

**Bayshore Condominium
c/o Baker & Associates, LLC
P.O. Box 5429
Ocean City, MD 21843**

**PLEASE FORWARD TO SETTLEMENT ATTORNEY
OR TITLE COMPANY**

**REF: 512 Robin Dr., Ocean City, MD 21842 Unit #11
SELLERS: Frank Martin Mattisz, Jr**

Please send, to the above address, any monies collected at settlement, A COPY OF THE SETTLEMENT SHEET and the following mortgage and new owner information:

- 1 . Name, address, email and phone of new owner**
- 2 . Name, address and phone of mortgage company**
- 3 . Mortgage / Loan number**

This information is needed for the insurance company files and to satisfy HOA requirements.

If you have any questions, please contact Baker & Associates, LLC at 410-723-9495 or BakerAssoc@BakerOCMD.com.

Thank you for your assistance.

RESALE CERTIFICATE

The Council of Unit Owners of
Condominium Project: **BAYSHORE CONDOMINIUM**
Condominium Unit No: **#11**
Address of Unit: **512 ROBIN DRIVE**
OCEAN CITY MD 21842
Present Owner(s) **FRANK MARTIN MATTISZ, JR**

Per Section 11-135 of the Maryland Condominium Act, the seller is required to furnish to you the following information not later than fifteen (15) days prior to closing. The council of unit owners is required to provide this information within twenty (20) days after request by a unit owner. The present owner(s) of the above described unit have requested this information be provided to you.

The following Certificate is provided for the benefit of the above described unit owner and any purchaser (s) thereof, and reflects the herein stated information as of the date indicated below:

1. The effect on the proposed conveyance of any right of first refusal or other restraint of the free alienability of the unit is:
NONE
(Black's Law Dictionary defines "alienation" as the transfer of property from one person to another.)
2. (a) The amount of the common expense assessment is: FOR 2022, \$990.00 PER QUARTER. PAYMENTS ARE DUE JANUARY 1, APRIL 1, JULY 1 AND OCTOBER 1.

(b) The amount of any unpaid common expense or special assessment currently due and payable from the selling unit owner is: NONE SELLER HAS A CREDIT BALANCE OF \$35.99.
3. The amount of any other fees payable by unit owners is: NEW OWNER TRANSFER FEE FROM BUYER OF \$75.00 PAID TO BAKER & ASSOCIATES, LLC.

PARKING PASSES AND MAILBOX KEYS SHOULD CONVEY. OTHERWISE, BUYER WILL NEED TO PURCHASE REPLACEMENTS
4. Capital expenditures approved by the Council of Unit Owners planned at the time of conveyance (estimated to be six (6) months from the date hereof) which are not reflected in the current operating budget are: NONE.
5. Attached hereto is a copy of the most recent regularly prepared balance sheet and income and expense statement of the condominium (Check here if no such document exists _____).
6. Attached is a copy of the current operating budget of the condominium including the current reserve study report or summary of the report, a statement of the status and amount of any reserve or replacement fund, or a statement that there is no reserve fund. ATTACHED IS RESERVE STUDY FROM JANUARY 2012. THE RESERVE FUND BALANCE IS \$171,582 AND IS INTENDED TO BE A GENERAL FUND FOR MAJOR/UNEXPECTED REPAIRS AND/OR UPGRADES.

7. (a) The following judgments against the condominium remain unpaid and unsatisfied: NONE
- (b) The status of any pending suits to which the Council of Unit Owners is a party is: NONE.
8. The following is a description of any insurance coverage provided for the benefit of unit owners: SEE ATTACHED INSURANCE SUMMARY. (NOTE: THE TERMS OF THE POLICY PREVAIL OVER THE DESCRIPTION CONTAINED IN THE SUMMARY.) TO INSPECT POLICIES OR INQUIRE FURTHER REGARDING INSURANCE, PLEASE CONTACT NFP INSURANCE AT (410) 524-5700.
- IN ACCORDANCE WITH MARYLAND LAW, YOU MAY BE RESPONSIBLE FOR THE DEDUCTIBLE ON THE MASTER POLICY IF DAMAGE ORIGINATES IN YOUR UNIT, UP TO A MAXIMUM OF \$10,000.00.
9. The Council of Unit Owners has no actual knowledge of any violation of the health or building codes with respect to the common elements of the condominium, except for: NONE.
10. The following is a description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the council of unit owners, and a statement as to whether or not they are part of the common elements.
THERE IS A BOAT LAUNCH FOR USE BY THE UNIT OWNERS AND THEIR GUESTS. IT IS MAINTAINED BY THE COUNCIL OF UNIT OWNERS. IT IS A COMMON ELEMENT.

**The Council of Unit Owners of
Bayshore Condominium Association**



**By: Robert A. Baker
Title: Baker & Associates, LLC (Agent)
Phone: (410) 723-9495
Email: BakerAssoc@BakerOCMD.com**

Date: 5/8/2022



ADDITIONAL REMARKS SCHEDULE

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED Bayshore Condominium Council of Unit Owners c/o Baker & Associates PO Box 5429 Ocean City, MD 21843 Worcester	
POLICY NUMBER SEE PAGE 1		NAIC CODE SEE P 1	
CARRIER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Notes

72 Units Total
 Deductible \$10,000 including wind/hail
 Replacement Cost up to the limit shown
 Single Entity - Building is insured as originally constructed excluding betterments/improvements
 10 days notice of non-pay/30 days notice of cancellation
 Severability of Interest included
 Equipment Breakdown Included
 Ordinance or Law Included

Directors & Officers/Crime CNA Policy #618955384
 eff 3/31/22 to 3/31/23
 Limit \$1,000,000 retention \$1,000
 employee dishonesty \$250,000 w/ \$5,000 deductible
 Forgery or Alteration \$250,000 w/ \$5,000 deductible
 Theft, Disappearance & Destruction \$250,000 w/ \$5,000 deductible
 Computer Fraud & Wire Transfer Fraud \$250,000 w/ \$5,000 deductible
 Property Manager is Included in D&O/Crime Policies

504 Robin Dr - \$1,718,658 Building Value
 508 Robin Dr - \$1,718,658 Building Value
 512 Robin Dr - \$1,718,658 Building Value

Flood Insurance POL# 99017020062021 4/7/22-23 504 Robin Dr \$2,081,200 building
 Flood Insurance POL# 99017020082021 4/7/22-23 508 Robin Dr \$2,081,200 building
 Flood Insurance POL# 99017020052021 4/7/22-23 512 Robin Dr \$2,081,200 building



Policy Number: 99017020062021

ASSURANT® American Bankers Insurance Company of Florida

Scottsdale, AZ 85261-4337

Standard Policy Pre-FIRM Subsidized



Type: Renewal

Policy Period: 04/07/2021 04/07/2022

Original New Business Effective Date: 01/01/2000

Reinstatement Date:

Form: RCBAP

For payment status, call: (800) 423-4403 ⁰³⁰¹⁰¹

These Declarations are effective

as of: 04/07/2021 at 12:01 AM

Address Info	Producer Name and Mailing Address: NFP PROPERTY & CASUALTY SERVICES INC 1 NORTH ST ONANCOCK, VA 23417-1921	Insured Name and Mailing Address: BAYSHORE CONDO ASSN % BEACH ISLAND MANAGEMENT LLC 12621 SUNSET AVE STE 2 OCEAN CITY, MD 21842-9343
	NFIP Policy Number: 0170200603 Agent/Agency #: 67535-00100-518 Reference #: Phone #: (410)524-5700	NAIC Number: 10111 Processed by: Flood Service Center P.O. Box 8695 Kalispell MT 59904-8695

Property Info	Property Location: 504 ROBIN DR OCEAN CITY, MD 21842-5515	Building Description: Other Residential Three or More Floors Elevated Without Enclosure High Rise Main House
	Primary Residence: N Premium Payor: Insured Flood Risk/Rated Zone: AE Current Zone: Community Number: 24 5207 0177 H Community Name: OCEAN CITY, TOWN OF Grandfathered: No Pre-Firm Construction Program Type: Regular	Newly Mapped into SFHA: Elev Diff: N/A Elevated Building: Y Includes Addition(s) and Extension(s) Replacement Cost: \$1,777,286 Number of Units: 24

Coverage & Rating	Type	Coverage	Rates	Deduct	Discount	Sub Total	Premium Calculation	
	Building:	2,081,200	1.450 / .412	3,000	110	10,282.00	Premium Subtotal:	10,282.00
	Contents:						Multiplier:	
	Contents:						ICC Premium:	56.00
Location:						CRS Discount:	2,068.00	
						Reserve Fund Assmt:	1,489.00	
						HFIAA Surcharge:	250.00	
						Federal Policy Fee:	2,000.00	
						Probation Surcharge:	.00	
						Endorsement Amount:	.00	
						Total Premium Paid:	12,009.00	

Coverage Limitations May Apply. See Your Policy Form for Details.

Mortgage Info	First Mortgage:	Loss Payee:
	Second Mortgage:	Disaster Agency:

Refer to www.fema.gov/cost-of-flood for more information about the risk of flooding and how it impacts the cost of flood insurance.



Policy Number: 99017020082021

ASSURANT® American Bankers Insurance Company of Florida

Scottsdale, AZ 85261-4337

Standard Policy Pre-FIRM Subsidized



Type: Renewal

Policy Period: 04/07/2021 04/07/2022

Original New Business Effective Date: 01/01/2000

Reinstatement Date:

Form: RCBAP

For payment status, call: (800) 423-4403 ⁰²⁰¹⁰¹

These Declarations are effective

as of: 04/07/2021 at 12:01 AM

Address Info	Producer Name and Mailing Address: NFP PROPERTY & CASUALTY SERVICES INC 1 NORTH ST ONANCOCK, VA 23417-1921	Insured Name and Mailing Address: BAYSHORE CONDO ASSN % BEACH ISLAND MANAGEMENT LLC 12621 SUNSET AVE STE 2 OCEAN CITY, MD 21842-9343
	NFIP Policy Number: 0170200803 Agent/Agency #: 67535-00100-518 Reference #: Phone #: (410) 524-5700	NAIC Number: 10111 Processed by: Flood Service Center P.O. Box 8695 Kalispell MT 59904-8695

Property Info	Property Location: 508 ROBIN DR OCEAN CITY, MD 21842-5523	Building Description: Other Residential Three or More Floors Elevated Without Enclosure High Rise Main House CENTRAL BUILDING
	Primary Residence: N Premium Payor: Insured Flood Risk/Rated Zone: AE Current Zone: AE Community Number: 24 5207 0177 H Community Name: OCEAN CITY, TOWN OF Grandfathered: No Pre-Firm Construction Program Type: Regular	Newly Mapped into SFHA: Elev Diff: N/A Elevated Building: Y Includes Addition(s) and Extension(s) Replacement Cost: \$1,718,695 Number of Units: 24

Coverage & Rating	Type	Coverage	Rates	Deduct	Discount	Sub Total	Premium Calculation	
	Building:	2,081,200	1.450 / .412	3,000	110	10,282.00	Premium Subtotal:	10,282.00
	Contents:						Multiplier:	
	Contents Location:						ICC Premium:	56.00
							CRS Discount:	2,068.00
							Reserve Fund Assmt:	1,489.00
							HFIAA Surcharge:	250.00
							Federal Policy Fee:	2,000.00
							Probation Surcharge:	.00
							Endorsement Amount:	.00
							Total Premium Paid:	12,009.00

Coverage Limitations May Apply. See Your Policy Form for Details.

Mortgage Info	First Mortgage:	Loss Payee:
	Second Mortgage:	Disaster Agency:

Refer to www.fema.gov/cost-of-flood for more information about the risk of flooding and how it impacts the cost of flood insurance.



Policy Number: 99017020052021

ASSURANT® American Bankers Insurance Company of Florida

Scottsdale, AZ 85261-4337

Standard Policy Pre-FIRM Subsidized



Type: Renewal

Policy Period: 04/07/2021 04/07/2022

Original New Business Effective Date: 01/01/2000

Reinstatement Date:

Form: RCBAP

For payment status, call: (800) 423-4403

These Declarations are effective

as of: 04/07/2021 at 12:01 AM

060101

Address Info	Producer Name and Mailing Address: NFP PROPERTY & CASUALTY SERVICES INC 1 NORTH ST ONANCOCK, VA 23417-1921	Insured Name and Mailing Address: BAYSHORE CONDO ASSN C/O BEACH ISLAND MGMT LLC-KIERSTEN RITTER 12621 SUNSET AVE STE 2 OCEAN CITY, MD 21842-9343
	NFIP Policy Number: 0170200503 Agent/Agency #: 67535-00100-518 Reference #: Phone #: (410)524-5700	NAIC Number: 10111 Processed by: Flood Service Center P.O. Box 8695 Kalispell MT 59904-8695

Property Info	Property Location: 512 ROBIN DR OCEAN CITY, MD 21842-5550	Building Description: Other Residential Three or More Floors Elevated Without Enclosure High Rise Main House
	Primary Residence: N Premium Payor: Insured Flood Risk/Rated Zone: AE Current Zone: AE Community Number: 24 5207 0177 H Community Name: OCEAN CITY, TOWN OF Grandfathered: No Pre-Firm Construction Program Type: Regular	Newly Mapped into SFHA: Elev Diff: N/A Elevated Building: Y Includes Addition(s) and Extension(s) Replacement Cost: \$1,777,286 Number of Units: 24

Coverage & Rating	Type	Coverage	Rates	Deduct	Discount	Sub Total	Premium Calculation	
	Building:	2,081,200	1.450 / .412	3,000	110	10,282.00	Premium Subtotal:	10,282.00
	Contents:						Multiplier:	
	Contents						ICC Premium:	56.00
Location:						CRS Discount:	2,068.00	
						Reserve Fund Assmt:	1,489.00	
						HFIAA Surcharge:	250.00	
						Federal Policy Fee:	2,000.00	
						Probation Surcharge:	.00	
						Endorsement Amount:	.00	
						Total Premium Paid:	12,009.00	

Coverage Limitations May Apply. See Your Policy Form for Details.

Mortgage Info	First Mortgage:	Loss Payee:
	Second Mortgage:	Disaster Agency:

Refer to www.fema.gov/cost-of-flood for more information about the risk of flooding and how it impacts the cost of flood insurance.



ASSURANT®

American Bankers Insurance
Company of Florida

Agent Contact Information
Nfp Property & Casualty Services
Inc
1 North St
Onancock, VA 23417-1921
(410) 524-5700
Insurer NAIC Number 10111

Policy Number 99017020062022
NFIP Policy Number 9901702006
Policy Term 04/07/2022 12:01 AM - 04/07/2023 12:01 AM
Policy Form RCBAP
Policy Declarations Type Renewal Policy Declarations
Payor Insured
Rate Category Rating Engine

Flood Insurance Policy Declarations

THIS IS NOT A BILL

Insured Name and Mailing Address

BAYSHORE CONDO ASSN
PO Box 5429
% Baker & Associates
OCEAN CITY, MD 21843-5429

Property Location

504 ROBIN DR
OCEAN CITY, MD 21842-5515

COVERAGE AND RATING

	Coverage	Deductible	Premium Details	
Building	\$250,000	\$2,000	Building Premium	\$5,664
Contents	\$0	\$0	Contents Premium	\$0
			ICC Premium	\$75
			Mitigation Discounts	(\$0)
			CRS Discount	(\$1,110)
			Full-Risk Premium	\$4,629

PROPERTY INFORMATION

Flood Zone	AE
Primary Residence	No
Building Occupancy	Res. Condo Building
Building Description	Res. Condo Building
Building Description Detail	
First Floor Height	0.5000000160 Feet
Method Used for 1st Floor Height	TOOL
Property Description	Elevated w/o enclsr. on Posts, 3 Floors, Other
Date of Const/Substantial Imp	01/01/1970
Replacement Cost Value	\$2,081,200
Prior NFIP Claims	0 claims
Number of Units	24

<u>Statutory Discounts</u>	
Annual Increase Cap Discount	(\$618)
Pre-FIRM Discount	(\$0)
Newly Mapped Discount	(\$0)
Other Statutory Discounts	(\$0)
Discounted Premium	\$4,011
<u>Fees and Surcharges</u>	
Reserve Fund Assessment	\$722
HFIAA Surcharge	\$250
Federal Policy Fee	\$1,020
Probation Surcharge	\$0
Total Annual Premium	\$6,003

Effective 4/1/2022, the NFIP implemented a new pricing methodology, Risk Rating 2.0 Phase II Renewals. Some property information on your policy may have been updated. Please contact your flood insurance agent to ensure you have the most accurate and up to date property information.

Your property's NFIP flood claims history can affect your premium.

MORTGAGE INFORMATION

Coverage limitations may apply. See your policy form for details.

For Questions about your flood insurance policy rating, contact your agent or insurance company. To learn more about your flood risk please visit [FloodSmart.gov/floodcosts](https://www.floodsmart.gov/floodcosts).

Policy Issued By: American Bankers Insurance Company of Florida

Printed: 03/31/2022



ASSURANT®

American Bankers Insurance
Company of Florida

Agent Contact Information
Nfp Property & Casualty Services
Inc
1 North St
Onancock, VA 23417-1921
(410) 524-5700
Insurer NAIC Number 10111

Policy Number 99017020082022
NFIP Policy Number 9901702008
Policy Term 04/07/2022 12:01 AM - 04/07/2023 12:01 AM
Policy Form RCBAP
Policy Declarations Type Renewal Policy Declarations
Payor Insured
Rate Category Rating Engine

Flood Insurance Policy Declarations
THIS IS NOT A BILL

Insured Name and Mailing Address
BAYSHORE CONDO ASSN
PO BOX 5429
C/O BAKER & ASSOCIATES
OCEAN CITY, MD 21843-5429

Property Location
508 ROBIN DR
OCEAN CITY, MD 21842-5523

COVERAGE AND RATING

	Coverage	Deductible	Premium Details	
Building	\$250,000	\$2,000	Building Premium	\$5,702
Contents	\$0	\$0	Contents Premium	\$0
			ICC Premium	\$75
			Mitigation Discounts	(\$0)
			CRS Discount	(\$1,116)
			Full-Risk Premium	\$4,661

PROPERTY INFORMATION

Flood Zone	AE
Primary Residence	No
Building Occupancy	Res. Condo Building
Building Description	Res. Condo Building
Building Description Detail	
First Floor Height	0.5000000160 Feet
Method Used for 1st Floor Height	TOOL
Property Description	Elevated w/o enclsr. on Posts, 3 Floors, Other
Date of Const/Substantial Imp	01/01/1970
Replacement Cost Value	\$2,081,200
Prior NFIP Claims	0 claims
Number of Units	24

<u>Statutory Discounts</u>	
Annual Increase Cap Discount	(\$649)
Pre-FIRM Discount	(\$0)
Newly Mapped Discount	(\$0)
Other Statutory Discounts	(\$0)
Discounted Premium	\$4,012
<u>Fees and Surcharges</u>	
Reserve Fund Assessment	\$722
HFIAA Surcharge	\$250
Federal Policy Fee	\$1,020
Probation Surcharge	\$0
Total Annual Premium	\$6,004

Effective 4/1/2022, the NFIP implemented a new pricing methodology, Risk Rating 2.0 Phase II Renewals. Some property information on your policy may have been updated. Please contact your flood insurance agent to ensure you have the most accurate and up to date property information.

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MORTGAGE INFORMATION

Coverage limitations may apply. See your policy form for details.

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Policy Issued By: American Bankers Insurance Company of Florida

Printed: 03/31/2022



ASSURANT®

American Bankers Insurance
Company of Florida

Agent Contact Information
Nfp Property & Casualty Services
Inc
1 North St
Onancock, VA 23417-1921
(410) 524-5700
Insurer NAIC Number 10111

Policy Number 99017020052022
NFIP Policy Number 9901702005
Policy Term 04/07/2022 12:01 AM - 04/07/2023 12:01 AM
Policy Form RCBAP
Policy Declarations Type Renewal Policy Declarations
Payor Insured
Rate Category Rating Engine

Flood Insurance Policy Declarations
THIS IS NOT A BILL

Insured Name and Mailing Address

BAYSHORE CONDO ASSN
PO Box 5429
c/o Baker & Associates
OCEAN CITY, MD 21843-5429

Property Location

512 ROBIN DR
OCEAN CITY, MD 21842-5550

COVERAGE AND RATING

	Coverage	Deductible	Premium Details	
Building	\$250,000	\$2,000	Building Premium	\$5,702
Contents	\$0	\$0	Contents Premium	\$0
			ICC Premium	\$75
			Mitigation Discounts	(\$0)
			CRS Discount	(\$1,116)
			Full-Risk Premium	\$4,661
			<u>Statutory Discounts</u>	
			Annual Increase Cap Discount	(\$649)
			Pre-FIRM Discount	(\$0)
			Newly Mapped Discount	(\$0)
			Other Statutory Discounts	(\$0)
			Discounted Premium	\$4,012
			<u>Fees and Surcharges</u>	
			Reserve Fund Assessment	\$722
			HFIAA Surcharge	\$250
			Federal Policy Fee	\$1,020
			Probation Surcharge	\$0
			Total Annual Premium	\$6,004

PROPERTY INFORMATION

Flood Zone AE
Primary Residence No
Building Occupancy Res. Condo Building
Building Description Res. Condo Building
Building Description Detail
First Floor Height 0.5000000160 Feet
Method Used for 1st Floor Height TOOL
Property Description Elevated w/o enclsr. on Posts, 3 Floors, Other
Date of Const/Substantial Imp 01/01/1970
Replacement Cost Value \$2,081,200
Prior NFIP Claims 0 claims
Number of Units 24

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Policy Issued By: American Bankers Insurance Company of Florida

Printed: 03/31/2022

BAYSHORE CONDOMINIUM - COUNCIL OF UNIT OWNERS
SCHEDULE OF 2021 FORECAST AND BUDGET - 2022
For the Years ending December 31, 2021 and December 31, 2022
(including a comparison with YTD actuals for the eight months ended August 31, 2021)
Assumptions as of August 31, 2021

Purpose: The purpose of this schedule is to reflect the Board's estimates of operating expenses for the purpose of establishing the per unit 2022 quarterly assessment. The 2021 columns are for comparison purposes only.

The assumptions presented are based on the judgment of the Bayshore Board of Directors at the time the Budget and Forecast were prepared and are those that the Board believes are significant. Forecast and Budget results may not be achieved.

	2021 YTD Actual	2021 Forecast	2021 Forecast Assumptions	2022 Budget	2022 Budget Assumptions
Operating Income (Without Renovation Portion)					
Assessments - Regular	135,000	180,000	Annualized YTD Actual	\$ 180,000	Dues Held Flat
Late Fees	2,103	2,804	Annualized YTD Actual	2,804	Held Flat
Repairs Billed Back to Owners	270	270	No Additional	-	None Assumed
Special Assessment	29,977	29,977	No Additional	-	None Assumed
Other	455	455	No Additional	455	Held Flat
Total Operating Income	167,805	213,506		183,259	
Operating Expense (Without Renovation)					
Bad Debt	-	-	None assumed	-	None Assumed
Legal/Audit/Tax	1,813	2,500	Modest additional	350	Tax Returns
Fire Alarm	841	1,500	Add'l inspections/minor repairs	1,500	Held Flat
Flood Insurance	36,027	36,027	No additional	37,828	Assume 5% Increase
Master Insurance	33,385	33,385	No additional	35,054	Assume 5% Increase
Miscellaneous Expense	181	272	Annualized YTD Actual	272	Held Flat
Property Management Fees	10,600	15,900	Based on Contracts	15,900	Based On Current Rates
Building R&M	9,441	15,000	Modest add'l repairs	12,000	Fewer Projects
Electrical Panel Upgrade	20,000	43,374	Per contract	-	Completed
Landscaping and Groundskeeping	-	-	None Assumed	-	None Assumed
Snow Removal	-	-	None Assumed	500	1-2 modest snow storms
Pest Control	432	2,592	4 Qtrly & 2 Bed Bug treatments	2,592	4 Qtrly Treatments & 2 Bed Bug treatments
Electric	9,622	14,433	Annualized YTD Actual	14,433	Held flat
Cable TV	25,460	38,192	Annualized YTD Actual	38,192	Held flat
Internet	630	1,260	Annualized YTD Actual	1,260	Held flat
Water & Sewer	1,549	4,500	2nd Half higher usage	4,500	Held flat
Reserve Contribution	-	-	No 2021 Contribution	18,878	At least 10% of assessments
Total Operating Expense	149,981	208,935		\$ 183,259	
Excess/(Shortfall)	17,824	4,571		\$ -	

No assurance provided. All disclosures omitted.

BAYSHORE CONDOMINIUM - COUNCIL OF UNIT OWNERS
SCHEDULE OF 2021 FORECAST AND BUDGET - 2022
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(including a comparison with YTD actuals for the eight months ended August 31, 2021)
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Renovation Project

Renovation Income:
Unit Owners Loan Payments
Lump Sum Payments In Lieu of Loan
Window Assessments
Unit Entry Doors
Total Renovation Income

Renovation Expenses:
Payments To Vendors
Loan Payments
Total Reserve Expenses

Net Renovation Project

	2021		2021 Forecast Assumptions	2022 Budget	2022 Budget Assumptions
	Actual	Forecast			
Renovation Income:					
Unit Owners Loan Payments	54,385	72,270		71,540	
Lump Sum Payments In Lieu of Loan	14,468	14,468		-	
Window Assessments	-	-		-	
Unit Entry Doors	-	-		-	
Total Renovation Income	68,853	86,738		71,540	
Renovation Expenses:					
Payments To Vendors	-	-		-	
Loan Payments	60,575	90,862	Principal & Interest	90,862	
Total Reserve Expenses	60,575	90,862		90,862	
Net Renovation Project	8,278	(4,124)		(19,322)	

11:07 AM

Bayshore Condo Association

Balance Sheet

As of April 30, 2022

05/08/22

Accrual Basis

	Apr 30, 22
ASSETS	
Current Assets	
Checking/Savings	
Operating Accounts	
Bank of OC Operating Acct	47,060.08
Taylor Bank - Checking	1,542.13
Total Operating Accounts	48,602.21
Reserve Accounts	
Bank of OC Reserve Acct	81,719.49
Taylor Bank - Reserve	89,888.37
Total Reserve Accounts	171,607.86
Total Checking/Savings	220,210.07
Accounts Receivable	
Accounts Receivable	-3,605.81
Total Accounts Receivable	-3,605.81
Other Current Assets	
ALLOWANCE FOR UNCOLL. ACCTS.	-2,145.00
PREPAID INSURANCE	16,262.00
Undeposited Funds	2,445.00
Total Other Current Assets	16,562.00
Total Current Assets	233,166.26
Other Assets	
Prepaid Expense	20,850.00
Total Other Assets	20,850.00
TOTAL ASSETS	254,016.26
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Loan For Renovation Project	596,489.73
Total Long Term Liabilities	596,489.73
Total Liabilities	596,489.73
Equity	
RESERVE FUND	-441,049.24
Retained Earnings	82,392.93
Net Income	16,182.84
Total Equity	-342,473.47
TOTAL LIABILITIES & EQUITY	254,016.26

9:33 AM

05/08/22

Accrual Basis

Bayshore Condo Association
Profit & Loss Budget vs. Actual
 January through April 2022

	Jan - Apr 22	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
Condo Fees	121,390	125,770	-4,380
Interest Income			
Interest Income - Past Due Acct	974	0	974
Total Interest Income	974	0	974
Late Fees	351	360	-9
Legal Fees - Reimbursed	2,500	0	2,500
Lump Sum Paid In Lieu of Loan	33,176	0	33,176
Other	140	105	35
Repairs Billed Back to Owner	335	0	335
Total Income	158,865	126,235	32,631
Gross Profit	158,865	126,235	32,631
Expense			
Administrative Expense			
Legal Fees	2,500	0	2,500
Management Fees	5,300	5,300	0
Miscellaneous	65	91	-26
Total Administrative Expense	7,865	5,391	2,474
Operating Expenses			
Building Repairs/Maintenance	4,473	4,000	473
Bulk Trash	30	0	30
Cable TV	12,772	12,729	42
Electrical/Soffit Project	7,600	0	7,600
Fire Alarms / Extinguishers	90	200	-110
Gas and Electric	6,242	4,811	1,431
Grounds Maintenance/Landscaping	319	0	319
INSURANCE-FLOOD	36,438	37,828	-1,390
INSURANCE-PACKAGE	40,042	35,054	4,988
Internet	315	315	0
Pest Control	416	648	-232
Snow Removal	1,500	500	1,000
Water	726	750	-24
Total Operating Expenses	110,962	96,835	14,127
Total Expense	118,827	102,226	16,601
Net Ordinary Income	40,039	24,009	16,030
Other Income/Expense			
Other Income			
Interest Income - Reserve Acct	151	152	-1
Total Other Income	151	152	-1
Other Expense			
Reserve Account Activity			
Hot Water Heater Replacement	11,650	0	11,650
Renovation Project			
Loan Payments	12,357	12,357	0
Total Renovation Project	12,357	12,357	0
Total Reserve Account Activity	24,007	12,357	11,650
Total Other Expense	24,007	12,357	11,650
Net Other Income	-23,856	-12,205	-11,651
Net Income	16,183	11,803	4,379

No assurance provided. All disclosures omitted.

Page 1

MASTER DEED

BAYSHORE CONDOMINIUM WEST, INC.

Return to:
Robert Wm. Conroy
8020 N. 4th
Hampshire Ave
Langley Park, Md

PROOF-HEAD 5/15/69 Engr. mail to Robert Wm. Conroy
RECEIPT NO. 77563

THIS CONDOMINIUM MASTER DEED AND PLATS, made this first day of March in the year nineteen hundred and sixty-nine, by ELHARTS, INC. a Maryland corporation, with main offices in Prince George's County, Maryland, hereinafter called the grantor, pursuant to the provisions of Section 117 A et. seq., of Article 21, Annotated Code of Maryland (1966 Replacement Volume, as the same may from time to time be amended).

FIRST

The Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the aforesaid provisions of the Annotated Code of Maryland, does hereby expressly declare its desire to and does hereby submit the property herein below described to the regime established pursuant to said provisions, and there is hereby established a Horizontal Property Regime as therein provided to be known as "Bayshore Condominium". The said horizontal property regime is established with respect to the Grantor's fee simple interest in and to property located in the Town of Ocean City, in the Tenth Election District of Worcester County, Maryland, and more particularly described in Schedule "A" attached hereto and made a part hereof.

THE CONDOMINIUM PROJECT HEREIN AND HEREBY CREATED to have and to hold said trust, and the improvements thereon and appurtenances thereto unto and to the use of the said Condominium and the owners of the units therefor and its and their heirs, successors, and assigns, in fee simple forever, subject to the aforesaid

provisions of the Annotated Code of Maryland and of this deed.

SECOND

This Condominium Project hereby established shall consist of the tract of land described in Schedule "A" with appurtenances hereinafore mentioned and improvements thereto as per Schedule "B", attached hereto and made a part hereof. All of which improvements have been constructed or are in the process of construction, and are more fully described in the plats and plans attached hereto, filed among the Plat Records of Worcester County, Maryland, simultaneously with the recording of the Master Deed and as more particularly described in Schedule "B".

THIRD

The Condominium Units shall be known and designated by the number shown therefor on the Floor Plat (Sheet 2) filed herewith, being Units 1 to 24. Each such unit shall consist of horizontal property extending from the ground level, which shall be at the elevation shown on Elevation Plat (Sheet 3), to, but not including, the roof of the building, the Decks shown not being considered as roofs. Units from said ground floor level and up to the first floor level, as shown on Elevation Plat (Sheet 3) each such unit shall consist of the area shown within its building as unshaded for such unit on the Floor Plat (Sheet 2) From the second floor level up to the Third Floor level, as shown on the said Elevation Plat, each such unit shall consist of the area shown within its building for such unit on the Second Floor Plan. From the third floor level up to but not including the roofs, at the elevation shown on said Elevation Plat, each such unit shall consist of the area shown within its building

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(including Deck) as unshaded for such unit on the Third Floor Plat (Sheet 2). Each unit shall include exclusive right to all space and facilities located within the area above described for such unit (except such elements or limited common elements) including but not limited to stairways, partitions, doors and windows and plumbing, heating, electric and other facilities located therein.

FOURTH

The general common elements and limited common elements of the condominium shall be as follows:

1. All of the land in the premises above described in Schedule "A", including all appurtenant rights thereof, shall be general common elements. All facilities located underground shall be general common elements or limited common elements as hereafter described.
2. At the ground level, and extending from there upwards all of the area of the said premises not including the condominium units, as shown on the Plat filed herewith entitled Ground Floor Plan, (Sheet 2), equipment storage building and other facilities located in that area, shall be general common elements. Particularly, such common elements shall include the driveways, curbing, parking areas, boat ramp, bulk-head, sun decks on roof, and other unimproved areas.
3. At the Ground Floor Level, all boardwalk, described on the Site Plan (Sheet 1) or to be constructed, as Common Walks, shall be general common elements, as shown on the said Floor Plan. Such common elements, shall also include all railings along the outside edge of the boardwalks, all pilings, girders

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and joists located under the boardwalks and completely outside the lines at ground level of any of the condominium units.

4. All lighting facilities, equipment and wiring installed to illuminate the above mentioned general common elements, the primary electric line and transformer, and water lines, other than individual supply lines for each Condominium Unit, shall be general common elements.

5. The following, with respect to the building, shall be limited common elements reserved for all of the Condominium Units located in the building; roof, including framing therefor and supporting post for overhang, pilings, girders and ground floor joists other than those that are general common elements; outside walls of each building (not including glass) plumbing facilities installed for use outside any individual Condominium Units; sanitary sewage facilities, including waste piper from individual Condominium Unit property lines, septic facilities and drain fields; secondary electric lines to Circuit Breaker Box of each Condominium Unit.

6. Party Walls located between Condominium Units, from the ground floor level to but not including the roof, shall be limited common elements reserved for the Condominium Units located on either side of such wall. Common plumbing, vent and waste lines, located in such party walls and serving both adjoining Condominium Units, shall also be limited common element reserved for such adjacent units.

FIFTH

The condominium hereby created, and the rights, duties and liabilities of each Condominium Unit owner, shall be governed

by the provisions of this master deed and by the provisions of Article 21, Section 117 A to 142 inclusive of the Annotated Code of Maryland (1966 Cumulative Supplement), and, to the extent not inconsistent with such statutory or deed provisions, by the by-laws of the Bayshore Condominium, in the form attached hereto as a part hereof, as such by-laws may be amended from time to time by the members of the condominium. The owners or owner of each Condominium Unit shall be entitled to one vote in all matters pertaining to the government or management of the condominium, subject to provisions of Item NINE hereof.

SIXTH

The owner of each Condominium Unit shall maintain the same in good repair. The Board of Directors of the condominium, or any agent, representative or manager designated by such Board, shall have the right at all reasonable times, to enter any Condominium Unit to ascertain compliance with such obligation. In the event of failure of a Condominium Unit owner to comply with such obligation, the condominium, acting through its Board of Directors or any designated agency, representative or manager, shall, after ten days' prior written notice to the owner, and failure on the owner's part to make the repairs set forth in such notice, to make the repairs and assess the cost thereof to such owner, as a lien on his Condominium Unit, in the same manner as such owner is, assessed his share of common elements costs. In the event of emergency, the notice aforesaid shall not be required prior to the condominium making such repairs, if, in the absence of such repairs, it is reasonable to assume structural damage to any building, or damage to any other Condominium unit, would result.

SEVENTH

The value of the complete property, exclusive of the value of the furniture and furnishings, is hereby fixed solely for the purpose of allocating relative values to the respective condominium units in order to determine a percentage share of each unit in the expence of and right in the elements held in common. Said value is stated to be Two Hundred Forty Thousand Dollars (\$240,000.00). The resepective values of the condominium units and the percentages representing such values, stated for the said purpose, are as follows:

<u>UNIT NUMBERS</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
#1	\$10,000.00	4.167%
#2	10,000.00	4.167%
#3	10,000.00	4.167%
#4	10,000.00	4.167%
#5	10,000.00	4.167%
#6	10,000.00	4.167%
#7	10,000.00	4.167%
#8	10,000.00	4.167%
#9	10,000.00	4.167%
#10	10,000.00	4.167%
#11	10,000.00	4.167%
#12	10,000.00	4.167%
#13	10,000.00	4.167%
#14	10,000.00	4.167%
#15	10,000.00	4.167%
#16	10,000.00	4.167%
#17	10,000.00	4.167%
#18	10,000.00	4.167%
#19	10,000.00	4.167%
#20	10,000.00	4.167%
#21	10,000.00	4.167%
#22	10,000.00	4.167%
#23	10,000.00	4.167%
#24	<u>10,000.00</u>	<u>4.167%</u>
TOTAL	#240,000.00	100.00%

EIGHTH

All charges against any Condominium Unit arising from maintenance and operation of general common elements or limited common elements applicable to that unit, from repairs to the unit

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made pursuant to Item SIXTH hereof, from the maintenance of fire, liability or other insurance on behalf of the condominium, from management fees, or from other expenses incurred by the Condominium pursuant to the by-laws, shall be levied and assessed as a payable in installments, subject to acceleration on default, as the by-laws shall provide.

NINTH

Each Condominium Unit may be leased or rented by the owner thereof for such term or terms as may be specified in the lease or rental agreement describing the same. In the event of a lease of any unit for a term of years, renewable forever by its term or at the option of the lessee, the lessee shall so long as such lease continues in effect, be considered the owner of the condominium unit for purposes of voting for elections of directors, holding office and in management of the condominium, and for purposes of being assessed with all of the expenses incurred by the condominium on account of that unit as described in Items SIXTH and EIGHT hereof; provided, however, that such lessee shall have no power, without the concurring vote of the owner of the fee simple reversion under such a lease, to act or vote upon any matter reducing or altering the right of such fee simple reversion owner, pursuant to the terms of his lease or as otherwise existing according to law, or amending or terminating this Deed. Each Condominium Unit is also subject to alienation, mortgage, pledge, transfer, gift or conveyance in any manner. Any mortgage or other security transfer shall not be considered as a change of ownership for purposes of voting or holding office in the management of the Condominium or for purposes of assessment of charges of the

condominium as aforesaid. Each Condominium Unit shall continue to remain subject to the provisions of this Master Deed, and the by-laws of the Condominium, and the management of the condominium by its Board of Directors, however the same may be leased, mortgage granted, conveyed or otherwise alienated by the owner, his heirs, successors, or assigns.

TENTH

The Grantor hereby appoints Robert Wm. Carney, 8020 New Hampshire Avenue, Langley Park, Maryland, Prince George's County, Maryland, as resident agent for the condominium hereby created.

IN WITNESS WHEREOF, the Grantor has caused the within premises to be duly executed on its behalf and its seal hereunto affixed, the day and year first above written.

ATTEST:

ELHARTS, INC.

David Stahl

By: *David Stahl*

STATE OF MARYLAND

SS:

WORCESTER COUNTY,

I HEREBY CERTIFY that on this day of , 1969 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared President of ELHARTS, INC., personally known to me, who made oath that he is such President, and as such is authorized to make this acknowledgement, and he acknowledged the foregoing instrument to be the act and deed of the said body corporate.

WITNESS my hand and Notarial Seal



David Stahl

Notary Public

Commission expires 7/1/69

SCHEDULE "A"

Lots numbered Two Hundred Seventy (270) Two Hundred Seventy One (271) all in Block "AA" on a plat entitled "Addition A" Bayshore Estates" in Ocean City, Worcester County, Maryland. Made by George B. Croppe R. P. E., and L. S. No. 248 which said plat is dated August 1966, and recorded among the Land Records for Worcester County, Maryland September 1, 1966 in Plat Book EWR No. 1 folio 44. In addition and upon modification to this Master Deed the following lots 272 thru 276 shall become and be thereafter part of this Master Deed.

Saving and excepting and reserving until Elharts, Inc., the right to construct boat slips beyond the bulkhead and attached said boat slips to the bulkhead noted on survey and plat attached to this Master Deed. Said boatslips to remain the exclusive ownership of ELHARTS, Inc.

SCHEDULE "B"

BAYSHORE CONDOMINIUM WEST

THE PLAT PLANS consist of three sheets, designated as " Site Plan" and Survey Plat" (Sheet #1), "Floor Plan One,Two,Three and Roof" (Sheet#2), and "Elevation Plan (Sheet #3).

The building is constructed on creoseted pilings extending approximately two and one-half feet above ground level, at the top of which the building is located. The building consist of the 1st floor, 2nd Floor, 3rd Floor, and a Roof as shown on the master plats. The building contains Twenty Four units(24) and more particularly noted on "Floor Plan" Sheet # 2.

The dimentions, sizes,directions, and elevaticns are noted on the Master plats and are incorporated hereinto.

Each floor contains a utility room noted as per master plats.

AT the 1st floor level each building shall have steps extending out from the building into the common area noted on "Site Plan". On the ground floor level there is a foundation for stairways as noted on Elevation Plan for stairways leading to the upper floors and a common wooden walkway on the South side of the Building. In addition there are lighting facilities, and other appurtenant facilities.

It is herein noted that filing Amendment To Bayshore Condominium West/^{the amendment} shall become part of and incorporated into this Master Deed More specifically Bayshore Condominium Central East shall be made a part here of by amendment.

BY-LAWS OF
BAYSHORE CONDOMINIUM WEST, INC.

Article One
PLAN OF APARTMENT OWNERSHIP

SECTION 1: APARTMENT OWNERSHIP. The Condominium located in the Town of Ocean City, in the Tenth Election District of Worcester County, Maryland known as the "BAYSHORE CONDOMINIUM" Number One, is submitted to the provisions of Section 117 A, et. seq., of Article 21, of the Annotated Code of Maryland (1963 Cumulative supplement). The administration thereof shall be by the Board of Directors herein described, subject to the powers of the owners as herein specified.

SECTION 2: BY-LAWS APPLICABILITY. The provisions of these by-laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land, as well as the improvements thereon. In construing these by-laws, and the government of the condominium pursuant thereto, the provisions of Article 23 of the Annotated Code of Maryland pertaining to the government of corporation, shall be considered as governing to the extent not inconsistent with the provisions of Article 21, Section 117 A. et. seq., (pertaining to the Condominium) the Master Deed and these by-laws, the Condominium being considered the corporation and the owners being considered the stockholders.

SECTION 3: PERSONAL APPLICATION. All present and future owners, tenants and future tenants, and their employees, and any other person that may at any time use the facilities of the Condominium in any manner are subject to the regulations set forth in these by-laws and to the declarations set forth in the

Master Deed of these by-laws are attached.

The mere acquisition or rental of any of the Condominium Units (hereinafter referred to as "Units") or the mere act of occupancy of any of said units will signify that these by-laws as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE II

THE OWNERS

SECTION 1: OWNERS. The Condominium is owned by the owners of the Units, each of whom shall be entitled to one vote for each Unit owned by him. In all matters pertaining to the election of directors, the holding of office and the management of the Condominium, the lessee under any lease for a term of years renewable forever, shall be considered the "Owner", and the owner of the fee simple reversion under such a lease has no right to vote on such matters; provided, however, that such lessee shall have no power, without the concurring vote of such fee simple reversion owner, to act or vote upon any matter reducing or altering the rights of such fee simple reversion owner, pursuant to the terms of his lease or as otherwise existing according to law, or amending or terminating the Condominium Master Deed. Other than lessees under leases above described, no other lessees, lien holder, mortgagee, pledgee or contract purchaser shall have any voting rights with respect to the affairs of the Condominium.

SECTION 2: ANNUAL MEETINGS. The Condominium shall hold each year, commencing with the year 1969, an annual meeting of the owners for the election of directors and the transaction of any business within the powers of the Condominium at 4:00 o'clock P. M. on the first Thursday in March , if not a legal holiday and if a legal holiday then on the first day following which is not a Sunday or legal holiday. Any business of the Condominium may be transacted at an annual meeting without being specially designated in the notice, except such business as is specifically requires by statute, by the Master Deed of these by-laws to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the Condominium's existence or affect its otherwise valid acts.

SECTION 3: SPECIAL MEETINGS. At any time in the interval between annual meetings special meetings of the Condominium may be called by the President or by a majority of the Board of Directors by vote at a meeting, or in writing with or without a meeting.

SECTION 4: PLACE OF MEETINGS. All meetings of owners shall be held at Langley Park, Maryland, except in cases in which the notice thereof designates some other place; but all such meetings shall be held within the State of Maryland.

SECTION 5: NOTICE OF MEETINGS. Not less than ten days not more than ninety days before the date of every owners' meeting the secretary shall give to each owner entitled to vote at such meetings, written or printed notice stating time and place of the meeting, and, in the case of a special meeting, the purpose of the meeting, and or purposes for which the meeting is called, either by mail or by presenting it to him personally or by leaving it at his residence or usual place of business. If mailed, such notice

shall be deemed to be given when deposited in the United States mail addressed to the owner at his post office address as it appears on the records of the Condominium, with postage thereon prepaid. Notwithstanding the foregoing provisions a waiver of notice in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the holding thereof, or actual attendance at the meeting in person or by proxy, shall be deemed equivalent to the giving of such persons notice. Any meeting of owners, annual or special may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

SECTION 6: QUORUM. At any meeting of owners, the presence in person or by proxy of owners entitled to cast a majority of the votes there at shall constitute a quorum; but this section shall not affect any requirement under statute or under the Master Deed of the Condominium for the vote necessary for the adoption of any measure. In the absence of a quorum the owners present in person or by proxy, by majority vote and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. 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.

SECTION 7: VOTES REQUIRED. A majority of the votes cast at a meeting of owners, duly called and at which a quorum is present, shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of votes cast is required by statute or by the Master Deed.

SECTION 8: PROXIES. An owner may vote either in person or by proxy executed in writing by the owner or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from its date, unless otherwise provided in the proxy. Every proxy shall be in writing, subscribed by the owner or his duly authorized attorney, and dated, but need not be sealed, witnessed or acknowledged.

SECTION 9: LIST OF OWNERS. At each meeting of owners, a full, true and complete list in alphabetical order of all owners entitled to vote at such meetings shall be furnished by the secretary.

SECTION 10: VOTING. In all elections for directors every owner shall have the right to vote, in person or by proxy, for as many persons as there are directors to be elected. At all meetings of owners, the proxies and ballots shall be received, and all questions touching the qualification of voters and the validity of proxies and the acceptance or rejection of votes shall be decided by the chairman of the meeting. Unless demanded or ordered by a majority of owners present, no vote need be by ballot, and voting need not be conducted by inspectors.

SECTION 11: INFORMAL ACTION BY OWNERS. Any action required or permitted to be taken at any meeting of owners may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the owners entitled to vote on the subject matter thereof, and such consent is filed with the records of the Condominium.

SECTION 12: Within a reasonable time after any and all of owners meetings, the secretary shall cause to be mailed to all unit owners a copy of any resolution duly authorized carried by the owners.

ARTICLE III
BOARD OF DIRECTORS

SECTION 1: POWERS. The business and affairs of the Condominium shall be governed by its Board of Directors. The Board of Directors, may exercise all the powers of the Condominium except such as are by statute or the Master Deed of the by-laws conferred upon or reserved to the owners, including owners of any fee simple reversion under a ninety-nine year renewable lease. In particular, but not by way of limitation, the Board of Directors shall be responsible for, and have all necessary powers in connection with, the care, upkeep, surveillance of the buildings and all other facilities of the Condominium, including its general and limited common elements and services; designation hiring and dismissal of the personnel necessary for the good working order of the buildings and for the proper care of the general and limited common elements and to provide services for the buildings. The Board of Directors may delegate any or all of such responsible and powers to the officers of the Condominium, to a manager or managing organization engaged by contract to undertake any of such responsibilities, or both. The Board of Directors, or any officer or officers to whom such power may be delegated, shall have powers to take any action necessary or appropriate to enforce payment of all sums, including assessments against owners, due to the Condominium, including the power to enforce any lien for the same. Such Board shall not undertake to provide luxury services, such as maid service, common telephone switchboard service, and the like, to the condominium units without the unanimous vote of all owners.

SECTION 2: NUMBER OF DIRECTORS. The number of directors of the Condominium shall be Five (5) until such number be changed

as herein provided. By vote of a majority of the entire Board of Directors, the number of directors may be increased or decreased, from time to time, not to exceed Seven (7), or less than three (3) directors, but the tenure of office of a director shall not be affected by any decrease in the number of directors so made by the Board.

SECTION 3: ELECTION OF DIRECTORS. Until the first annual meeting of owners or until successors are duly elected and qualify the Board shall consist of David G. Strahle, Robert Wm. Carney, and Leroy E. Mierley. At the first annual meeting of owners, the owner's shall elect directors, for a term of one year or if so voted by the Unit owners, Directors can be elected for three years term or until their successors are elected and qualify (or for a shorter term to fill a vacancy arising for an uncompleted term). At any meeting of owners, duly called and at which a quorum is present, the owners may, by the affirmative vote of the holders of a majority of the votes entitled to be cast thereon, remove any director or directors from office and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed directors.

SECTION 4: VACANCIES. Any vacancy occurring in the Board of Directors for any cause other than by reason of any increase in the number of directors may be filled by action of a majority of the entire Board of Directors. A Director elected by the Board of Directors to fill a vacancy shall be elected to hold office until the next annual meeting of owners or until his successor is elected and qualifies.

SECTION 5: REGULAR MEETINGS. After each meeting of owners at which a Board of Directors shall have been elected, the Board of Directors so elected shall meet as soon as practicable for the purpose of organization and the transaction of other business, at such time as may be designated by the owners at such meeting; and in the event that no other time is designated by the owners the Board of Directors shall meet at 12:00 o'clock noon on the day of such meeting, if not a legal holiday, and if a legal holiday, then on the first day following which is not a Sunday or a legal holiday. Such first meeting shall be held at such place within or without the State of Maryland as may be designated by the owners, or in default of such designation at the place designated by the Board of Directors for such first regular meeting, or in default of such designation at the office of the Condominium in Ocean City, Maryland. No notice of such first meeting shall be necessary if held as hereinabove provided. Other regular meetings of the Board of Directors shall be held on such dates and at such places within or without the State of Maryland as may be designated from time to time by the Board of Directors.

SECTION 6: SPECIAL MEETINGS. Special meetings of the Board of Directors may be called at any time by the President or by the Board of Directors by vote at a meeting, or by a majority of the directors in writing with or without a meeting. Such special meetings shall be held at such place or places within or without the State of Maryland as may be designated from time to time by the Board of Directors, In the absence of such designation such meetings shall be held at such places as may be designated in the calls.

SECTION 7: NOTICE OF MEETINGS. Except as provided in Section Five (5), of this Article, notice of the place, day and hour of every regular and special meeting shall be given to each director two days (or more) before the meeting, by delivering the same to him personally, or by sending the same to him by telegraph, or by leaving the same at his residence or usual place of business, or, in the alternative, by mailing such notice three days or more before the meeting, postage pre-paid and addressed to him at his last known post-office address, according to the records of the Condominium. Unless required by these by-laws or by resolution or the Board of Directors, no notice of any meeting of the Board of Directors need state the business to be transacted thereat. No notice of any meeting of the Board of Directors need be given to any director who attends, or to any director, who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Directors, regular or special may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

SECTION 8: QUORUM. At all meetings of the Board of Directors, three-fifths (3/5) of the entire Board of Directors, but in no case less than three (3) directors, shall constitute a quorum for the transaction of business. Except in cases in which it is by statute, by the Master Deed or by the by-laws otherwise provided, the vote of a majority of Directors present is sufficient to elect and pass any measure. In the absence of a quorum, the directors present by majority vote and without notice other than by announcement may adjourn the meeting from time to time until a quorum shall attend. Do any such adjourned meeting at which a quorum shall attend. At any such meeting at which a quorum shall be present any business may

be transacted which might have been transacted at the meeting as originally notified.

SECTION 9: COMPENSATION. By resolution of the Board of Directors expenses of attendance, if any, may be allowed to directors for attendance at each regular or special meeting of the Board of Directors or of committees thereof, but directors, as such shall not receive any compensation for their services except such as may be authorized or permitted by vote of the owner. A director who serves the Condominium in any other capacity, however, may receive compensation therefor without such vote of the owners.

SECTION 10: INFORMAL ACTION BY DIRECTORS. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 11: COMMITTEES. The Board of Directors may by resolution provide for such standing or special committees as it deems desirable, and discontinue the same at pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be assigned to it by the Board of Directors.

ARTICLE IVOFFICERS

SECTION 1: EXECUTIVE OFFICERS. The Board of Directors shall choose a President from among the directors, and a Secretary and a Treasurer who need not be directors. The Board of Directors may also choose a Vice President, an Assistant Secretary and an Assistant Treasurer, none of whom need be a director. Any two of the above mentioned officers, except those of President and Vice President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument be required by statute, by the by-laws or by resolution of the Board of Directors to be executed, acknowledged or verified by any two or more officers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of owners next succeeding his election, and until his successor shall have been duly chosen and qualified or until he shall have resigned or shall have been removed. Any vacancy in any of the above offices may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

SECTION 2: PRESIDENT. The President shall preside at all meetings of the owners and of the Board of Directors at which he shall be present; he shall have general charge and supervision of the business of the Condominium; he may sign and execute, in the name of the Condominium, all authorized deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer or agent of the Condominium; and, in general, he shall perform all duties incident to the office of president, and such other duties as, from time to time, may be

assigned to him by the Board of Directors.

SECTION 3: VICE PRESIDENT. The Vice President, at the request of the President or in his absence or during his inability to act, shall perform the duties and exercise the functions of the President, and when so acting shall have the powers of the President. The Vice President shall have such other powers and perform such other duties as may be assigned to him by the Board of Directors or the President.

SECTION 4: SECRETARY. The Secretary shall keep the minutes of the meetings of the owners and of the Board of Directors in books provided for the purpose; he shall see that all notices are duly given in accordance with the provisions of the bylaws, or as required by law; he shall be custodian of the records of the Condominium; and in general, he shall perform all duties incident to the office of secretary, and such other duties, as, from time to time, may be assigned to him by the Board of Directors or the President.

SECTION 5: TREASURER. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Condominium, and shall deposit, or cause to be deposited, in the name of the Condominium, all moneys or other valuable effects in such banks, trust companies or other depositaries as shall from time to time, be selected by the Board of Directors; he shall render/^{an accounting}to the count of the financial condition of the Condominium, and, in general he shall perform all the duties incident to the office of treasurer, and such other duties as may be assigned to him by the Board of Directors or the President.

SECTION 6: ASSISTANT OFFICERS. The Assistant Secretary shall have such duties as may from time to time be assigned to him by the Board of Directors or the Secretary.

ARTICLE V
OBLIGATIONS OF THE OWNERS

SECTION 1: ASSESSMENTS. Each owner is obligated to pay the assessments imposed upon him by the Condominium to meet general common element and limited common element expenses, which may include a liability insurance premium. The assessment shall be made pro rata according to the value of the Unit owned as stipulated in the Master Deed. Such assessment may include payment to a general operation reserve. Any such assessments levied upon the owner of the Unit shall become a lien on said Unit at the time assessed and until paid in fully. Each regular assessment levied shall be due and payable annually thirty (30) days after assessed. Any special assessment, designated as such by the Board of Directors, shall be due and payable when assessed.

SECTION 2: LIABILITY INSURANCE. The owners at each annual meeting of the Condominium shall determine, by majority vote, whether or not a public liability insurance policy is to be carried on the common elements and, if so, the limits thereof. Each owner who is not present at said annual meeting shall be notified of one decision of the Condominium by the Secretary within three (3) days, provided, however, that no existing public liability insurance policy shall be cancelled or terminated by the Condominium until all owners are notified of the same.

SECTION 3: MAINTENANCE AND REPAIR.

(a) Every owner must perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the general or limited common elements, or any other Unit such owner being expressly responsible for the damages and liabilities his failure to do so may engender.

(b) All the repairs of internal installation of the Unit such as water, light, power, telephones, doors, windows, lamp, and all other accessories belonging to the Unit areas shall be at the owner's expense.

(c) An owner shall reimburse the Condominium for any expenditures incurred in repairing or replacing any general or limited common elements damaged through his fault.

SECTION 4: DESTRUCTION OF BUILDINGS.

(a) In the event of the destruction of any part of the buildings of the Condominium such destroyed part or parts shall be rebuilt unless such destruction amounts to more than two-thirds in value of the total value of any ^{of the} three buildings. In such rebuilding the proceeds of any casualty insurance shall be used to the extent available, being allocated to the Units, general common elements and limited common elements, damaged or destroyed, in proportion to the cost of restoring each such improvement or facility. Cost in excess of such proceeds shall be paid as to each Unit by the owner thereof and as to the general common elements and limited common elements by assessment as for repairs to such elements.

(b) In the event of the destruction of any part of the building of the Condominium amounting to more than two-thirds (2/3) in value of the total value of all three buildings, the damage and destruction shall not be restored if any owner does not agree thereto at any owner's meeting called to consider the question of such restoration. Upon such restoration, the costs shall be paid as provided in (a) above. If the buildings are not restored following such destruction, the proceeds of any fire or other insurance payable as a result of such destruction

shall be allocated among the Units destroyed or damaged and the general or limited common elements damaged or destroyed in proportion to the cost of restoring each, based upon appraisals approved by the Board of Directors, and such proceeds allocated to each Unit paid over to the owner (or lien holders, if any) thereof. Amounts allocated to general and limited common elements shall be paid over to the owners (or lien holders, if any) of the Units responsible for maintenance of such elements, and in the proportion of their relative contributions to repairs to such elements; provided, that if any building contains Units that are still habitable after such destruction, any proceeds allocable to the limited common elements of that building shall be used to the extent available to repair any damage to such limited common elements in that building, and any excess costs of repairing such limited common elements shall be assessed as costs of repair thereof.

SECTION 5: USE OF CONDOMINIUM UNITS - INTERNAL CHANGES.

Saving and excepting therefrom the builder and/or developer Elharts, Inc., which said Elharts, Inc., may maintain an office, and post sign and do any other act necessary to complete the building of the Bayshore Condominium and/or sale of said units including completeing and selling of Bayshore Condominium West. Said power shall continue as long as Elharts, Inc., is building, and/or developing property in Ocean City, Maryland.

SECTION 6: USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. An owner shall not place or cause to be placed in the general common elements any furniture, packages or objects of any kind, excepting that he may temporarily place chairs, umbrellas or other beach paraphernalia on the ground in the grass area of the building. The remaining general common elements shall be used for no other purpose than for normal transit through

them, or for such other restricted uses as may be designated by the Board of Directors.

SECTION 7; RIGHT OF ENTRY. An owner shall grant right of entry to any person authorized by the Board of Directors of the Condominium in case of any emergency originating in or threatening his Unit, whether the owner is present at the time or not.

SECTION 8: RULES OF CONDUCT.

(a) No resident of the Condominium shall post any advertisements or posters of any kind on the Condominium except as authorized by the Board of Directors.

(b) Residents shall exercise care about making noises or in the use of musical instruments, radios, televisions and amplifiers that may disturb other residents.

(c) No apparel or laundry shall be hung on any exterior railings.

ARTICLE VI

FINANCE

SECTION 1: CHECKS, DRAFTS, ETC. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Condominium, shall be signed by two officers or agents of the Condominium, as determined by the Board of Directors.

SECTION 2: ANNUAL REPORTS. There shall be prepared annually a full and correct statement of the affairs of the Condominium, including a balance sheet and a financial statement of operations for the preceding fiscal year, which shall be audited by an independent public accountant and submitted at the annual meeting of the owners and filed within twenty days thereafter

at the principal office of the Condominium in the State.

SECTION 3: FISCAL YEAR. The fiscal year of the Condominium shall be the calendar year, unless otherwise provided by the Board of Directors.

ARTICLE VII

AMENDMENTS

SECTION 1: BYLAWS, These bylaws may be amended by the Condominium at any duly constituted meeting, provided the notice thereof shall specify the amendment to be voted on, and provided the same is approved by at least two-thirds (2/3) of the owners; subject, however, to the restriction set forth in Article II, Section 1, on the Bylaws.

ARTICLE VIII

MORTGAGES

SECTION 1: NOTICE TO ASSOCIATION. An owner who mortgages his Unit shall notify the President of the Board of Directors of the name and address of his mortgagee; and the Condominium shall maintain such information in a book entitled "Mortgagees of Units

ARTICLE IX

RESIDENT AGENT

SECTION 1: The Resident Agent heretofore named in the Master Deed shall be so authorized to accept service of process in any action relating to two (2) or more Units or to the common elements as authorized by Article 21, Section 138 of the Annotated Code of Maryland (1963 Cumulative Supplement), or any amendment thereof. The Board of Directors may, at its discretion,

substitute another Resident Agent for the purpose of accepting such service of process as set forth above, provided that proper notification of such change be promptly filed with the Maryland Department of Assessment and Taxation.

ARTICLE X

COMPLIANCE

SECTION 1: These bylaws are set forth to comply with the requirements of Article 21, Section 117 A, et. seq., of the Annotated Code of Maryland (1963 Cumulative Supplement). In case any of these bylaws conflict with the provisions of said statute it is hereby agreed and accepted that the provisions of the statute will apply.

PLATS RECORDED IN PLOT BOOK LIBER F.W.H. No. 11, folios 15, 16 & 17

1969, April 23 The foregoing Master Deed filed for record and is accordingly recorded among the land records of Worcester County, Md., in Liber F.W.H. No. 249, folios 633 thru 660. Frank W. Stales Clerk

NOTE: See Release recorded in Liber F.W.H. No. 414 folio 450

See Partial Release in FWH No 464, folio 93

PROOF-MAAD 01/09/09 By mail to Robert William Cooney

LIBER 253 PAGE 493

RECEIPT NO. 78908

AMENDMENT OF MASTER DEED

OF

BAYSHORE CONDOMINIUM WEST, INC.

" BAYSHORE CONDOMINIUM CENTRAL

This Modification to Condominium Master Deed and Plats, made this fifteenth day of April in the year Nineteen Hundred and Sixty Nine by ELHARTS, INC., a Maryland Corporation, with main offices in Prince George's County, Maryland hereinafter called the grantor, pursuant to the provisions of Section 117A et. seq., of Article 21, Annotated Code of Maryland (1966 Replacement Volume, as the same may from time to time be amended); and

Pursuant to the Bayshore Condominium West, Inc., Master Deed dated March 1, 1969 and recorded April 23, 1969 in Liber 249 page 633 and more specifically said Master Deed recites as follows:

"Under Schedule "A" Page 641 to this Master Deed the following lots Two Hundred Seventy Two (272) thru Two Hundred Seventy Six (276) shall become and be thereafter part of this Master Deed", and; Schedule "B", Page 642. "It is herein noted that filing Amendment to Bayshore Condominium West the amendment shall become part of and incorporated into this Master Deed. More specifically Bayshore Condominium Central, and Bayshore Condominium East, shall be made a part hereof by amendment.

FIRST

The grantor pursuant to the authority hereinbefore stated does hereby expressly declare its desire to and does hereby submit the property herein below described to the regime established.

pursuant to said provisions, and there is hereby established a Horizontal Property Regime as therein provided in the Master Deed Bayshore Condominium West, Inc., recorded in liber 249 page 633 among the Land Records of Worcester County, Maryland. The said Horizontal Property Regime is established with respect to the grantor's fee simple interest in an to the property located in the town of Ocean City in the Tenth Election District of Worcester County, Maryland, and more particularly described in Schedule "A" attached hereto and made a part hereof.

SECOND

This Condominium Project hereby established shall consist of the tract of land described in Schedule "A" with appurtenances hereinbefore mentioned and improvements thereto as per Schedule "B", attached hereto and made a part hereof. All of which improvements have been constructed or are in the process of construction, and are more fully described in the plats and plans attached hereto, filed among the Plat Records of Worcester County, Maryland, simultaneously with the recording of the Master Deed and as more particularly described in Schedule "B".

THIRD

The Condominium Units shall be known and designated by the number shown therefor on the Floor Plat (Sheet 2) filed herewith being Units 1 to 24. Each such unit shall consist of horizontal property extending from the ground level, which shall be at the elevation shown on Elevation Plat (Sheet 3), to, but not including the roof for the building, the Decks shown not being considered as roofs. Units from said ground floor level and up to the first floor level, as shown on Elevation Plat (Sheet 3) each such unit

shall consist of the area shown within its building as unshaded for such unit on the Floor Plat (Sheet 2). From the second floor level up to the Third Floor level, as shown on the said Elevation Plat, each such unit shall consist of the area shown within its building for such unit on the Second Floor Plan. From the third floor level up to but not including the roofs, at the elevation shown on said Elevation Plat, each such unit shall consist of the area shown within its building (including Dock) as unshaded for such unit on the Third Floor Plat (Sheet 2). Each unit shall include exclusive right to all space and facilities located within the area above described for such unit (except such elements or limited common elements) including but not limited to stairways, partitions, doors and windows and plumbing, heating, electric and other facilities located therein.

FOURTH

The value of the complete property, exclusive of the value of the furniture and furnishings, is hereby fixed solely for the purpose of allocating relative values to the respective condominium units in order to determine a percentage share of each unit in the expence of and right in the elements held in common. Said value is stated to be Two Hundred Forty Thousand Dollars (\$240,000.00). The respective values of the condominium units and the percentages representing such values, stated for the said purpose, are as follows:

<u>UNIT NUMBERS</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
#24	\$10,000.00	4.167%
#25	10,000.00	4.167%
#26	10,000.00	4.167%
#27	10,000.00	4.167%
#28	10,000.00	4.167%
#29	10,000.00	4.167%
#30	10,000.00	4.167%
#31	10,000.00	4.167%
#32	10,000.00	4.167%
#33	10,000.00	4.167%
#34	10,000.00	4.167%
#35	10,000.00	4.167%
#36	10,000.00	4.167%
#37	10,000.00	4.167%
#38	10,000.00	4.167%
#39	10,000.00	4.167%
#40	10,000.00	4.167%
#41	10,000.00	4.167%
#42	10,000.00	4.167%
#43	10,000.00	4.167%
#44	10,000.00	4.167%
#45	10,000.00	4.167%
#46	10,000.00	4.167%
#47	10,000.00	4.167%
#48	10,000.00	4.167%
TOTAL	\$240,000.00	100.00%

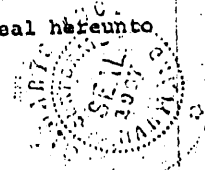
FIFTH

All the terms and provisions of the Master Deed, Bayshore Condominium West, Inc., are incorporated by reference hereinto this Amendment to Master Deed as hereinbefore stated except where said provisions are specifically herein enumerated in this Amendment to Master Deed, including, but not limited to, the "By-Laws" attaching to and made a part of the Bayshore Condominium Master Deed.

SIXTH

The Grantor hereby appoints Robert Wm. Carney, 8020 New Hampshire Avenue, Langley Park, Maryland, Prince George's County, Maryland, as resident agent for the condominium hereby created.

IN WITNESS WHEREOF, the Grantor has caused the within premises to be duly executed on its behalf and its seal hereunto affixed, the day and year first above written.



ELHARTS, INC.

By: David Strahle
DAVIS STRAHLE

ATTEST:

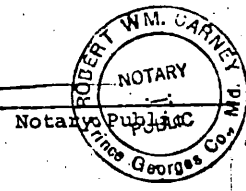
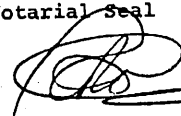
Evelyn Strahle
EVELYN STRAHLE

STATE OF MARYLAND
COUNTY OF WORCESTER

SS:

I HEREBY CERTIFY that on this _____ day of _____, 1969
before me, the subscriber, a Notary Public in and for the State
of Maryland, personally appeared David Struble
President of ELHARTS, INC., personally known to me, who made oath
that he is such President, and as such is authorized to make this
acknowledgement, and he acknowledged the foregoing instrument to
be the act and deed of the said body corporate.

WITNESS my hand and Notarial Seal



My Commission Expires: 7/31/69

SCHEDULE "A"

Lots numbered Two Hundred Seventy Two (272) Two Hundred Seventy Three (273) and Two Hundred Seventy Four(274) all in Block "AA" on a plat entitled "Addition A" Bayshore Estates" in Ocean City, Worcester County, Maryland. Made by George B. Crophe, R. P. E. and L. S. No. 248 which said plat is dated August 1966 and recorded among the Land Records of Worcester County, Maryland, September 1, 1966 in Plat Book EWR No. 1 folio 44. In addition and upon modification to this Master Deed the following lots Two Hundred Seventy Two thru Two Hundred Seventy Six (272 - 276) shall become and be thereafter part of this Master Deed.

Saving and excepting and reserving until Elharts, Inc., the right to construct boat slips beyond the bulkhead and attached said boat slips to the bulkhead noted on survey and plat attached to this Master Deed., said boat-slips to remain the exclusive ownership of ELHARTS, INC.

SCHEDULE "B"

BAYSHORE CONDOMINIUM CENTRAL

THE PLAT PLANS consist of three sheets, designated as "Site Plan" and "Survey Plat" (Sheet #1), Floor Plan One, Two, Three, and Roof" (Sheet #2), and "Elevation Plan" (Sheet #3).

The building is constructed on creoseted pilings extending approximately two and one-half feet above ground level, at the top of which the building is located. The building consist of the first floor, second floor, third floor and a roof as shown on the master plats. The building contains Twenty Four units (24) and more particularly noted on "Floor Plan" (Sheet #2).

The dimentions, sizes, directions and elevations are noted on the Master Plats and are incorporated hereinto.

Each floor contains a utility room noted as per master plats.

At the first floor level each building shall have steps extending out from the building into the common area noted on "Site Plan". On the ground floor level there is a foundation for stairways as noted on Elevation Plan for stairways leading to the upper floors and a common wooden walkway on the South side of the Building. In addition there are lighting facilities, and other appurtenant facilities.

It is herein noted that filing Amendment to Bayshore Condominium West the amendment shall become part of and incorporated into this Master Deed. More specifically Bayshore Condominium Central and Bayshore Condominium East shall be made a part here of by amendment.

BY LAWS OF
BAYSHORE CONDOMINIUM CENTRAL
PLAN OF APARTMENT OWNERSHIP

SECTION 1: APARTMENT OWNERSHIP. The condominium located in the Town of Ocean City, in the Tenth Election District of Worcester County, Maryland known as the " BAYSHORE CONDOMINIUM CENTRAL, is submitted to the provisions of Section 117 A, et. seq., of Article 21, of the Annotated Code of Maryland (1963 Cumulative supplement.) The administration thereof shall be by the Board of Director herein described, subject to the powers of the owners as herein specified.

SECTION 2: BY LAW APPLICABILITY. The provisions of these by laws are the BY-LAWS OF THE BAYSHORE CONDOMINIUM WEST, INC. as more fully set forth in said By-Laws Article One through Article X as recorded in Liber 249 Page 633 and more specifically Pages 643 through 660 April 23, 1969 among the Land Records of Worcester County, Maryland. Said By-Laws are incorporated hereunto.

SECTION 3: The By-Laws hereinbefore state/are applicable except as hereinafter stated.

1. The Board of Directors shall choose a President from among the directors, and a Secretary and a Treasurer who need not be directors. The Board of Directors may also choose a Vice President, an Assistant Secretary and an Assistant Treasurer, none of whom need be a director. Any two of the above mentioned officers, except those of President and Vice President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument be required by statute, by the By-Laws, or by resolution of the Board of Directors to be executed, acknowledged or verified by any two or more officers.

2. Each building of the Bayshore Condominium shall have separate officers but shall have common directors. The officers must reside in the building which they are serving as an officer.

3. Each building shall maintain its own bank account.

COMPLIANCE

These by-laws and the By laws stated under section 2 above are set forth to comply with the requirements of Article 21, Section 117 A, et. seq., of the Annotated Code of Maryland (1963 Cumulative Supplement). In case any of these bylaws conflict with the provisions of said statute it is hereby agreed and accepted that the provisions of said statute will apply.

PLATS RECORDED IN PLOT BOOK LIBER F.W.H. NO. 11, FOLIOS 34, 35 & 36.

19 69 Dec 7 The foregoing Consent of the Board of Directors filed for record and is accordingly recorded among the land records of Worcester County, Md., in Liber F.W.H. No. 253 fb. 108 494, 495, 496, 497, 498, 499, 500 & 501 Clerk

PROOF-READ

10-2-69 By mail to Robert Wm. Conway

RECEIPT NO. 83587

LIBER 268 PAGE 380

AMENDMENT OF MASTER DEED
OF
BAYSHORE CONDOMINIUM WEST, INC.
BAYSHORE CONDOMINIUM EAST

This Modification to Condominium Master Deed and Plats, made this fifteenth day of April in the year Nineteen Hundred and Sixty Nine by ELHARTS, INC., a Maryland Corporation, with main office in Prince George's County, Maryland hereinafter called the grantor, pursuant to the provisions of Section 117A et. seq., of Article 21, Annotated Code of Maryland (1966 Replacement Volume, as the same may from time to time be amended); and

Pursuant to the Bayshore Condominium West, Inc., Master Deed dated March 1, 1969 and recorded April 23, 1969 in Liber 249 page 633 and more specifically said Master Deed recites as follows:

"Under Schedule "A" Page 641 to this Master Deed the following lots Two Hundred Seventy Two (272) thru Two Hundred Seventy Six (276) shall become and be thereafter part of this Master Deed", and; Schedule "B", Page 642. "It is herein noted that filing Amendment to Bayshore Condominium West the amendment shall become part of and incorporated into this Master Deed. More specifically Bayshore Condominium Central, and Bayshore Condominium East, shall be made a part hereof by amendment.

FIRST

The grantor pursuant to the authority hereinbefore stated does hereby expressly declare its desire to and does hereby submit the property herein below described to the regime established pursuant to said provisions, and there is hereby established a Horizontal Property Regime as therein

in the Master Deed Bayshore Condominium West, Inc., recorded in Liber 249 page 633 and Amendment of Master Deed recorded in Liber 253 page 493 among the Land Records of Worcester County, Maryland. The said Horizontal Property Regime is established with respect to the grantor's fee simple interest in and to the property located in the town of Ocean City in the Tenth Election District of Worcester County, Maryland, and more particularly described in Schedule "A" attached hereto and made a part hereof.

SECOND

This Condominium Project hereby established shall consist of the tract of land described in Schedule "A" with appurtenances hereinbefore mentioned and improvements thereto as per Schedule "B", attached hereto and made a part hereof. All of which improvements have been constructed or are in the process of construction, and are more fully described in the plats and plans attached hereto, filed among the Plat Records of Worcester County, Maryland, simultaneously with the recording of the Master Deed and as more particularly described in Schedule "B".

THIRD

The Condominium Units shall be known and designated by the number shown therefor on the Floor Plat (Sheet 2) filed herewith being Units 49 to 72. Each such unit shall consist of horizontal property extending from the ground level, which shall be at the elevation shown on Elevation Plat (Sheet 3), too, but not including the roof for the building, the Decks shown not being considered as roofs. Units from said ground floor level and up to the first floor level, as shown on Elevation Plat

(Sheet 3) each such unit shall consist of the area shown within its building as unshaded for such unit on the Floor Plat (Sheet 2). From the second floor level up to the Third Floor level, as shown on the said Elevation Plat, each such unit shall consist of the area shown within its building for such unit on the Second Floor Plan. From the third floor level up to but not including the roofs, at the elevation shown on said Elevation Plat, each such unit shall consist of the area shown within its building (including Deck) as unshaded for such unit on the Third Floor Plat (Sheet 2). Each unit shall include exclusive right to all space and facilities located within the area above described for such unit (except such elements or limited common elements) including but not limited to stairways, partitions, doors and windows and plumbing, heating, electric and other facilities located therein.

In addition to change said Amendment Master Deed of Bayshore Condominium West, Inc., Bayshore Condominium Central recorded in Liber 253 pages 493 as follows:

Item "third" list the units numbers as 1 to 24 "...being unit 1 to 24" this is an error. Said units number is herein amended and shall read units 25 to 48 pursuant to said master plats recorded in Plat Book Liber FWH No. 11, Folios 34, 35 and 36.

FOURTH

The value of the complete property, exclusive of the value of the furniture and furnishings, is hereby fixed solely for the purpose of allocating relative values to the respective condominium units in order to determine a percentage share of each unit in the expense of and right in the elements held in common. Said value is stated to be Two Hundred Forty Thousand Dollars (\$240,000.00) The respective values of the condominium units and the percentages representing such values, stated for the said purpose, are as follows:

"A"

FOURTH (Continued)

It is noted that the Bayshore Condominium Master Deed hereinbefore referred to, and amendments listed the value of the property fixed solely for the purpose of allocating relative values to the respective condominium units in order to determine a percentage share of each unit in the expense of and the right in the elements held in common applied solely to each building.

Now therefore this amendment fixes the value of this complete property as noted in Schedule A to this Amendment as follows:

The value of the complete property Amendments, exclusive of the value of the furniture and furnishings, is hereby fixed solely for the purpose of allocating relative values to the respective condominium units being 1 through 72 in order to determine a percentage share of each unit in the expense of the right in the elements held in common. Said value is stated to be Seven Hundred Twenty Thousand Dollars (\$720,000.00). The respective values of the condominium units and the percentages representing such values, stated for the said purpose, are as follows:

<u>Units</u>	<u>Value</u>	<u>Percentages</u>
1 through 72	each @ \$10,000.00	each @ 1.389 per cent

<u>UNIT NUMBERS</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
#49	\$10,000.00	4.167%
#50	\$10,000.00	4.167%
#51	\$10,000.00	4.167%
#52	\$10,000.00	4.167%
#53	\$10,000.00	4.167%
#54	\$10,000.00	4.167%
#55	\$10,000.00	4.167%
#56	\$10,000.00	4.167%
#57	\$10,000.00	4.167%
#58	\$10,000.00	4.167%
#59	\$10,000.00	4.167%
#60	\$10,000.00	4.167%
#61	\$10,000.00	4.167%
#62	\$10,000.00	4.167%
#63	\$10,000.00	4.167%
#64	\$10,000.00	4.167%
#65	\$10,000.00	4.167%
#66	\$10,000.00	4.167%
#67	\$10,000.00	4.167%
#68	\$10,000.00	4.167%
#69	\$10,000.00	4.167%
#70	\$10,000.00	4.167%
#71	\$10,000.00	4.167%
#72	\$10,000.00	4.167%
TOTAL	\$240,000.00	100.00%

FIFTH

All the terms and provisions of the Master Deed, Bayshore Condominium West, Inc., and any amendment thereto, are incorporated by reference hereinto this Amendment to Master Deed as hereinbefore stated except where said provisions are specifically herein enumerated in this Amendment to Master Deed, including, but not limited to, the "By-Laws" attaching to and made a part of the Bayshore Condominium Master Deed.

SIXTH

The Grantor hereby appoints Robert Wm. Carney, 8020 New Hampshire Avenue, Langley Park, Maryland, 20783, Prince George's County, Maryland, as resident agent for the condominium hereby created.

IN WITNESS WHEREOF, the Grantor has caused the within premises to be duly executed on its behalf and its seal hereunto affixed, the day and year first above written.

ELHARTS, INC.

By: David Strahle
DAVID STRAHLE

ATTEST:

Evelyn Strahle
EVELYN STRAHLE

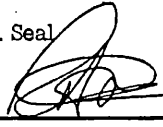
STATE OF MARYLAND

SS:

COUNTY OF WORCESTER

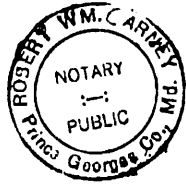
I HEREBY CERTIFY that on this 15th day of August, 1969 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared David Strahle President of ELHARTS, INC., personally known to me, who made oath that he is such President, and as such is authorized to make this acknowledgement, and he acknowledged the foregoing instrument to be the act and deed of the said body corporated.

WITNESS my hand and Notarial Seal



Notary Public

My Commission Expires: 7/1/70



SCHEDULE "A"

Lots numbered Two Hundred Seventy Five (275) Two Hundred Seventy Six (276) and Two Hundred Seventy Four (274) all in Block "AA" on a plat entitled "Addition A" Bayshore Estates" in Ocean City, Worcester County, Maryland. Made by George B. Croppe, R. P. E. and L. S. No. 248 which said plat is dated August 1966 and recorded among the Land Records of Worcester County, Maryland, September 1, 1966 in Plat Book EWR No. 1 folio 44. In addition and upon this amendment to this Master Deed the following lots Two Hundred Seventy Two thru Two Hundred Seventy Six (272 - 276) are incorporated into and made a part of this Master Deed.

Saving and excepting and reserving until Elharts, Inc., the right to construct boat slips beyond the bulkhead and attached said boat slips to the bulkhead noted on survey and plat attached to this Master Deed., said boat-slips to remain the exclusive ownership of ELHARTS, INC.

SCHEDULE "B"

BAYSHORE CONDOMINIUM EAST

THE PLAT PLANS consist of three sheets, designated as "Site Plan" and "Survey Plat" (Sheet #1), Floor Plan One, Two, Three, and Roof" (Sheet #2), and "Elevation Plan" (Sheet #3).

The building is constructed on creoseted pilings extending approximately two and one-half feet above ground level, at the top of which the building is located. The building consists of the first floor, second floor, third floor and a roof as shown on the master plats. The building contains Twenty-Four Units (24) and more particularly noted on "Floor Plan" (Sheet #2).

The dimensions, sizes, directions and elevations are noted on the Master Plats and are incorporated hereinto.

Each floor contains a utility room noted as per master plats.

At the first floor level each building shall have steps extending out from the building into the common area noted on "Site Plan". On the ground floor level there is a foundation for stairways as noted on Elevation Plan for stairways leading to the upper floors and a common wooden walkway on the south side of the building. In addition there are lighting facilities, and other appurtenant facilities.

BY LAWS OF
BAYSHORE CONDOMINIUM EAST
PLAN OF APARTMENT OWNERSHIP

SECTION 1: APARTMENT OWNERSHIP. The condominium located in the Town of Ocean City, in the Tenth Election District of Worcester County, Maryland known as the "BAYSHORE CONDOMINIUM EAST, is submitted to the provisions of Section 117A, et. seq., of article 21, of the Annotated Code of Maryland (1963 Cumulative supplement.) The administration thereof shall be by the Board of Director herein described, subject to the powers of the owners as herein specified.

SECTION 2: BY LAW APPLICABILITY. The provisions of these by laws are the BY-LAWS OF THE BAYSHORE CONDOMINIUM WEST, INC. as more fully set forth in said by-laws, Article One through Article X as recorded in Liber 249 Page 633 and more specifically pages 643 through 660 April 23, 1969 among the Land Records of Worcester County, Maryland. Said By-Laws are incorporated hereunto.

SECTION 3: The By-Laws hereinbefore stated are applicable except as hereinafter stated.

1. The Board of Directors shall choose a President from among the directors, and a Secretary and a Treasurer who need not be directors. The Board of Directors may also choose a Vice President, an Assistant Secretary and an Assistant Treasurer, none of whom need be a director. Any one of the above mentioned officers, except those of President and Vice President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument be required by statue, by the By-Laws, or by resolution of the Board of Directors to be executed, acknowledged or verified by any two or more officers.

2. Each building of the Bayshore Condominium shall have separate officers but shall have common directors. The officers must reside in the building which they are serving as an officer.

- 3. Each building shall maintain its own bank account.
- 4. The owners of units 49 thru 72 shall be entitled to hold a special meeting to be called by the present board of directors of the Bayshore Condominium for the following purposes.
 - a. To elect a minimum of one director, secretary and treasurer from among the units owners of their building.

COMPLIANCE

These By-Laws and the By-Laws stated under Section 2, above are set forth to comply with the requirements of Article 21, Section 117A, et. seq., of the Annotated Code of Maryland (1963 Cumulative Supplement). In case any of these by laws conflict with the provisions of said statute it is hereby agreed and accepted that the provisions of said statute will apply.

PLATS RECORDED IN PLOT BOOK LIBER F.W.H. NO. 12, FOLIOS 33, 34, & 35.

1969 Nov. 6 The foregoing Amendment of Master Deed
 for record and is accordingly recorded among the land records of
 Worcester County, Md., in Liber F.W.H. No. 268 folios 380,
 381, 382, 383, 384, Frank W. Walter, Clerk
 385, 386, 387, 388,
 389 & 390.

DELIVER TO ~~Shorefront Title Insurance Corp~~
P.O. Box 27527
Richmond Va. 23261

WV-1-73 B 22725 ****332 00

AMENDMENT OF MASTER DEED TO BAYSHORE CONDOMINIUM

MERGING

BAYSHORE CONDOMINIUM WEST, INC.

BAYSHORE CONDOMINIUM CENTRAL

BAYSHORE CONDOMINIUM EAST

This Agreement, made and entered into in Ocean City, Worcester County, Maryland, this 1st day of March, 1973, by and between all the Owners of title or titles to the Property of Bayshore Condominium, such Owners being hereinafter sometimes called "Grantors":

WITNESSETH THAT

Whereas, Bayshore Condominium was implemented in three phases consisting of the following:

1. Bayshore Condominium West, Inc., hereinafter called Bayshore West, Submitted to the provisions of Article 21, Sections 117A, et seq. of the Annotated Code of Maryland 1971 Cumulative Supplement hereinafter called the Horizontal Property Act, by Master Deed, hereinafter called Master Deed West, executed by Elharts, Inc., dated March 1, 1969 and recorded among the Land Records of Worcester County, Maryland in Liber 249, Page 633, thereby establishing a Horizontal Property Regime with respect to land particularly described in Paragraph 1 of Schedule A hereto attached and made a part hereof;

2. Bayshore Condominium Central hereinafter called Bayshore Central, submitted to the provisions of the Horizontal Property Act by Amendment of Master Deed West, hereinafter called Amendment Central, executed by Elharts, Inc., dated April 15, 1969 and recorded in Liber 253, Page 493, aforesaid Records, thereby submitting to the Regime that certain land more particularly described in Paragraph 2 of Schedule A, hereto attached;

3. Bayshore Condominium East, hereinafter called Bayshore East, submitted to the provisions of the Horizontal Property Act by Amendment of Master Deed West, hereinafter called Amendment East, executed by Elharts, Inc., dated April 15, 1969 and recorded in Liber 268, Page 380, aforesaid Records, thereby submitting to the Regime that certain property particularly described in Paragraph 3 of Schedule A, hereto attached;

Whereas, all of the Units in Bayshore West are listed in Schedule B, hereto attached and made a part hereof, together with (1) the present owner or owners of each Unit, (2) a reference to the place of record of the deed or deeds vesting title in such Unit Owner or Owners (Liber and Page, Land Records of Worcester County, Maryland), (3) the percentage of common elements assigned to each Unit by Master Deed West, the common elements being specifically identified in said Master Deed and (4) the value of each Unit, fixed solely for purposes of allocating relative values to the Units in order to determine the aforesaid share of the Common Elements assigned to each Unit and the percentage share of each Unit in the Common Expenses;

Whereas, all of the Units in Bayshore Central are listed in Schedule C, hereto attached and made a part hereof, together with (1) the present owner or owners of each Unit, (2) a reference to the place of record of the deed or deeds vesting title in such Unit Owner or Owners (Liber and Page, Land Records of Worcester County, Maryland), (3) the percentage of Common Elements assigned to each Unit by Amendment Central, the Common Elements being specifically identified in Master Deed West and Amendment Central and (4) the value of each Unit, fixed solely for the purpose of allocating relative values to the Units in order to determine the aforesaid percentage share of the Common Elements assigned to each Unit and the percentage share of each Unit in the Common Expenses;

Whereas, all of the Units in Bayshore East are listed in Schedule D, hereto attached and made a part hereof, together with (1) the present Owner or Owners of each Unit, (2) a reference to the place of record of the deed or deeds vesting title in such Unit Owner or Owners (Liber and Page, Land Records of Worcester County, Maryland) (3) the percentage of Common Elements assigned to each Unit by Amendment East,

the Common Elements being specifically identified in Master Deed West and Amendment East and (4) the value of each Unit, fixed solely for purposes of allocating relative values to the Units in order to determine the aforesaid percentage share of the Common Elements assigned to each Unit and the percentage share of each Unit in the Common Expenses;

Whereas, all of the aforesaid Owners of Units in Bayshore West, Bayshore Central and Bayshore East, as Grantors herein, desire to submit to the Horizontal Property Act, as one property, all of the properties described in Schedule A, hereto attached, adjust the assignment of percentage interests in the Common Elements as hereby reconstituted, among all the Units and owners thereof in accordance with the provisions of the Horizontal Property Act, and merge all said three phases of Bayshore Condominium into one Horizontal Property Regime governed by the provisions of Master Deed West, Amendment Central, Amendment East and the By-Laws appended to Master Deed West, as each of the same have been amended heretofore and as herein and hereafter amended.

Whereas, there appear in Schedule E, hereto attached, a list of all Units in Bayshore West, Bayshore Central and Bayshore East, a list of the names of all owners of record of security or beneficial interests in such Units, and the place (Liber and Page, Land Records of Worcester County, Maryland) where the said interests are evidenced of record, said Schedule E being attached hereto because said owners are desirous of joining in the execution of this Amendment for the purpose of perfecting the condominium instrumentation and their security or beneficial interests,

Whereas, while this Amendment is not designed or intended to effect any change in the ownership of Units within the Regime, and shall not do so, it is deemed desirable and necessary to clarify the language designating and describing the Condominium Units owned by Grantors:

NOW THEREFORE, Grantors hereby:

1. Declare their intention and desire to, and do hereby, submit, as one Condominium Property, all of the land described in Paragraphs 1, 2 and 3 of Schedule A hereto attached, together with all buildings, improvements, and structures thereon and all easements, rights and appurtenances thereto belonging, to a Regime as contemplated by the Horizontal Property Act, said Regime having been initially established by

the recordation of Master Deed West but hereafter to be subject to and governed by the provisions of Master Deed West, Amendment Central, Amendment East and the By-Laws appended to Master Deed West, as each of the same have been amended heretofore and as herein and hereafter amended.

2. Merge any Regime or Regimes which may have been created by Amendment Central and Amendment East with the Regime established by Master Deed West, the surviving Regime to be subject to and governed by the provisions of those documents referred to in Paragraph 1 above.

3. Delete Paragraph Third on Page 2 of Master Deed West, Paragraph Third on Page 2 of Amendment Central and Paragraph Third on Page 2 of Amendment East and substitute in lieu thereof in each such document, the following:

Each of the Condominium Units shall be known and designated by the number shown therefor on the First, Second and Third Floor Plans (Sheet 2). Each First and Second Floor Unit shall consist of a horizontal property extending from the floor at the elevation shown on the Elevation Plans (Sheet 3) to, but not including, the structural parts of the building supporting the floor above. Each Third Floor Unit shall consist of a horizontal property extending from the Third Floor of the building, which shall be at the elevation shown on the Elevation Plans (Sheet 3) to, but not including, the structural parts of the building supporting the roof of the building (excluding, however, the structural parts of the building supporting the Third Floor). Each Condominium Unit shall consist of the area shown unshaded as Condominium Unit Area for that Unit of the First, Second and Third Floor Plans (Sheet 2). Each Unit shall include exclusive right and title to all space and facilities located within the area above described for such unit (except such elements, as are hereinafter described as common elements), including but not limited to partitions, doors and windows, and plumbing, heating, electrical and other facilities located therein. To the extent that any Unit may encroach on or be encroached upon by any common area or other Unit, the encroachment shall be deemed to be mutual easements between the Units and/or area involved.

4. Amend Master Deed West by deleting in its entirety Paragraph Seventh on Page 6 and by substituting in lieu thereof the following:

SEVENTH

The value of the complete property, exclusive of the value of the furniture and furnishings, is hereby fixed solely for the purpose of allocating relative values to the respective condominium units in order to determine a percentage share of each unit in the expense of and right in the elements held in common. Said value is stated to be Two Hundred Forty Thousand Dollars (\$240,000.00). The respective values of the condominium units and the percentages representing such values, stated for the said purpose, are as follows:

<u>UNIT NUMBERS</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
#1	\$10,000.00	1.389%
#2	10,000.00	1.389%
#3	10,000.00	1.389%
#4	10,000.00	1.389%
#5	10,000.00	1.389%
#6	10,000.00	1.389%
#7	10,000.00	1.389%
#8	10,000.00	1.389%
#9	10,000.00	1.389%
#10	10,000.00	1.389%
#11	10,000.00	1.389%
#12	10,000.00	1.389%
#13	10,000.00	1.389%
#14	10,000.00	1.389%
#15	10,000.00	1.389%
#16	10,000.00	1.389%
#17	10,000.00	1.389%
#18	10,000.00	1.389%
#19	10,000.00	1.389%
#20	10,000.00	1.389%
#21	10,000.00	1.389%
#22	10,000.00	1.389%
#23	10,000.00	1.389%
#24	10,000.00	1.389%
TOTAL	\$240,000.00	

5. Amend Amendment Central by deleting in its entirety Paragraph Fourth on Pages 3 and 4 and by substituting in lieu thereof the following:

FOURTH

The value of the complete property, exclusive of the value of the furniture and furnishings, is hereby fixed solely for the purpose of allocating relative values to the respective condominium units in order to determine a percentage share of each unit in the expense of and right in the elements held in common. Said value is stated to be Two Hundred Forty Thousand Dollars (\$240,000.00). The respective values of the condominium units and the percentages representing such values, stated for the said purpose, are as follows:

<u>UNIT NUMBERS</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
#25	\$10,000.00	1.389%
#26	10,000.00	1.389%
#27	10,000.00	1.389%
#28	10,000.00	1.389%
#29	10,000.00	1.389%
#30	10,000.00	1.389%
#31	10,000.00	1.389%
#32	10,000.00	1.389%
#33	10,000.00	1.389%
#34	10,000.00	1.389%
#35	10,000.00	1.389%
#36	10,000.00	1.389%
#37	10,000.00	1.389%
#38	10,000.00	1.389%
#39	10,000.00	1.389%
#40	10,000.00	1.389%
#41	10,000.00	1.389%
#42	10,000.00	1.389%
#43	10,000.00	1.389%
#44	10,000.00	1.389%
#45	10,000.00	1.389%
#46	10,000.00	1.389%
#47	10,000.00	1.389%
#48	10,000.00	1.389%
TOTAL	\$240,000.00	

6. Amend Amendment East by deleting in its entirety Paragraph Fourth on Pages 3, 4 and 5 and by substituting in lieu thereof the following:

FOURTH

The value of the complete property, exclusive of the value of the furniture and furnishings, is hereby fixed solely for the purpose of allocating relative values to the respective condominium units in order to determine a percentage share of each unit in the expense of and right in the elements held in common. Said value is stated to be Two Hundred Forty Thousand Dollars (\$240,000.00). The respective values of the condominium units and the percentages representing such values, stated for the said purpose, are as follows:

<u>UNIT NUMBERS</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
#49	\$10,000.00	1.389%
#50	10,000.00	1.389%
#51	10,000.00	1.389%
#52	10,000.00	1.389%
#53	10,000.00	1.389%
#54	10,000.00	1.389%
#55	10,000.00	1.389%
#56	10,000.00	1.389%
#57	10,000.00	1.389%
#58	10,000.00	1.389%
#59	10,000.00	1.389%
#60	10,000.00	1.389%
#61	10,000.00	1.389%
#62	10,000.00	1.389%
#63	10,000.00	1.389%
#64	10,000.00	1.389%
#65	10,000.00	1.389%
#66	10,000.00	1.389%
#67	10,000.00	1.389%
#68	10,000.00	1.389%
#69	10,000.00	1.389%
#70	10,000.00	1.389%
#71	10,000.00	1.389%
#72	10,000.00	1.389%
TOTAL	\$240,000.00	

7. Agree between themselves and with the owners (identified in Exhibit E hereof attached) of all security or beneficial interests affecting Units in Bayshore Condominium, that the allocation of values to the Units and assignment to the Units of percentage interests in the common elements as set out in Paragraphs 4, 5 and 6 above shall have full force and effect, and by execution of this Amendment do hereby consent to

and confirm the same and to the end that every owner of a Unit in Bayshore Condominium shall be vested of record of a 1.389 percent interest in the common elements and each security or beneficial interest (deed of trust or mortgage) of record affecting a Unit or Units shall be corrected hereby to describe the Unit or Units presently covered, together with a 1.389 percent interest in the common elements appurtenant to each such Unit described therein, each party executing this Amendment, in consideration of the premises and for valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains and sells and releases to the other the day and year heretofore written such title interest or interests in the common elements as will be required to conform record title in the respective parties hereto to the assignment of percentage interests as set out in aforesaid Paragraphs 4, 5 and 6, namely 1.389 percent appurtenant to each Unit.

8. Delete any provisions of Master Deed West, Amendment Central and Amendment East which are inconsistent or in conflict with the provisions of this Amendment.

9. Section 1, Article V of the By-Laws appended to Master Deed West is hereby amended by adding thereto the following:

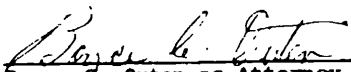
There shall be no declaration in trust for the enforcement of the lien for common expenses.

10. The Regime surviving the Merger of Bayshore Condominium West, Inc., Bayshore Condominium Central and Bayshore Condominium East shall continue to be known as Bayshore Condominium.

IN WITNESS WHEREOF, the undersigned Grantors and the Owners of all security and beneficial interests have duly executed these presents and affixed their respective seals, the day and year above written.

#66 <u>Dominic Sorrentine</u> (SEAL)	#72 <u>Donald W. Marks</u> (SEAL)
Dominic Sorrentine	Donald W. Marks
#40 <u>Alexander Korn</u> (SEAL)	<u>Mary Ann Marks</u> (SEAL)
Alexander Korn	Mary Ann Marks
#40 <u>Charlotte Korn</u> (SEAL)	#55 <u>Cathryn Robinson</u> (SEAL)
Charlotte Korn	Cathryn Robinson
#63 <u>Joseph L. Butera</u> (SEAL)	#57 <u>John L. Robinson</u> (SEAL)
Joseph L. Butera	John L. Robinson
#64 <u>Rose C. Butera</u> (SEAL)	#43 <u>William Edwin Mould</u> (SEAL)
Rose C. Butera	William Edwin Mould

- #43 Kathleen S. Mould (SEAL) #27 Rocco Navarro (SEAL)
Kathleen S. Mould Rocco Navarro
- #29 Donald F. Wallace (SEAL) #37 Jean E. Navarro (SEAL)
Donald F. Wallace Jean E. Navarro
- #28 Royce T. Wallace (SEAL) #32 Wilfred R. Dagan (SEAL)
Royce T. Wallace Wilfred R. Dagan
- #69 John C. Dalrymple (SEAL) #32 Margaret E. Dagan (SEAL)
John C. Dalrymple Margaret E. Dagan
- #69 Dorothy B. Dalrymple (SEAL) #46 F. Gladys Maxwell (SEAL)
Dorothy B. Dalrymple F. Gladys Maxwell
- #23 George W. Usher (SEAL) #71 James H. Williams (SEAL)
George W. Usher James H. Williams
- #6 Louis N. Teitelbaum, Trustee (SEAL) #71 Hope A. Williams (SEAL)
Louis N. Teitelbaum, Trustee Hope A. Williams
- #65 Augustin M. Prentiss, Jr. (SEAL) #58 Mollie Katz (SEAL)
Augustin M. Prentiss, Jr. Mollie Katz
- #41 Frans Nauta (SEAL) #58 Harry Katz (SEAL)
Frans Nauta Harry Katz
- #52 Robert E. Martin (SEAL) #78 William Galbraith (SEAL)
Robert E. Martin William Galbraith
- #52 Nettie L. Martin (SEAL) #70 Dean R. Merrill (SEAL)
Nettie L. Martin Dean R. Merrill
- #59 Marcia J. Soslan (SEAL) #21 Arthur V. King (SEAL)
Marcia J. Soslan Arthur V. King
- #59 Arthur B. Soslan (SEAL) #66 John G. Johnson (SEAL)
Arthur B. Soslan John G. Johnson
- #21 Edward E. Stilfield (SEAL) #19 John G. Johnson (SEAL)
Edward E. Stilfield John G. Johnson
- #21 Mildred E. Stilfield (SEAL) 39 Robert H. Evans (SEAL)
Mildred E. Stilfield Robert H. Evans
- #67 George L. Hooper (SEAL) #8 Gordon A. Melville (SEAL)
George L. Hooper Gordon A. Melville
- #67 Francis B. Kolvenschlag (SEAL) #8 Roberta P. Melville (SEAL)
Francis B. Kolvenschlag Roberta P. Melville
- #60 Joseph M. Cacciatore (SEAL) 57 John W. Gortner (SEAL)
Joseph M. Cacciatore John W. Gortner
- #60 Ann M. Cacciatore (SEAL) # John W. Gortner (SEAL)
Ann M. Cacciatore John W. Gortner
- #28 Walter R. Catanzarita (SEAL) 57 Sara K. Gortner (SEAL)
Walter R. Catanzarita Sara K. Gortner
- #28 Grace L. Catanzarita (SEAL) _____ (SEAL)
Grace L. Catanzarita _____ (SEAL)
- #82 Charles H. Nobs (SEAL) _____ (SEAL)
Charles H. Nobs _____ (SEAL)
- #15 Shirley Shanahan (SEAL) _____ (SEAL)
Shirley Shanahan _____ (SEAL)


Boyce G. Outen as Attorney-in-Fact
for the following:

Dayle Janice Whipple (Daughter and Devisee of Adrian H. Williams, deceased)	Elizabeth Wilkinson
Beverly Jean Humphreys (Daughter and Devisee of Adrian H. Williams, deceased)	Anthony J. Sowa & Angelita Sowa
Carole Joan Pumphrey (Daughter and Devisee of Adrian H. Williams, deceased)	Thomas S. Falatko & Arbutus B. Falatko
Anthony F. Calapristi	Sheridan T. Maitland & Ruth E. Maitland
Harold G. Whitman & Nona P. Whitman	Alexander Lewis & Marie Lewis
Newell N. Langford & Patricia J. Langford	Samuel P. Goodhand & Dorothy F. Goodhand
Michael & Doris Kostishak	Mervyn L. Andrews, Jr. & Ruth B. Andrews
Oliver T. Champagny & Monica R. Champagny	Norman Davis & Evelyn E. Davis
Edward W. Rebard	Cornelia L. Hooper
John M. McKinley & Joanne S. McKinley	Kermit H. Rosenberg & Betty J. Rosenberg
Norman Kenneth Walker & Mildred Walker	Eleanor M. Merrill
Herbert E. Pierpan	Irene S. Galbraith & William H. Galbraith, Jr.
William M. Lockwood & Harry M. Craig	Harry L. McGehee & Diana E. McGehee
Phyllis J. Stilfield	
Barbara A. Usher	
Wilma R. King	
Carlos J. Ricketson & Mary L. Ricketson	
Carlos C. Sera & Rina Sera	
Alfonse F. Simeone & Jeannie P. Simeone	
Rodney Doyle Opitz (Son and Devisee of Donald P. Opitz, deceased)	
Jewell E. Wingfield & Barbara Ann Wingfield	
Joseph S. Crupi & Santa P. Crupi	
Julian F. Granger & Alice C. Granger	
Patrick O. Gates	
Robert E. Parsons & Beverly Parsons	
Elmer K. Hume & Margaretta D. Hume	
Frederick B. Price	
Roland H. Boehm & Alma S. Boehm	
James B. Olsen & Veronica W. Olsen	

ATTEST:

Evelyn C. Strohle
Evelyn C. Strohle

ATTEST:

Barbara C. Slayton
Secretary
Barbara C. Slayton

ATTEST:

Regina A. Lee
Regina A. Lee

PRINCEMONT MORTGAGE COMPANY INC.

BY

Robert Wm. Carney
Robert Wm. Carney

COLUMBIA BANK & TRUST CO.

BY

C. Mason Dunham
SR. Vice President
C. Mason Dunham

MERRITT SAVINGS & LOAN, INC.

BY

Bertram Ney
VICE PRESIDENT
Bertram Ney



STATE OF VIRGINIA
CITY OF RICHMOND

On this the 20th day of April, 1973, before me, Judith H. Thompson, the undersigned officer, personally appeared Boyce C. Outen, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact for

Dayle Janice Whipple (Daughter and
Devisee of Adrian H. Williams,
deceased)

Beverly Jean Humphreys (Daughter and
Devisee of Adrian H. Williams,
deceased)

Carole Joan Pumphrey (Daughter and
Devisee of Adrian H. Williams,
deceased)

Anthony F. Calapristi

Harold G. Whitman & Nona P. Whitman

Newell H. Langford & Patricia J. Langford

Michael & Doris Kostishak

Oliver T. Champagny & Monica R. Champagny

Edward W. Rebard

John M. McKinley & Joanne S. McKinley

Norman Kenneth Walker & Mildred Walker

Herbert E. Pierpan

William M. Lockwood & Harry M. Craig

Phyllis J. Stilfield

Barbara A. Usher

Wilma R. King

Carlos J. Ricketson & Mary L. Ricketson

Carlos C. Sera & Rina Sera

Alfonse F. Simeone & Jeannie P. Simeone

Irene S. Galbraith & William H.
Galbraith, Jr.

Harry L. McGehee & Diana E. McGehee

Rodney Doyle Opitz (Son and Devisee of
Donald P. Opitz, deceased)

Jewell E. Wingfield & Barbara Ann Wingfield

Joseph S. Crupi & Santa P. Crupi

Julian F. Granger & Alice C. Granger

Patrick O. Gates

Robert E. Parsons & Beverly Parsons

Elmer K. Hume & Margaretta D. Hume

Frederick B. Price

Roland H. Boehm & Alma S. Boehm

James B. Olsen & Veronica W. Olsen

Elizabeth Wilkinson

Anthony J. Sowa & Angelita Sowa

Thomas S. Falatko & Arbutus B.
Falatko

Sheridan T. Maitland & Ruth E.
Maitland

Alexander Lewis & Marie Lewin

Samuel P. Goodhand & Dorothy F.
Goodhand

Mervyn L. Andrews, Jr. & Ruth B.
Andrews

Norman Davis & Evelyn E. Davis


Cornelia L. Hooper

Kermit H. Rosenberg & Betty J.
Rosenberg

Eleanor M. Merrill

and acknowledged that he executed the same as the act of his principals for the purposes therein contained.

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


Notary Public
Judith H. Thompson

My Commission expires: January 26, 1975

STATE OF MARYLAND
 COUNTY OF

On this the 1st day of March, 1973, before me BERNARD
E. ROACHE, the undersigned officer, personally appeared the
 following persons:

<u>Dominic Sorrentine</u>	<u>Nettie L. Martin</u>
<u>Alexander Korn</u>	<u>Marcia J. Sosslan</u>
<u>Charlotte Korn</u>	<u>Arthur B. Sosslan</u>
<u>Joseph L. Butera</u>	<u>Edward E. Stilfield</u>
<u>Rose C. Butera</u>	<u>Mildred E. Stilfield</u>
<u>Donald W. Marks</u>	<u>George L. Hooper</u>
<u>Mary Ann Marks</u>	<u>Francis B. Kolbenschlag</u>
<u>Cathryn Robinson</u>	<u>Joseph M. Cacciatore</u>
<u>John L. Robinson</u>	<u>Ann M. Cacciatore</u>
<u>William Edwin Mould</u>	<u>Walter R. Catanzarita</u>
<u>Kathleen S. Mould</u>	<u>Grace L. Catanzarita</u>
<u>Donald F. Wallace</u>	<u>Charles H. Nobs</u>
<u>Royce T. Wallace</u>	<u>Shirley Shanahan</u>
<u>John C. Dalrymple</u>	<u>Rocco Navarro</u>
<u>Dorothea B. Dalrymple</u>	<u>Jean E. Navarro</u>
<u>George W. Usher</u>	<u>Wilfred R. Dagan</u>
<u>Louis N. Teitelbaum, Trustee</u>	<u>Margaret E. Dagan</u>
<u>Augustin M. Prentiss, Jr.</u>	<u>F. Gladys Maxwell</u>
<u>Frans Nauta</u>	<u>James H. Williams</u>
<u>Robert E. Martin</u>	<u>Hope A. Williams</u>

Mollie Katz

Harry Katz

William Galbraith

Dean R. Merrill

Arthur V. King

John G. Johnson

John G. Johnson

Robert H. Evans

Gordon A. Melville

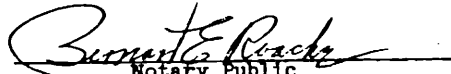
Roberta P. Melville

John W. Gortner

Sara K. Gortner

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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


Notary Public
Bernard E. Roache

My Commission expires: 7-1-74



STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S

On this the 12th day of March, 1973, before me,

Bertha M. Bartol, the undersigned officer, personally appeared Robert W. Carney, who acknowledged himself to be the President of Permanent Mortgage Company, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

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

Bertha M. Bartol
Bertha M. Bartol
Notary Public
Title of officer

My commission expires: 7/1/74

STATE OF Maryland
COUNTY OF Baltimore

On this the 14th day of March, 1973, before me,

Carolyn C. Nelson, the undersigned officer, personally appeared Bertrand Mey, who acknowledged himself to be the Vice President of Merrill Lynch & Co., Inc., a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

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

Carolyn C. Nelson
Carolyn C. Nelson
Notary Public
Title of officer



STATE OF Maryland
COUNTY OF Harward

On this the 10 day of March, 1973, before me,
Sandra D. Leland, the undersigned officer, personally appeared
C. Mace Durdan, who acknowledged himself to be the
Sr Vice President of Chumisin Bank Trust Co., a corporation,
and that he, as such Sr Vice President, being authorized so to do,
executed the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by himself as Sr Vice President.

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

Sandra D. Leland
Sandra D. Leland
Notary Public
Title of officer

STATE OF _____
COUNTY OF _____

On this the _____ day of _____, 19____, before me,
_____, the undersigned officer, personally appeared
_____, who acknowledged himself to be the
_____ of _____, a corporation,
and that he, as such _____, being authorized so to do,
executed the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by himself as _____.

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

Title of Officer

SCHEDULE "A"

1. Lots numbered Two Hundred Seventy (270) Two Hundred Seventy One (271) all in Block "AA" on a plat entitled "Addition A" Bayshore Estates" in Ocean City, Worcester County, Maryland. Made by George B. Croppe R.P.E., and L. S. No. 248 which said plat is dated August 1966, and recorded among the Land Records for Worcester County, Maryland September 1, 1966 in Plat Book EWR No. 1 folio 44.

2. Lots numbered Two Hundred Seventy Two (272) Two Hundred Seventy Three (273) and Two Hundred Seventy Four (274) all in Block "AA" on a plat entitled "Addition A" Bayshore Estates" in Ocean City, Worcester County, Maryland. Made by George B. Croppe, R.P.E. and L. S. No. 248 which said plat is dated August 1966 and recorded among the Land Records of Worcester County, Maryland, September 1, 1966 in Plat Book EWR No. 1 folio 44.

3. Lots numbered Two Hundred Seventy Five (275) Two Hundred Seventy Six (276) and Two Hundred Seventy Four (274) all in Block "AA" on a plat entitled "Addition A" Bayshore Estates" in Ocean City, Worcester County, Maryland. Made by George B. Croppe, R.P.E. and L. S. No. 248 which said plat is dated August 1966 and recorded among the Land Records of Worcester County, Maryland, September 1, 1966 in Plat Book EWR No. 1 folio 44.

NOTE: In Amendment East Lot 274 is incorporated in the property submitted thereby although previously included in the property submitted by Amendment Central, but the later submission shall be deemed to be in error and in any event corrected by the provisions of Paragraph 1 on Page 3 of this Amendment.

NOTE: The above described lots, together with all improvements thereon, are shown on plans which were attached to Master Deed West, Amendment Central and Amendment East. Those plans are duly certified as required by the Horizontal Property Act by certificate hereto attached and made a part hereof.

ENGINEER'S CERTIFICATE

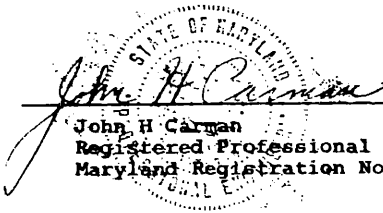
I hereby certify, as best can be determined from a careful review of the plats referenced below and an external on site visit made April 23, 1973, that the Plats of Bay Shore Condominium, consisting of three sheets entitled Bay Shore Condominium West, dated February, 1969 and recorded in Plat Book 11, Pages 15 through 17; and three sheets entitled Bay Shore Condominium Central, dated April 1969 and recorded in Plat Book 11, Pages 34 through 36; and three sheets entitled Bay Shore Condominium East, dated September, 1969 and recorded in Plat Book 12, Pages 33 through 35; are correct, that they evidence all the buildings located on Lots 270 to 276, inclusive, in Block "A-A" as shown on Plat of Subdivision entitled " 'Addition A' to Bay Shore Estates" in Ocean City, Maryland, made by George B. Cropper, R.P.E. and L.S., and recorded in Plat Book E.W.R. 1, Folio 44, Worcester County, Maryland and that said Plats are in accordance with pertinent requirements of Section 117A et seq., of Article 21, Annotated Code of Maryland (1966 Replacement Volume).

The location and dimensions of all existing improvements were carefully established by accurate field surveys prior to the time the above referenced plats were recorded, as certified on the plats by Joseph C. Rodgers, Registered Land Surveyor, and that unless otherwise shown there were no visible encroachments, except that no representations were made as to underground or overhead utility lines.

I further certify, as best can be determined from an external on site visit made April 23, 1973, without field measurements, that the building locations and dimensions as shown on the recorded plats are correct and that unless otherwise shown on the aforesaid plats there are no visible encroachments, except that no representation is made as to underground or overhead utility lines.

The elevations of the first floor as established from local monuments and related to the datum of mean high tide for the Isle of Wight Bay are as follows:

Bay Shore Condominium West-----	6.1 feet
Bay Shore Condominium Central-----	6.2 feet
Bay Shore Condominium East-----	6.2 feet


John H. Carman
Registered Professional Engineer
Maryland Registration No. 8390

ALL INSTRUMENTS PREPARED BY THE INITIALS F.W.H.

SCHEDULE "B"

UNIT NO.	PRESENT OWNER(S)	LIBER-PAGE	PERCENTAGE INTEREST IN COMMON ELEMENTS	UNIT VALUE
1	Adrian H. Williams	250-1	4.167%	\$10,000.00
2	Anthony Calapristi	250-2	"	\$10,000.00
3	Anthony Calapristi	250-2	"	\$10,000.00
4	Anthony Calapristi	250-2	"	\$10,000.00
5	Anthony Calapristi	250-2	"	\$10,000.00
6	Lou's N. Teitelbaum, Trustee of The Teitelbaum Trust DTD 12-29-66 and American National Bank	257-21	"	\$10,000.00
7	Harold G. Whitman & Norma P. Whitman - T/E	250-9	"	\$10,000.00
8	Gordon A. Melville & Roberta P. Melville - T/E	269-358	"	\$10,000.00
9	Neill N. Langford & Patricia J. Langford	254-448	"	\$10,000.00
10	Michael Kostishak & Doris Kostishak	287-75	"	\$10,000.00
11	Gary C. Librick & Helen M. Librick Frank Librick & Vincenza Librick	350-693	"	\$10,000.00
12	Cliver T. Champagny & Monica R. Champagny	250-30	"	\$10,000.00
13	Edward Fedard	250-37	"	\$10,000.00
14	Francis T. Williamson	250-51	"	\$10,000.00

SCHEDULE "B" (CONTINUED)

UNIT NO.	PRESENT OWNER(S)	LIBER-PAGE	PERCENTAGE INTEREST IN COMMON ELEMENTS	UNIT VALUE
15	Shirley Shanahan	250-58	"	\$10,000.00
16	John M. McKinley & Joanne S. McKinley	268-438	"	\$10,000.00
17	Norran K. Walker & Mildred M. Walker	298-105	"	\$10,000.00
18	Herbert E. Pletzan	250-65	"	\$10,000.00
19	John O. Johnson	250-72	"	\$10,000.00
20	Harry M. Craig & William M. Lockwood	250-103	"	\$10,000.00
21	Edward E. Stillfield & Mildred E. Stillfield	250-79	"	\$10,000.00
22	Phyllis Stillfield	250-44	"	\$10,000.00
23	George W. Usher & Barbara A. Usher	250-86	"	\$10,000.00
24	Arthur V. King & Wilma R. King	270-15	"	\$10,000.00

SCHEDULE "C"

LOT NO.	PRESENT OWNER(S)	LIBER-PAGE	PERCENTAGE INTEREST IN COMMON ELEMENTS	UNIT VALUE
25	Carlos J. Ricketson & Mary L. Ricketson	254-417	"	\$10,000.00
26	Carlos C. Sera & Rina Sera	254-348	"	\$10,000.00
27	Rocco Navarro & Jean E. Navarro	254-426	"	\$10,000.00
28	Walter R. Catanzarita & Grace L. Catanzarita	254-343	"	\$10,000.00
29	Alfonse F. Simeone & Jeannie P. Simeone	261-225	"	\$10,000.00
30	Donald F. Wallace & Royce T. Wallace	303-479	"	\$10,000.00
31	Donald P. Opitz	303-479	"	\$10,000.00
32	Jewell E. Wingfield & Barbara Ann Wingfield	254-338	"	\$10,000.00
33	Wilfred R. Dagan & Margaret E. Dagan	254-403	"	\$10,000.00
34	Joseph S. Crupi & Santa P. Crupi	254-431	"	\$10,000.00
35	Julian Granger & Alice O. Granger	254-377	"	\$10,000.00
36	Patrick O. Gates	254-365	"	\$10,000.00
37	Robert E. Parsons & Beverly Parsons	254-384	"	\$10,000.00
38	Elmer K. Hume & Margareta Hume	254-372	"	\$10,000.00

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SCHEDULE "G" (CONTINUED)

UNIT NO.	PRESENT OWNER(S)	LIBER-PAGE	PERCENTAGE INTEREST IN COMMON ELEMENTS	LIBER VALUE
38	Frederick B. Price	352-496	"	\$10,000.00
39	Robert H. Evans	254-425	"	\$10,000.00
40	Alexander Korn & Charlotte Korn	254-391	"	\$10,000.00
41	Frans Nauta	254-358	"	\$10,000.00
42	Roland H. Boehm & Alma S. Boehm	257-22	"	\$10,000.00
43	William Edwin Mould & Kathleen S. Mould	336-294	"	\$10,000.00
44	James B. Olsen & Veronica W. Olsen Elizabeth A. Wilkinson	254-441	"	\$10,000.00
45	Frederick B. Price	304-637	"	\$10,000.00
46	F. Gladys Maxwell	254-353	"	\$10,000.00
47	Anthony J. Bova & Angelita C. Bova	314-51	"	\$10,000.00
48	William Galbraith & Irene S. Galbraith	254-424	"	\$10,000.00

SCHEDULE "D"

UNIT NO.	PRESENT OWNER(S)	LIBER-PAGE	PERCENTAGE INTEREST IN COMMON ELEMENTS	UNIT VALUE
49	Thomas S. Falatko & Arbutus B. Falatko	286-222	"	\$10,000.00
50	Sheridan T. Matland & Ruth E. Matland	268-426	"	\$10,000.00
51	Alexander Levin & Marie Levin	284-310	"	\$10,000.00
52	Robert E. Martin & Nettie L. Martin	268-442	"	\$10,000.00
53	Samuel P. Goodhand & Dorothy F. Goodhand	268-401	"	\$10,000.00
54	Wynyn L. Andrews, Jr. & Ruth B. Andrews	268-517	"	\$10,000.00
55	John L. Robinson & Cathryn Robinson	268-421	"	\$10,000.00
56	Norman Davis & Evelyn F. Davis	303-480	"	\$10,000.00
57	John W. Gortner & Sara K. Gortner	298-104	"	\$10,000.00
58	Harry Katz & Mollie Katz	268-406	"	\$10,000.00
59	Arthur P. Sossiam & Marcia J. Sossiam	268-411	"	\$10,000.00
60	Joseph W. Caeciatore & Ann M. Caeciatore	268-416	"	\$10,000.00
61	Samuel P. Goodhand & Dorothy F. Goodhand	268-401	"	\$10,000.00

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SCHEDULE "U" (CONTINUED)

UNIT NO.	PRESENT OWNER(S)	LIBER PAGE	PERCENTAGE INTEREST IN COMMON ELEMENTS	UNIT VALUE
62	Elizabeth P. Nobs & Charles H. Nobs	268-441	"	\$10,000.00
63	Rose C. Butera & Joseph L. Butera	331-469	"	\$10,000.00
64	Joseph L. Butera & Rose C. Butera	268-391	"	\$10,000.00
65	Augustin M. Prentiss, Jr.	339-191	"	\$10,000.00
66	John G. Johnson & Dominic Sorrentino	272-521	"	\$10,000.00
67	George L. Hooper & Cornelia L. Hooper	337-661	"	\$10,000.00
68	Kermit H. Rosenberg & Betty J. Rosenberg	280-164	"	\$10,000.00
69	John C. Dalrymple & Dorothea B. Dalrymple	273-515	"	\$10,000.00
70	Dean R. Merrill & Eleanor M. Merrill	272-422	"	\$10,000.00
71	James H. Williams & Hope A. Williams	280-10	"	\$10,000.00
72	Donald W. Marks & Mary Ann Marks	268-431	"	\$10,000.00

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P REPRESENTS PRINCEMONT MORTGAGE COMPANY, INC.
 SCHEDULE "E"

UNIT NO.	RECORD OWNER OF SECURITY OR BENEFICIAL INTERESTS	LIBER-PAGE
1	NONE	
2	NONE	
3	P for both	250-3 250-7
4	NONE	
5	NONE	
6	NONE	
7	P for both	250-10 250-14
8	NONE	
9	P	254-449
	(Rerecording)	301-517
10	P for both	250-17 250-21
11	P	250-24
	P	250-28
	Columbia Bank & Trust Co.	350-695
12	P for both	250-31 250-35
13	P for both	250-38 250-42
14	P for both	250-52 250-56
15	P for both	250-59 250-63
16	Irene S. Galbraith & William H. Galbraith	268-439
17	P for all	250-99 298-106 337-163
18	P for both	250-66 250-70
19	P for both	250-73 250-77
20	NONE	
21	P for both	250-80 250-84
22	P for both	250-45 250-49
23	P for both	250-87 250-91
24	P	250-94
	Harry L. & Diane E. McGehee	270-16

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 SCHEDULE "E" (CONTINUED)

UNIT NO.	RECORD OWNER OF SECURITY OR BENEFICIAL INTERESTS	LIBER-PAGE
25	P for both	254-418 254-422
26	P	254-349
27	P	254-427
28	P	254-344
29	P	261-226
30	P	254-399
31	P	254-339
32	P for both	254-404 254-408
33	P	254-432
34	P for both	254-382 254-378
35	P for both	254-366 254-370
36	P for both	254-385 254-389
37	P	254-373
38	P for both	254-411 254-415
39	NONE	
40	P for both	254-392 254-396
41	P for both	254-359 254-363
42	P Harry L. & Diane E. McGehee	257-23 257-27
43	P	254-334
44	P for both	254-442 254-446
45	P	254-437
46	P	254-354 (Rerecording) 301-513
47	Merritt Savings & Loan, Inc.	314-52
48	NONE	

LIBER 394 PAGE 502
 SCHEDULE E (CONTINUED)

UNIT NO.	RECORD OWNER OF SECURITY OR BENEFICIAL INTERESTS	LIBER-PAGE
49	P (Rerecording)	286-223 301-509
50	P	268-427
51	P (Rerecording)	284-311 301-505
52	P	268-443
53	NONE	
54	P for both	268-518 268-522
55	P	268-422
56	Merritt Savings & Loan, Inc.	303-481
57	NONE	
58	P	268-407
59	P	268-412
60	P	268-417
61	P	268-402
62	NONE	
63	P	268-397
64	P	268-392
65	P Harry L. & Diane E. McGehee	286-228 339-192
66	P for both	272-522 272-526
67	P Harry L. & Diane McGehee	272-87 280-8
68	Lloyd & Margaret Johnson P	337-662 268-451
69	P	273-516
70	P	272-423
71	P for both	280-11 280-15
72	P for both	268-432 268-436

1973 May 1 The foregoing Amendment filed

for record and is accordingly recorded among the land records of Worcester County, Md.,

WO CIRCUIT COURT (Land Records) MSA GE 31-641 FWH 364 0502. Printed 01/11/2011. Online 08/09/2003

In Liber F.W.H. No. 394 Folios 475

476-502. FRANK W. HALES Clerk

CERTIFICATE OF AMENDMENT OF BYLAWS
OF
BAYSHORE CONDOMINIUM ASSOCIATION

This is to certify that, by affirmative vote of Unit Owners representing at least 66 2/3% of the voting interest of Bayshore Condominium Council of Unit Owners, at a meeting of the council commenced on November 8, 2008, duly called for such purpose, the Bylaws of Bayshore Condominium, which said Bylaws are recorded among the Land Records of Worcester County, Maryland, in Liber 1069, page 524, *et seq.*, were amended as attached hereto and made a part hereof.

The undersigned President and Secretary-Treasurer of Bayshore Condominium Council of Unit Owners hereby certify, under the penalties of perjury, that the Amendment is the act and deed of the Council, that the Amended Bylaws were approved by the aforesaid required number of votes at a meeting duly called for said purpose, that they were present and counted the votes at said meeting, and that they have signed this Certificate on behalf of the Council.

ATTEST:

Katherine J. Jones
Katherine J. Jones, Secretary-Treasurer

BAYSHORE CONDOMINIUM
COUNCIL OF UNIT OWNERS
By: *Dan Dobrykowski*
Dan Dobrykowski, President

After
recording
return to:

LAW OFFICES
AYRES, JENKINS,
GORDY & ALMAND, P.A.
SUITE 200
6200 COASTAL HIGHWAY
OCEAN CITY, MD 21842

Date: 12/29/08

CLERK'S NOTATION
Document submitted for
record in a condition not
permitting satisfactory
photographic reproduction.

IMP. FD. SURE \$	20.00
RECORDING FEE	75.00
TOTAL	95.00
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SVH 5347	BLK # 158
Jan 06, 2009	04:00 PM

FILED

2009 JAN -6 P 3:54

STEPHEN V. HALES
CLK. CT. CT.

AMENDED BY-LAWS
OF
BAYSHORE CONDOMINIUM

ARTICLE I

Section 1. Name and Location. The name of this unincorporated association is Bayshore Condominium Council of Unit Owners, and it is sometimes referred to as "Council" or "Association" in this document. Its principal office is located at 504 Robin Drive, Ocean City, Maryland 21842, which is also its mailing address.

ARTICLE II

Definitions

Section 1. Declaration. "Declaration" as used herein means those Master Deeds creating Bayshore Condominium West, Bayshore Condominium Central and Bayshore Condominium East as recorded among the land records of Worcester County, Maryland, and as amended pursuant to Title 11 of the Real Property Article of the Annotated Code of Maryland (known as the Maryland Condominium Act and hereinafter referred to as "the Act") by which certain described premises (including land) are submitted to a condominium property regime.

Section 2. Condominium. "Condominium" or "Condominium Project" or similar descriptive words shall refer to and include Bayshore Condominium West, Central and East, all of which shall be governed by these By-Laws.

Section 3. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended all other terms used herein shall have the definition in the Declaration or in the Act.

ARTICLE III

Membership

Section 1. Members. Every person, group of persons, corporation, trust or other legal entity, or any combination thereof, which owns a condominium unit within the condominium project shall be a member of the Association provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of any obligation shall not be a member.

Section 2. Roster. The Association shall maintain a current roster of names and addresses of each unit owner. It shall be the duty of each unit owner to provide this information to the

LAW OFFICES

AYRES, JENKINS,
GORDY & ALMAND, P.A.

SUITE 200
6200 COASTAL HIGHWAY
OCEAN CITY, MD 21842

Association, and no unit owner may vote at a meeting of the Council of Unit Owners until such information is provided.

Section 3. Membership Certificates. In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state the Association is organized under the laws of the State of Maryland, the name of the registered holder or holders of the membership represented thereby; and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the condominium unit to which such membership is appurtenant. Membership is not otherwise transferrable. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary.

Section 4. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Association and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Association a bond in such sum as the Board of Directors may require as an indemnity against any claim that may be made against the Association.

Section 5. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, each member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the members an amount equal to that proportion of such assets which his percentage interest of ownership bears to all percentage interests.

ARTICLE IV

Meeting of Members

Section 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The annual meetings of the members of the Association shall be held each year on a Saturday in September or October selected by the Board of Directors. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Article V of these By-Laws. The members may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty five percent (25%) of the total value of the project having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of members representing a majority of the percentage interest, present either in person or by proxy.

Section 4. Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or if no address appears, at his last known place of address, at least ten (10) but not more than ninety (90) days prior to such meeting. Service may also be accomplished by the delivery of such notice to the member in person or the mailing address given to the Association by the owners. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of members representing at least twenty-five percent (25%) of the total votes shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than fifteen (15) days from the time the original meeting was called, upon proper notice to all members.

Section 7. Voting. At any meeting of the members, each unit owner shall have the right, on each question, to cast one vote. The vote of the members representing at least fifty-one percent (51%) of the votes, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute, or the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors if the Council of Unit Owners has recorded a lien for non-payment of condominium fees or assessments against that owner's unit, and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 8. Elections.

(a) A unit owner may nominate himself or any other unit owner to be an officer or member of the Board of Directors. A call for nominations shall be sent to all unit owners not less than 45 days before notice of an election is sent. Only nominations made at least fifteen (15) days before notice of an election shall be listed on the election ballot. Candidates shall be listed on the Ballot in alphabetical order, with no indicated candidate preference. Nomination may be made from the floor at the meeting at which the election to the Board is held.

(b) Election materials prepared with funds of the Council of Unit Owners shall list candidates in alphabetical order and may not indicate a candidate preference.

Section 9. Proxies. A member may appoint any person as his proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors by the appointed time of each meeting. A proxy who is not appointed to vote as directed may be used for purposes of meeting quorums and to vote for matters of business before the Council of Unit Owners, other than an election of officers and members of the Board of Directors. Only a unit owner voting in person or a proxy voting for candidates designated by a unit owner may vote for officers and members of the Board of Directors. Unless limited by its terms, or granted to a lessee or mortgagee, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or for a period of one hundred eighty (180) days, whichever shall first occur.

Section 10. Order of Business. The order of business at all regularly scheduled meetings of the regular members shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V

Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors composed of seven (7) natural persons, all of whom (after the first annual meeting of members) shall be members of the Association and current in the payment of assessments. Only one owner of each unit may serve as a director at the same time.

Section 2. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and the condominium project and may do all such acts and things as are not by law or by these By-Laws required to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but are not limited to, the following:

(a) To provide for the care, upkeep and surveillance of the condominium project and its general and limited common elements and services in a manner consistent with law and the provisions of these By-Laws and the Declaration .

(b) To establish and provide for the collection of assessments and/or carrying charges from the members and for the establishment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(c) To designate, hire and/or dismiss the personnel necessary for the good working order of the condominium project and for the proper care of the general or limited common elements and to provide services for the project in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(d) To promulgate and enforce such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of the project and the use of the general and limited common elements by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration, and shall be adopted in accordance with Section 11-111 of the Act.

(e) To authorize, in their discretion, refunds of surplus condominium fees collected.

(f) To grant easements, rights-of-way, licenses, leases in excess of one (1) year, or similar interests for the provision of utility services or communication systems for the exclusive benefit of units within the condominium regime subject to the requirements of Section 11-125(f) of the Act.

Section 3. Management Agent. The Board of Directors may employ for the Association a management agent (the "Management Agent") at a rate of compensation established by the Board of directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing, which may include, but not necessarily be limited to, the duties set out in subsections (a) through (d) of Section 3 of this Article.

Section 4. Election and Term of Office. Each director shall be elected to a three (3) year term.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term. All the Directors appointed by the Declarant, prior to the time that a majority of the units have been sold and transferred by the Declarant may be removed only by the Declarant and their successors shall be chosen only by the Declarant.

Section 6. Removal of Directors. Subject to Section 6 above, at a regular or special meeting duly called, any Director may be removed with or without cause by the affirmative vote of the majority of the entire regular membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than sixty (60) days delinquent in payment of any assessments due the Association shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 7. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to any Director who is also a member of the Association for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken, without the vote of the Director offering said service.

Section 8. Organization Meetings. The first meeting of a newly elected Board of Directors shall be held within ninety (90) days after the election at such place, time and date as shall be fixed by the Board and announced at the meeting at which such Directors were elected.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year, and all such meetings shall be open to the members of the Association. Notice of regular meetings of the Board of Directors shall be mailed to each Director and to each owner as required by the Condominium Act and shall be posted conspicuously on the condominium premises, at least ten (10) days but not more than ninety (90) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) days but not more than ninety (90) days notice to each Director and the conspicuous posting of said notice on the condominium premises, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one director. Meetings shall not be held unless this notice is given and meetings shall be open to the owners, unless such notice is not required to be given and the meeting not required to be open pursuant to Section 11-109.1 of the Act.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting, provided there was proper notice to the unit owners.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Board of Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at a regular meeting of the Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide it appropriate to assist in the conduct of the affairs of the Association. The President shall preside at all meeting of the Council of Unit Owners.

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

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board of directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall count the votes at all meetings of the Council of Unit Owners.

Section 7. Treasurer. The Treasurer shall have the responsibility for association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association, in accordance with the Maryland Condominium Act. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. As set forth in Section 2-148 of the Corporations and Associations Article of the Annotated Code of Maryland, the Association may indemnify every officer and director of the Association against any and all expenses.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and condominium project. No contract or other transaction between the Association and any corporation, firm or association (including the Declarant) in which one or more of the Directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, if any of the conditions specified in any of the following subparagraphs exist:

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

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

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

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

ARTICLE VIII

Management

Section 1. Management and Common Expenses. The Association, acting by and through its Board of Directors, shall manage, operate and maintain the condominium project, and, for the benefit of the condominium units and the owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund hereinelsewhere provided for, the following:

(a) The cost of providing water, sewer, garbage and trash collection, electrical, and other necessary utility services for the common elements, and, to the extent that same are not separately metered or billed to each condominium unit, for the condominium units.

(b) The cost of property and extended liability insurance on the condominium project and the cost of such other insurance as the Association may effect, as provided by Section 11-114 of the Act.

(c) The cost of the services of a person or firm to manage the project to the extent deemed advisable by the Association together with the services of such other personnel as the Board of Directors of the Association shall consider necessary for the operation of the condominium project.

(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the condominium project.

(e) The cost of painting, maintaining, replacing, repairing or landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Association to paint, repair or otherwise maintain the interior of any condominium unit or any fixtures, appliances or equipment located therein, except for damage resulting from a casualty insured as required by Section 11-114 of the Act.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or pay for by law, or otherwise, or which, in the discretion of the Board of Directors shall be necessary or proper for the operation of the common elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular condominium unit or units, the cost thereof shall be specially assessed to the owner or owners thereof in the manner provided in subsection (g) of Section 1 of this Article.

(g) The cost of the maintenance or repair of any condominium unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common elements or to preserve the appearance or value of the condominium project or is otherwise in the interest of the general welfare of all owners of the condominium units; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the condominium unit proposed to be repaired, and provided further that the cost thereof shall be assessed against the condominium unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said condominium unit, at which time the assessment shall become due and payable and upon recordation, shall become a continuing lien and obligation of said owner in all respects as provided in Article IX of these By-Laws.

(h) Any amount necessary to discharge any lien or encumbrance levied against the condominium project, or any portion thereof, including taxes, which may, in the opinion of the Board of Directors, constitute a lien against the common elements rather than the interest therein of the owner of any individual condominium unit.

Section 2. Management Agent. The Association may, by contract in writing, delegate any of its duties, power or functions to the Management Agent, except those that are specifically reserved to the Association or Board of Directors by the Maryland Condominium Act or these By-Laws; provided that such delegation shall be revocable upon thirty (30) days written notice without cause shown. The Association and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Duty to Maintain. Except for maintenance requirements herein imposed upon the Association, if any, the owner of each condominium unit shall, at his own expense, be responsible for the maintenance, repair and replacement of his condominium unit, including interior wall,

ceiling and floor coverings, equipment, appliances, fixtures, and its other appurtenances, (such as any balcony, deck, terrace or patio appurtenant to such condominium unit and designated on the Plat as a limited common element reserved for exclusive use by the owner of a particular condominium unit), and shall do all cleaning, redecorating, painting, repairs, maintenance and replacement that may at any time be necessary to maintain the good appearance and condition of his condominium unit and such appurtenances, with the exception of structural repairs or replacement.

Section 4. Windows and Doors. The owner of each condominium unit shall, at his own expense, clean, maintain, and replace all windows and doors (including frames for both) of the condominium unit.

Section 5. Access at Reasonable Times. For the purpose of performing any of the repairs or maintenance required or authorized by these By-Laws, or in the event of an emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the owner or occupant, to enter any condominium unit at any hour considered to be reasonable under the circumstances.

Section 6. Easements for Utilities and Related Purposes. The Association is authorized and empowered, subject to the provisions of the Condominium Act, to grant such licenses, easements and/or rights of way for sewer lines, water lines, electrical cables, telephone cables, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the condominium project as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common elements or for the preservation of the health, safety, convenience and/or welfare of the owners of the condominium units or the Declarant.

Section 7. Limitation of Liability. Except to the extent the Association has insurance coverage, the Association shall not be liable for (a) any failure of water supply, wastewater, electric or other utility services provided to the Condominium, regardless of whether the costs of such service is paid out of the common expense funds, or (b) any damage or destruction to a unit resulting from water that may leak or flow from any portion of the common elements. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the general common elements by the Association or from any action taken by the Association to comply with any law or order or directive of any governmental authority.

ARTICLE IX

Assessments and Carrying Charges

Section 1. Annual Assessments and Carrying Charges. Each member shall pay to the Association a quarterly sum (hereinafter sometimes referred to as "assessments" or "carrying charges") equal to 1/4 of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

- (a) The cost of all operating expenses of the condominium project and services furnished, including charges by the Association for facilities and services furnished by it; and
- (b) The cost of necessary management and administration, including fees paid to any Management Agent; and
- (c) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay; and
- (d) The cost of property and extended liability insurance on the project and the cost of such other insurance as the Association may effect; and
- (e) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or other utilities, to the extent furnished by the Association for the condominium project; and
- (f) The cost of funding all reserves established by the Association including, when appropriate, a general operating reserve and/or a reserve for replacements; and
- (g) The estimated cost of repairs, maintenance, and replacements of the condominium project to be made by the Association.

The Board of Directors shall determine the amount of the assessment annually, and shall submit a copy of the annual proposed budget to the unit owners at least thirty (30) days before its adoption at a regularly scheduled meeting of the Board of Directors. Assessments shall be made against the unit owners in proportion to their percentage interest in the common expenses and common profits. The Declarant's obligation for assessments for unsold units shall commence 180 days after recordation of the Condominium Plat for each phase.

The annual budget shall provide for at least the following items: 1) income; 2) administration; 3) maintenance; 4) utilities; 5) general expenses; 6) reserves; 7) capital items.

The omission of the Board of Directors, before the expiration of any assessment period, to fix the assessments hereunder for that or the next period, shall not be deemed a waiver or

modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installation thereof, for that or any subsequent assessment period, but the assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of any condominium unit belonging to him.

Section 2. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the project related thereto, or for such other purposes as the Board of Directors may consider appropriate, subject to the limitations imposed by Section 11-109.2(d) of the Act.

Section 3. Reserve for Replacements. The Association shall establish and maintain a reserve fund for replacements by the allocation and payment yearly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense. Such fund shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the common elements and equipment of the project and for operating contingencies of a non-recurring nature. The proportionate interest of any owner in any reserve for replacements shall be considered an appurtenance of his condominium unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the condominium unit to which it appertains and shall be deemed to be transferred with such condominium unit.

Section 4. Liability for and Non-Payment of Assessment.

(a) A unit owner shall be liable for all assessments, or installments thereof, coming due while he is the owner of a unit. In a voluntary grant the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the voluntary grant for which a statement of lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

(b) Payment of assessments, together with interest, late charges, costs of collection and reasonable attorney's fees may be enforced by the imposition of a lien on a unit in accordance with the provisions of the Maryland Contract Lien Act. Suit for any deficiency following

foreclosure may be maintained in the same proceeding, and suit to recover any money judgment for unpaid assessments may also be maintained in the same proceeding, without waiving the right to seek to impose a lien under the Maryland Contract Lien Act.

(c) Any assessment, or installment thereof, not paid when due shall bear interest from the date when due until paid at the rate of 18 percent per annum or the highest rate allowed by Maryland law. In addition there shall be a late charge of \$15 or one tenth of the total amount of any delinquent assessment or installment, whichever is greater, provided the 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 15 calendar days.

(d) If a unit owner fails to pay an installment when due, the council of unit owners may demand payment of the remaining annual assessment coming due within that fiscal year. A demand by the council is not enforceable unless the council, within 15 days of a unit owner's failure to pay an installment, notifies the unit owner that if the unit owner fails to pay the quarterly installment within 15 days of the notice, full payment of the remaining annual assessment will then be due and shall constitute a lien on the unit as provided in this section.

Section 5. Assessment Certificates. The Association shall upon demand at any time furnish to any member liable for any assessments levied pursuant to these By-Laws (or any other party legitimately interested in the same, including first mortgagees), a certificate in writing signed by an officer of the Association setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars (\$30.00), may be levied in advance by the Association for each certificate so delivered.

Section 6. Priority of Lien. The lien established by this Article and by the Maryland Contract Lien Act of the Real Property Article of the Annotated Code of Maryland, shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) General and special assessments for real estate taxes on the condominium unit; and

(b) The liens of any deed of trust, mortgage or encumbrance duly recorded on the condominium unit prior to the assessment of the lien thereon or duly recorded on said unit after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Section 7. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any condominium unit in the project shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over other mortgages) upon such interest made in good faith and for value received,

provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such condominium unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the condominium unit from liability for any assessments thereafter becoming due and attributable to any period of time subsequent to the date of such transfer or sale, nor from the lien of any such subsequent assessment, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

No amendment of this Section shall affect the rights of the holder of any such mortgage (or of the indebtedness secured thereby) recorded prior to the recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

Section 8. Definition. As used in these By-Laws, the term "mortgage" shall include deed of trust, and the term "holder" or "mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

ARTICLE X

Rules and Dispute Settlement

Section 1. Rules. The Board of Directors may adopt rules of the Condominium in accordance with Section 11-111 of the Maryland Condominium Act. In addition the following rules shall apply to the Condominium and all persons at the Condominium:

(a) The common elements and each condominium unit located on the property shall be used, occupied and maintained for residential purposes only.

(b) No noxious or offensive trade or activity shall be carried on upon the common elements or in any condominium unit nor shall anything be done upon the property or in any condominium unit which may be or become a violation of any health, fire or police or other governmental law, rule or regulation, or a nuisance or annoyance to the unit owners or neighborhood. Any violation of any law, order, rule or regulation, or requirement of any governmental authority or the Board of Directors 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.

(c) No noise, disturbing to the unit owners, shall be made upon the common elements or in any condominium unit, and nothing shall be done or permitted to be done in or about the common elements or in any unit that interferes with, obstructs or violates the rights, reasonable comforts or convenience of the unit owners.

(d) Nothing shall be kept in any condominium unit which may in any way increase the rate of insurance on the buildings, or other common elements, 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 law, rule or regulation.

(e) No vermin, insects or other pests shall be allowed to remain in any condominium unit, nor shall any such unit 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 or any unit at any reasonable hour of the day, after reasonable notice, for the purposes of inspecting unit 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 such vermin, insects or other pests.

(f) Clothing, rugs, towels or other articles shall not be shaken from or on the walkways, stairways, windows, doors, landing, porches, and/or balconies. Nothing shall be placed on or hung from the windows, porches, and/or balconies or the front facade or thrown from doors, windows, porches and/or balconies. Signs shall not be displayed upon the property except to the extent permitted by the Board of Directors or the Act.

(g) The maintenance, upkeep, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon the common elements, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets by unit owners only, provided that they are not kept or maintained for commercial purposes or for breeding.

(h) All units shall be maintained with a minimum interior temperature sufficient to avoid freezing pipes in the winter months.

(i) Junk vehicles, inoperable vehicles, unregistered vehicles, or vehicles without current tags shall not be on Condominium property.

(j) Motor vehicle repairs or maintenance shall not be performed on Condominium property except as necessary to move an inoperable vehicle from Condominium property.

Section 2. Dispute Settlement

(a) The board of directors may not impose a fine, suspend voting, or infringe upon any other rights of a unit owner or other occupant for violations of rules until the following procedure is followed:

(1) Written demand to cease and desist from an alleged violation is served upon the alleged violator specifying:

(i) The alleged violation;
 (ii) The action required to abate the violation; and
 (iii) A time period, not less than 10 days, during which the violation may be abated without further sanction, if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

(2) Within 12 months of the demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is violated subsequently, the board serves the alleged violator with written notice of a hearing to be held by the board in session. The notice shall contain:

(i) The nature of the alleged violation;
 (ii) The time and place of the hearing, which time may be not less than 10 days from the giving of the notice;
 (iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and
 (iv) The proposed sanction to be imposed.

(3) A hearing occurs at which the alleged violator has the right to present evidence and present and cross-examine witnesses. The hearing shall be held in executive session pursuant to this notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered the notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(4) A decision pursuant to these procedures shall be appealable to the courts of Maryland.

(b) Liability for damages; injunction. If any unit owner fails to comply with the Maryland Condominium Act, the declaration, or bylaws, or a decision rendered pursuant to this section, the unit owner may be sued for damages caused by the failure or for injunctive relief, or both, by the council of unit owners or by any other unit owner. The prevailing party in any such proceeding is entitled to an award for counsel fees as determined by court.

(c) Effect of failure to enforce provisions. The failure of the council of unit owners to enforce a provision of the Act, the declaration, or bylaws on any occasion is not a waiver of the right to enforce the provision on any other occasion.

ARTICLE XI

Architectural Control

Section 1. Architectural Control Committee. Except for the original construction of the condominium units situated within the project by the Declarant and any improvements to any condominium unit or to the common elements accomplished concurrently with said original construction, no unit owner shall make any structural modification to a unit or make any modification whatsoever (including color change) to the exterior of a unit or to any common elements until the complete plans and specifications showing the location, nature, shape, height, materials, color, type of construction and/or any other proposed form of modification (including any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an architectural control committee designated by it. Proposed modifications to the exterior of a unit shall be reviewed and approved (or not) based upon the overall impact on the Condominium, including design, color, materials and other aesthetic considerations.

In the event the Board of Directors or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with.

ARTICLE XII

Insurance

Section 1. Coverage. Pursuant to the provisions of Section 11-114 of the Act, the Council of Unit Owners shall obtain and maintain, to the extent reasonably available, at least the following:

(a) Property insurance on the common elements and units, exclusive of improvements and betterments installed in units by the unit owners, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles may not be less than eighty percent (80%) of the replacement value of the insured property, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and

(b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors, but not less than any amount specified in the Declaration or these By-laws, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements.

(c) Flood insurance on the common elements and units, in such amounts and upon such terms as may be available through the National Flood Insurance Program.

Section 2. Unit Owner Insurance. Nothing herein contained shall prevent an individual owner from obtaining insurance for his own benefit, especially insurance for improvements and betterments installed by each unit owner.

Section 3. Proceeds Disbursement. Any loss covered by the master property policy of this section shall be adjusted with the council of unit owners and the proceeds paid to the council of unit owners and not to any mortgagee. The council of unit owners shall hold any insurance proceeds in trust for unit owners and lien holders as their interests may appear. Subject to the provisions of Section XIII, the proceeds shall be disbursed first for the repair or restoration of the damaged common elements and units, and unit owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the common elements and units have been completely repaired or restored, or the condominium is terminated.

ARTICLE XIII

Casualty Damage -- Reconstruction or Repair

Section 1. Reconstruction/Repair. In the event of damage or destruction by fire or other casualty, the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose unless:

- (a) The condominium is terminated;
- (b) Repair or replacement would be illegal under any State or local health or safety statute or ordinance; or
- (c) 80 percent of the unit owners, including every owner of a unit or assigned limited common element which will not be rebuilt, vote not to rebuild.

Section 2. Cost.

(a) The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense, but the property insurance deductible is not a cost of repair or replacement in excess of insurance proceeds, except as stated below.

(b) If the cause of any damage to or destruction of any portion of the condominium originates from the common elements, the council of unit owners' property insurance deductible is a common expense. If the cause of any damage to or destruction of any portion of the condominium originates from a unit, the council of unit owners' property insurance deductible is a common expense except as stated below in subsection (c).

(c) If the cause of any damage to or destruction of any portion of the Condominium originates from a unit, the owner of the unit where the cause of the damage or destruction originated shall be responsible for the council of unit owners' property insurance deductible, but the unit owner's responsibility may not exceed the maximum allowed by the Act (\$5,000 as of October 1, 2008). The council of unit owners' property insurance deductible amount exceeding the maximum amount by law, which is the responsibility of the unit owner, is a common expense. In the same manner as provided under Section 11-110 of the Act, the council of unit owners may make an assessment against the unit owner responsible under this paragraph.

ARTICLE XIV

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January, every year, except that the first fiscal year of the Association shall begin at the date of recordation of the Declaration. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors.

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

Section 3. Auditing. At the close of each fiscal year, the books and records of the Association, upon request of five percent (5%) of the unit owners, shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Association shall furnish its members with an annual financial statement including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association and/or their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any condominium unit, and/or its duly authorized agents or attorneys, during normal business hours, and after reasonable notice.

Section 5. Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

ARTICLE XV

Amendments

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of members representing sixty-six and two-thirds percent (66 2/3%) of the voting interests of the condominium project at any meeting of the members duly called for such purpose, in accordance with the provisions of the Act, effective only upon the recordation among the Land Records for Worcester County, Maryland of a certificate of amendment to the By-Laws setting forth such amendments to these By-Laws. A general description of the proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

ARTICLE XVI

Mortgages

Section 1. Notice to Board of Directors. Any owner of any condominium unit in the condominium project who mortgages such unit shall promptly notify the Board of Directors of the name and address of his mortgagee. The Board of Directors shall maintain suitable records pertaining to such mortgages, and all notices of default sent to any member shall also be sent, certified mail, return receipt requested, to the holder of any mortgage on the unit owned by the said member, at the sole expense of said member.

Section 2. Notice to Mortgagee. The Mortgagee and guarantor of a mortgage on a unit in the Condominium is entitled to timely written notice of: (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the unit securing its mortgage; (b) any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage; (c) a lapse, cancellation or material modification of any insurance policy maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of mortgagees.

Section 3. Lender Approval.

(a) Amendments to the Condominium Declaration, Bylaws or Plat must be agreed to by mortgagees that represent at least 51 percent of the votes of units that are subject to mortgages if such amendments are of a material adverse nature to mortgagees.

(b) Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs or for other reasons must be agreed to by mortgagees that represent at least 51 percent of the votes of the units that are subject to mortgages.

(c) Implied approval of a mortgagee may be assumed by the Association when an eligible mortgagee fails to submit a response to any written proposal for an amendment to the Condominium documents within 60 days after the mortgagee receives proper notice of the proposal, provided the notice was delivered by certified or registered mail with a "return receipt requested."

Section 4. Unpaid Assessments. Any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted assessments, dues or charges accrued before acquisition of the title to the unit by the mortgagee. If the condominium association's lien priority includes costs of collecting unpaid assessments, dues or charges, the lender shall be liable for any fees or costs related to the collection of the unpaid assessments, dues or charges.

Section 5. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees, and the term "mortgage" shall include deed of trust. As used generally in these By-Laws, the term "institutional holder" or "institutional mortgagee" savings and loan associations, pension funds, and any corporation, including a corporation of, or affiliated with, the United States Government or any agency thereof.

ARTICLE XVII

Compliance - Interpretation - Miscellaneous

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of the Act.

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statute. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the aforesaid Declaration and the Act, provisions of the statute shall control.

Section 3. Resident Agent. James W. Almand, 6200 Coastal Highway, Suite 200, Ocean City, Maryland, 21842, shall be designated as the person authorized to accept service or process in any action against the Council of Unit Owners or relating to two (2) or more condominium units or to the common elements as authorized under the Act.

Section 4. Notices. Unless another type of notice is hereinelsewhere specifically provided for, any and all notices called for in the Declaration or in these By-Laws shall be given in writing.

Section 5. Severability. In the event provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 6. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 7. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 8. Gender etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

JAN 06 2009
The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

Stephen V. Bales Clerk

Revised: October 2011

**BAYSHORE CONDOMINIUM ASSOCIATION Rules & Regulations 504, 508, & 512 Robin Drive-Ocean City, Maryland
21842**

These rules and regulations apply to all owners and renters, full or part-time, and it is expected that they be observed. Owners are responsible for assuring that all tenants know and observe these regulations. Thank you for your cooperation.

GENERAL

- Beach Island Management (410-271-1278) is the Bayshore management company.
- Keys to every unit must be provided to Beach Island Management for access by the exterminator and in the event of an emergency.
Condo fees are due 1/1, 4/1 7/1, and 10/1 of the calendar year of each quarter. Dues that have not been received by the 15th day of the respective month are considered late and subject to a late fee of 10%.

PARKING

- Parking permits must be displayed in vehicles at all times. Vehicles without permits will be towed at owner's expense.
- ONLY ONE vehicle per unit is allowed on the parking lot between "Springfest" and "Sunfest". No exceptions. Owners are responsible to make sure their renters have a permit for their stay at Bayshore and also that they abide by the one-car rule.
- No boat or trailer parking anywhere on the parking lot between Springfest and Sunfest.
- NO assigned parking spots. Vehicles should be parked within marked spaces.
- No non-emergency vehicle repairs and no washing of vehicles allowed.
- Off-season boat parking is allowed on sides of buildings only.

USE OF PREMISES

- According to Ocean City law, all radios, etc., as well as personal behavior should not be audible at a distance of greater than 50 feet. Loud or unruly behavior will result in a visit from the Ocean City Police Department.
- Nothing should be mounted or hung on siding. This will be considered destruction of property and handled accordingly.
- Air conditioners are allowed only on the canal side of the buildings.
- Front (parking lot side) doors should be painted white. The Board of Directors has to approve the replacement doors before installation. Contact Shipley Management or any Board Member for types of doors that are approved.

USE OF EXTERIOR & COMMON AREAS

- No running on walkways. No furniture, planters, seasonal decorations, etc., may be maintained on the common walkways. Walkways should be kept clear for easy egress in case of emergency.
- Bicycles may not be stored on walkways or stairways as per the OC Fire Marshall.
- No bicycles should be stored on the Boardwalk by the canal. Bicycles should be under stairways or in storage rooms.
- Nothing, including clothing, should be draped or attached over the railings in the front of the Buildings.
- Per the Fire Code, grills of any type (electric, gas, or coal), may ONLY be used on the parking lot pavement and at least 15 feet from any wooden portion of the building or walkways. They are NEVER allowed on the balconies, porches, or piers.
- Boat ramp is for owners and renters use ONLY. Boat launching is allowed between the hours of 6 a.m. and 11 p.m.

PETS

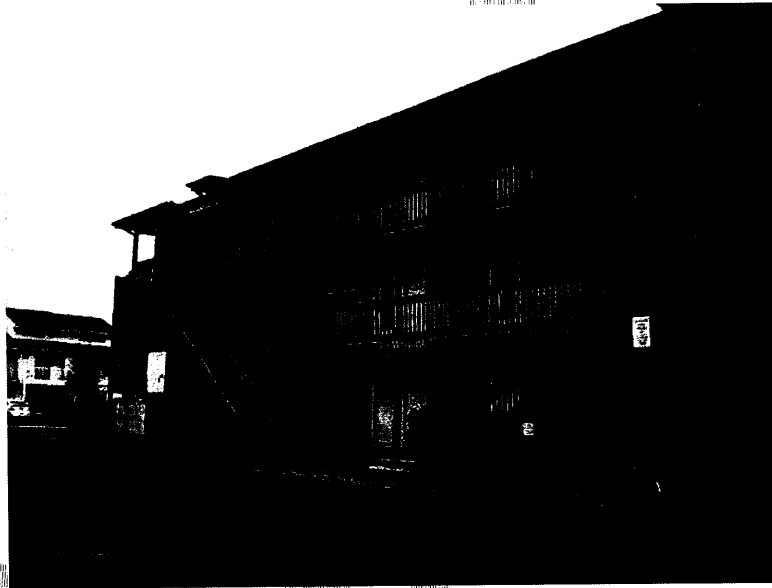
- Renters are not allowed to have pets on the premises.
- Dogs must be leashed at all times according to OC law. Any pet droppings must be picked up and disposed of by the pet owner as per OC law. If violators can be identified, their name and address will be turned over the OC Animal Control.

RENTALS

- All owners must obtain and display a copy of the OC Rental License. This must be able to be visible by OC Police and Fire Departments. This is mandated by Ocean City law.



**BAYSHORE CONDOMINIUMS
OCEAN CITY, MARYLAND
LONG-TERM CAPITAL RESERVE STUDY**



PREPARED FOR:

**SHIPLEY MANAGEMENT SERVICES
12637 SUNSET AVE. #3
SUNSET SIX BUSINESS CENTER
OCEAN CITY, MARYLAND 21842**

JANUARY 2012

GMB PROJECT NO. 110183

GMB

GEORGE, MILES & BUHR, LLC

ARCHITECTS/ENGINEERS

**206 WEST MAIN STREET
SALISBURY, MD 21801
410.742.3115**

SALISBURY/BALTIMORE/SEAFORD



BAYSHORE CONDOMINIUMS LONG-TERM CAPITAL RESERVE STUDY

The purpose of this study is to estimate future costs for the repair/replacement of long-term items within the Bayshore Condominiums community. The current condition of long-term repair items was assessed and the time until repair/replacement of these items was estimated. For this report we have projected the inflation rate as 2.7% per year and funding has been projected with a net investment rate of 2.2% per year. These rates are based upon average inflation and fixed interest rates for the past 25 years. The long-term repair items included in this report are:

- Three 24-unit condominium buildings including the siding, roofing, aluminum fascia, gutter & downspouts, wood-framed decks & exterior walkways, wood railing, building mounted light fixtures and building signage. Siding has not been included where rear decks have been enclosed to make additional living space by individual unit owners.
- Marine features include vinyl and timber bulkheading, wood boardwalk and a concrete boat ramp. It is our understanding that the individual finger piers are owned by the unit owners, therefore they have been excluded from this report.
- Site features including pavement, sidewalks and precast concrete parking bumpers.

The following items were excluded from this reserve study:

- Regular maintenance items such as interior/exterior painting, light bulbs, HVAC filters, etc.
- Long life components that have a life expectancy equal to that of the building, if properly maintained, including: building foundations and structure, electrical switchgear and wiring, common waste and supply plumbing.
- Sewer, water, electric and natural gas services. These components are typically maintained by local governments or utility companies.
- Landscaping, including planting, mulching, pruning, landscaping timbers, etc.

- Any components contributable to individual units, including unit interiors, windows and doors.
- MEP items including individual HVAC units and associated wiring, electrical wiring and components (except for exterior fixtures), and water/sewer/gas plumbing.
- Finger piers, canoe/jet ski launches.

CONDITION SURVEY

The current conditions of all long-term repair items in the Bayshore Condominiums community were visually observed. Quantities of appropriate items were measured as the condition was surveyed. Quantity takeoffs were verified from aerial maps for items viewable in plain view (such as asphalt paving).

The basis of estimations for each long-term repair item was deduced from the current condition of the item, the age of the item, the conditions which the item is and has been subjected to, and the typical longevity of the item. For some items, unless there was a cause for a sooner repair/replacement date, the typical longevity of the item was used. For instance:

- Flat roofing is typically projected to last 20 years.
- Vinyl siding is projected to last 50 years.
- Aluminum gutters and downspouts are projected to last 30 years.
- Light wooden structures including decks and platforms are assumed to last 30 years.
- Asphalt pavement is projected to last 25 years in streets and parking areas with proper maintenance.

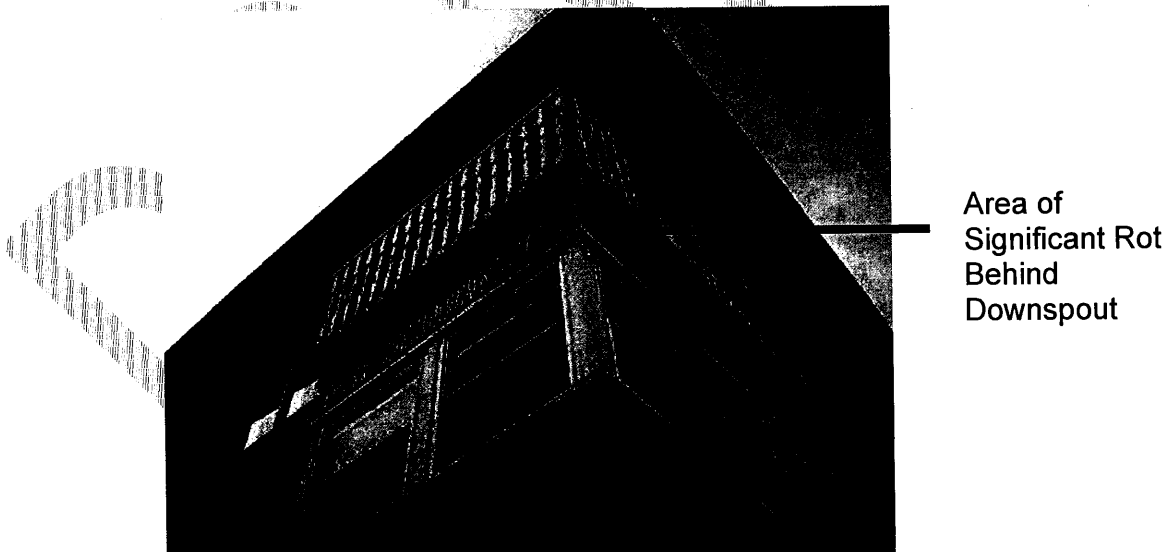
The longevities noted above were derived from our knowledge of each product, as well as any warranty/longevity information obtained from manufacturers.

Most of the costs for each component were based on our knowledge of each component, supplemented with data from cost estimating resources and industry professionals. For instance, the costs for the roofing, gutters, downspouts, siding, and soffit were obtained through the use of cost estimating resources such as RS Means and our knowledge of costs for the components in our area.

EVALUATION OF THE CONDOMINIUM BUILDINGS

Each of the three twenty-four unit condominiums is a three-story building, approximately 5500 square feet in plan area each. They are wood-framed buildings supported on a block foundation. Each building has two sets of wood-framed exterior stairs to access the exterior walkway on each floor on the south side of the buildings. According to the property manager, the buildings were originally built in 1969. Each unit appears to have been originally built with a rear deck, however in some units the decks have been enclosed to create additional living space, while in others they have not. According to the property manager, if the rear deck has been enclosed to create additional living space, that enclosure (including the siding) is owned by the individual unit owners. Therefore, the quantities and costs for the repair and replacement of the siding in these units have not been included in this report.

While we were at the site, one of the units, Unit #9 which is a second floor northeast corner unit, was being repaired to alleviate water intrusion issues through the exterior walls (see Photograph #1). It appears that this unit has vinyl siding that was placed directly over an older T1-11 siding with no felt paper or moisture barrier between. There were areas of rot encountered, especially behind the downspout shown in this photograph. According to the contractor, moisture and mildew could be observed on the drywall inside the unit.



Photograph #1: Unit #9 Rear Exterior

We assume since these rear decks have been enclosed at different times that the water intrusion issues seen at Unit #9 are not occurring in the other condominium units. (We did not enter the interior of the units as part of this report.) However, one concerning detail which remains consistent at these rear deck enclosures can be seen in Photograph #2. Where it appears that a deck has been enclosed to provide living

space, the existing decking remains and extends past the vinyl siding. In many cases this edge of the decking is covered with a metal flashing, but in some areas it is not. In either case, this detail could allow water which gets behind the vinyl siding to backup and pond on top of the decking causing water intrusion into the units, rot and possible mildew growth. Again, because the rear deck enclosures are the responsibility of the individual homeowners, we have not included quantities or costs for repairing this possible issue in this report. We suggest that when the vinyl siding is replaced by these unit owners in the future, that the unit owners have the vinyl siding replaced in its entirety on the rear. Doing so could eliminate these transition details by cutting back the floor decking and installing the vinyl siding continuously along the exterior face of the building.



Decking
protruding
outside the face
of the siding.

Photograph #2: Rear Elevation at Enclosed Rear Decks

Where existing rear decks remain, the decking is a tongue and groove wood decking topped with plywood and carpeting. Since these decks are open to the elements, wind-driven rain is allowed to enter into these decks and we assume that water can pond on these decks since they do not appear to slope to the exterior. This deck construction can soak and trap moisture in the carpet and wood and possibly create water intrusion issues. More modern systems used today include the use of a waterproof sheet membrane (such as Duradek) or a spray-applied waterproofing on top of a plywood substrate. For the purposes of this report, we assumed that you would replace the current decking with a new plywood deck topped with a waterproof sheet membrane. In addition, we have assumed that when the siding is replaced at these rear decks, that

the existing asbestos siding will be removed and replaced with vinyl siding. Additional costs for asbestos removal have been included in the costs of this siding replacement.

The walkways and stairs on the south side of each building are in decent condition, but have some immediate repair needs. These needs include:

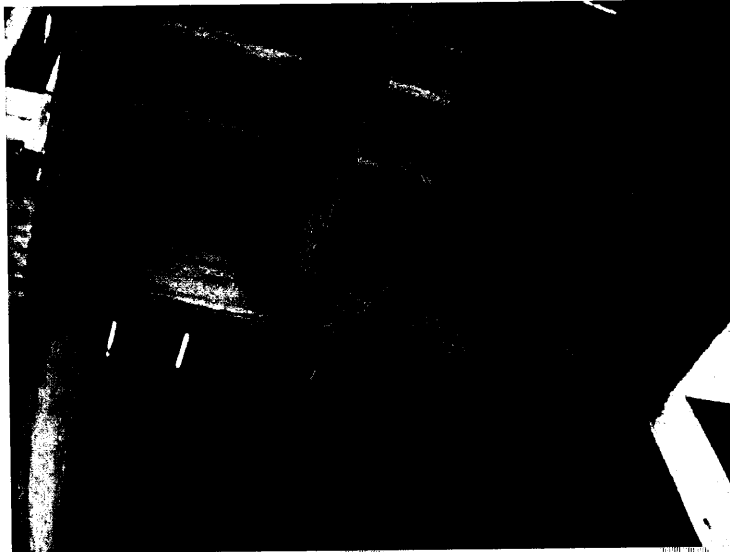
1. Replacement of joist hangers at the landings of the stair towers. The existing hangers are deteriorated and need replacement (see Photograph #3). We suggest replacing these hangers with stainless steel hangers. There are eight of these hangers on each stair, therefore a total of 48 hangers need replacement.
2. The posts and the rim joist at each floor level are poorly connected. In some cases the posts are twisted (see Photograph #4) and the rim boards are becoming disconnected from the joists due to the twisting (see Photograph #5). For these immediate repairs, we have provided an estimate to replace six 4" x 6" posts on each building where the warping is the most pronounced and the installation of a galvanized steel plate on the exterior of this connection. The double beam supporting the joists should also be connected to the rim joists with a stainless steel hanger. The base of the new 4" x 6" posts should be attached to the concrete with a standoff post base to resist the twisting occurring at some of the post bases (see Photograph #6). In addition, concrete needs to be replaced at two walkway corners due to the cracking observed (see Photograph #7).
3. The connection of the stair stringers at the top of each flight is poor (see Photograph #8). We suggest cutting the ends of the stringers and connecting them to a new properly sized header with stainless steel joist hangers. This occurs at the top of each flight of stairs for both stair towers on each building. Therefore a total of nine stringers need to be repaired in this manner on each flight of stairs (54 total).
4. The joists supporting the main walkway are attached to perpendicular beams with joist hangers in some locations, but not in every location. We suggest adding stainless steel joist hangers to the ends to the joists which do not currently have hangers.
5. Replacement of three 4" x 6" posts at the stairs with significant rot at their base (see Photograph #9). This deterioration is occurring where the posts are in contact with soil at the landscaping areas beneath the stairs. These posts should be replaced with posts on top of post bases that provide a standoff from the soil to prevent the post from rotting. The posts which need replacement are the southwest post of the west stairs on the east building, the southeast post of the east stairs on the center building and the southwest post of the west stairs of the west building.

6. Replacement of trim around some doors where deterioration and/or gaps exist.
7. Replacement of vinyl siding where siding is torn/cracked or holes exist.
8. Replacement of deck board between units #35 and #36 where a 2" x 4" hole exists in the existing deck board.
9. Reinforce connections like that shown in Photograph #10 at stair landings to prevent further disconnection of the framing.
10. Add blocking to beneath approximately twenty total treads due to cracking of stringer supporting the treads (see Photograph #11).

Once these immediate needs are met, we believe it will extend the lifespan of the walkways and stairs, however full replacement of the stairs, walkway framing and railings will be needed in the future and funds should be set aside for this replacement project. All components of these structures have weathered over time which has reduced their lifespan. This study schedules this replacement project to take place in 10 years. The Association may want to consider staining the new framing after the replacement project on a one to two-year cycle to prevent weathering. The costs of this should be weighed against the reduction in life-span of the framing. We have not included staining costs in with the costs for the replacement project, since it is normally considered a maintenance item.

Also, normally we specify flashing between the wall and the walkway framing where they abut to prevent water from infiltrating into the building. It appears that sealant exists in this area instead of flashing. We have assumed that water has not been infiltrating into the units in this area and therefore have not included any repairs for installing flashing in these areas at this time. This detail will need to be performed properly when the replacement project takes place.

We have assumed any cracked sealant around the windows is the responsibility of the individual home owners and have not included any costs for this item in this report.



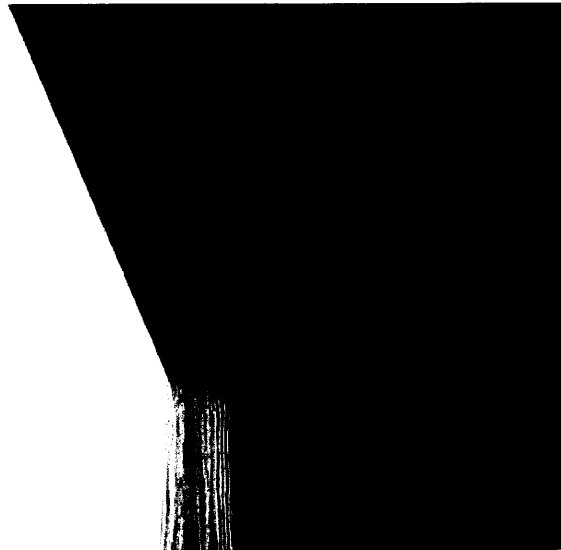
Deteriorated hangers

Photograph #3: Deteriorated Joist Hangers at Stair Landings



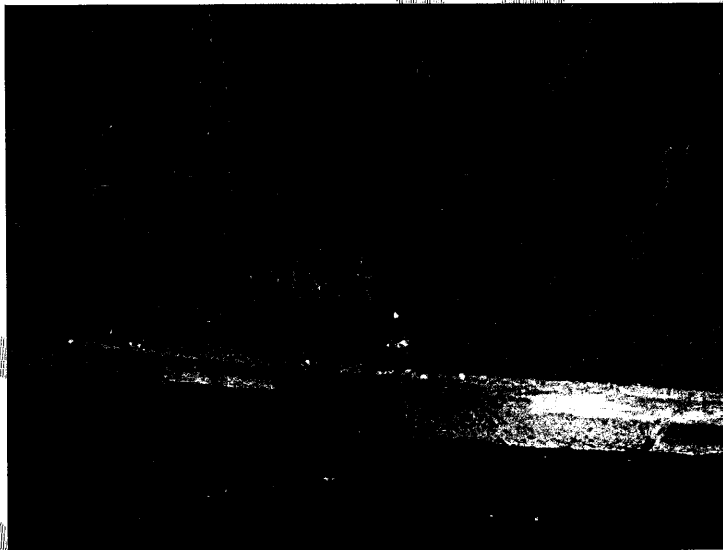
Twisted Post

Photograph #4: Warped Walkway Post at Rim Joist Connection

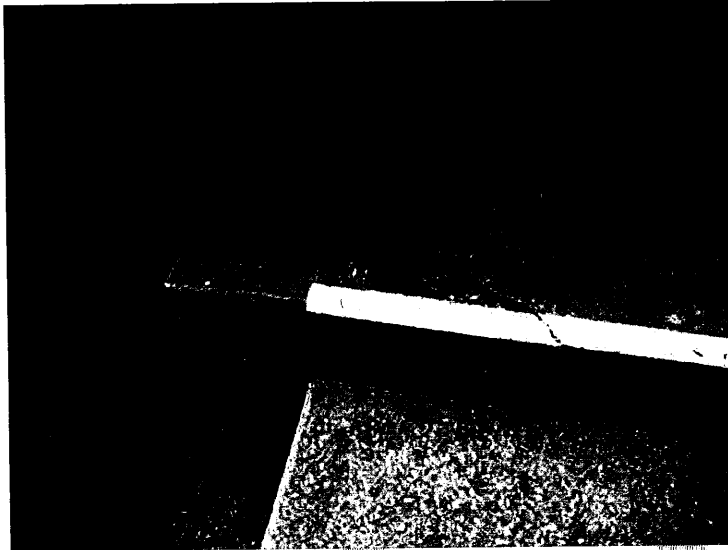


Separation of Rim Joist & Beam

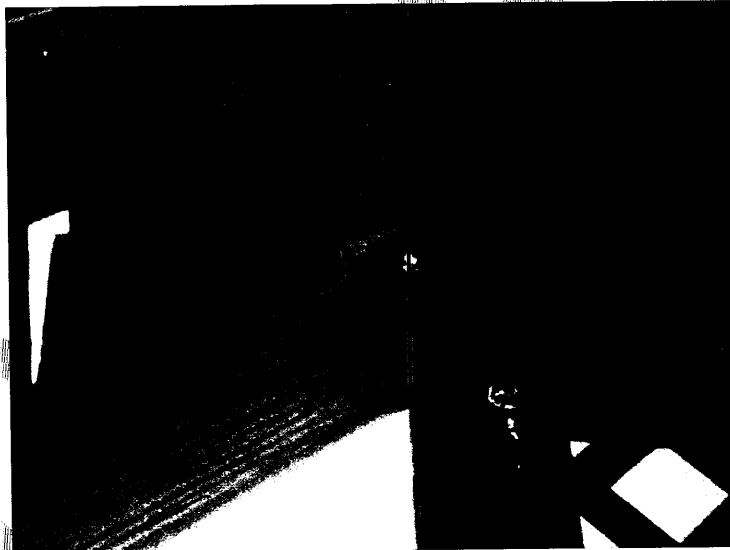
Photograph #5: Gap at Connection of Beam to Rim Joist at Warped Walkway Post



Photograph #6: Twisted 4" x 6" Walkway Post at Base

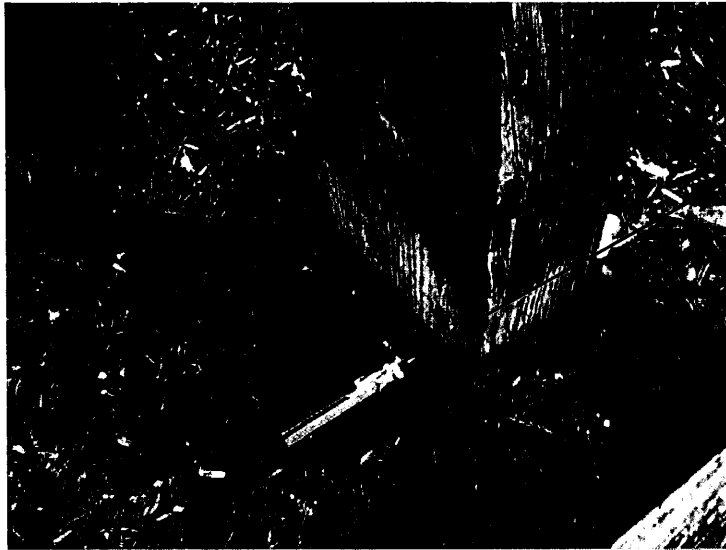


Photograph #7: Crack in Concrete Beneath 4" x 6" Corner Post at Walkway



Remove this portion of each stringer and hang to new beam.

Photograph #8: Existing Stair Stringer Connection at Top of Each Flight



Probe inserted
approximately
3" into rotten
wood.

Photograph #9: 4" x 6" Post Supporting Stair Tower with Significant Rot at Base



Separation
of Beam
from joists
@ stair
landing

Photograph #10: Disconnecting Framing at Stair Landing/Post Connection



Add Blocking
Here Due to
Top Split on
Stringer

Photograph #11: Crack Stair Stringer Beneath Tread

The roofing for these buildings appears to be a single-ply EPDM roof system (see Photograph #12). It is our understanding that the roofing is approximately ten years old on all of the buildings. We spoke with Ron Brandt of Chesapeake Roofing who informed us that Thomas Roofing from Baltimore, Maryland was the installer of the roof system approximately ten years ago. Chesapeake Roofing did perform some repairs to the center building, including the installation of concrete pavers due to a roof uplift issue. According to Mr. Brandt, it was not determined why the center roof had an uplift issue and the other two roofs did not. Therefore, we have not included the addition of pavers or other repair details on the east and west buildings in this study. We have estimated that the roofs will last for an additional ten years based on a typical life span of twenty years for an EPDM roof system.



Photograph #12: Center Roof (Taken from West Stair)

EVALUATION OF THE MARINE FACILITIES

Boardwalk: The boardwalk on the north side of the units consists of 2x6 treated deck boards, which we assume are supported by wood joists resting on soil. According to the information we received from your accountant, Bob Baker, the boardwalk at the east building was replaced in 2007 by Chesapeake Roofing for \$12,000.00. The boardwalk to the north of the west building appears to be the most weathered. The boardwalks to the north of the center and east buildings are in good condition.

Some separation exists between the boardwalks and the buildings they abut to. As much as 1 5/8" gap was observed between the north wall of the West building and the boardwalk (see Photograph #13). When gaps like this are observed, it usually indicates that the bulkhead has deflected and the boardwalk has moved with it. While batter piles have been used to attempt to prevent this movement on the West and Center buildings, the batter piles are poorly connected to the vertical piles and do not appear to provide much resistance against horizontal movement.

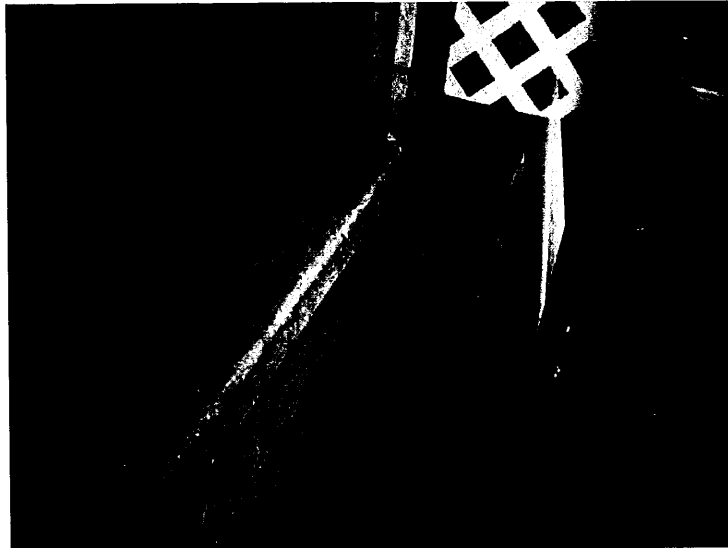
Bulkhead: There are two different types of bulkhead on this site. The bulkhead north of the West and Center buildings consists of a vinyl or vinyl composite flat sheet bulkhead with timber walers and batter piles (see Photograph #14), while the bulkhead north of the East building consists of a timber sheeting with timber walers (see Photograph #15).

Vinyl Sheet Bulkhead: The areas with vinyl sheeting appear to be in decent condition although the sheeting appears to have some bowing. Based on the previously mentioned gaps seen at the building/boardwalk interface, this

bulkhead has more than likely moved channelward horizontally, since the original construction. The timber batter piles may have been installed to resist this movement. However, they more than likely cannot resist much horizontal movement considering their steep angle and poor connection to the vertical piles. The bowing of the sheeting is caused by creeping of the vinyl sheeting over time. More advanced vinyl sheeting that is manufactured today comes in corrugated shapes to give the sheeting more strength and resists creep over time. In addition, some sinkholes in the asphalt are evident directly behind the bulkhead (see Photograph #16). This indicates that some soil loss or movement is occurring either through or behind the bulkhead. More soil loss may be occurring underneath the boardwalk, however it is hidden from view. It is our understanding that this bulkhead was installed approximately fifteen years ago. We estimate that this bulkhead could last another twenty-five years, but it should be monitored overtime for movement. We have provided an allowance in ten years to provide repairs to the existing bulkhead. These repairs would include replacement of soil/asphalt in areas of loss and installation of new stainless steel or galvanized anchor devices (such as MantaRays) to prevent further horizontal movement of the bulkhead. Some of the current galvanized bolts and tiebacks are showing signs of deterioration. Since the metal tiebacks are mostly hidden from view, we cannot assess their condition as a whole. We can advise you that deterioration of metal tiebacks does occur over time and bulkhead failures do occur due to their deterioration.

Timber Sheet Bulkhead: The areas with timber sheet bulkhead have signs of deterioration. As seen in Photograph #17, areas of the sheeting are deteriorating at the water line and below either from marine worm activity or from rot of the wood due to low treatment retention. It is our understanding that this bulkhead was installed approximately twenty years ago in front of the original bulkhead. Due to the deterioration observed in the timber sheeting, we suggest installing a new bulkhead in the near future, but not more than five years from now. Until replacement of this bulkhead occurs, we suggest monitoring the bulkhead for movement and soils loss due to the deterioration observed.

Original building plans were attempted to be found through the property manager and the Town of Ocean City, however none were able to be recovered to assist us with this report. These buildings may or may not be supported on timber piles beneath the foundation walls. If they are, then the building will not be greatly affected by any soil loss associated with the bulkhead. However, if the buildings are not pile-supported then soil loss issues with bulkheads can eventually affect the support of the building's concrete foundation.



Gaps between
boardwalk and
north face of
west building

Photograph #13: Gaps at Wall/Boardwalk Interface at West Building



Vertical Timber
Pile

Timber Batter
Pile

Water

Vinyl Sheeting

Photograph #14: Vinyl Bulkhead North of West and Center Buildings

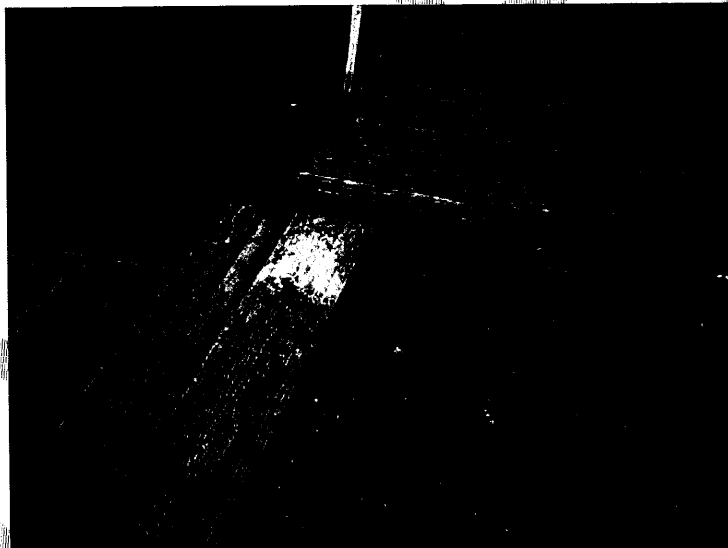


Walers

Timber Piles

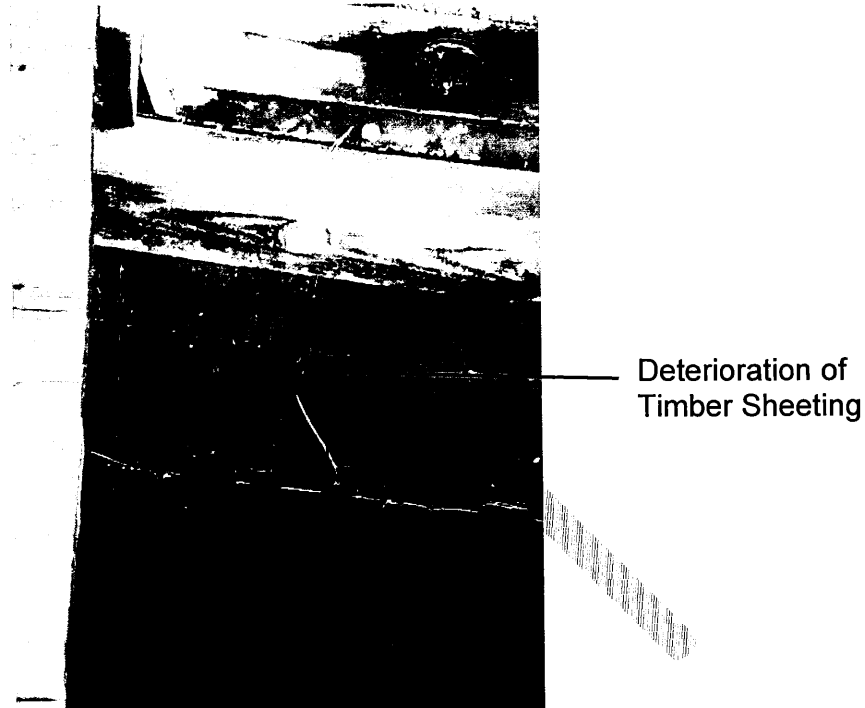
Timber Sheeting

Photograph #15: Timber Bulkhead North of East Building



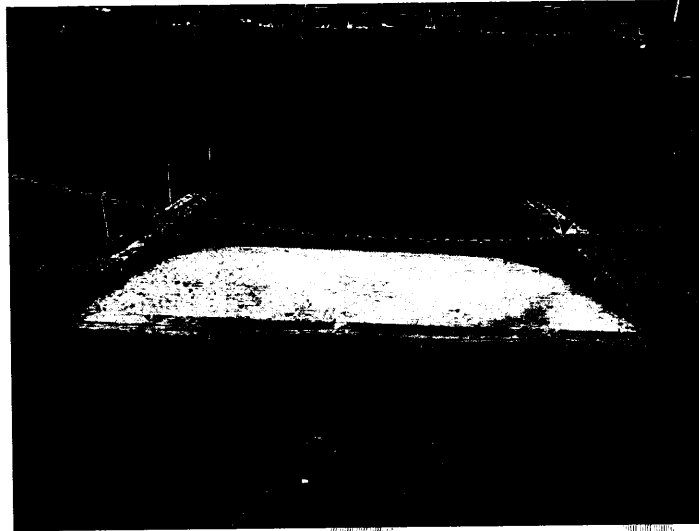
Sinkhole

Photograph #16: Sinkhole in Asphalt at Interface with Boardwalk



Photograph #17: Deterioration of Timber Sheeting at Water Line

Boat Ramp: A boat ramp currently exists between the West and Center Buildings (see Photograph #18). The concrete boat ramp appears to be in good condition. However, the ramp is enclosed on the west and east sides with a timber bulkhead. Assuming that the ramp itself is not pile-supported, the ramp could experience settlement due to soil loss caused by the deterioration of the timber bulkhead. Therefore, we have assumed that this ramp will need replacement in fifteen years. This replacement project will involve installing a temporary coffer dam to remove the water from the ramp area during construction, removing the existing boat ramp and timber sheeting and installing a new concrete ramp with vinyl sheet piling. Minor costs for adding decking to the top of the existing bulkhead have been included in year one of this study.



Missing Decking

Photograph #18: Boat Ramp

EVALUATION OF THE SITE

Parking Lots: The paved parking areas at this complex were in decent condition. As mentioned previously, some holes in the asphalt are being made due to soil loss behind the bulkhead, however no other areas of significant damage were seen. Some ponding was observed in the asphalt outside of the Center Building, but we have assumed that the Association would not want to re-slope these areas to alleviate the ponding (see Photograph #19). No large cracks were observed that would require crack sealing. At this time, no items of immediate repair were noted regarding the pavement.

In order to ensure the longest life of asphalt the following maintenance should be performed to parking lots:

- Crack sealing shall be performed on all cracks annually. An appropriate sealing compound should be used which prevents water infiltration through the asphalt. Areas that cannot be made watertight by crack sealing should be cut out and patched.
- Asphalt breaks down with long term exposure to oil or gas. Therefore, the asphalt should be cleaned as necessary to remove any spill areas. Cleaning is a maintenance item and has not been included in this LTR.
- A seal coating shall be applied every five to seven years. Crack sealing and cleaning, discussed above, should be done prior to the seal coating in order for the seal coat to be effective. Although this is a maintenance

item, the costs for seal coating have been included in this study at seven year intervals.

Although these items are typically considered maintenance items, it is critical to the longevity of the pavement that they are done at regular intervals.



Photograph #19: Ponding on Asphalt Behind Center Building

Concrete parking bumpers are provided in most spaces. Where the bumpers were severely deteriorated, we have included a cost to replace them immediately. Once these are replaced we have assumed that approximately 33% of the bumpers will need replacement every ten years.

Sidewalks:

Overall the sidewalks are in good condition, although one sidewalk panel was cracked and in need of replacement. We have included the replacement of sidewalk panels at ten year intervals for the length of this study.

REPORT SUMMARY

Summary: According to information received from Bob Baker, we understand the long term reserve fund has approximately \$140,000 saved and is currently allocating money at a rate of \$14,400 per year towards a reserve fund. It is also our understanding that a \$55,000 deposit into the account is expected for the year 2012. Based on the calculations in this study, the reserve fund is currently underfunded and the community should raise the amount being put into the fund to at least \$37,000 per year. With an annual deposit of \$37,000, all replacement items within the next 25 years will be adequately funded. We feel that covering the expected expenses within 25 years provides adequate capital reserves without building excessive reserve funds. As demonstrated in the Cash Flow Graph, an annual deposit of \$37,000 will cover all estimated reserve items within the next 25 years. This is based on an assumed inflation rate of 2.7% and an assumed interest rate of 2.2%. Please find an Inventory of Components attached which includes the following for each component: Estimated Useful Life, Estimated Remaining Useful Life, Quantity, Unit Replacement Cost, Estimated Current Replacement Cost and the Annual Funding Requirement for each component. You will also find the Schedule of Replacements attached which indicates which components need to be replaced in what time frame. Finally, a 25-year Cash Flow Diagram is attached that indicates the estimated deposits, expenditures and ending balance over the next 25 years for this condominium association's reserve fund.

Based on the stated projections, estimations and observations in this report, the reserve fund should be sufficiently funded if our recommendations are followed. It is our recommendation, and good practice, to update reserve studies every five years. A five year interval will account for changes in conditions of the condominiums, costs of material and labor, interest and inflation rates and include items in the reserve study which are currently outside of the 25-year window this study is based upon.

Bayshore Condominiums
INVENTORY OF COMPONENTS
JANUARY 2012

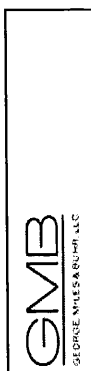


MAJOR REPAIRS AND REPLACEMENTS

Area	Component	Estimated Useful Life	Estimated Remaining Useful Life	Unit	Quantity (Quantities in bold are assumed)	Unit Replacement Cost	Estimated Current Replacement Cost	Annual Funding Requirement
Buildings								
	Roofing	30	20	SF	16110	\$4.50	\$72,495	\$2,417
	Aluminum Roof Coping/Fascia	50	15	LF	1002	\$27.00	\$27,054	\$541
	Vinyl Soffit (at Eaves and Walkway Ceiling)	50	15	SF	3072	\$4.50	\$13,824	\$276
	Gutters	50	15	LF	1002	\$8.75	\$8,768	\$175
	Downspouts	50	15	LF	672	\$9.25	\$6,216	\$124
	Vinyl Siding	50	15	SF	10401	\$4.50	\$46,805	\$936
	Vinyl Trim (J-channel and vinyl starter strip)	50	15	LF	4320	\$2.50	\$10,800	\$216
	Walkway Door Trim (replaced with 1"x4" PVC trim) *	25	5	LF	1350	\$4.65	\$6,278	\$251
	Rear Deck Asbestos Siding (replace with vinyl)	50	15	SF	5125	\$10.00	\$51,250	\$1,025
	Rear Deck Flooring (replace with 3/4" T&G plywood with waterproof sheet membrane) *	25	5	SF	1786	\$9.00	\$16,074	\$643
	Rear Deck Soffit	50	15	SF	2884	\$4.50	\$12,978	\$260
	Wood Decking (Front)	30	10	SF	3108	\$4.00	\$12,432	\$414
	Wood Railings (Front)	30	10	LF	1206	\$50.00	\$60,300	\$2,010
	Wood Framing for Walkways and Stairs (Front)	30	10	LF	3108	\$5.50	\$17,094	\$570
	Stair Stringers (Front)	30	10	LF	762	\$12.70	\$9,677	\$323
	Walkway/Stair Support Posts (Front)	30	10	LF	1440	\$8.00	\$11,520	\$384
	Support Post Concrete Foundation (Front)	50	10	EA	24	\$300.00	\$7,200	\$144
	Signage (Approx. 20)	60	30	EA	20	\$150.00	\$3,000	\$50
	Wood Railings (Rear Decks)	30	10	LF	466	\$50.00	\$23,300	\$777
	Wood Stairs (Rear Decks)	30	10	SF	208	\$30.00	\$6,240	\$208
	Lattice (Stairs and Elec. Enclosures)	30	10	SF	1050	\$1.00	\$1,050	\$35
	Exterior Light Fixtures	30	10	EA	84	\$200.00	\$16,800	\$560
	Exterior Showers	20	5	EA	6	\$250.00	\$1,500	\$75
	Fire Alarm Pull Stations	50	20	EA	18	\$75.00	\$1,350	\$27
	Fire Extinguisher Cabinets	50	20	EA	9	\$150.00	\$1,350	\$27
	Electric Meter Enclosures	30	10	EA	3	\$500.00	\$1,500	\$50
	Concrete Walkway (First Floor Front)	60	30	SF	1272	\$9.00	\$11,448	\$191
	Immediate Repairs at walkways	1	1	LS	1	\$11,460.00	\$11,460	\$11,460
Marine Facilities/Site								
	Parking Lot Asphalt Replacement	25	15	SY	3089	\$10.00	\$30,890	\$1,236
	Parking Lot Seal Coating	7	1	SY	3089	\$1.10	\$3,398	\$485
	Concrete Walkways (Sidewalks) - assumes 1/5 of total square footage is replaced every 15 years **	15	15	SF	316	\$9.00	\$2,844	\$190
	Boardwalk (East Building)	20	5	SF	1545	\$7.00	\$10,815	\$541
	Boardwalk (Center Building)	20	15	SF	1326	\$7.00	\$9,282	\$464
	Boardwalk (West Building)	20	15	SF	1629	\$7.00	\$11,403	\$570
	Boat Ramp Bulkhead & Concrete	50	20	LS	1	\$50,000.00	\$50,000	\$1,000
	Boat Ramp Decking	20	1	LS	1	\$200.00	\$200	\$10
	Concrete Dumpster Pads	60	30	SF	253	\$12.00	\$3,036	\$51
	Bulkhead (Existing Timber to be Replaced with Vinyl) *	25	5	LF	168	\$500.00	\$84,000	\$3,360
	Bulkhead (Existing Vinyl to be Replaced with Vinyl)	40	25	LF	300	\$400.00	\$120,000	\$3,000
	Vinyl Bulkhead Repairs	25	10	LS	1	\$10,000.00	\$10,000	\$400
	Bike Rack	30	10	EA	3	\$500.00	\$1,500	\$50
	Immediate Replacement of Parking Bumpers	1	1	EA	3	\$150.00	\$450	\$450
	Replacement of Parking Bumpers -total is 1/3 total amount of parking bumpers **	10	10	EA	18	\$150	\$2,700	\$270
							\$810,280	\$36,245

* estimated useful life for this item will increase from that shown if the assumed replacement product is used

** estimated useful life is more for this item, but it is not being replaced in its entirety for each replacement period



Bayshore Condominiums
 SCHEDULE OF REPLACEMENTS
 JANUARY 2012

Item #	Component	Estimated Current Replacement Cost	Estimated Remaining Useful Life	ESTIMATED FUTURE COSTS BY YEAR @ 2.7% INFLATION																	
				ESTIMATED FUTURE COSTS BY YEAR @ 2.7% INFLATION																	
				2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	2028 - 2029	2029 - 2030	2030 - 2031	2031 - 2032	2032 - 2033							
	Buildings																				
	Roofing	\$ 72,495	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Aluminum Roof Copping/Fascia	\$ 27,054	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Vinyl Soffit (at Eaves and Walkway Ceiling)	\$ 13,824	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Gutters	\$ 8,768	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Downspouts	\$ 6,216	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Vinyl Siding	\$ 46,805	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Vinyl Trim (J-channel and vinyl starter strip)	\$ 10,800	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Walkway Door Trim (replaced with 1"x4" PVC trim)	\$ 6,278	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Rear Deck Asbestos Siding (replace with vinyl)	\$ 51,250	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Rear Deck Flooring (replace with 3/4" T&G plywood with waterproof sheet membrane)	\$ 16,074	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Rear Deck Soffit	\$ 12,978	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Wood Decking (Front)	\$ 12,432	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Wood Railings (Front)	\$ 60,300	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Wood Framing for Walkways and Stairs (Front)	\$ 17,094	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Stair Stringers (Front)	\$ 9,677	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Walkway/Stair Support Posts (Front)	\$ 11,520	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Support Post Concrete Foundation (Front)	\$ 7,200	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Signage (Approx. 20)	\$ 3,000	30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Wood Railings (Rear Decks)	\$ 23,300	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Wood Stairs (Rear Decks)	\$ 6,240	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Wood Stairs (Rear Decks)	\$ 1,050	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Lattice (Stairs and Elec. Enclosures)	\$ 16,800	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Exterior Light Fixtures	\$ 1,500	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Exterior Showers	\$ 1,350	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Fire Alarm Pull Stations	\$ 1,350	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Fire Extinguisher Cabinets	\$ 1,350	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Electric Meter Enclosures	\$ 1,500	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Concrete Walkway (First Floor Front)	\$ 11,448	30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Immediate Repairs at walkways	\$ 11,460	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Site																				
	Parking Lot Asphalt Replacement	\$ 30,890	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Parking Lot Seal Coating	\$ 3,398	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Concrete Walkways (Sidewalks) - assumes 1/5 of total square footage is replaced every 15 years **	\$ 2,844	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Boardwalk (East Building)	\$ 10,815	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Boardwalk (Center Building)	\$ 9,282	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Boardwalk (West Building)	\$ 11,403	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Boat Ramp Bulkhead & Concrete	\$ 50,000	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Boat Ramp Decking	\$ 200	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Concrete Dumpster Pads	\$ 3,036	30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Bulkhead (Existing Timber to be Replaced with Vinyl) *	\$ 84,000	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Bulkhead (Existing Vinyl to be Replaced with Vinyl)	\$ 120,000	25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Vinyl Bulkhead Repairs	\$ 10,000	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Bike Rack	\$ 1,500	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Immediate Replacement of Parking Bumpers	\$ 450	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Replacement of Parking Bumpers -total is 1/3 total amount of parking bumpers **	\$ 2,700	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Starting Balance	\$ 140,000		\$ 212,302	\$ 253,972	\$ 286,560	\$ 340,084	\$ 384,566	\$ 46,065	\$ 83,883	\$ 122,728	\$ 162,428	\$ 203,002	\$ 244,468	\$ 286,560	\$ 340,084	\$ 384,566	\$ 460,143	\$ 513,302	\$ 573,800	\$ 640,302
	Annual Deposit	\$ 37,000		\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	
	Expenditures	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Estimated Interest @ 2.2%	\$ -		\$ 4,671	\$ 5,687	\$ 6,624	\$ 7,462	\$ 8,460	\$ 9,540	\$ 10,700	\$ 11,940	\$ 13,260	\$ 14,660	\$ 16,140	\$ 17,660	\$ 19,220	\$ 20,820	\$ 22,460	\$ 24,140	\$ 25,860	
	Ending Balance	\$ -		\$ 253,972	\$ 296,560	\$ 340,084	\$ 384,566	\$ 460,143	\$ 513,302	\$ 573,800	\$ 640,302	\$ 709,800	\$ 783,300	\$ 860,800	\$ 942,300	\$ 1,027,800	\$ 1,117,300	\$ 1,210,800	\$ 1,308,300	\$ 1,409,800	\$ 1,515,300

**BAYSHORE CONDOMINIUMS
 25 YEAR CASH FLOW DIAGRAM**

