments and Taxation of the State of Maryland. Said agent or address may be changed from time to time by the council of unit owners, or the board of directors, in the same manner and to the same extent as names and addresses of resident agents may be changed by Corporations of this State.

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. Notice. All notices required or permitted to be given under the Declaration or these By-laws shall be deemed to be properly served if sent by registered or certified mail: to the Board of Directors, at the mailing address of the council of unit owners as provided in Section 3 of Article I hereof; to each unit owner, at his unit or at such other address as may be specified therefor on the roster or books of the condominium; and to the mortgagee of any unit owner at the address thereof furnished to the board of directors and recorded in its "Mortgage Book", but any unit owner or mortgagee may, at any time, by written notice to the board of directors, stipulate a different address.

Section 2. Waiver. The failure of the council of unit owners, or any unit owner, or the board of directors, or the manager, in any one or more instances, to enforce or otherwise insist upon the strict performance of any restriction, condition, obligation or provision of these By-laws, or the failure of any such party to exercise any right, shall not be construed as a waiver or relinquishment for the future, whether in the same or in any other instance, of the benefit of such restriction, condition, obligation, provision or right, but the same shall remain in full force and effect, unless expressly waived in writing.

Section 3. Captions. Captions are inserted in these By-laws as a matter of convenience and to facilitate reference to the provisions hereof. Said captions are not intended to define, describe or limit the scope of these By-laws, or any term, condition, or provision hereof, and shall have no effect whatsoever in resolving any construction or interpretation of the By-laws.

Section 4. Amendment of By-laws. Except for amendments to Subsection 1(b) of Article XIV hereof, which shall be governed by Subsection 1(c) of Article XIV hereof, amendments to these By-laws shall be governed as follows: These By-laws may be amended at any annual meeting of

the council of unit owners, the notice of which meeting need not mention the proposed amendment, or at any special meeting thereof, the notice of which shall set forth the terms of the proposed amendment, by the affirmative vote of the unit owners having sixty-six and two-thirds percent (66-2/3%) or more of the votes appurtenant to all units, provided that all "eligible mortgagees" (as such term is defined in Article I of the Declaration) shall be given written notice of such amendment prior to the recordation thereof, and further provided that any amendment to these By-laws involving a "material change" (as such term is defined in Paragraph (a) of Article X of the Declaration) shall also require the affirmative vote of a majority of the eligible mortgagees, each such eligible mortgagee to have the number of votes appurtenant to the unit or units upon which it holds a mortgage or mortgages. No amendment to these By-laws (except an amendment adopted pursuant to Subsection 1(c) of Article XIV hereof) shall take effect unless evidenced by an appropriate written instrument or instruments, which shall be (a) signed by the President or Vice President of the council of unit owners, (b) accompanied by a certificate of the Secretary of said council of unit owners, stating (i) that such amendment to the By-laws was approved by unit owners having at least sixty-six and two-thirds percent (66-2/3%) of the votes appurtenant to all units, (ii) that all eligible mortgagees were properly notified of such amendment, and (iii) that, if required pursuant to Paragraph (a) of Article X of the Declaration, such amendment was approved by a majority of the eligible mortgagees, each such eligible mortgagee having the number of votes appurtenant to the unit or units upon which it holds a mortgage or mortgages, and (c) recorded among the Land Records of Baltimore County. The certificate of the Secretary as to the approval of said amendment by the unit owners, as to the giving of notice of said amendment to the eligible mortgagees, and as to the approval, if any, of said amendment by the eligible mortgagees, shall be conclusive evidence of all such approvals and notifications.

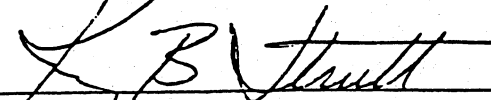
Section 5. Severability. If any term, condition, restriction or provision of these By-laws or the application thereof to any person or circumstance shall, at any time or to any extent, be held to be invalid or unenforceable, the validity and enforceability of the remainder of these By-laws, or the application of such term, condition, restriction or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, restriction and provision of these By-laws shall be valid and be enforced to the fullest extent permitted by law.

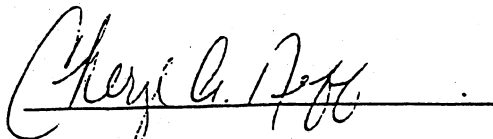
WITNESS the hand of the Developer as of the day and year first above written.

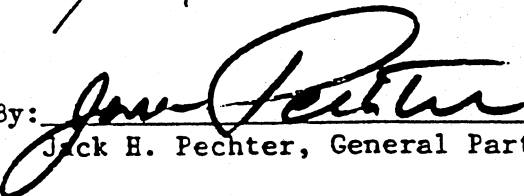
WITNESS:

DURBAN ROAD LIMYTED PARTNERSHIP



By:   
Kimberly B. Strutt, General Partner



By:   
Jack H. Pechter, General Partner

STATE OF MARYLAND )  
 )  
OF ) , to wit:

I HEREBY CERTIFY, that on this 19<sup>th</sup> day of MARCH, 1990, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Kimberly B. Strutt, General Partner of Durban Road Limited Partnership, a Maryland limited partnership, and that he, as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as General Partner.

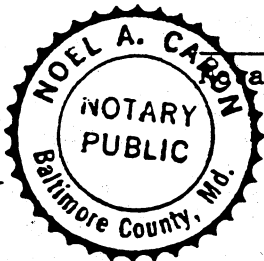
AS WITNESS my hand and Notarial Seal.

Noel A. Caron

Notary Public

My Commission expires:

JULY 1, 1990



STATE OF MARYLAND )  
 )  
OF ) , to wit:

I HEREBY CERTIFY, that on this 22<sup>nd</sup> day of MARCH, 1990, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Jack H. Pechter, General Partner of Durban Road Limited Partnership, a Maryland limited partnership, and that he, as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as General Partner.

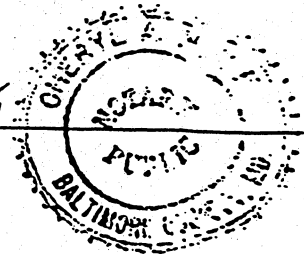
AS WITNESS my hand and Notarial Seal.

Cheryl A. Ayers

Notary Public

My Commission expires:

7/1/90



FIRST AMENDMENT TO BYLAWS  
SILVER RIDGE CONDOMINIUM AT SILVER SPRING STATION

THIS FIRST AMENDMENT to the Bylaws of the Silver Ridge Condominium at Silver Spring Station is made this 1 day of June, 1992, by the Council of Unit Owners, Silver Ridge Condominium at Silver Spring Station.

INTRODUCTORY STATEMENT

Pursuant to the Bylaws of the Silver Ridge Condominium at Silver Spring Station, as recorded in the Land Records of Baltimore County at Liber 8433, folio 848, a special meeting of the Council of Unit Owners was held on May 13, 1992 in accordance with the requirements of Article III, Section 2 and the Notice Provisions of Section 3 of the Bylaws, for the purposes of amending certain sections therein.

A quorum having been present at said meeting, and after the affirmative vote of greater than 66-2/3 % of all those votes appurtenant to all units of the association, pursuant to Article XVIII, Section 4 of the Bylaws of the association, the following amendment was enacted:

Article XIV, Section 8 of the Bylaws of the Silver Ridge Condominium at Silver Spring Station dated March 22, 1990 and recorded in the Land Records of Baltimore County at Liber 8433, folio 848, is amended to read as follows:

Section 8. Hallways, stairways, walkways, and parking areas. The common halls, stairways, walkways and parking areas shall be used for ingress and egress only, and children shall not be permitted to play therein or thereon, nor shall same be used in any manner for picnicking or cooking, or for permanent or temporary storage of any article of personal property, or of any bottles, trash or garbage, nor shall any of the foregoing ever be permitted to remain or stand in the common halls, or on the stairways, walkways or parking areas. (except for decorative furniture having received the prior written approval of the Board of Directors, or any sub-committee appointed by the Board of Directors) Lawns and landscaped areas (except those located in Parcel 5, if Parcel 5 is added to the condominium) shall not be used for sunbathing, picnicking, play or similar purposes. No grill or other cooking apparatus shall be operated on any patio or balcony.

IN WITNESS WHEREOF, this Amendment to the Bylaws of the Silver Ridge Condominium at Silver Spring Station is declared to be the act of the Council of Unit Owners in accordance with the Bylaws. In accordance with Section 11-104 of the Real Property Article of the Annotated Code of Maryland, the duly elected Secretary of the Council of Unit Owners, hereby certifies and affixes her signature as the person specified in the Bylaws to count votes at meetings of Council Unit Owners that the Amendment



contained herein was approved by the Unit Owners having the required percentage of votes needed for Amendment of the Bylaws and that this Amendment shall be effective as of the date of the recording of this document in the Land Records of Baltimore County.

WITNESS:

COUNCIL OF UNIT OWNERS  
SILVER RIDGE CONDOMINIUM  
ASSOCIATION

Jay E. John

By: Raymond F. Albert (SEAL)  
Raymond F. Albert, President

Carol M. Lynch

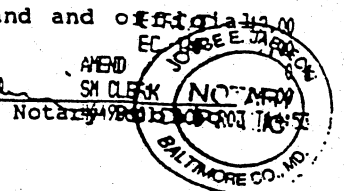
By: Carol M. Lynch (SEAL)  
Secretary

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 1st day of June, 1992, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared RAYMOND F. ALBERT, who acknowledged himself to the the President of the Silver Ridge Condominium Association, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the association by himself as such President.

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

Jay E. John



My Commission Expires:

6/18/95

06/29/92

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 1st day of June, 1992, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Carol M. Lynch who acknowledged herself to the the Secretary of the Silver Ridge Condominium Association, and that she as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the association by herself as such Secretary.

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

Carol M. Lynch

Notary Public

My Commission Expires:

1/1/93



This is to certify that the within instrument has been prepared by or under the supervision of the undersigned Maryland attorney.

2 David M. Meadows  
David M. Meadows

**SECOND AMENDMENT OF THE BY-LAWS  
OF SILVER RIDGE CONDOMINIUM AT SILVER SPRING STATION**

EXPLANATORY STATEMENT: On or about March 22, 1990, the original Bylaws of Silver Ridge Condominium at Silver Spring Station were recorded among the Land Records of Baltimore County, Maryland in Liber 8433, folios 848 *et seq.* Said Bylaws were amended by the First Amendment To [The] Bylaws [Of] Silver Ridge Condominium At Silver Spring Station, dated June 1, 1992 and recorded among the Land Records of Baltimore County in Liber 9254, folios 514 *et seq.*, said Bylaws were amended. The Council of Unit Owners of Silver Ridge Condominium at Silver Spring Station, by the affirmative vote of unit owners having sixty-six and two-thirds percent (66 2/3 %) or more of the votes appurtenant to all units of said Council of Unit Owners and by the affirmative vote of unit owners owning sixty-six and two-thirds percent (66 2/3 %) or more of the percentage interests of the common element ownership of said Condominium, and pursuant to Article XVIII, Section 4 of the said Bylaws, now hereby further amends its said Bylaws as hereinafter provided.

NOW THEREFORE as of the Twentieth day of September, 1994, the said Bylaws of Silver Ridge Condominium at Silver Spring Station are amended as follows: H RC/F 25.00  
SK CLERK 25.00  
#553270 0009 R01 713:41

*Article XI (Insurance), Section 1. (Protective Policies), and subsection (a) thereof of the above described By-laws is hereby amended to read as follows:*

Section 1. Protective Policies. The board of directors shall procure and maintain, in the name of the council of unit owners, or the name of the manager or other designee, as agent or trustee for the benefit of the unit owners and the council of unit owners, who shall be deemed the parties insured, policies of insurance in insurance companies which are (i) licensed to do business in the State of Maryland and (ii) are customarily acceptable to mortgage lenders in the Baltimore metropolitan area, to the extent reasonably obtainable, as follows:

(a) A blanket property policy covering the common elements and units, exclusive of improvements and betterments installed in units by unit owners, their tenants or occupants.

(1) The blanket policy shall insure against those risks of direct physical loss commonly insured against, including, without limitation, fire, lightning, hail, explosion, riot, civil commotion, aircraft, vehicle, falling object, smoke, malicious mischief, vandalism, and collapse through weight of snow, ice, sleet or water and other perils normally covered by the standard extended coverage endorsement, and shall be in an amount equal to one hundred percent (100%) of the current replacement cost of the insured property.

(2) If any insurable improvements within the condominium are located within an area in which the purchase of flood insurance is required as a condition for federal or federally related financial assistance, the board of directors shall also obtain blanket insurance against flood loss in an amount not less than the lesser of the maximum coverage available for the property under the National Flood Insurance Program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable common elements located in the flood hazard area.

(3) So long as FannieMae or the Federal Home Loan Mortgage Corporation (FHLMC) holds a mortgage on any unit in the condominium, each such blanket policy shall include, to the extent required by such holder, an all-risk endorsement, an inflation guard endorsement, a demolition cost endorsement, a contingent liability from operation of building laws endorsement, an increased cost of construction endorsement, a steam boiler and machinery coverage endorsement, and such other endorsements as such holder customarily requires, and shall comply with any other requirements (including, but not limited to, requirements as to deductible amounts) customarily imposed by such holder with respect to blanket property or flood insurance policies of condominium projects, and the insurance companies providing such blanket coverage and/or their reinsurers, as applicable, shall satisfy such rating criteria as such holder customarily imposes.

(4) In lieu of the foregoing insurance, the board of directors may procure and maintain such other insurance against loss, damage or destruction of the common elements and the condominium units as shall give substantially equal or greater protection to the unit owners and mortgagees, as their interests may appear.

---

*Article XI (Insurance), Section 1. (Protective Policies), subsection (d) of the above described By-laws is hereby amended to read as follows:*

(d) Such comprehensive general liability insurance, including medical payments insurance, as will protect the council of unit owners, the board of directors, officers of the association, the manager, and each unit owner, from claims for damage because of bodily injury, including death, to all others, including employees of the insured, and from claims for property damage arising out of or in connection with the use, ownership, or maintenance of the common elements. Such public liability insurance shall be in the amount of at least One Million Dollars

(\$1,000,000) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. The public liability insurance policy shall be so endorsed as to protect the insured against liability imposed or assumed by any contract.

---

*Article XI (Insurance), Section 1. (Protective Policies), subsections (f), (g) and (i) of the above described By-laws are hereby amended to read as follows::*

(f) The exclusive authority to adjust losses under each policy of insurance procured under subparagraphs (a) and (b) of this Section 1 shall be vested in the board of directors, and each such policy shall so provide. The insurance proceeds for each loss shall be payable to any insurance trustee designated for that purpose or otherwise to the council of unit owners, and not to any mortgagee. Each such policy shall contain a standard mortgagee clause, however, and the insurance trustee or the board of directors shall hold any insurance proceeds in trust for unit owners and lien holders as their interests may appear.

(g) Each unit owner shall furnish such information and execute such application forms as may be required of him in order to procure and maintain any policies of insurance provided for by this Section 1 of Article XI. Additionally, each unit owner shall procure and maintain property damage insurance for his unit, including insurance for any betterments and improvements installed therein, and shall upon request, notify the board of the insurer and amount of insurance so obtained.

(h) The council of unit owners shall maintain and make available for inspection and copying by each unit owner and mortgagee, and the agents of each, and by the contract purchaser of each unit and anyone to whom such contract purchaser has applied for a loan secured by a mortgage on such unit, and the agents of each, all insurance policies maintained by the council of unit owners.

(i) Nothing provided in this Article XI shall prejudice the right of any unit owner to further insure his condominium unit on his account and for his own benefit; or to insure himself against liability to others. The unit owner shall file with the board of directors a duplicate of the unit owner's insurance policy upon request by the board of directors or its agent.

The foregoing amendments shall take effect immediately.

ATTEST:

Myrtle Robertson  
Myrtle Robertson, President

Carol Lynch  
Carol Lynch, Secretary

**CERTIFICATE OF APPROVAL**

I HEREBY CERTIFY that on the 20<sup>th</sup> day of Sept, 1994, I was the President of Silver Ridge Condominium at Silver Spring Station and that, by virtue of said office, I was one of the persons specified by the Bylaws and the Board of Directors of said condominium to count votes at all meetings of the Council of Unit Owners of Silver Ridge Condominium at Silver Spring Station. I further certify that the foregoing Second Amendment of The Bylaws of Silver Ridge Condominium at Silver Spring Station was on that date approved by the affirmative vote of unit owners of said condominium having sixty-six and two-thirds percent (66 2/3 %) or more of the votes appurtenant to all units of said Council of Unit Owners (and at least sixty-six and two-thirds percent (66 2/3 %) of the percentage interests of the common elements of said condominium), and pursuant to the provisions of Article XVIII, Section 4 of said Bylaws at a meeting of said Council of Unit Owners for which due written notice was provided to each unit owner in said Condominium.

AS WITNESS my hand and seal.

ATTEST:

Myrtle Robertson (SEAL)  
Myrtle Robertson, President

Carol Lynch  
Carol Lynch, Secretary

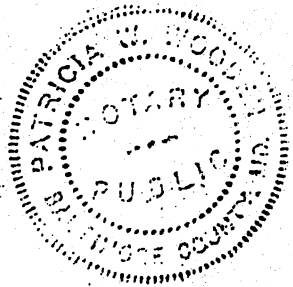
**STATE OF MARYLAND, BALTIMORE COUNTY:**

**I HEREBY CERTIFY** that on this 20<sup>th</sup> day of September, 1994, before me, the subscriber, a Notary Public in and for the aforesaid state and county, personally appeared **Myrtle Robertson** who is known to me to be the person whose name is subscribed to the foregoing Certificate of Approval and said person made oath in due form of law that the matters and facts stated in said Certificate of Approval are true and said person acknowledged the execution of the foregoing Second Amendment of the Bylaws of Silver Ridge Condominium at Silver Spring Station as the act and deed of the Council of Unit Owners of Silver Ridge Condominium at Silver Spring Station.

AS WITNESS my signature and notarial seal.

Patricia W. Wooden  
Notary Public

My Commission Expires: 7-1-95



**RETURN TO:**

*Wright, Sussman & Elmore, P.C., 200 Harry S. Truman Parkway,  
Suite 410, Annapolis, Maryland 21401.*

**THIRD AMENDMENT TO BYLAWS  
OF SILVER RIDGE CONDOMINIUM AT SILVER SPRING STATION**

This Third Amendment to the Bylaws of the Silver Ridge Condominium at Silver Spring Station is made this 29 day of AUGUST, 2002, by the Council of Unit Owners, Silver Ridge Condominium at Silver Spring Station.

**INTRODUCTORY STATEMENT**

Pursuant to the Bylaws of the Silver Ridge Condominium at Silver Spring Station, as recorded in the Land Records of Baltimore County at Liber 8433, folio 48, a special meeting of the Council of Unit Owners was held on August 29, 2002, in accordance with the requirements of Article III, Section 2 and the notice provisions of Section 3 of the Bylaws, for the purposes of amending certain sections therein.

A quorum having been present at said meeting, and after the affirmative vote of greater than sixty-six and two-thirds percent (66-2/3 %) of all those votes appurtenant to all units of the association, pursuant to Article XVIII, Section 4 of the Bylaws of the association, the following amendment was enacted:

Article XIV, Section 1 of the Bylaws of the Silver Ridge Condominium at Silver Spring Station is amended by adding to the existing language contained therein new subsections (d) and (e) as follows:

(d) Neither the common elements nor any condominium unit located on the property may be used, occupied or operated as a "boarding or rooming house," as that term is defined in the zoning regulations of Baltimore County, as an "assisted living facility," as defined in the zoning regulations of Baltimore County, or for any use other than that of a single family dwelling; and no person may occupy or reside in any unit, for compensation, except pursuant to a written lease, with a term of not less than one year, which lease has been submitted to and approved by the condominium Board, as described in subsection (e) below.

(e) A unit may be leased only pursuant to a written lease, a copy of which shall be supplied to the President of the Board of Directors who may consult with other available members of the Board and will deny or approve the proposed lease in writing within 48 hours of its submission. Approval of the Board must be obtained prior to occupancy by any tenant, an approved leased may not be assigned, and no unit may be subleased. Written leases shall be in a form acceptable to the Board of Directors and shall provide (and if a lease does not so provide, shall be deemed to provide) that the tenant and tenant's family, guests and agents shall abide by the condominium declaration, bylaws, rules and regulations, and all applicable laws. In the event of violation by the tenant or





STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29<sup>th</sup> day of August, 2002, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Kathleen R. Neade, who acknowledged him/herself to be the President of the Silver Ridge Condominium Association, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the association by him/herself as such President.

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Barbara L. Hoot  
Notary Public

My Commission Expires:

7/1/03

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29<sup>th</sup> day of August, 2002, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Joseph P. Butta, who acknowledged him/herself to be the Secretary of the Silver Ridge Condominium Association, and that he/she as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the association by him/herself as such Secretary

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Barbara L. Hoot  
Notary Public

My Commission Expires:

7/1/03

This is to certify that the within instrument has been prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Michael J. Jack  
Michael J. Jack

State of Maryland Land Instrument Intake Sheet  
 Baltimore City  County: Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only - All Copies Must Be Legible)

1 Type(s) of Instruments:  Deed  Mortgage  Other Condo  Other

2 Conveyance Type Check Box:  Improved Sale  Unimproved Sale  Multiple Accounts  Not an Arms-Length Sale [9]

3 Tax Exemptions (if Applicable):  Recordation  State Transfer  County Transfer

Cite or Explain Authority: \_\_\_\_\_

IMP. FD SURE \$ 5.00  
RECORDING FEE 20.00  
TOTAL 25.00  
Case # BA03 Rcpt # 30981  
CR Rik # 4753  
Per 27, 2002 11:54 am

4 Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
	Purchase Price/Consideration	\$	Transfer and Recordation Tax Consideration	
Any New Mortgage	\$	Transfer Tax Consideration	\$	
Balance of Existing Mortgage	\$	X ( ) % =	\$	
Other:	\$	Less Exemption Amount	\$	
Other:	\$	Total Transfer Tax	\$	
Full Cash Value	\$	Recordation Tax Consideration	\$	
		X ( ) per \$500 =	\$	
		TOTAL DUE	\$	

5 Fees

Amount of Fees	Doc. 1	Doc. 2	Agent:
Recording Charge	\$ 20.00		
Surcharge	\$ 5.00		
State Recordation Tax	\$		Tax Bill:
State Transfer Tax	\$		
County Transfer Tax	\$		C.B. Credit:
Other	\$		Ag. Tax/Other:
Other	\$		

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District: 11 Property Tax ID No. (1): \_\_\_\_\_ Grantor Liber/Folio: \_\_\_\_\_ Map: 72 Parcel No.: 1211 Var. LOG:  (5)

Subdivision Name: Silver Ridge Condominium at Silver Spring Station Lot (3a): \_\_\_\_\_ Block (3b): \_\_\_\_\_ Sect/AR(3c): \_\_\_\_\_ Plat Ref.: \_\_\_\_\_ SqFu/Acreage (4): \_\_\_\_\_

Location Address of Property Being Conveyed (2): \_\_\_\_\_

Other Property Identifiers (if applicable): \_\_\_\_\_ Water Meter Account No.: \_\_\_\_\_

Residential  or Non-Residential  Fee Simple  or Grount Rent  Amount: 5

Partial Conveyance?  Yes  No Description/Amt. of SqFu/Acreage Transferred: 20

If Partial Conveyance, List Improvements Conveyed: \_\_\_\_\_

7 Transferred From

Doc. 1 - Grantor(s) Name(s): Silver Ridge Condominium at Silver Spring Station

Doc. 2 - Grantor(s) Name(s): \_\_\_\_\_

Doc. 1 - Owner(s) of Record, if Different from Grantor(s): \_\_\_\_\_

Doc. 2 - Owner(s) of Record, if Different from Grantor(s): \_\_\_\_\_

8 Transferred To

Doc. 1 - Grantee(s) Name(s): \_\_\_\_\_

Doc. 2 - Grantee(s) Name(s): \_\_\_\_\_

New Owner's (Grantee) Mailing Address: \_\_\_\_\_

9 Other Names to be Indexed

Doc. 1 - Additional Names to be Indexed (Optional): \_\_\_\_\_

Doc. 2 - Additional Names to be Indexed (Optional): \_\_\_\_\_

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Michael J. Wack  Return to Contact Person

Firm: \_\_\_\_\_  Hold for Pickup

Address: 20 South Charles ST 12th Flr Baltimore MD 21201 Phone: (410) 539-8415  Return Address Provided

11 Assessment Information

Yes  No Will the property being conveyed be the grantee's principal residence?

Yes  No Does transfer include personal property? If yes, identify: \_\_\_\_\_

Yes  No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

Terminal Verification  Agricultural Verification  Whole  Part  Tran. Process Verification

Transfer Number:	Date Received:	Deed Reference:	Assigned Property No.:
Year: 19	19	Map: _____	Sub: _____
Land: _____	Geo.:	Grid: _____	Block: _____
Buildings: _____	Zoning: _____	Parcel: _____	Plat: _____
Total: _____	Use: _____	Ex. s/ Director of Budget and Finance	Lot: _____
REMARKS:	Town Cd.:	TAX NOT REQUIRED	
		BALTIMORE COUNTY, MARYLAND	

Distribution: White - Clerk's Office  
Canary - SDAT  
Pink - Office of Finance  
Goldenrod - Preparer  
AOC-CC-300 (6/95)

COUNTY TRANSFER TAX  
Per Joy Blugon Sec 33-139

RECORDATION TAX  
Per Joy Blugon T.P. ART 12-108

Date: 9/20/02

Source Reserved for County Verifier:

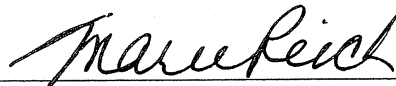
## Silver Ridge Condominium at Silver Spring Station

Amended By-law  
Article XII, Section 1

This amendment is intended to amend and replace Article XII, Section 1 of the By-Laws of the Silver Ridge Condominium at Silver Spring Station which are recorded in liber 8433, folio 848 of the land records of Baltimore County, Maryland.

Article XII, Section 1.

Section 1. Common Elements. Except to the extent otherwise provided in this Section 1 and in Sections 2 and 3 of this Article XII, or in any amendment to the Declaration providing for the cleaning, maintenance, repair and/or replacement of the common elements added to the condominium as part of a subsequent stage, the council of unit owners shall be responsible for the cleaning, maintenance, repair and replacement of the common elements, and the cost thereof shall be assessed against the owners of all units as a common expense. The cleaning of a common element includes, among other things, keeping the same free and clear of litter, debris, sand, snow, ice, and any accumulation of water. The board of directors may make any addition, alteration or improvement in or to the common elements, provided that fifteen (15) days notice of intent to make the same is furnished to each unit owner, and provided further that no such addition, alteration, or improvement costing more than Twenty Five Thousand Dollars (\$25,000.00) shall be made until such action has been approved by a majority vote of the unit owners. The cost of any such addition, alteration or improvement shall constitute a common expense.



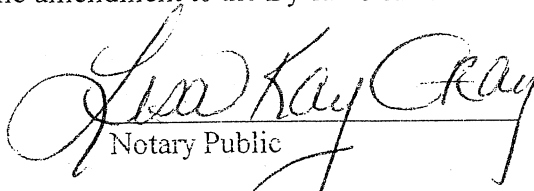
Marie Reich - President of Silver Ridge  
Condominium at Silver Spring Station

IN WITNESS WHEREOF, this amendment to the By-laws of the Silver Ridge Condominium at Silver Spring Station is declared to be the act of the Council of Unit Owners in accordance with the by-laws.

STATE OF MARYLAND, COUNTY OF Anne Arundel TO WIT:

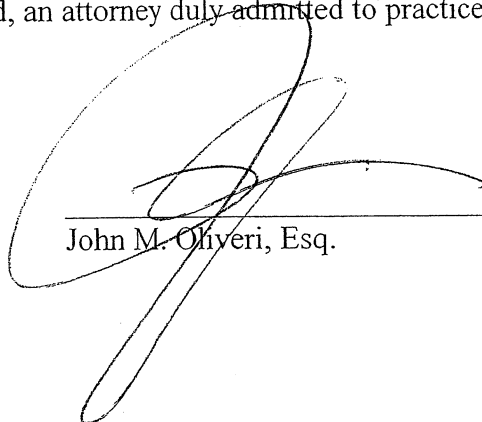
I HEREBY CERTIFY that on this 19<sup>th</sup> day of March, 2008, before me, the subscriber, a Notary Public for the state aforesaid, personally appeared Marie Reich - President for Silver Ridge Condominium at Silver Spring Station, and acknowledged the foregoing to be the act of said Condominium and she further acknowledged and certified that she is the person

specified in the By-laws to execute the amendment to the By-laws of the Condominium.

  
Notary Public

My Commission Expires: 11-10-2011

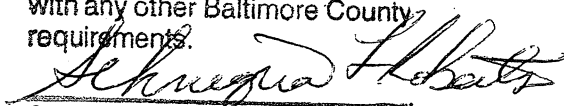
THIS IS TO CERTIFY that the within amendment to the By-laws was prepared by, or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

  
John M. Oliveri, Esq.

AFTER RECORDING, PLEASE RETURN TO:

The Law Office of John M. Oliveri  
700 Melvin Avenue, Suite 8  
Annapolis, Maryland 21401

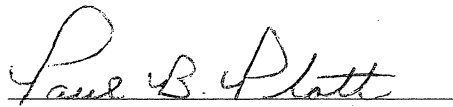
Reviewed for compliance with  
Baltimore County Code  
Section(s) 32-42-71(c) only.  
Not reviewed for compliance  
with any other Baltimore County  
requirements.

  
Assistant County Attorney  
Baltimore County Office of Law

CERTIFICATE OF SECRETARY  
OF SILVER RIDGE CONDOMINIUM AT SILVER SPRING STATION  
FILED PURSUANT TO SECTION 11-104  
OF THE REAL PROPERTY ARTICLE  
OF THE ANNOTATED CODE OF MARYLAND

I HEREBY CERTIFY AS FOLLOWS:

1. That I am the person designated pursuant to Article XVIII, Section 4 of the By-Laws of Silver Ridge Condominium at Silver Spring Station to count and record the votes at the meeting of the Council of Unit Owners of the Silver Ridge Condominium at Silver Spring Station held on February 25, 2008.
2. That the amendment of Article XII, Section 1 was duly approved by unit owners having the required Sixty-seven and two-thirds percent (66 2/3%) of the votes at a meeting of the Council of Unit Owners of Silver Ridge Condominium at Silver Spring Station held on February 25, 2008 and shall be effective upon recordation.
3. That at the February 25, 2008 meeting, the amendment to Article XII, Section 1 of the By-Laws of Silver Ridge Condominium at Silver Spring Station was approved by 81.15% of the unit owners with 198 votes approving the amendment and 11 votes against the amendment.
4. As of February 25, 2008, there were 244 eligible unit owners to vote on the amendment.
5. That pursuant to Article XVIII, Section 4 of the By-laws, on March 17, 2008 all unit owners were sent a copy of the approved amendment to Article XII, Section 1 of the By-laws and were instructed to forward a copy of same to their respective mortgage company as that term is defined in Article 1 of the Declaration.



Paul Plott, Secretary

For Silver Ridge Condominium at Silver Spring  
Station

STATE OF MARYLAND, COUNTY OF Anne Arundel TO WIT:

I HEREBY CERTIFY that on this 18<sup>th</sup> day of March, 2008, before me, the subscriber, a Notary Public for the state aforesaid, personally appeared Paul Plott - Secretary for Silver Ridge Condominium at Silver Spring Station, and acknowledged the foregoing to be the act of said Condominium and he further acknowledged and certified that he is the person specified in the By-laws to tally votes at meetings of the Condominium and that the foregoing was approved by the percentage of votes required by law and the By-laws of the Condominium.

Lisa Kay Gray  
Notary Public

My Commission Expires: 11-16-2011