

# Brodie Management, Inc.

March 16, 2017

William Schelhaus  
3800 Meghan Drive Unit 3C  
Baltimore, Maryland 21236

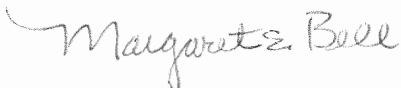
Re: **Resale - 3800 Meghan Drive Unit 3C**  
Silver Ridge Condominium  
Nottingham, Maryland 21236

Dear Mr. Schelhaus:

Enclosed is the certificate you requested in regard to the sale of the above referenced unit. Please have the Owners Statement (Exhibit A) completed before providing it to the prospective purchaser.

The Maryland Condominium Act requires the Seller or seller's agent to provide certain information to the Council of Unit Owners. For your convenience, we are enclosing a form, which lists the information required. Please have the purchaser provide you with the necessary information.

Sincerely,



Margaret E. Bell  
Regional Property Manager  
Brodie Management, Inc.  
Agent for Silver Ridge Condominium

MEB/pb

Enclosures

File: Silver Ridge Unit File

PO BOX 529 • TIMONIUM, MD • 21094-0529  
PHONE: 410.825.6060 • FAX: 410.296.1289  
EMAIL: [MARGARET@BRODIEMGMT.COM](mailto:MARGARET@BRODIEMGMT.COM)

**SILVER RIDGE CONDOMINIUM**  
**CONDOMINIUM RESALE CERTIFICATE**

March 16, 2017

William Schelhaus  
3800 Meghan Drive Unit 3C  
Baltimore, Maryland 21236

Re: **Resale - 3800 Meghan Drive Unit 3C**  
Selling Unit

**March 16, 2017**  
Date of Issuance

Dear Mr. Schelhaus:

Pursuant to your written request and Section 11-135(a) and (c) of the Maryland Condominium Act, the Council hereby certifies as follows, all information contained herein being as of the date of this Certificate:

1. A copy of the following documents are attached as exhibits to this Resale Certificate and constitute part of the information required to be provided to purchasers along with this Resale Certificate under Maryland Law:
  - a. Declaration
  - b. By-Laws and any amendments thereto; and
  - c. Rules and Regulations
  
2. There is no right of first refusal or other restraint on the free alienability of the unit other than any restraint created by the Unit Owner which would affect the proposed conveyance except for:

**Leasing of Units: Amendment to By-Laws, Article XIV, Section 1, Subsection (e) (1) (2) and (3) Leasing (a) – (g)**

3. The current monthly common expense assessment for the Selling Unit is **\$231.05** due on the 1st day of each month. There are unpaid common expenses, special assessments, late fees, attorney fees, costs of collection, interest and/or fines, due as of the date of this Certificate, in the amount of: **\$0.00**.
  
4. The following fees other than common expenses and special assessments are payable by Unit Owners to the Council of Unit Owners:

Other possible fees are late fees, reasonable attorney's fees, cost of collection, interest, and/or fines.

**None to the best knowledge of the Council**

5. The following capital expenditures approved by the Council of Unit Owners or its authorized designee which are planned but are not reflected in the current operating budget are: **\$0.00.**
6. The following items are attached as exhibits to this Resale Certificate and constitute part of the information required to be contained in this Resale Certificate under Maryland law:
  - a. Exhibit "B" – The most recent regularly prepared (unaudited) balance sheet and income expense statement of the Condominium.
  - b. Exhibit "C" – The current operating budget of the Condominium for the year 2017.
7. The judgments entered against the Condominium as of the date of this Resale Certificate are:

**None to the best knowledge of the Council**

The Council of Unit Owners is a party to the following pending suits:

**None to the best knowledge of the Council**

8. The insurance policies provided for the benefit of Unit Owners are issued by Schoenfeld Insurance. The following coverage is a general description of the provided (the actual terms of the policies prevail over the declaration):
  - a. All risk coverage on the buildings within the Condominium with a blanket limit of \$26,347,026.
  - b. Comprehensive general liability coverage with a limit of \$2,000,000/\$1,000,000 bodily injury/property damage per occurrence.
  - c. Director and Officers liability coverage with a limit of \$1,000,000.
  - d. Umbrella/Excess Liability - limit of \$2,000,000 aggregate.

The policies are available for inspection at 110 Old Padonia Road, Suite 202, Cockeysville, MD 21030, during regular business hours.

See attached Memo dated March 24, 2015 with regard to insurance that should be obtained by a unit owner.

9. The Council of Unit Owners has knowledge of the following violations of provisions of the Condominium's Declaration, Bylaws, or Rules and Regulations due to alterations or improvements to the Selling Unit or any limited common elements assigned to it:

**Replace damaged front unit door and frame**

10. The Council of Unit Owners has knowledge of the following violations of the health or building codes with respect to the Selling Unit, any limited common elements assigned to it or any other portion of the Condominium:

**None to the best knowledge of the Council**

11. Other than leases of individual Unit Owners, the Condominium is affected by the following leasehold estates:

**See governing documents**

12. The recreational or other facilities which are to be used by the Unit Owners or maintained by them or the Council of Unit Owners are: N/A.

The Council of Unit Owners and/or their agents or preparers of this Resale Certificate have, by necessity, had to utilize the existing records of the Condominium, the preparers of which could not contemplate their use in the preparation of this Resale Certificate.

To the best of the knowledge, information and belief of the Board of Directors of Silver Ridge Condominiums, and its agents engaged in the preparation of this Resale Certificate, the statements contained in this Certificate are true, correct, and complete as of the date of its issuance.

SILVER RIDGE CONDOMINIUM  
Brodie Management, Inc., Agent

By: Margaret Bell  
Margaret Bell, Regional Property Manager

**EXHIBIT A**  
**SILVER RIDGE CONDOMINIUM**  
**OWNER'S STATEMENT**  
**William Schelhaus**  
**3800 Meghan Drive Unit 3C**

1. The Selling Unit Owner has knowledge that the following alteration to the Selling Unit or the limited common elements assigned to it, if any, violates a provision of the Declaration, Bylaws or Rules and Regulations:

---

---

---

---

2. The Selling Unit Owner has knowledge of the following violation of the health or building codes with respect to the Selling Unit or the limited common elements assigned to the Selling Unit:

---

---

---

---

3. The unit is subject to the following extended lease (copy attached) under Section 11-137 of the Real Property Article of the Annotated Code of Maryland or under local law:

---

---

---

---

\_\_\_\_\_  
*Signature of Selling Unit Owner*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Selling Unit Owner*

\_\_\_\_\_  
*Date*

**BRODIE MANAGEMENT, INC.**  
**P.O. BOX 529**  
**TIMONIUM, MARYLAND 21094-0529**  
**Telephone: 410.825.6060**  
**Facsimile: 410.296.1289**

March 13, 2017

To: Unit Owners  
Silver Ridge Condominium

From: Margaret Bell, Regional Property Manager

Re: Insurance Required for Individual Units

The Maryland Legislature has amended the Maryland Condominium Act to clarify the responsibilities between the unit owners and the Condominium with regard to property and casualty insurance and any losses. **PLEASE NOTE:**

The law now provides that if the cause of any damage to any unit or the common elements originates from a unit, the owner of the unit where the cause of the damage originated is responsible for any insurance deductible under the condominium's policy, not to exceed \$5,000. **The Condominium's deductible is currently \$5,000.00.**

All unit owners should advise their insurance agents to have their Condominium Owner's Policy cover the amount of the Condominium's deductible or \$5,000, whichever is less. We also recommend that unit owners review their Condominium Owner's Policy to make certain that it adequately insures their improvements and betterments, personal property, liability and any other appropriate types of coverage available under such a policy.

As required by law, the Condominium continues to insure the condominium's common elements and units, exclusive of improvements and betterments installed in units by unit owners other than the developer.

**Balance Sheet (Repl Fd) - Brodie Management, Inc.****EXHIBIT B**

(01046) Silver Ridge Condominium - For February 2017

Account	Balance 2/28/2017
---------	----------------------

**\*\*ASSETS\*\*****OPERATING FUND:**

CASH - OPERATING ACCT	39,880.67
TOTAL OPERATING CASH	<u>39,880.67</u>
ACCTS REC-CONDO FEES	17,771.13
ACCTS REC-MISC CHGS	28,502.51
ACCTS REC-SPEC ASSESS	363.00
<b>TOTAL ACCTS RECEIVABLE</b>	<b>46,636.64</b>
ALLOWANCE FOR DOUBTFUL ACCTS	(17,373.07)
<b>NET ACCTS RECEIVABLE</b>	<b>29,263.57</b>
PREPAID INSURANCE	2,985.00
DUE (TO)/FROM REPL FUND	23,228.41
<b>TOTAL:</b>	<b><u>95,357.65</u></b>

**REPLACEMENT FUND:**

ROSEDALE BK CD .50% 6/2/17	50,636.13
MORGAN STANLEY	36,666.66
BK W SAN FRAN CD - .70% - 03/21/17	60,000.00
BEAL BANK CD - 1.00% - 11/22/17	60,000.00
DISCOVER BK CD - 1.30% - 06/21/18	90,000.00
BMW BK CD - 1.40% - 12/26/18	50,000.00
BMW BK CD - 1.60% - 12/23/19	50,000.00
DISCOVER BK CD - 1.90% - 12/21/20	50,000.00
DISCOVER BK CD - 2.15% - 12/21/21	50,000.00
MORGAN STANLEY - ELEVATOR FUND	9,029.50
BANK OF BARODA CD - .75% - 03/20/17	40,000.00
BEAL BANK CD - 1.00% - 11/22/17	40,000.00
BMW BK CD - 1.40% - 12/26/18	40,000.00
TOTAL REPLACEMENT CASH	<u>626,332.29</u>
RESERVE TRSFR DUE FR OPER	145,003.15
ACCRUED INT REC - REPF	775.38
DUE (TO)/FROM OPER FUND	(23,228.41)
<b>TOTAL:</b>	<b><u>748,882.41</u></b>

**TOTAL ASSETS:****844,240.06****\*\*LIAB. & FUND BALANCE\*\*****OPERATING FUND:****LIABILITIES**

A/P	145,003.15
ACCRUED EXPENSES	26,874.74
INSURANCE CLAIM CLEARING	10,560.46
PREPAID CONDO FEES	29,831.60
<b>TOTAL LIABILITIES</b>	<b><u>212,269.95</u></b>

**FUND BALANCE**

OPERATING FUND-BEG OF YR	(115,627.69)
NET SURPLUS/(DEFICIT)-OPER FD	<u>(1,284.61)</u>
<b>TOTAL FUND BALANCE</b>	<b>(116,912.30)</b>

**TOTAL:****95,357.65****REPLACEMENT FUND:**

**LIABILITIES**  
**FUND BALANCE**

**Balance Sheet (Repl Fd) - Brodie Management, Inc.**

(01046) Silver Ridge Condominium - For February 2017

Account	Balance 2/28/2017
TOTAL FUND BALANCE	748,882.41
TOTAL:	<u>748,882.41</u>
TOTAL LIAB/FUND BALANCE:	<u><u>844,240.06</u></u>



## Replacement Fund - Brodie Management, Inc.

(01046) Silver Ridge Condominium - For February 2017

Account	MTD Actual 2/28/2017	MTD Budget 2/28/2017	Difference	YTD Actual 2/28/2017	YTD Budget 2/28/2017	Difference	Annual Budget
<b>REVENUE:</b>							
3801 TRANSFERS FROM OPER FUND	17,167	17,167	0	34,333	34,333	0	208,000
3801-E TRANSFERS FROM OPER (TO ELEV)	2,000	2,000	0	4,000	4,000	0	24,000
3802 INTEREST INC - REPL FUND	594	0	594	594	0	594	0
<b>TOTAL REVENUE</b>	<b>19,760</b>	<b>19,167</b>	<b>594</b>	<b>38,927</b>	<b>38,333</b>	<b>594</b>	<b>230,000</b>
<b>EXPENDITURES:</b>							
3957 SERVICE CHARGES-BANK	175	0	(175)	175	0	(175)	0
<b>TOTAL EXPENDITURES</b>	<b>175</b>	<b>0</b>	<b>(175)</b>	<b>175</b>	<b>0</b>	<b>(175)</b>	<b>0</b>
<b>INC/(DEC) IN FUND</b>	<b>19,585</b>	<b>19,167</b>	<b>419</b>	<b>38,752</b>	<b>38,333</b>	<b>419</b>	<b>230,000</b>
3800 REPLACEMENT FUND-BEG OF YR	0	0	0	594,439	0	594,439	0
3800-E ELEVATOR FUND-BEG OF YR	0	0	0	115,691	0	115,691	0
<b>BEGINNING FUND BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>710,130</b>	<b>0</b>	<b>710,130</b>	<b>0</b>
<b>ENDING FUND BALANCE</b>	<b>19,585</b>	<b>19,167</b>	<b>419</b>	<b>748,882</b>	<b>38,333</b>	<b>710,549</b>	<b>230,000</b>
<b>TOTAL REPLACEMENT FUND BALANCE</b>	<b>19,585</b>	<b>19,167</b>	<b>419</b>	<b>748,882</b>	<b>38,333</b>	<b>710,549</b>	<b>230,000</b>



## Operating Fund Stmt. - Brodie Management, Inc.

(01046) Silver Ridge Condominium - For February 2017

Account	MTD Actual 2/28/2017	MTD Budget 2/28/2017	Difference	YTD Actual 2/28/2017	YTD Budget 2/28/2017	Difference	Annual Budget
5785 LEGAL	0	0	0	0	0	0	3,000
5790 PERMITS / LICENSES	0	0	0	0	0	0	289
5810 MISC ADMIN EXP	325	125	(200)	325	250	(75)	1,500
6680 INSURANCE EXP	0	0	0	17,272	17,601	329	54,605
<b>TOTAL ADMINISTRATIVE EXP</b>	<b>4,998</b>	<b>4,928</b>	<b>(70)</b>	<b>26,697</b>	<b>27,457</b>	<b>760</b>	<b>121,406</b>
7000 TRANSFER TO REPL FUND	17,167	17,167	0	34,333	34,333	0	206,000
7000-E TRANSFERS TO ELEV FUND	2,000	2,000	0	4,000	4,000	0	24,000
<b>TOTAL EXPENSES</b>	<b>45,415</b>	<b>73,998</b>	<b>28,583</b>	<b>118,127</b>	<b>153,009</b>	<b>34,882</b>	<b>695,406</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>12,915</b>	<b>(15,582)</b>	<b>28,497</b>	<b>(1,285)</b>	<b>(36,303)</b>	<b>35,019</b>	<b>4,673</b>

# EXHIBIT C

		SILVER RIDGE CONDOMINIUM					
		2017 APPROVED OPERATING FUND BUDGET					
		YEAR	PROJ	PROJ ACT	APPROVED	APPROVED	APPROVED
		TO DATE	ACTUAL	ELEVATOR	BUDGET	BUDGET	ELEV
Acct	Description	9/30/2016	2016	2016	2016	2017	2017
	<b>REVENUE</b>						
4010	Reg Assmts	481,763	642,346	0	642,346	658,409	0
4010-E	Elevator Fees	25,920	0	34,560	34,560	0	37,440
	Total Assessments	507,683	642,346	34,560	676,906	658,409	37,440
	<b>OTHER INCOME</b>						
8020	Late Charges	2,758	2,900	0	2,500	2,500	0
8047	Key Fees	444	500	0	500	500	0
8048	Blaster Income	100	300	0	1,000	400	0
8070	Interest Income	19	25	0	30	30	0
8080	Bad Check Charges	100	150	0	50	50	0
8063	Fines	225	300	0	1,500	750	0
	Total Other Income	3,646	4,175	0	5,580	4,230	0
	<b>TOTAL REVENUE</b>	511,329	646,521	34,560	682,486	662,639	37,440
	<b>PERSONNEL</b>						
5060	Worker's Comp Insur	(597)	(597)	0	582	582	0
	Total Personnel	(597)	(597)	0	582	582	0
	<b>UTILITIES</b>						
5140	Electricity	42,195	56,260	0	58,510	58,510	0
5150	Site Lights-Bulbs	164	400	0	600	600	0
5190	Water/Sewer	6,200	21,021	0	21,478	24,174	0
	Total Utilities	48,559	77,681	0	80,588	83,284	0
	<b>CONTRACTS</b>						
5205-E	Elevator	11,888	0	16,617	16,776	0	16,600
5210	Exterminator	1,640	2,240	0	2,500	2,500	0
5220	Trash Removal	2,271	2,928	0	2,928	2,928	0
5230	Snow Removal	69,180	70,000	0	65,000	70,000	0
5240	Grounds Contract	30,575	40,767	0	40,767	42,559	0
5255	Alarm Contract	2,100	3,700	0	3,900	3,900	0
5260	Cleaning Contract	17,533	25,183	0	26,335	24,300	0
5260D	Dryer Vent Cleaning	10,370	10,370	0	0	0	0
5260G	Gutter Cleaning	1,720	4,200	0	4,200	4,200	0
5280	Roof Inspection Contract	0	0	0	1,000	1,000	0
5280	One-Call Contract	947	947	0	947	947	0
	Total Contracts	148,224	160,335	16,617	164,353	152,334	16,600

Acct	Description	YEAR	PROJ	PROJ ACT	APPROVED	APPROVED	APPROVED
		TO DATE	ACTUAL	ELEVATOR	BUDGET	BUDGET	ELEV
		9/30/2016	2016	2016	2016	2017	2017
	<b>REPAIRS, MAINT &amp; SUPP</b>						
5342	Carpet Cleaning	7,073	8,100	0	8,100	8,100	0
5345	Signs	61	61	0	100	100	0
5387	Landscaping	2,385	9,900	0	9,900	11,000	0
5400	Casualty Loss	0	0	0	5,000	15,000	0
5420	Blaster Purchase	0	0	0	0	0	0
5422	Key Fob Purchases	0	0	0	100	0	0
5425	Repairs-Alarm System	1,432	2,000	0	2,000	2,000	0
5440	Repairs-Contract	31,455	33,000	0	20,000	30,000	0
5445	Repairs-Electrical	15,071	18,000	0	9,500	15,000	0
5447-E	Repairs-Elevator	2,000	0	1,641	2,000	0	2,000
5448	Repairs-Intercom	89	250	0	1,500	1,000	0
5478	Repairs-Plumbing	277	1,500	0	3,000	2,000	0
5480	Repairs-Roads	0	500	0	500	500	0
5485	Repairs-Roofs	3,731	4,100	0	2,500	2,500	0
5846	Repairs-Sprinklers	1,738	2,000	0	2,000	2,000	0
	<b>Total Rep, Maint &amp; Supplies</b>	<b>65,312</b>	<b>79,411</b>	<b>1,641</b>	<b>66,200</b>	<b>89,200</b>	<b>2,000</b>
	<b>ADMINISTRATIVE EXPENSE</b>						
5710	Telephone	2,375	3,200	0	3,200	3,300	0
5710-E	Telephone-Elevator	1,124	0	1,360	1,500	0	1,500
5720	Postage	996	1,200	0	1,000	1,200	0
5730	Website	0	0	0	0	2,500	0
5740	Forms/Office Supplies	3,074	3,600	0	3,000	3,500	0
5750	Management Fee	33,517	44,690	0	44,690	45,137	0
5770	Bad Debt Expense	2,250	3,000	0	3,000	3,000	0
5780	Accounting/Audit	1,850	1,850	0	1,875	1,875	0
5785	Legal	2,552	3,000	0	2,500	3,000	0
5790	Permits / Licenses	289	289	0	289	289	0
5810	Misc. Admin Expense	1,054	1,500	0	1,500	1,500	0
6670	Income Tax Exp	0	0	0	0	0	0
6680	Insurance Exp	52,005	52,005	0	43,658	54,605	0
	<b>Total Administrative Exp</b>	<b>101,086</b>	<b>114,334</b>	<b>1,360</b>	<b>106,212</b>	<b>119,906</b>	<b>1,500</b>
	<b>TOTAL OPERATING EXP</b>	<b>362,584</b>	<b>431,164</b>	<b>19,618</b>	<b>417,935</b>	<b>445,306</b>	<b>20,100</b>
7000	Transfer to Replacemnt Fund	165,000	220,000		220,000	206,000	0
7000-E	Transfer to Elevator Fund	11,972		15,962	15,962	0	24,000
	<b>TOTAL EXPENSE</b>	<b>539,556</b>	<b>651,164</b>	<b>35,580</b>	<b>653,897</b>	<b>651,306</b>	<b>44,100</b>
	Surplus/(Deficit)	(28,227)	(4,643)	(1,020)	28,589	11,333	(6,660)
	Deficit from 12/31/15 Audit		(60,561)	0	0	(65,204)	(1,020)
	Net Surplus/(Deficit)		(65,204)	(1,020)	28,589	(53,871)	(7,680)

**SILVER RIDGE CONDOMINIUM**  
**PURCHASER'S NOTICE TO COUNCIL OF UNIT OWNERS**

**Please attach a copy of the HUD 1 settlement sheet to this page**

*(Complete at or after settlement and forward to Council of Unit Owners at  
P.O. Box 529, Timonium, Maryland 21094-0529)*

**TO:** Council of Unit Owners of Silver Ridge Condominium

The following information is provided as required by Section 11-135(h) of the Maryland Condominium Act relating to the sale and transfer of the unit identified herein:

Unit Address: **3800 Meghan Drive Unit 3C**

Prior Unit Owner (Seller): **William Schelhaus**

Forwarding Address: \_\_\_\_\_

New Unit Owner (Buyer): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Buyer's Mortgagee: \_\_\_\_\_

Mortgagee's Address: \_\_\_\_\_  
\_\_\_\_\_

Date of Settlement: \_\_\_\_\_

The proportionate amounts of any outstanding condominium fees or assessments assumed by the Seller(s) and Buyer(s) are as follows:

\_\_\_\_\_

\_\_\_\_\_  
Purchaser or Agent

\_\_\_\_\_  
Date

***Note to New Owner: In order to assure that you receive proper credit for your payments,  
please return this form so that you can be sent coupons with your account number.  
Do not use prior owner's coupons.***

## Silver Ridge Condominium at Silver Spring Station

Amended By-law  
Article XII, Section 4

This amendment is intended to amend Article XII, Section 4 of the By-Laws of the Silver Ridge Condominium at Silver Spring Station which are recorded in liber 8433, folio 848 of the land records of Baltimore County, Maryland.

### Article XII, Section 4. Restoration Covered by Insurance/ Unit Owner Responsibility for Property Insurance Deductible

In the event that any damage to, or destruction of, a unit or common element is covered by the blanket property insurance policy held by the council of unit owners, the council of unit owners shall be responsible for the repair and replacement of the damaged or destroyed property pursuant to Section 2 of Article XI hereof. **If the cause of any damage to or destruction of any portion of the condominium originates within a unit or a unit owner, his/hers tenant, agent, servant, guest, contractor or employee causes damage to a unit or the common element, the owner of the unit shall be responsible for the Council of Unit Owners' property insurance deductible in an amount not to exceed the greater of \$1,000 or such other amount as may be permitted by the Maryland Condominium Act.**

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



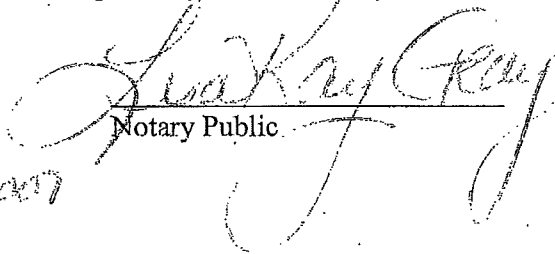
John M. Oliveri, Esq.

AFTER RECORDING, PLEASE  
RETURN TO:

Oliveri & Associates, LLC  
700 Melvin Avenue, Suite 8  
Annapolis, Maryland 21401

STATE OF MARYLAND, COUNTY OF Alameda, TO WIT:

I HEREBY CERTIFY that on this 3<sup>rd</sup> day of November, 2006, before me, the subscriber, a Notary Public for the state aforesaid, personally appeared Marie Reich,- Secretary for Silver Ridge Condominium at Silver Spring Station, and acknowledged the foregoing to be the act of said Condominium and she further acknowledged and certified that she is the person specified in the By-laws to tally votes at meetings of the Condominium and that the foregoing was approved by the percentage of votes required by law and the By-laws of the Condominium.

  
Notary Public

My Commission Expires: 11-1-2007



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

I HEREBY CERTIFY AS FOLLOWS:

1. That I am the person designated pursuant to Article XVIII, Section 4 the By-Laws of Silver Ridge Condominium at Silver Spring Station to count and record the votes at the meeting of the Council of Unit Owners of the Silver Ridge Condominium at Silver Spring Station held on November 14, 2006.
2. That the amendment of Article XII, Section 4 was duly approved by unit owners having the required percentage of votes at a meeting of the Council of Unit Owners of Silver Ridge Condominium at Silver Spring Station held on November 14, 2006 and shall be effective upon recordation.
3. That at the November 14, 2006 meeting, the amendment to Article XII, Section 4 of the By-Laws of Silver Ridge Condominium at Silver Spring Station was approved by 76.23% of the unit owners with 186 votes approving the amendment and 24 votes against the amendment.
4. As of November 14, 2006, there were 244 eligible unit owners to vote on the amendment.



Marie Reich, Secretary  
For Silver Ridge Condominium at Silver Spring  
Station

BY-LAWS  
OF  
SILVER RIDGE CONDOMINIUM AT SILVER SPRING STATION

TABLE OF CONTENTS

		<u>Page No.</u>
Article I	Administration	1
	1 - Form of Administration	1
	2 - Applicability of By-laws	1
	3 - Mailing Address	1
Article II	Powers of Council of Unit Owners	1
Article III	Meetings of Council of Unit Owners	3
	1 - Annual Meetings	3
	2 - Special Meetings	3
	3 - Notice of Meetings	4
	4 - Quorum	4
	5 - Proxies	4
	6 - Voting	5
	7 - List of Unit Owners	5
	8 - Order of Business	5
	9 - Informal Action	6
Article IV	Board of Directors	6
	1 - Number and Qualification	6
	2 - Powers	6
	3 - Election and Term of Office	8
	4 - Vacancies	8
	5 - Removal	9
	6 - Regular and Special Meetings	9
	7 - Quorum	9
	8 - Informal Action	9
	9 - Compensation	10
	10 - Fidelity Bonds	10
Article V	Nominations of Directors	10
	1 - Nominating Committee	10
	2 - Other Nominations	11
	3 - Election Materials	11
Article VI	Officers	11
	1 - Executive Officers	11
	2 - President	11
	3 - Vice President	11
	4 - Secretary or Secretary-Treasurer	12
	5 - Treasurer or Secretary-Treasurer	12
	6 - Assistant Officers	12
	7 - Subordinate Officers	12

Article VI cont.	8 - Delegation of Duties	12
	9 - Compensation	12
	10 - Removal	13
	11 - Vacancies	13
	12 - Contracts and Other Instruments	13
Article VII	Limited Liability and Indemnity	13
	1 - Officer and Director Liability	13
	2 - Indemnification	13
	3 - Unit Owner Liability	13
Article VIII	Manager	14
Article IX	Common Expenses	14
	1 - Assessments	14
	2 - Working Capital and Reserve Funds	15
	3 - Additional Assessments	16
	4 - Payment of Common Expenses	17
	5 - Other Charges and Fines	17
	6 - Assessment Lien	18
	7 - Collection of Common Expenses and Other Charges	19
	8 - No Limitation of Remedies	20
Article X	Books and Records	20
Article XI	Insurance	21
	1 - Protective Policies	21
	2 - Disbursement of Insurance Proceeds	24
Article XII	Maintenance of the Property	25
	1 - Common Elements	25
	2 - Limited Common Elements	25
	3 - Units	25
	4 - Restoration Covered by Insurance	26
	5 - Additions, Alterations, Improve- ments and Decorations	26
	6 - Water and Electricity	26
Article XIII	Parking	27
Article XIV	Rules and Regulations	27
	1 - Land Use	27
	2 - Signs	28
	3 - Parking	28
	4 - Nuisance	28
	5 - Noise	28
	6 - Fire	28

Article XIV cont.	7 - Animals	28
	8 - Halls, Stairways, Walkways and Parking Areas	29
	9 - Electricity	29
	10 - Vermin, Insects or Other Pests	29
	11 - Bottles, Trash or Garbage	29
	12 - Articles Hung from Property	29
Article XV	Adoption of Rules and Regulations by the Board of Directors	30
	1 - Authorization	30
	2 - Notice of Meeting	30
	3 - Voting	30
	4 - Modification or Repeal	30
	5 - Compliance with Condominium Act	30
	6 - Effective Date	30
	7 - Right of Disapproval	31
Article XVI	Dispute Resolution	31
	1 - Arbitration	31
	2 - Failure to Comply	31
	3 - Enforcement	32
	4 - Sole Procedure	32
Article XVII	Resident Agent	32
	1 - Name and Address	32
	2 - Filing of Notice	32
Article XVIII	General Provisions	33
	1 - Notice	33
	2 - Waiver	33
	3 - Captions	33
	4 - Amendment of By-Laws	33
	5 - Severability	34

BY-LAWS  
OF

SILVER RIDGE CONDOMINIUM AT SILVER SPRING STATION

Dated: March 22, 1990

C RC/F 157.00  
SM CLERK 157.00  
#65710 C001 R02 T13:  
03/22/

ARTICLE I

ADMINISTRATION

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

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

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

ARTICLE II

POWERS OF COUNCIL OF UNIT OWNERS

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

TRANSFER TAX NOT REQUIRED

RECEIVED FOR TRANSFER

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

State Department of  
Assessments & Taxation  
for Baltimore County

SIGNATURE

DATE

JR 3-22-90

BALTIMORE COUNTY, MARYLAND

Authorized Signature

TR 3-22-90

157

- (a) To have perpetual existence subject to the right of the unit owners to terminate the condominium regime, as provided in the Condominium Act or in the Declaration;
- (b) To adopt and amend reasonable rules and regulations;
- (c) To adopt and amend budgets for revenues, expenditures and reserves, and collect assessments for common expenses from unit owners;
- (d) To sue and be sued, and complain and defend, in any court;
- (e) To transact its business, carry on its operations and exercise the powers provided in the Condominium Act, in any state, territory, district or possession of the United States, and in any foreign country;
- (f) To make contracts and guarantees, incur liabilities, borrow money, and to sell, mortgage, lease, pledge, exchange, convey, transfer and otherwise dispose of any part of its property and assets;
- (g) To issue bonds, notes and other obligations, and secure the same by mortgage or deed of trust, on any part of its property, franchises and income;
- (h) To acquire by purchase or in any other manner, and to take, receive, own, hold, use, employ, improve and otherwise deal with any property, real or personal, or any interest therein, wherever located;
- (i) To hire and terminate managing agents and other employees, agents and independent contractors;
- (j) To purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, corporations of this State, or foreign corporations, and of associations, partnerships and individuals;
- (k) To invest its funds and to lend money in any manner appropriate to enable it to carry on the operations or to fulfill the purposes named in the Declaration or By-laws, and to take and to hold real and personal property as security for the payment of funds so invested or loaned;
- (l) To regulate the use, maintenance, repair, replacement and modification of the common elements;
- (m) To cause additional improvements to be made as a part of the general common elements;
- (n) To grant easements, rights of way, licenses, leases and similar interests through or over the common elements in accordance with the Condominium Act and the Declaration;
- (o) To impose charges for late payment of assessments and, subject to the provisions of Article XVI of these By-laws, levy reasonable fines for

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

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

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

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

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

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

### ARTICLE III

#### MEETINGS OF COUNCIL OF UNIT OWNERS

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

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



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

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

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

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

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

Section 6. Voting.

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

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

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

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

1. Organization and roll call.

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

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

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

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

6. Unfinished business.

7. New business.

8. Adjournment.

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

#### ARTICLE IV

##### BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE V

### NOMINATIONS OF DIRECTORS

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

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

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

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

## ARTICLE VI

### OFFICERS

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

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

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



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

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

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

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

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

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

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

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

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

## ARTICLE VII

### LIMITED LIABILITY AND INDEMNITY

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

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

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

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

ARTICLE VIII

MANAGER

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

ARTICLE IX

COMMON EXPENSES

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

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

Section 2. Working Capital and Reserve Funds.

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

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

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

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

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

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

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

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

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

Section 5. Other Charges and Fines.

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

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

Section 6. Assessment Lien.

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

STATEMENT OF CONDOMINIUM LIEN

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

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

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

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

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

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

Section 7. Collection of Common Expenses and Other Charges.

(a) If there be any default in payment of the common expenses, other charges or fines, in the manner and at the time or times provided therefor in Sections 4 and 5 of this Article IX, and same shall continue for a period of fifteen (15) days, the council of unit owners shall have the immediate right: (i) to institute suit for collection of the sum due, with interest thereon at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law, accounting from the date of default; and (ii) to record a statement of (condominium) lien against the unit of the defaulting unit owner, and proceed forthwith, or at any time after recordation of the statement, to enforce the same through sale, foreclosure, or any other means permitted under the Condominium Act and the Maryland Contract Lien Act (or any successor statute), as applicable. By the acceptance of any title to, or ownership of, his condominium unit, the unit owner shall be deemed to have expressly:

(i) authorized enforcement and foreclosure of the lien of the statement of (condominium) lien by the council of unit owners, in the same manner, and subject to the same requirements, as the foreclosure of mortgages on real property in this State, containing a power of sale or an assent to a decree, or both; (ii) assented to the passage of a decree for the sale of his condominium unit after the continuance of his default, following recordation of the statement of (condominium) lien; and (iii) covenanted, agreed and declared that, after the continuance of his default following recordation of the statement of (condominium) lien, Robert N. Meyers, acting as agent of the council of unit owners, or any substituted person designated as the agent of the council of unit owners for such purpose by the recordation by the council of unit owners of a Deed of Appointment among the Land Records of Baltimore County, shall have the absolute power, right and privilege to sell his condominium unit in accordance with the Public General Laws of the State of Maryland and the Maryland Rules of Procedure relating to foreclosure of mortgages, as such Laws and Rules are from time to time amended and supplemented; provided, however, that no action may be brought to enforce the lien except after ten (10) days' written notice to the defaulting unit owner, given by certified or registered mail, return receipt requested, at the address of the unit owner shown on the roster or books of the council of unit owners.

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



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

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

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

#### ARTICLE X

##### BOOKS AND RECORDS

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

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

## ARTICLE XI

### INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The condominium regime is terminated;

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

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

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

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

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

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

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

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

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

## ARTICLE XII

### MAINTENANCE OF THE PROPERTY

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

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

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

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

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

Section 5. Additions, Alterations, Improvements and Decorations.

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

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

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

ARTICLE XIII

PARKING

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

ARTICLE XIV

RULES AND REGULATIONS

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

Section 1. Land Use.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE XV

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

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

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

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

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

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

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

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

## ARTICLE XVI

### DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XVII

RESIDENT AGENT

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

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

ARTICLE XVIII

GENERAL PROVISIONS

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

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

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

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

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

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

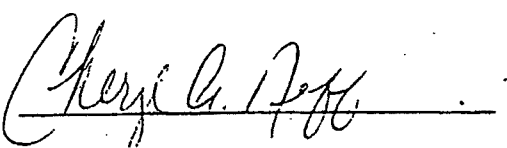
WITNESS the hand of the Developer as of the day and year first above written.

WITNESS:

DURBAN ROAD LIMYTED PARTNERSHIP



By:   
Kimberly B. Strutt, General Partner

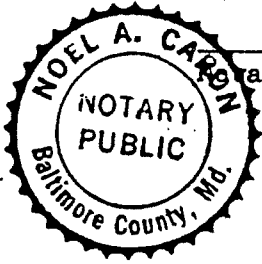


By:   
Jack H. Pechter, General Partner

STATE OF MARYLAND )  
 )  
OF ) , to wit:

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

AS WITNESS my hand and Notarial Seal.



Noel A. Caron

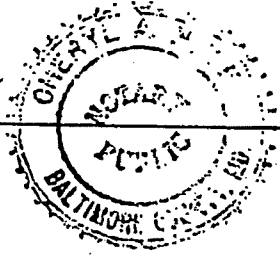
My Commission expires: JULY 5 1990

Notary Public

STATE OF MARYLAND )  
 )  
OF ) , to wit:

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

AS WITNESS my hand and Notarial Seal.



Cheryl A. Ayff

Notary Public

My Commission expires: 7/1/90



**FIRST AMENDMENT TO BYLAWS  
SILVER RIDGE CONDOMINIUM AT SILVER SPRING STATION**

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

**INTRODUCTORY STATEMENT**

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

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

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

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

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

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

WITNESS:

COUNCIL OF UNIT OWNERS  
SILVER RIDGE CONDOMINIUM  
ASSOCIATION

Jay E. John

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

Carol M. Lynch

By: Carol M. Lynch (SEAL)  
Secretary

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

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

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

Jay E. John  
Notary Public  
BALTIMORE CO., MD.

My Commission Expires:

6/18/95

06/29/92

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

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

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

Carol M. Lynch  
Notary Public

My Commission Expires:

6/18/95

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

2 David M. Meadows  
David M. Meadows



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

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

NOW THEREFORE as of the Twentieth day of September, 1994, the said Bylaws of Silver Ridge Condominium at Silver Spring Station are amended as follows:

H RC/F 25.00

0 #

SK CLERK 25.00

#553270 0009 302 713:41

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

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

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

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

4 25

09/20/94

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

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

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

---

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

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

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

---

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

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

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

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

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

The foregoing amendments shall take effect immediately.

ATTEST:

Myrtle Robertson  
Myrtle Robertson, President

Carol Lynch  
Carol Lynch, Secretary

**CERTIFICATE OF APPROVAL**

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

AS WITNESS my hand and seal.

ATTEST:

Myrtle Robertson (SEAL)  
Myrtle Robertson, President

Carol Lynch  
Carol Lynch, Secretary

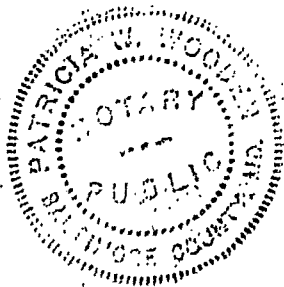
**STATE OF MARYLAND, BALTIMORE COUNTY:**

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

AS WITNESS my signature and notarial seal.

Patricia W. Wooden  
Notary Public

My Commission Expires: 7-1-95



**RETURN TO:**

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

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

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

**INTRODUCTORY STATEMENT**

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

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

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

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

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





STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

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

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

Barbara L. Hoot  
Notary Public

My Commission Expires:  
7/1/03

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

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

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

Barbara L. Hoot  
Notary Public

My Commission Expires:  
7/1/03

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

Michael J. Jack  
Michael J. Jack

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

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

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (If Applicable)
Cite or Explain Authority

4 Consideration and Tax Calculations
Table with columns for Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Finance Office Use Only, Transfer and Recordation Tax Consideration.

5 Fees
Table with columns for Amount of Fees, Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other, District, Property Tax ID No., Grantor Liber/Folio, Map, Parcel No., Var. LOG.

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

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Doc. 2 - Grantor(s) Name(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)
New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed
Doc. 1 - Additional Names to be Indexed (Optional)
Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Michael J. Jack
Firm:
Address: 70 South Charles ST 12th Flr Baltimore MD 21201 Phone: (410) 539-8415

Assessment Information
Yes No Will the property being conveyed be the grantee's principal residence?
Yes No Does transfer include personal property? If yes, identify:
Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line
Terminal Verification Agricultural Verification Whole Part Tran. Process Verification
Transfer Number: Date Received: Deed Reference: Assigned Property No.
Year 19 19 Geo. Map Sub Block
Land Zoning Grid Plat Lot
Buildings Use Parcel TAX NOT REQUIRED
Total Town Od. Ex. s Director of Budget and Finance
REMARKS: BALTIMORE COUNTY, MARYLAND

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOG-GC-300 (6/95)
COUNTY TRANSFER TAX
Per Jay Blugger Sec 33-139
RECORDATION TAX
Per Jay Blugger T.P. ART 12-108
Date 9/20/02

Space Reserved for County Verifier:
Court Clerk Recording Validation

IMP FD SURE \$ 5.00
RECORDING FEE 28.00
TOTAL 33.00
BAGB Rpt # 38981
CR Bk # 4733
27, 2002 11:54 am

DECLARATION ESTABLISHING A CONDOMINIUM REGIME  
TO BE KNOWN AS SILVER RIDGE CONDOMINIUM AT SILVER SPRING STATION

THIS DECLARATION is made this 22 day of March, 1990, by Durban Road Limited Partnership, a Maryland limited partnership, hereinafter called "Developer".

WHEREAS, Developer holds the fee simple title to the land hereinafter described and desires to subject said land, together with the buildings and improvements erected thereon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, including the hereinafter described rights-of-ways, to a condominium regime, as provided for in the Condominium Act, and hereby to establish for the property, a condominium regime to be known as "SILVER RIDGE CONDOMINIUM AT SILVER SPRING STATION".

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That Developer, for itself, its successors and assigns, does hereby expressly establish and declare the following:

ARTICLE I

DEFINITIONS

C RC/F 249.00  
DECLAR 0  
SH CLERK 249.00  
#65709 C001 R02 T13:5  
03/22/90

As used in this Declaration, and the By-laws annexed hereto, except to the extent otherwise expressly provided, or otherwise resulting from necessary implication, the following terms shall have the meanings herein ascribed thereto. The terms herein defined are:

(a) Condominium Act. Condominium Act means and refers to Title 11 of the Real Property Article of the Annotated Code of Maryland, as heretofore and hereafter amended.

(b) Land.

(i) (A) Land means and includes all that parcel of ground, located in the Eleventh Election District of Baltimore County, in the State of Maryland, and more particularly described in Exhibit A attached hereto, which parcel is herein called "Parcel 1".

(B) TOGETHER WITH the following rights and easements:

(1) The right of the unit owners, in common with the Developer, of forever using the 1st General Easement Area (as described in Exhibit B attached hereto) as a right-of-way and means of vehicular and pedestrian access between Parcel 1 and all buildings and other improvements now or hereafter located thereon, on the one hand, and the publicly owned portion of Chardel Road located southwest of the 1st General Easement Area, on the other hand.

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Baltimore County

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

TRANSFER TAX NOT REQUIRED

Barney Zil

JR 3-22-90

SIGNATURE JR DATE 3-22-90

(2) The right of the unit owners, in common with the Developer, of forever using the 2nd General Easement Area (as described in Exhibit C attached hereto) as a right-of-way and means of vehicular and pedestrian access between Parcel 1 and all buildings and other improvements now or hereafter located thereon, on the one hand, and the publicly owned portion of Danshire Road located southwest of the 2nd General Easement Area, on the other hand.

(3) The right of the unit owners, in common with the Developer, to: (aa) maintain and use all water lines, mains, facilities, and installations constructed, installed, maintained or operated in, under or through the 1st Utility Easement Area (as described in Exhibit D attached hereto); (bb) take water from said lines, mains, facilities and installations for use on Parcel 1, and in and for the dwelling units, vegetation, walkways, parking areas, and other improvements now or hereafter located thereon, upon payment for such water at the rate charged by the governmental agency or public utility supplying such water; and (cc) construct, install, maintain and operate other water lines, mains, facilities and installations in, under or through the 1st Utility Easement Area.

(4) The right of the unit owners, in common with the Developer, to: (aa) maintain and use all sanitary sewer lines, mains, facilities and installations constructed, installed, maintained or operated in, under or through the 2nd Utility Easement Area (as described in Exhibit E attached hereto); (bb) discharge into said lines, mains, facilities and installations, sewage from Parcel 1 and the dwelling units and other improvements now or hereafter located thereon; and (cc) construct, install, maintain and operate other sanitary lines, mains, facilities and installations, in, under or through the 2nd Utility Easement Area.

(5) The right of the unit owners, in common with the Developer, to discharge and drain onto and across Parcels 2 and 3, surface water flowing on, over and from Parcel 1.

(C) SUBJECT, HOWEVER, to the right of the Developer to grant blanket and location specific easements upon, across, over, in, under and through the general common elements for the installation, operation, inspection, cleaning, repair and replacement of telephone, electric, gas, cable TV and other utility lines, mains, facilities and installations, all for the benefit of the remaining property of the Developer in Silver Spring Station (as hereinafter defined), whether or not located within the Silver Ridge development area.

(D) For the better regulation of the mutual interests of the unit owners, as one of the parties, and the Developer, as the other party, in and to the rights and easements set forth above, the following shall apply:

(1) Each of the parties shall have the right and privilege of entering upon the 1st and 2nd General Easement Areas and the 1st and 2nd Utility Easement Areas, whenever necessary, to make openings and excavations therein and to construct, install, maintain or operate utilities and appurtenances therein, or roadways, parking spaces and appurtenances

thereon, provided, however, that in each case the ground, paving, and other improvements shall be restored and left in good condition;

(2) No building or similar structure of any kind shall be constructed, installed, maintained or operated in, on or over any portion of the 1st or 2nd General Easement Areas or the 1st or 2nd Utility Easement Areas; except that roadways, parking spaces, sidewalks, fences, walls and other screening devices, light poles and standards, directional signs and sign posts, and curbs and other similar barriers may be constructed, installed, maintained and operated in, on and over the 1st and 2nd General Easement Areas and the 1st and 2nd Utility Easement Areas, so long as not impeding the free flow of vehicular traffic along the roadways within the 1st and 2nd General Easement Areas, which roadways shall each be at least twenty-four feet (24') wide; provided that all such construction and installation by the council of unit owners shall be subject to the covenants, conditions and restrictions described in Subparagraph (d)(i) of Article I of this Declaration.

(3) So long as the Silver Ridge development area (as hereinafter defined) consists of two or more tracts (as hereinafter defined) under separate ownership, all unit owners in the condominium to be deemed a single owner of the land located within the condominium, the cost of the maintenance (including, but not limited to, the inspection, cleaning, repair and replacement) of all roadways, parking areas, and appurtenant facilities and installations, and all water, sanitary sewer and storm water drainage lines, mains, facilities and installations, located in, on, or through each such easement area, and the cost of all water furnished by the governmental agency or public utility supplying such water to any of the ground located within such area, or any dwelling unit or improvement located or to be located thereon, shall be divided between or among the owners of the various tracts within the Silver Ridge development area, as follows:

(aa) The owner, from time to time, of each tract in the Southwest Section of the Silver Ridge development area shall pay a proportionate share of the cost of the maintenance of the roadway, and appurtenant facilities and installations, such as light poles and standards, directional signs and sign posts, and curbs and sidewalks, located within the 1st and 2nd General Easement Areas, which share shall be determined on a pro rata basis, in accordance with the proportion that the number of dwelling units erected on its tract bears to the total number of dwelling units erected on all tracts in the Southwest Section of the Silver Ridge development area.

(bb) The owner, from time to time, of each tract in the Silver Ridge development area shall pay a proportionate share of the cost of all water taken from pipes used in common, which share shall be determined on a pro rata basis, in accordance with the proportion that the number of dwelling units erected on its tract, and connected to such pipes, bears to the total number of dwelling units erected within the Silver Ridge development area which are connected to such pipes.

(cc) The owner, from time to time, of each tract in the Silver Ridge development area shall pay a proportionate share of the cost of the maintenance of any water line, main, facility or installation

located within the 1st Utility Easement Area, which share shall be determined on a pro rata basis in accordance with the proportion that the number of dwelling units erected on its tract, and served by such water line, main, facility or installation, bears to the total number of dwelling units erected within the Silver Ridge development area which are served by such water line, main, facility or installation.

(dd) The owner, from time to time, of each tract in the Silver Ridge development area shall pay a proportionate share of the cost of the maintenance of any sanitary sewer line, main, facility or installation located within 2nd Utility Easement Area, which share shall be determined on a pro rata basis, in accordance with the proportion that the number of dwelling units erected on its tract, and served by such sanitary sewer line, main, facility or installation, bears to the total number of dwelling units erected within the Silver Ridge development area which are served by such sanitary sewer line, main, facility or installation.

(ee) Notwithstanding the preceding provisions of this Subparagraph (3), if the owner of any tract dirties, damages or destroys any fully or partially constructed paving, utility or other improvement located within any such easement area, said owner shall, at its sole cost and expense, clean, repair and/or replace the dirtied, damaged or destroyed paving, utility or other improvement.

(ff) For the purposes of this Subparagraph (3), (i) a dwelling unit shall be deemed erected immediately after same is substantially complete and available for occupancy, without regard to the fact that the dwelling unit may not yet be occupied, and (ii) a dwelling unit may, but need not, consist of a condominium unit.

(gg) All expenses allocated to the unit owners (as unit owners) under this Subparagraph (3) shall be common expenses of the condominium.

(E) Except as otherwise expressly set forth in this Paragraph (b) of Article I of this Declaration, it is understood and agreed that the rights and easements hereinabove set forth shall inure to the benefit of the unit owners, or the Developer, as the case may be, their respective personal representatives, heirs, successors and assigns, forever, as appurtenances running with the units or ground involved, but not to the benefit of any tenant or licensee of either of said parties, or to any other person, firm, corporation or legal entity, having no legal or equitable interest in the units or ground to which such rights and easements appertain, it being the intent hereof that any right or easement of any tenant, licensee or other person shall be dependent upon and derived solely from the rights and easements of the unit owners holding an interest in the condominium regime, or of the Developer, holding those rights and easements excluded and reserved from the condominium regime, as legal or equitable owners of the units or ground involved, to which each such right and easement shall be deemed appurtenant, same to run with said units or ground.

(ii) The term "land" also means and includes each parcel of ground, if any, hereafter subjected to this condominium regime as provided in Article VIII hereof.

(c) Building

(i) Building means and includes the four-story structure, containing twenty-three (23) condominium units, that is constructed on Parcel 1 in accordance with the architectural, mechanical and other drawings prepared by Thomas G. Jewell, AIA, Architect, of The JH Group, Architects, 914 North Charles Street, Baltimore, Maryland 21201-5325, entitled "Apartments, Silver Spring Station, Section 11-Phase A, Cottington Road, White Marsh, Md.", dated May 9, 1988, as heretofore and hereafter amended by or on behalf of the Developer, and comprised of the following:

Cover Sheet (Building Types, Code Review); Architectural Drawings, Sheet A-1 (Key Plans, Wall Types, Schedules); Sheet A-2 (Elevations, Sections - Buildings A & C; Sheet A-3 (Elevations, Sections - Buildings B & C); Sheet A-4 (Apartment Plan, Handicapped Details); Sheet A-5 (Apartment Plans, Bathroom Details); Sheet A-6 (Apartment Plans); Sheet A-7 (Storage Room Plans, Door Head/Jamb Details); Sheet A-8 (Building Section - Large Scale); Sheet A-9 (Elevation, Sections - Large Scale); Sheet A-10 (Window Details); Sheet A-11 (Stair Section - Large Scale); Sheet A-12 (Stair Plans & Details); Sheet A-13 (Kitchen Details); Sheet A-14 (Kitchen Details); Mechanical Drawings, Sheet M-1 (Typical 2 Bedroom, Lower, First and Second Floors; Typical 3 Bedroom, Buildings A & C, Lower, First & Second Floors; Typical Handicap; Detail-Vent Hood); Sheet M-2 (3 Bedroom Unit, Building B - Lower Level, First Floor and Second Floor; 1 Bedroom Unit, Buildings A & B - Lower Level; Part-Lower Level Plan-Typical Janitor's Room; Detail-Flexible Duct Installation; Air Diffuser Schedule; Air Conditioning Unit Schedule); Sheet M-3 (Typical 3 Bedroom, Building B, Third Floor; Typical 3 Bedroom, Buildings A & C, Third Floor; Typical 2 Bedroom, Third Floor); Electrical Drawings, Sheet E-1 (Typical 3 Bedroom, Buildings A & C; Typical 2 Bedroom; Typical Handicap Unit; Electrical Symbols; Description of Lighting Fixtures; Schedule of Lighting Fixtures); Sheet E-2 (3 Bedroom, Building B, Lower Level and First Floor; 1 Bedroom, Buildings A & B, Lower Level; Schedule of Panel (Unit); Wire Size Schedule of Circuits 18 and 19; Security System); Sheet E-3 (Plan-Building A-4100/4102 Chardel; Plan-Building A-4104/4106 Chardel; Plan-Building B-3800/3802 Meghan; Plan-Building C-3800/3802 Wean; Diagram-Security System Riser; Diagram-Telephone System); Sheet E-4 (Storage Room Plan-Lower Level-Building A; Storage Room Plan-Lower Level-Building B; Storage Room Plan-Lower Level-Building C; Electric Feeder Diagrams; Schedule of Panel 'O'); Sheet E-5 (Stair Details); Sheet E-6 (Buildings A, B and C; Fire Alarm Zones; Fire Alarm Diagram); Plumbing Drawings, Sheet P-1 (Typical 2 Bedroom Unit, First, Second & Third Floors; Typical 3 Bedroom Unit, Buildings A & C, First, Second and Third Floors; Typical Handicap Unit, First Floor; Plumbing Legend; Plumbing Fixture Schedule; Water Riser Diagram, Handicap Unit); Sheet P-2 (Water Riser Diagrams, 1, 2 and 3 Bedroom Units; Condensate Riser Diagram; Typical 3 Bedroom Unit-Building B, First, Second and Third Floors; Typical 1 Bedroom Unit-Buildings A & B-Lower Level); Sheet P-3 (Typical 3 Bedroom-Buildings A & C-Lower Level; Typical 3 Bedroom-Building B, Lower Level; Typical 2 Bedroom, Lower Level); Sheet P-4 (Storage Room Plans;



Typical Water Service); Sheet P-5 (Plans-Buildings A, B and C; Typical Water Riser); Sheet P-6 (San. Riser Diagrams); Sheet P-7 (Site Plan).

(ii) The aforesaid architectural, mechanical and other drawings for the buildings are filed, forever to be maintained, at the principal office of the condominium. Diagrammatic floor plans of the buildings, showing the dimensions, floor area and location of each unit in each building, are contained on the condominium plat.

(iii) The term "building" also means and includes each building, if any, hereafter subjected to the condominium regime as provided in Article VIII hereof.

(iv) Except with respect to any structural addition, alteration or improvement made by the Developer in conjunction with Paragraph (a), (c) and/or (d) of Article IX hereof, no unit owner or other person or entity may make any structural addition, alteration or improvement in or to any building after such building is completed by the Developer (as evidenced by the issuance of a certificate of occupancy) and is incorporated into the condominium, unless effected pursuant to (A) a revised or supplemental drawing, which shall be described in an amendment of this Paragraph (c), and (B) if appropriate, an amendment to the condominium plat.

(d) Property, Condominium, or Condominium Project. Property, condominium, or condominium project means and includes the land and buildings, together with all improvements, fixtures, and structures erected thereon or therein, and all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining, including all space in, upon, above or below the foregoing, all, however, subject to the following:

(i) Covenants, conditions and restrictions contained in a Declaration of Covenants, Conditions and Restrictions by the Developer dated \_\_\_\_\_, 1990, and recorded among the Land Records of Baltimore County in Liber S.M. No. \_\_\_\_ folio \_\_\_\_, et seq., reserving to the Developer the right to approve the addition or alteration of any improvements to the ground shown on the hereinafter described subdivision plat, and governing the manner in which said ground is to be maintained.

(ii) Setbacks, easements, conditions and other matters shown on any of the plats mentioned in paragraph (b) of Article I of this Declaration or in any of the exhibits attached hereto.

(iii) Rights of others in and to the use of Chardel Road, Danshire Road and Yvonne Avenue.

(iv) Rights of others in and to the use of the stream running through Parcels 2 and 5.

(v) Easements and agreements of public record concerning (A) electricity, gas, water, sanitary sewer, and other public and private utilities, and (B) storm water drainage and management.

(e) Condominium Plat. Condominium plat means and includes the plat prepared by Daft-McCune-Walker, Inc.; entitled "Condominium Plat, Silver Ridge Condominium At Silver Spring Station", dated \_\_\_\_\_, 1990, recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. \_\_\_\_\_, folio \_\_\_\_\_, et seq., and comprised of the following four (4) sheets: Sheet 1 (Stage Plan), Sheet 2 (Stage One Site Plan), Sheet 3 (Lower Level and First Floor Plans - 3800 and 3802 Wean Drive), and Sheet 4 (Second and Third Floor Plans - 3800 and 3802 Wean Drive), as said condominium plat may, from time to time, be amended.

(f) Unit or Condominium Unit.

(i) With respect to Stage 1 of the condominium, unit or condominium unit means and includes the three dimensional area lying, vertically, (A) with respect to the lower level units, between the top surface of the concrete slab under the floor and the top surface of the gypsum board ceiling, and (B) with respect to the first floor units, second floor units, and third floor units, between the top surface of the plywood subfloor and the top surface of the gypsum board ceiling; and horizontally, between the exterior surfaces (rear side) of the gypsum board on the exterior, partition or other walls enclosing the unit and separating or partitioning it from the exterior of the building in which it is located or from a common hallway, stairway or other common element or from some other unit; saving and excepting from each unit, however, (A) all windows and doors furnishing access between the unit and the common elements, and (B) all bearing walls, columns and other facilities and installations located within the unit but designated common elements under the provisions of Paragraph (g) of this Article I. The gypsum board ceilings referred to above are the gypsum board ceilings abutting the truss assemblies of the floor or roof above the unit, not the drop ceilings, if any, located at various places within the unit. Each unit shall also include (A) the air conditioning system condenser (located on the land adjacent to the building in which the unit is located) which serves the unit, and the concrete pad upon which such condenser is located, (B) the pipes, ducts, and vents (serving appliances located within the unit) which (1) run between the joists or trusses above the ceiling of the unit and/or run through one of the exterior walls, or the roof, of the building, and (2) are designed solely for the service of such unit, and (C) the ducts and other HVAC facilities which (1) run, or are located, between the joists or trusses above the ceiling of the unit, and (2) are designed solely for the service of such unit.

(ii) The term "unit" or "condominium unit" also means and includes each portion of any subsequent stage that the Developer may designate as a unit in the Declaration amendment adding such subsequent stage to the condominium.

(g) Common Element(s).

(i) Common element(s) means and includes all the property, except the units. Said common elements include particularly, but not by way of limitation, the following: (A) the land, and all lawns, gardens, plantings, walkways, and parking and driveway areas thereon or appurtenant thereto; (B) all foundations, pilings, columns, girders, beams, planks, slabs,

roofs, partitions, supports, and other structural elements or improvements of the buildings, including all exterior walls and partition walls, all bearing walls and columns located within a unit, and all windows, doors and doorways furnishing access between a unit and the common elements, including the casings, seals, glass and screens of such windows and doors; (C) walkways, communication ways, stairs, stairways, and all entrances and exits to and from the buildings; (D) all central and appurtenant installations for utilities and services, including power, light, electricity, telephone, water, sewerage, ventilation, and plumbing, together with all pipes, lines, ducts, wires, cables, conduits, fixtures, facilities, equipment and installations used in connection with the foregoing, including those located within a condominium unit for the service of two or more units or for the service of a unit other than the one in which located; (E) an easement located between (1) the top surface of each drop ceiling, if any, within each unit and (2) the upper boundary of such unit, for mechanical, electrical and other utilities; (F) all tanks, pumps, generators, motors, fans, controls, devices, installations, machinery, equipment, apparatus, and facilities required or deemed advisable for use in operation of the condominium project or for the care and maintenance of the land or buildings; (G) all patios and balconies, and the wall lamps and electrical outlets, if any, appurtenant thereto; (H) the built-in security system, including the wiring, two way speaker and door control, within each unit; (I) the entire sprinkler system within each building, including all sprinkler system pipes and nozzles located within the units; and (J) all other parts of the property necessary or convenient to the maintenance, care, safety and operation of the condominium project or to the use of the property by the unit owners in common.

(ii) The term "general common elements" means and includes all the common elements, except the limited common elements.

(iii) The term "limited common elements" means and includes only those common elements, such as (A) the windows, doors and doorways furnishing access between each unit and the common elements, (B) the patios and balconies adjacent to the units, and the wall lamps and electrical outlets appurtenant to said patios and balconies, (C) the storage bins in the lower level storage room of each building, (D) the pipes, lines, ducts, wires, cables and conduits running between each unit and the air conditioning system condenser which serves such unit, and (E) the electrical wires and other electrical facilities which exist for the exclusive use of any unit and which are located between said unit and the meter (in the lower level meter room) that measures the flow of electricity to said unit, identified herein, or in the condominium plat, as reserved for the exclusive use of one or more, but less than all, of the unit owners.

(h) Developer. Developer means and includes only Durban Road Limited Partnership, its successors, and any assignee to whom the Developer specifically assigns in writing its rights as Developer under this Declaration.

(i) Unit Owner. Unit owner means any person, firm, corporation, trust or other legal entity, or any combination thereof, holding legal title to a condominium unit, and, without regard to the number or gender thereof, is referred to by the singular pronoun of the masculine gender. However, no mortgagee, as such, shall be deemed a unit owner. If more than one person,

firm, corporation, trustee or other legal entity, or any combination thereof, holds the legal title to any one unit, whether in a real property tenancy, partnership relationship, or otherwise, all of same shall be deemed a single unit owner and a single member of the council of unit owners by virtue of ownership of such unit. If any single membership in the council of unit owners is comprised of two or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, then each constituent may cast such portion of the vote of the member as the several constituents may mutually determine, provided, however, that in the absence of such a determination, (i) each constituent may cast such portion of the vote of the member as shall equal his, her or its proportionate interest in the unit or units held by the member, and (ii) if only one votes, he, she or it may cast the entire vote of the member and such act shall bind all. In no event may such constituents cast, in the aggregate, more than the number of votes appurtenant to the units owned by the member.

(j) Council of Unit Owners or Association. Council of unit owners or association means the incorporated or unincorporated legal entity that is comprised of all unit owners, and is charged with the government and administration of the affairs of the condominium.

(k) Percentage Interest Factor. Percentage interest factor means and refers to the proportionate interest of each unit owner in the common elements and in the common profits and common expenses, expressed as a percentage, the percentage interest in the common elements and the percentage interest in the common profits and common expenses being identical. The particular percentage interest factor of each unit owner, referred to in this Declaration as "such unit owner's percentage interest factor," or "his percentage interest factor," equals the percentage interest factor of the unit owned by the unit owner, as specified in Article III hereof.

(l) Mortgage, Mortgagee and Eligible Mortgagee.

(i) Mortgage shall mean and include a mortgage, deed of trust and other conveyance in the nature of a mortgage.

(ii) Mortgagee shall mean and include the holder of any recorded mortgage, the beneficiary of any recorded deed of trust, or the grantee (including personal representatives, successors and assigns of such grantee) named in any recorded conveyance in the nature of a mortgage, encumbering one or more units.

(iii) Eligible mortgagee shall mean and include each mortgagee who (A) holds a first mortgage on a unit and (B) is eligible to receive the notices and information provided by Paragraph (o) of Article X of this Declaration.

(m) Common Expense or Common Expenses. Common expense or common expenses means and includes the expenses of the council of unit owners, including particularly, but not by way of limitation, the following: the cost and expense of administration, operation, care, maintenance, repair or replacement of the common elements; payment into a reserve or repair and replacement fund established for the foregoing; premiums on any policy of

insurance, indemnity or bond required to be procured or maintained under the Declaration or By-laws, or deemed necessary or advisable by the council of unit owners or board of directors; compensation for accountants, attorneys, engineers, financial experts, superintendents, managers, and such other employees and agents as may be deemed necessary or advisable for the operation of the condominium project; all other costs and expenses declared to be a common expense by any provision of the Condominium Act, or the Declaration or By-laws, or by the council of unit owners or board of directors; and all sums properly assessed against the unit owners by the council of unit owners or board of directors.

(n) Manager. Manager means and includes the person, firm or corporation from time to time employed by the council of unit owners or the board of directors to administer or supervise the condominium project. If there be no person, firm or corporation employed by the council of unit owners or board of directors to administer or supervise the project, then the board of directors shall be deemed the manager. However, if there be no board of directors elected by the unit owners, then the council of unit owners shall be deemed the manager. Manager is referred to in this Declaration, without regard to the number or sex thereof, or of those comprising same, by the singular pronoun of the neuter gender.

(o) Declaration and By-laws; Condominium Documents.

(i) Declaration means and refers to this Declaration, as said Declaration may, from time to time, be amended; and By-laws means and refers to the By-laws annexed to this Declaration, as said By-laws may, from time to time, be amended.

(ii) Condominium documents means and refers to the Declaration, By-laws and condominium plat, and all rules and regulations adopted pursuant to Article XV of the By-laws.

(p) Majority of the Unit Owners. Majority of the unit owners means unit owners holding more than fifty percent (50%) of the votes appurtenant to all units in the condominium.

(q) Majority of the Unit Owners Present and Voting. Majority of the unit owners present and voting means unit owners casting more than fifty percent (50%) of the total votes cast on any matter by unit owners present, in person or by proxy, at a meeting of the council of unit owners.

(r) Stage 1 Of The Condominium, Stage 1 Property, Stage 1. Stage 1 of the condominium, Stage 1 property or Stage 1 means and includes Parcel 1 and the buildings located thereon, together with all structures, fixtures and other improvements erected thereon or therein, and all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining, including, without limitation, the rights, easements and rights of way set forth in Paragraph (b) of Article 1 of this Declaration.

(s) Silver Ridge Development Area. Silver Ridge development area means and includes the area consisting of Parcel 1, Parcel 2, Parcel 3, Parcel 4, Parcel 5 and Parcel 6.

(t) Southwest Section of the Silver Ridge Development Area. Southwest Section of the Silver Ridge development area means and includes the area consisting of Parcel 1, Parcel 2, Parcel 3 and Parcel 4.

(u) Subsequent Stage. Subsequent stage means and includes each stage hereafter added to the condominium pursuant to Article VIII hereof.

(v) Subdivision Plat. Subdivision plat means and includes the plat entitled "Plat of Section 11 & Part of Section 5, Silver Spring Station", dated April 6, 1988, and recorded among the Land Records of Baltimore County in Plat Book S.M. No. 58, folio 83.

(w) Silver Spring Station. Silver Spring Station means and includes the area consisting of Sections 1-11, inclusive, and Parcels A-H, inclusive, and containing 117.559 acres, more or less, which is shown on the plat entitled "Final Development Plan, Silver Spring Station", and dated October 26, 1984, as heretofore amended, which plat is on file at the Baltimore County Office of Planning and Zoning.

(x) Tract. Tract means and includes each parcel or lot, or group of parcels or lots (within the Silver Ridge development area) as to which any particular owner or group of owners holds legal title (other than as security for a loan). All land located within the condominium from time to time shall be deemed a single tract, in that such land is owned in common by all unit owners.

## ARTICLE II

### CREATION OF CONDOMINIUM REGIME

(a) Fee Simple Ownership. The Developer hereby subjects the Stage 1 property to the regime established by the Condominium Act and establishes a condominium regime therefor to be known as "Silver Ridge Condominium At Silver Spring Station" to the end and intent that: in each unit owner shall vest the exclusive fee simple ownership of his unit and, as set forth in Article IV hereof, an undivided fee simple interest in the common elements, and each condominium unit, together with the undivided interest in the common elements appurtenant thereto, may be purchased, leased, optioned or otherwise acquired, held, developed, improved, mortgaged, sold, exchanged, rented, conveyed, devised, inherited, or in any manner encumbered, dealt with, disposed of, or transferred as fee simple real estate, all as fully, and to the same extent, as though each unit were entirely independent of all other units and of the building in which such unit is located and constituted a single, independent, fee simple, improved lot or parcel of ground.

(b) Types of Joint Ownership. A condominium unit may be held or owned by more than one person, firm or corporation, as joint tenants, tenants in common, or in any other real property tenancy relationship recognized under the laws of the State of Maryland, including, in the case of husband and wife, tenants by the entirety.

ARTICLE III

CONDOMINIUM UNITS

(a) Stage 1 Subdivision. The Stage 1 property is hereby subdivided into a total of twenty-three (23) condominium units. Each unit shall be designated by the letter or alphanumeric symbol, and street address, specified therefor on the condominium plat, as follows:

Units A, B, 1A, 1B, 1C, 2A, 2B, 2C, 3A, 3B and 3C, 3800 Wean Drive; and  
Units D, E, F, 1D, 1E, 1F, 2D, 2E, 2F, 3D, 3E and 3F, 3802 Wean Drive.

(b) Percentage Interests. The owner of each unit shall own an undivided percentage interest in the common elements and a percentage interest in the common profits and common expenses of the council of unit owners. The percentage interest factor appurtenant to each of the units, identical for the percentage interest in the common elements and the percentage interest in the common profits and common expenses, is the proportion (calculated as a percentage) which the designated value of the unit bears to the total designated value of all units in the condominium. The designated value of each one-bedroom or two-bedroom unit in each stage shall equal Eighty-Two Thousand Dollars (\$82,000), and the designated value of each three-bedroom unit in each stage shall equal Eighty-Eight Thousand Nine Hundred Seventy Dollars (\$88,970). The number of bedrooms contained within each unit shall be conclusively determined in accordance with the condominium plat, notwithstanding the actual uses of the rooms contained within such unit. The designated value of each unit shall always equal the designated value stated herein, regardless of (i) the current difference, if any, between the unit's designated value and its actual fair market value, and (ii) future changes in the unit's actual fair market value. Furthermore, the designated values set forth above shall apply to units in all stages, even though differences in design, location and other factors affecting actual fair market value may occur between units in Stage 1, on the one hand, and units in the subsequent stage(s), on the other hand. Each percentage calculated by means of the above-specified formula shall be rounded to the nearest one ten-thousandth of one percent (0.0001%), except that the resulting percentage interest factors of one or more units shall be adjusted upwards or downwards by one ten-thousandth of one percent (0.0001%) in order to cause the total percentage interest factor of all units to equal one hundred percent (100.0000%). (Such adjustments, if necessary while the condominium consists only of Stage 1, are already reflected in the table of percentage interest factors set forth below. The Developer reserves the right to make such adjustments again if and when each subsequent stage is added to the condominium.) While the condominium consists only of Stage 1, the number of bedrooms, designated value and percentage interest factor appurtenant to each unit in Stage 1 shall be as follows:

<u>Unit Number</u>	<u>Number of Bedrooms</u>	<u>Designated Value</u>	<u>Percentage Interest Factor (%)</u>
A 3800 Wean Drive	3	\$88,970	4.5819
B 3800 Wean Drive	2	\$82,000	4.2229
D 3802 Wean Drive	2	\$82,000	4.2229

Unit Number	Number of Bedrooms	Designated Value	Percentage Interest Factor (%)
E 3802 Wean Drive	2	\$82,000	4.2230
F 3802 Wean Drive	3	\$88,970	4.5819
1A 3800 Wean Drive	3	\$88,970	4.5819
1B 3800 Wean Drive	2	\$82,000	4.2230
1C 3800 Wean Drive	2	\$82,000	4.2230
1D 3802 Wean Drive	2	\$82,000	4.2230
1E 3802 Wean Drive	2	\$82,000	4.2230
1F 3802 Wean Drive	3	\$88,970	4.5819
2A 3800 Wean Drive	3	\$88,970	4.5819
2B 3800 Wean Drive	2	\$82,000	4.2230
2C 3800 Wean Drive	2	\$82,000	4.2230
2D 3802 Wean Drive	2	\$82,000	4.2230
2E 3802 Wean Drive	2	\$82,000	4.2230
2F 3802 Wean Drive	3	\$88,970	4.5819
3A 3800 Wean Drive	3	\$88,970	4.5819
3B 3800 Wean Drive	2	\$82,000	4.2230
3C 3800 Wean Drive	2	\$82,000	4.2230
3D 3802 Wean Drive	2	\$82,000	4.2230
3E 3802 Wean Drive	2	\$82,000	4.2230
3F 3802 Wean Drive	3	\$88,970	4.5819
<b>Total</b>		<b>\$1,941,760</b>	<b>100.0000</b>

The percentage interest factor of each unit hereafter added to the condominium as part of a subsequent stage, and the revised percentage interest factor of each unit contained in the condominium immediately prior to the addition of such subsequent stage, shall be set forth in the Declaration amendment adding such subsequent stage to the condominium.

(c) Voting Rights. The number of votes (at meetings of the council of unit owners) appurtenant to each unit contained in the condominium from time to time shall be one (1) vote.

(d) Interests Appurtenant to Unit. Neither the percentage interest factor nor voting rights shall be separated from the unit to which they appertain. Accordingly, any instrument, matter, circumstance, action, occurrence, or proceeding in any manner affecting a condominium unit shall also affect, in like manner, the percentage interest factor and voting rights appurtenant to the unit. Except as otherwise required by the Condominium Act and except as otherwise provided by Article VIII hereof with respect to the expansion of the condominium, or by Paragraph (c) of Article X hereof with respect to a failure to rebuild a unit following a casualty, or by Paragraph (e) of Article X hereof with respect to a condemnation of part of the condominium, neither the percentage interest factor nor the voting rights appurtenant to any unit shall be changed without the written consent of all the unit owners and mortgagees. Any change in such percentage interest factor



or voting rights shall be evidenced by an amendment to this Declaration recorded among the Land Records of Baltimore County, Maryland.

(e) Freehold Estate. Each condominium unit is a freehold estate. Except in the event of a condemnation of part of a unit, or the sale of part of a unit in lieu thereof, (i) no condominium unit shall be subdivided into two or more units, nor shall any part of a unit be sold, leased, mortgaged, rented, conveyed, devised, or in any manner encumbered, disposed of or transferred, and (ii) each condominium unit shall forever contain the minimum area shown therefor on the aforesaid condominium plat. Further, the conveyance or other disposition of a condominium unit by any unit owner shall be deemed to include and convey the entire undivided interest of the unit owner in the common elements, general and limited, together with all rights and easements appertaining to his unit without specific or particular reference to such undivided interest in the common elements or the appurtenances to the condominium unit.

#### ARTICLE IV

##### COMMON ELEMENTS AND COMMON EXPENSES

(a) Interest in Common Elements. The fee simple title to the common elements is vested in the unit owners, each unit owner having the proportionate undivided interest therein equal to his percentage interest factor. No percentage interest in the common elements shall be separated from the unit to which such percentage interest appertains. Further, the common elements shall remain undivided, and, except as provided in Section 11-123 of the Act (or any successor section pertaining to termination of the condominium), no unit owner or group of unit owners, or anyone claiming by, through or under him or them, shall bring any action for the partition or division of the co-ownership of the common elements. Except as otherwise expressly provided in Article V hereof, each unit owner may use the common elements for the purposes for which intended, without, however, hindering or encroaching upon the right of the other unit owners likewise to use the same.

(b) Right of Entry. The council of unit owners, board of directors and manager, if any, employed by said board or by the council of unit owners, for themselves, their agents, servants, employees and contractors, shall have the irrevocable right and a perpetual easement to enter any unit, or upon any limited common element appurtenant to any unit, for the purpose of performing any cleaning, maintenance, repair or replacement which the council of unit owners is obligated or entitled to perform, and any inspection related thereto, whether said cleaning, maintenance, repair, replacement or inspection pertains to said unit or limited common element, or to any other unit or common element accessible from the unit or limited common element so entered, whether or not the unit or common element that is the subject of such cleaning, maintenance, repair, replacement or inspection is also accessible from any other unit or common element. Except in cases involving manifest danger to public safety or to property, the council of unit owners, board of directors or manager shall make a reasonable effort to give notice to the unit owner who owns the unit, or has the right to use the limited common element, that is to be entered for the purpose of such cleaning, maintenance, repair, replacement or inspection. In cases involving manifest danger to public

LIBER 8433 PAGE 765

safety or to property resulting from conditions which are the fault of said unit owner, said unit owner shall be responsible for the prompt repair of any damage inflicted upon said unit or limited common element, or any other portion of the condominium, as a result of such entry; in all other cases, the party making such entry shall be responsible for the prompt repair of such damage.

(c) Payment of Common Elements. Each unit owner, in proportion to his percentage interest factor, shall contribute toward payment of the common expenses and no unit owner shall be exempt from contributing toward said common expenses, either by waiver of the use or enjoyment of the common elements, or any thereof, or by the abandonment of his condominium unit. The contribution of each unit owner toward common expenses shall be determined, levied and assessed as a lien, all in the manner set forth in the By-laws, and each unit owner shall be liable for all common expenses levied and assessed against him or his unit, and each installment thereof, falling due while he is the owner of the unit.

(d) Priority of Liens. Any assessment of common expenses, until paid, together with interest thereon, late charges, actual costs of collection, and reasonable attorney's fees shall constitute a lien on the unit against which it is levied, effective from and after the recordation of a statement of (condominium) lien in the manner and form prescribed by the By-laws, or as otherwise required by law. Such lien shall have preference over any other assessment, lien, judgment, or charge of whatever nature except: (i) general and special assessments for real estate taxes on the condominium unit; and (ii) any mortgage covering the condominium unit, duly recorded prior to the recordation of said statement of (condominium) lien; provided, however, that a sale or transfer of a unit by a deed in lieu of foreclosure to a mortgagee holding a bona fide first mortgage of record on the unit, to the Federal Housing Commissioner (if such first mortgage is insured by the Federal Housing Administration), or to the Administrator of Veterans Affairs (if such first mortgage is guaranteed by the U.S. Veterans Administration), shall extinguish the lien of any statement of (condominium) lien recorded against said unit by the council of unit owners after the recordation of such first mortgage, but prior to the recordation of such deed in lieu of foreclosure.

## ARTICLE V

### LIMITED COMMON ELEMENTS

(a) Limited Common Elements in Stage 1. The following limited common elements shall be appurtenant to the units in Stage 1:

(i) The owner of each unit, to the exclusion of the owners of all other units, has the exclusive right to use and enjoy the windows and doors furnishing access between his unit and the common elements, including the casings, seals, glass and screens of such windows and doors.

(ii) The owner of each unit, to the exclusion of the owners of all other units, has the exclusive right to use and enjoy the patio or balcony adjacent to his unit, and the exterior wall lamp and exterior electrical

outlet serving said patio or balcony, as shown on the aforesaid electrical drawings.

(iii) The owner of each unit, to the exclusion of the owners of all other units, has the exclusive right to use and enjoy the storage bin which (A) is located in the storage room on the lower level of the building in which his unit is located, and (B) is shown and designated on the condominium plat by the same letter or alpha-numeric symbol as the letter or alpha-numeric symbol by which said unit is designated (e.g., Storage Bin 1E in the storage room of the Stage 1 building is appurtenant to Unit 1E, 3802 Wean Drive). The wood and wire mesh walls, the wire mesh ceiling, and the door of each storage bin shall be deemed part of the storage bin.

(iv) The owner of each unit, to the exclusion of the owners of all other units, has the exclusive right to use and enjoy, only for the purposes for which designed, all pipes, lines, ducts, wires, cables and conduits which run between his unit and the air conditioning system condenser which serves, and is part of, his unit.

(v) The owner of each unit, to the exclusion of the owners of all other units, has the exclusive right to use and enjoy all electrical wires and other electrical facilities that exist for the exclusive use of his unit and are located between his unit and the meter (in the lower level meter room) that measures the flow of electricity to his unit.

(b) Limited Common Elements in Subsequent Stages. The limited common elements shall also include those common elements, if any, in a subsequent stage that the Developer may designate as limited common elements in the Declaration amendment or condominium plat amendment adding such subsequent stage to the condominium.

## ARTICLE VI

### CONDOMINIUM UNITS AND COMMON ELEMENTS

(a) Boundaries and Encroachments. The existing physical boundaries of each unit constructed in substantial conformity with the condominium plat shall be conclusively presumed to be its boundaries, regardless of variations between existing physical boundaries of the unit and physical boundaries described in the Declaration or those boundaries shown on the condominium plat. However, if any common element, or any part thereof, now or at any time hereafter, encroaches upon any unit, or any unit encroaches upon any common element, or any other unit, whether such encroachment is attributable to or results from construction, settlement, shifting of the building, any fully authorized reconstruction designed to remedy, repair or restore any damage or destruction from fire or other casualty, or from condemnation proceedings, or any other reason whatsoever beyond the control of the council of unit owners and any unit owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, either for the benefit of the council of unit owners or for the unit owner, their respective heirs, personal representatives, successors and assigns, to provide for the encroachment and nondisturbance of the common element, or the unit, as the case may be. Such

easement shall remain in full force and effect so long as the encroachment shall continue and shall be relocated, if necessary, to permit the maintenance of such encroachment wherever found. Additionally, and in all events, an easement for mutual support shall exist in the units and common elements.

(b) Conveyance. The conveyance or other disposition of a condominium unit shall be deemed to include and convey, or be subject to, any easement arising under the provisions of this Article, without specific or particular reference to such easement.

(c) Leases. Each unit may be leased under such terms and conditions as the unit owner thereof may desire, except as otherwise provided in this Paragraph (c). No unit may be leased for a period of less than six (6) months. All leases of units shall be in writing. Furthermore, (i) each lease shall be subject to the condominium documents, (ii) any breach or violation of any condominium document by the tenant shall constitute a default under the lease, and (iii) the tenant (as well as the landlord) shall be directly liable to, and subject to enforcement action(s) by, the council of unit owners for any breach or violation by the tenant of any condominium document. Each lease shall set forth, and provide for the tenant's acknowledgement of, each of the provisions of the preceding sentence. The unit owner of any leased unit shall promptly deliver to the board of directors a copy of the form of lease used, and a copy of each amendment which is made thereto from time to time. The council of unit owners, through the board of directors, shall be entitled, but not obligated, to exercise the default remedies of any unit owner, as the landlord under any such lease, and upon any breach or violation by the tenant of any condominium document, the board of directors, after notice to the unit owner and tenant of such breach or violation, and the failure of such unit owner and tenant to correct the same within a reasonable time thereafter, shall be entitled, but not obligated, to summarily evict the tenant from the leased premises, subject to any applicable laws governing the speedy recovery of possession of lands or tenements in redress of a breach or violation of a lease.

## ARTICLE VII

### AUTHORITY FOR GRANT OF SPECIFIC EASEMENTS

The council of unit owners shall have the right, power and authority to grant any easement, right-of-way, license, lease or similar interest affecting the common elements of the condominium, to the extent permitted by the Condominium Act, if the grant is approved by the affirmative vote of unit owners having sixty-six and two-thirds percent (66 2/3%) of the votes appurtenant to all units, and with the express written consent of the mortgagees holding an interest in the units whose owners vote affirmatively, provided that if the grant affects any limited common element, such grant shall also require the express written consent of all unit owners having the right to use such limited common element, and of all mortgagees holding an interest in the units to which such limited common element is appurtenant. Any easement, right-of-way, license, lease or similar interest granted by the council of unit owners pursuant to this Article VII shall state that the grant was approved (a) by unit owners having at least sixty-six and two-thirds percent (66 2/3%) of the votes, and by the corresponding mortgagees, and

(b) if appropriate, by all unit owners having the right to use any limited common element affected by the easement, and by the corresponding mortgagees.

ARTICLE VIII

AUTHORITY FOR EXPANSION OF THE CONDOMINIUM

(a) Expansion Rights. The Developer hereby expressly reserves, for a period of seven (7) years from and after the date upon which the condominium is created, the right to expand and add to the condominium by subjecting to the condominium regime the real property described as follows:

Stage 2 Of The Condominium

The Developer may add to the condominium the land and building shown generally as "Reserved for Expansion of Condominium as Stage 2" on Sheet 1 of the condominium plat, and herein called "Stage 2 of the condominium", "Stage 2 property" or "Stage 2", consisting of:

Land. The land to be included in Stage 2 of the condominium is all that parcel of ground shown on Sheet 1 of the condominium plat as "Parcel 2", and more particularly described in Exhibit F attached hereto.

Building. The building to be included in Stage 2 of the condominium may consist of a residential structure, containing up to thirty-one (31) units, which structure is to be located on Parcel 2 approximately as shown on Sheet 1 of the condominium plat, except as otherwise provided in Paragraph (c) of this Article VIII.

Stage 3 Of The Condominium

The Developer may add to the condominium the land and building shown generally as "Reserved for Expansion of Condominium as Stage 3" on Sheet 1 of the condominium plat, and herein called "Stage 3 of the condominium", "Stage 3 property" or "Stage 3", consisting of:

Land. The land to be included in Stage 3 of the condominium is all that parcel of ground shown on Sheet 1 of the condominium plat as "Parcel 3", and more particularly described in Exhibit G attached hereto.

Building. The building to be included in Stage 3 of the condominium may consist of a residential structure, containing up to thirty-one (31) units, which structure is to be located on Parcel 3 approximately as shown on Sheet 1 of the condominium plat, except as otherwise provided in Paragraph (c) of this Article VIII.

Stage 4 Of The Condominium

The Developer may add to the condominium the land and building, shown generally as "Reserved for Expansion of Condominium as Stage 4" on Sheet 1 of the condominium plat, and herein called "Stage 4 of the condominium", "Stage 4 property" or "Stage 4", consisting of:

Land. The land to be included in Stage 4 of the condominium is all that parcel of ground shown on Sheet 1 of the condominium plat as "Parcel 4", and more particularly described in Exhibit H attached hereto.

Building. The building to be included in Stage 4 of the condominium may consist of a residential structure, containing up to thirty-nine (39) units, which structure is to be located on Parcel 4 approximately as shown on Sheet 1 of the condominium plat, except as otherwise provided in Paragraph (c) of this Article VIII.

#### Stage 5 Of The Condominium

The Developer may add to the condominium the land, shown generally as "Reserved for Expansion of Condominium as Stage 5" on Sheet 1 of the condominium plat, and herein called "Stage 5 of the condominium", "Stage 5 property" or "Stage 5", consisting of:

Land. The land to be included in Stage 5 of the condominium is all that parcel of ground shown on Sheet 1 of the condominium plat as "Parcel 5", and more particularly described in Exhibit I attached hereto.

#### Stage 6 Of The Condominium

The Developer may add to the condominium the land and buildings, shown generally as "Reserved for Expansion of Condominium as Stage 6" on Sheet 1 of the condominium plat, and herein called "Stage 6 of the condominium", "Stage 6 property" or "Stage 6", consisting of:

Land. The land to be included in Stage 6 of the condominium is all that parcel of ground shown on Sheet 1 of the condominium plat as "Parcel 6", and more particularly described in Exhibit J attached hereto.

Buildings. The buildings to be included in Stage 6 of the condominium may consist of up to six (6) residential structures, containing a total of up to one hundred forty (140) units, which structures shall be located on Parcel 6 approximately as shown on Sheet 1 of the condominium plat, except as otherwise provided in Paragraph (c) of this Article VIII.

(b) Easements Across Subsequent Stages. In addition to the above specified land and buildings, the property to be subjected to the condominium as part of each subsequent stage may include all structures, fixtures and other improvements erected upon or within the land and buildings contained within said stage, and all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining. Each subsequent stage may be added to the condominium subject to the rights, rights-of-way, covenants, conditions, restrictions, setbacks and easements mentioned in Paragraphs (b) and (d) of Article I of this Declaration, and to such other rights, rights-of-way, covenants, conditions, restrictions, setbacks and easements deemed necessary or advisable in the opinion of the Developer to facilitate the orderly development, or the construction, operation and maintenance, of the condominium or the remaining property of the Developer in Silver Spring Station, whether or not located within the Silver Ridge development area, or the convenience or services of the council of unit

owners; and, in particular, but not in limitation of the foregoing, the Developer shall have the right to reserve, at or prior to the time each subsequent stage is added to the condominium, such easements and rights-of-way on, over, under and across such subsequent stage as are deemed appropriate by the Developer for (i) vehicular and pedestrian access between (A) the remaining property of the Developer in Silver Spring Station, whether or not located within the Silver Ridge development area, and (B) any public road or other property which borders upon the condominium, (ii) vehicular parking for the benefit of any remaining property of the Developer in Silver Spring Station, whether or not located within the Silver Ridge development area, and (iii) the construction, installation, maintenance (including, but not limited to, inspection, cleaning, repair and replacement), and operation of telephone, electric, gas, cable TV, water, sanitary sewer, storm water drainage, and other utility lines, mains, facilities and installations deemed appropriate by the Developer to serve any remaining property of the Developer in Silver Spring Station, whether or not located within the Silver Ridge development area. Each such right, right-of-way, covenant, condition, restriction, setback and easement shall run with and bind the common elements and each unit contained in the condominium, and all owners and occupants of such units, and their respective heirs, personal representatives, successors and assigns, forever, unless the recorded document establishing such right, right-of-way, covenant, condition, restriction, setback or easement specifically provides otherwise.

(c) Development Criteria for Subsequent Stages. Subject to the limitations of Paragraphs (a) and (d) of this Article VIII:

(i) all buildings and other improvements included in each subsequent stage shall be constructed in accordance with such architectural and other drawings as the Developer, in its sole discretion, may deem appropriate;

(ii) the quantity and location of the buildings and other improvements shown on Sheet 1 of the condominium plat as being located within each of the subsequent stages may be changed to such extent as the Developer, in its sole discretion, may deem appropriate;

(iii) in addition to the land and buildings set forth in Paragraph (a) of this Article VIII, and the common elements which are shown as being located within such subsequent stage on Sheet 1 of the condominium plat, each subsequent stage may contain common elements of the kind set forth in Paragraph (g) of Article I hereof, and such other common elements as the Developer, in its sole discretion, may deem appropriate;

(iv) the Developer may divide any subsequent stage into two or more parts and may add the various parts of such subsequent stage to the condominium at different times;

(v) the Developer is not required to add any subsequent stage (or any part thereof) to the condominium, and the subsequent stages (and/or parts thereof), if any, which are added to the condominium may be added in any sequence chosen by the Developer; and

(vi) each subsequent stage may contain any number of units up to, but not in excess of, the maximum number of units established therefor in Paragraph (a) of this Article VIII.

(d) Subsequent Stage Completion. All improvements that are added by the Developer to the condominium as part of any subsequent stage shall be substantially complete prior to the addition of such subsequent stage to the condominium, and shall be consistent with comparable improvements, if any, installed by the Developer in Stage 1 of the condominium in terms of quality of construction.

(e) Adjustment of Percentage Interests. Immediately upon the addition of any subsequent stage to the condominium, (i) the percentage interests in the common elements and in the common profits and common expenses of the owner of each unit contained within the condominium immediately prior to such expansion shall be reduced in accordance with the formula(s) set forth in Article III hereof, and (ii) percentage interests in the common elements and in the common profits and common expenses, as determined in accordance with the formula(s) set forth in Article III hereof, shall vest in the owner of each unit contained within the subsequent stage then being added to the condominium. The owner of each unit contained within any subsequent stage that is added to the condominium shall be a member of the council of unit owners, and shall have the voting rights set forth in Article III hereof. Immediately following any such expansion, the interest of each mortgagee shall attach, by operation of law, to the new percentage interest in the common elements appurtenant to the unit on which it holds a lien.

(f) Recordation of Expansion Documents. Subject to the foregoing, expansion of the condominium shall be effected by the Developer (without need for the approval of any unit owner or mortgagee) by recordation among the Land Records of Baltimore County of the following: (i) an amendment to the Declaration describing the property then being added to the condominium, the new percentage interests of the unit owners and the number of votes appurtenant to each unit in the condominium as expanded; and (ii) an amendment to the condominium plat which includes the same detail and information concerning the property then being added to the condominium as was required to be shown for the property originally subjected to this condominium regime. In such Declaration amendment, the Developer may (i) identify each building included within said subsequent stage and describe the architectural, mechanical and other drawings therefor, (ii) identify, and define the boundaries of, each unit included within said subsequent stage, (iii) designate each common element included within said subsequent stage as a general common element, or as a limited common element restricted to the use of one or more, but less than all, unit owners, (iv) allocate the responsibilities for the cleaning, maintenance, repair and replacement of each such common element and unit to the council of unit owners and/or the respective unit owners, and provide to the council of unit owners and the respective unit owners such easements and rights as the Developer, in its sole discretion, may deem appropriate to facilitate the carrying out of such responsibilities, and (v) include such other provisions as are required or permitted by the Condominium Act, this Declaration and the By-laws.



(g) Consent of the U.S. Veterans Administration. Notwithstanding any other provision of this Declaration, no subsequent stage shall be added to the condominium without the prior written consent of the U. S. Veterans Administration ("VA"), if, at the time of such expansion, a VA guarantee is in effect with respect to any mortgage of any unit previously incorporated into the condominium, which consent shall not be withheld if (i) such subsequent stage is built substantially in accordance with the architectural, mechanical and other drawings described in Paragraph (c) of Article I of this Declaration, and (ii) the condominium project is then in compliance with all applicable VA statutes and regulations.

(h) Development of Unused Area. If any one or more parts of the Silver Ridge development area are not added to the condominium, such non-added part(s) may be developed in any manner and to any density that the Developer, in its sole discretion, may deem appropriate.

#### ARTICLE IX

#### DEVELOPMENT, MARKETING AND MANAGEMENT OF SILVER SPRING STATION

(a) Sales, Rental and Management Offices and Model Units. The Developer shall have the right to use any unit(s) to which it holds fee simple or leasehold title from time to time as sales, rental and management offices and model units and for such other uses as the Developer may deem appropriate for the development, marketing (including sales and rentals) and management of any dwelling(s) now or hereafter located within Silver Spring Station. The Developer shall have the right to make such structural and non-structural additions, alterations, improvements and decorations to each unit to which it holds fee simple or leasehold title, to the limited common elements that the Developer, as the owner or tenant of each such unit, has the exclusive right to use, and to the party wall located between any adjoining units to which the Developer holds fee simple or leasehold title, as the Developer, in its sole discretion, may deem appropriate to facilitate the uses hereinabove set forth.

(b) Parking and Storing Vehicles. The Developer and its employees, agents and guests shall have the right to park and store in the condominium parking spaces such commercial and non-commercial vehicles as the Developer, in its sole discretion, may deem appropriate for the development, marketing and management of any dwelling(s) now or hereafter located within Silver Spring Station, provided, however, that the Developer shall not unreasonably interfere with the rights of the other unit owners having the right to use such spaces.

(c) Advertising and Directional Signs. The Developer shall have the right to erect upon, maintain and remove from the unit(s) to which it holds fee simple or leasehold title, the limited common elements appurtenant to said unit(s), and all general common elements, such advertising and directional signs and other materials as the Developer, in its sole discretion, may deem appropriate for the development, marketing and management of any dwelling(s) now or hereafter located within Silver Spring Station.

(d) Completion and Repair Easements. The Developer shall have the right and an easement to enter upon any general or limited common element and

any unit for the purpose of (i) completing the construction or installation of any unit or common element, and (ii) making repairs to any unit or common element to the extent that such repairs are required pursuant to any express or implied warranty or other legal obligation created or agreed to by the Developer or established by the operation of law. Such right and easement shall exist, with respect to item (i) above, until the construction or installation of all units and common elements that the Developer desires, or is obligated, to construct or install has been completed, and, with respect to item (ii) above, so long as the Developer's obligation shall exist.

(e) License of the Terms "Silver Ridge" and "Silver Spring Station". The Developer hereby grants to the unit owners and the council of unit owners (collectively, the "Licensees") a non-exclusive license to use the terms "Silver Ridge" and "Silver Spring Station" solely to identify the condominium hereby established. The Licensees shall not sell, assign or sub-license the use of either term to any other party. The terms "Silver Ridge" and "Silver Spring Station" may be used or licensed or both, under any terms acceptable to the Developer, by the Developer at any time and for any purpose. The Licensees have no right against the Developer to complain of any such use or license, regardless of the proximity or similarity of use of the term "Silver Ridge" or the term "Silver Spring Station" or any version(s) or variation(s) of either by the Developer or its direct or indirect licensees.

#### ARTICLE X

##### GENERAL PROVISIONS

The Condominium Regime established by this Declaration shall be subject to the following:

(a) By-laws Amendments. The administration of the condominium shall be governed by the By-laws. Except as otherwise provided in Subsection 1(c) of Article XIV of the By-laws, the By-laws shall not be amended without the affirmative vote of unit owners having at least sixty-six and two-thirds percent (66 2/3%) of the votes appurtenant to all units, and any amendment to the By-laws involving any "material change," as said term is defined below, shall also require the affirmative vote of a majority of the eligible mortgagees (as such term is defined in Article I of this Declaration), each such eligible mortgagee to have the number of votes appurtenant to the unit or units upon which it holds a mortgage or mortgages. The term "material change" shall include a change to any of the following:

(i) voting rights (except for a reallocation of voting rights in connection with the expansion of the condominium pursuant to Article VIII hereof, in connection with the failure to rebuild a unit following a casualty pursuant to Paragraph (c) of this Article X, or in connection with the condemnation of part of the condominium pursuant to Paragraph (e) of this Article X);

(ii) assessments, assessment liens, or the priority of assessment liens;

(iii) reserves for maintenance, repair and replacement of common areas;

(iv) responsibility for maintenance and repairs;

(v) reallocation of interests in the general or limited common areas, or rights to their use (except for a reallocation of percentage interests in the common elements in connection with the expansion of the condominium pursuant to Article VIII hereof, in connection with the failure to rebuild a unit following a casualty pursuant to Paragraph (c) of this Article X, or in connection with the condemnation of part of the condominium pursuant to Paragraph (e) of this Article X, and except for the allocation by the Developer, pursuant to Paragraph (f) of Article VIII hereof, of the right to use the various common elements in each subsequent stage added to the condominium by the Developer, and any reallocation of the right to use a limited common element which is effected pursuant to Section 11-108(b) of the Condominium Act);

(vi) redefinition of any unit boundaries (except for the designation by the Developer, pursuant to Paragraph (f) of Article VIII hereof, of the boundaries of the units in each subsequent stage added to the condominium by the Developer);

(vii) convertibility of units into common areas or vice versa;

(viii) expansion or contraction of the condominium project, or the addition, annexation or withdrawal of property to or from the condominium project (except for the expansion of the condominium pursuant to Article VIII hereof);

(ix) insurance or fidelity bond requirements;

(x) leasing of units;

(xi) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;

(xii) a decision by the council of unit owners to establish self management when professional management had been required previously by the condominium documents or by an eligible mortgagee;

(xiii) restoration or repair of the condominium project (after a hazard damage or partial condemnation) in a manner other than that specified in the condominium documents; or

(xiv) any provisions that expressly benefit mortgage holders, insurers or guarantors.

A "material change" shall also include any other change judged to be material by any eligible mortgagee; provided that if a proposed amendment of the By-laws does not involve any change described in items (i) through (xiv) above, each eligible mortgagee who fails to submit to the council of unit owners a written response to the proposed amendment within thirty (30) days after the eligible mortgagee is given written notice (by certified or registered mail, return receipt requested) of the proposed amendment shall be deemed to have judged all changes resulting from the proposed amendment to be

immaterial, and to have cast an affirmative vote with respect to the proposed amendment.

(b) Declaration and Condominium Plat Amendments.

(i) Except for those matters as to which the Condominium Act permits an amendment to this Declaration or the condominium plat by the council of unit owners without the express approval of its members (including, but not limited to, the reallocation of percentage interests and voting rights as provided in Paragraph (c) of this Article X in connection with a failure to rebuild a unit following a casualty or as provided in Paragraph (e) of this Article X in connection with a condemnation of part of the condominium), and except as otherwise provided in Article VIII hereof with respect to the expansion of the condominium, amendments to this Declaration and the condominium plat shall be governed as follows:

(A) Except as provided in item (B) below, neither this Declaration nor the condominium plat shall be amended without the written consent of unit owners having at least ninety percent (90%) of the votes appurtenant to all units and the affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) of the eligible mortgagees, each such eligible mortgagee to have the number of votes appurtenant to the unit or units upon which it holds a mortgage or mortgages, and no amendment adopted pursuant to this item (A) shall take effect until an appropriate written instrument is recorded in the Land Records of Baltimore County, Maryland, which instrument shall be executed by the unit owners and eligible mortgagees whose approval was required for the adoption of such amendment.

(B) Neither this Declaration nor the condominium plat shall be amended so as to change:

- (1) the boundaries of any unit,
- (2) the undivided percentage interest of any unit owner in the common elements,
- (3) the percentage interest of any unit owner in the common profits and common expenses,
- (4) the number of votes in the council of unit owners appurtenant to any unit,
- (5) residential units to non-residential units, or non-residential units to residential units,
- (6) general common elements to limited common elements, or limited common elements to general common elements,
- (7) any right of any unit owner pertaining to the use of any limited common element appurtenant to his unit, or

(8) the right of any unit owner to lease his unit, or the terms and conditions under which the unit may be leased,

without the written consent of every unit owner and mortgagee, and no amendment adopted pursuant to this item (B) shall take effect until an appropriate written instrument is recorded among the Land Records of Baltimore County, Maryland, which instrument shall be executed by every unit owner and mortgagee.

(ii) Furthermore, this Declaration, the By-laws and the condominium plat shall not be amended so as to change:

(A) any right expressly reserved for the benefit of the Developer, including, but not limited to, the easements reserved by the Developer in Paragraph (b) of Article I hereof, the Developer's right to expand the condominium as provided in Article VIII hereof, and the Developer's right to develop and market Silver Spring Station, as provided in Article IX hereof,

(B) any provision required by any governmental authority, or

(C) any provision provided for the benefit of any public utility,

without the written consent of the Developer, such governmental authority or such public utility, as applicable, and no such amendment shall take effect until an appropriate written instrument is recorded among the Land Records of Baltimore County, which instrument shall be executed by the Developer, such governmental authority or such public utility, as applicable.

(c) Failure to Rebuild Units. If the unit owners decide pursuant to Section 2 of Article XI of the By-laws not to rebuild one or more units following a fire or other casualty, but the condominium regime is not terminated, then:

(i) the percentage interests (in the common elements and common expenses) appurtenant to each damaged or destroyed unit which is not rebuilt shall be divested from the unit and reallocated among the remaining units in proportion to the percentage interests appurtenant to said remaining units immediately prior to the damage or destruction;

(ii) the votes appurtenant to each damaged or destroyed unit which is not rebuilt shall be divested from said unit and shall not be reallocated among the remaining units; and

(iii) the council of unit owners promptly shall prepare, execute and record an amendment to the Declaration reflecting the new arrangement of percentage interests and votes as above provided.

(d) Destruction or Damage. Notwithstanding any other provision of this Declaration, if the condominium is destroyed or damaged to the extent of at least two-thirds (2/3) of its then replacement cost, the condominium may be terminated by the agreement of unit owners having at least eighty percent (80%) of the votes appurtenant to all units, provided that no such termination shall be effected after the expiration of one year from the date such destruction or damage occurred. Upon such termination, the property shall be sold and the net proceeds of sale and the net proceeds of insurance shall be combined into one fund, which shall be distributed among all the unit owners in accordance with their respective undivided interests in the property as tenants in common, as determined pursuant to Paragraph (g) of this Article X.

(e) Condemnation. The council of unit owners shall represent the unit owners in any condemnation proceeding (for the purposes of this Declaration, a condemnation includes any sale in settlement of a pending or threatened condemnation) to the extent said condemnation pertains to all or any part of the general common elements, except that each unit owner shall be entitled to assert a separate claim for the consequential damages to his unit resulting from said condemnation. Any award made in connection with the condemnation of all or any part of the condominium, including the net proceeds of any sale in settlement of a condemnation proceeding, shall be allocated among the unit owners as follows: (i) each unit owner shall be entitled to the entire award for the taking of all or part of his unit and for the consequential damages to said unit resulting from said condemnation; (ii) any award for the taking of any limited common element shall be allocated among the unit owners having the right to use said limited common element in proportion to their respective percentage interests in the common elements; and (iii) any award for the taking of general common elements shall be allocated among all unit owners in proportion to their respective percentage interests in the common elements. All such awards shall be payable to the council of unit owners, which shall distribute the amount(s) allocated to each unit owner pursuant to the preceding sentence in accordance with the priority of interests in his unit, to the end and intent that all mortgages and other liens on such unit shall first be paid out of the award allocated to such unit owner, all in the order in which same appear. The council of unit owners shall not be obligated to replace property taken, but promptly shall undertake to restore the remaining property to a safe and habitable condition. The cost of such restoration shall be a common expense. Following the taking of all or part of any unit, the percentage interests (in the common elements and in the common profits and common expenses) appurtenant to said unit shall be reduced in the same proportion as the amount of floor area of said unit so taken bears to the floor area of said unit immediately prior to the taking, except that if the taking specifically includes part or all of the percentage interests appurtenant to said unit, the taking authority shall have the portion of said percentage interests which is so taken, and the owner of said unit shall retain the portion of said percentage interests which is not so taken. To the extent that the total percentage interests appurtenant to a unit are reduced as above provided, rather than being split between the taking authority and the unit owner, the severed percentage interests shall be reallocated among the remaining units in proportion to the percentage interests appurtenant to such units immediately prior to the taking. Following the taking of part of a unit, the votes appurtenant to that unit shall be appurtenant to the remainder of that unit, and following the taking of all of a unit, the right to vote

appurtenant to the unit shall terminate, except, in each case, that if the taking specifically includes part or all of the votes appurtenant to a unit, the taking authority shall have the portion of the votes so taken, and the owner of the unit taken shall retain the portion of the votes which is not so taken. If the votes appurtenant to a unit are terminated, said votes shall not be reallocated among the remaining units. Promptly after the taking is effected, the council of unit owners shall prepare, execute and record an amendment to this Declaration reflecting the new arrangement of percentage interests and votes as above provided.

Notwithstanding any other provision of this Declaration, if at least two-thirds (2/3) of the fair market value of the property is taken under the power of eminent domain, the condominium may be terminated by the agreement of unit owners having at least eighty percent (80%) of the total number of votes appurtenant to all units, provided that no such termination shall be effected after the expiration of one year from the effective date of the taking. Upon such termination, (i) the award made in connection with the taking shall be distributed among the unit owners in the manner provided in this Paragraph (e) for the allocation of taking awards, if such award has not already been so distributed, (ii) the percentage interests and votes appurtenant to the units taken in whole or in part shall be allocated in the manner provided in this Paragraph (e) for the allocation of percentage interests and votes appurtenant to units so taken, and (iii) the owner of each unit remaining a part of the property after the taking shall own, as a tenant in common, until the property not taken is sold, an undivided interest in said property determined, to the extent permitted by law, as follows: Based upon fair market values in effect immediately prior to the termination of the regime, such undivided interest shall equal a fraction, the numerator of which is the sum of the fair market value of the portion of his unit not taken, plus the fair market value of his right to use the limited common elements appurtenant to his unit which were not taken, plus his share, based upon his percentage interest in the common elements (adjusted as above provided, if appropriate, on account of the taking), of the fair market value of the general common elements not taken, and the denominator of which is the sum of the fair market values of all units, limited common elements and general common elements not taken, provided, however, that if any unit or any general or limited common element has been damaged or destroyed by fire or other casualty prior to said termination, an estimate of the fair market value of such unit or general common element, or of the right to use such limited common element, immediately prior to such damage or destruction shall be used, and further provided that if no such estimate can reasonably be made in the opinion of the appraiser(s) with respect to any such unit or limited common element, then each unit owner's undivided interest in the property shall equal his percentage interest in the common elements immediately prior to said termination (adjusted as above provided, if appropriate, on account of the taking).

(f) Termination. Except as otherwise provided in Paragraphs (d) and (e) of this Article X, (i) the condominium shall not be terminated without the written consent of every unit owner, and (ii) no termination implemented pursuant to item (i) of this Paragraph (f) shall take effect until an appropriate written instrument executed by all unit owners is recorded among the Land Records of Baltimore County. No termination implemented pursuant to

Paragraphs (d) or (e) of this Article X shall take effect until an appropriate written instrument executed by unit owners having at least eighty percent (80%) of the votes appurtenant to all units is recorded among said Land Records.

(g) Ownership upon Termination. Upon any termination of the condominium regime, except for a termination implemented after a taking under the power of eminent domain as provided in Paragraph (e) of this Article X, each unit owner shall own, as a tenant in common, from the time the condominium is terminated until the time the property is sold, an undivided interest in the property determined, to the extent permitted by law, as follows: Based upon fair market values in effect immediately prior to the termination of the regime, such undivided interest shall equal a fraction, the numerator of which is the sum of the fair market value of his unit, plus the fair market value of his right to use the limited common elements appurtenant to his unit, plus his share, based upon his percentage interest in the common elements, of the fair market value of the general common elements, and the denominator of which is the sum of the fair market values of all units, limited common elements and general common elements, provided, however, that if any unit or any general or limited common element has been damaged or destroyed by fire or other casualty prior to said termination, an estimate of the fair market value of such unit or general common element, or of the right to use such limited common element, immediately prior to such damage or destruction shall be used, and further provided that if no such estimate can reasonably be made in the opinion of the appraiser(s) with respect to any such unit or limited common element, then each unit owner's undivided interest in the property shall equal his percentage interest in the common elements immediately prior to said termination.

(h) Rights and Procedures upon Termination. Upon any termination of the condominium regime:

(i) The fair market value of the units and common elements shall be determined by an independent appraiser selected by the council of unit owners. The decision of the appraiser shall be distributed to each unit owner and shall become final unless unit owners having at least twenty-five percent (25%) of the total number of votes appurtenant to all units disapprove such decision by written notice to the council of unit owners within thirty (30) days after said distribution. If such decision is disapproved, the unit owners submitting such notices of disapproval shall, as a group, by majority vote, select a second independent appraiser within fourteen (14) days after the council of unit owners notifies all unit owners in writing of such disapproval, and the original appraiser and the second appraiser shall select a third appraiser within seven (7) days after the selection of the second appraiser. If the owners disapproving the decision of the original appraiser fail to select an appraiser within the time specified, or if the two appraisers fail to agree upon a third appraiser within the time specified, the one or two designated appraisers, as the case may be, shall request the then Chief Judge of the Circuit Court for Baltimore County to designate an appraiser or appraisers so that there will be three (3) appraisers. A decision of the majority of the appraisers as to all fair market values required to be determined pursuant to this Article X shall be final, conclusive and binding upon all parties. Each decision submitted by one or



more appraisers to the council of unit owners shall be in writing, signed by the appraiser(s) making same, and shall briefly state the grounds of each determination of fair market value. The cost of the appraiser(s) shall be allocated among the unit owners in proportion to their respective percentage interests in the common elements of the condominium.

(ii) So long as the tenancy in common exists, each unit owner and his successors in interest shall have the exclusive right to occupy the portion of the property that formerly constituted his unit, and shall retain all rights which he had immediately prior to the termination of the condominium with respect to those portions of the property that formerly constituted limited common elements.

(iii) Each unit owner's share of any proceeds, including, without limitation, sales proceeds, insurance proceeds and taking awards, distributed to the unit owners upon or in connection with the termination of the condominium shall be distributed in accordance with the priority of interests in such unit, to the end and intent that all mortgages and other liens on such unit shall first be paid out of the proceeds payable to such unit owner, all in the order in which same appear.

(i) No Waiver. The failure of the council of unit owners, or any unit owner, or the board of directors, or the manager, in any one or more instances, to enforce or otherwise insist upon the strict performance of any restriction, condition, obligation or provision of this Declaration or the failure of any such party to exercise any right, shall not be construed as a waiver or relinquishment for the future, whether in the same or in any other instance, of the benefit of such restriction, condition, obligation, provision or right, but the same shall remain in full force and effect unless expressly waived in writing.

(j) Enforceability. The terms, conditions, restrictions and provisions of this Declaration, and the By-laws, shall be binding upon the Developer, its successors and assigns, all as part of a general plan or scheme for development of the condominium, and all said terms, conditions, restrictions and provisions shall be held and construed to run with and bind the property, each condominium unit thereon, and all subsequent owners and occupants of the units, except as otherwise expressly set forth in this Declaration or the By-laws. All of said terms, conditions, restrictions and provisions shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any condominium unit, against any one violating or attempting to violate any of such terms, conditions, restrictions or provisions, provided, however, that, except as otherwise expressly provided herein, all rights reserved by and for the benefit of the Developer under this Declaration and the By-laws shall be exercisable and enforceable only by the Developer, its successors, and any assignee to whom the Developer specifically assigns such rights in writing.

(k) Relationships. Nothing contained in this Declaration or the By-laws shall be deemed or construed by any unit owner, nor by any third party, as creating the relationship of principal and agent, partnership or joint venture between the unit owners or any of them. Further, no provisions

contained in this Declaration or the By-laws shall be deemed to create any relationship between any unit owners other than the relationship expressly created under a condominium regime, nor to confer upon a unit owner any interest in any other unit owner's condominium unit, nor to create any responsibility whatsoever on a unit owner for any debt, liability or obligation of any other unit owner.

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

(m) Conflicts. In the event of any conflict among the provisions of this Declaration, the condominium plat or the By-Laws, the provisions of each shall control in the succession hereinbefore listed in this Paragraph (m), commencing with this Declaration.

(n) Captions. Captions are inserted in this Declaration as a matter of convenience and to facilitate reference to the provisions hereof. Said captions are not intended to define, describe or limit the scope of this Declaration, or any term, condition, or provision hereof, and shall have no effect whatsoever in resolving any construction or interpretation of this Declaration.

(o) Mortgages.

(i) Each unit owner who conveys his unit by way of any mortgage shall give written notice thereof to the board of directors, setting forth the name and address of his mortgagee and submitting a conformed copy of his mortgage and the note secured thereby, if any. The board of directors shall maintain all such mortgage information in a book or other record designated "Mortgage Book". The board of directors shall also include in the Mortgage Book the name and address of any holder, insurer or guarantor of a mortgage who furnishes to the council of unit owners a written notice stating the name and address of such holder, insurer or guarantor and the unit number and address of the unit subjected to the mortgage of such holder, insurer or guarantor (the "mortgaged unit").

(ii) The board of directors shall furnish to each mortgage holder, insurer and guarantor of record in its "Mortgage Book" timely written notice of: (A) any condemnation loss or casualty loss which affects a material portion of the condominium or which affects the mortgaged unit; (B) any delinquency in the payment of assessments or charges owed by the owner of the mortgaged unit, where such delinquency has continued for a period of sixty (60) days; (C) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the council of unit owners; (D) any proposed action which would require the consent of a specified percentage (such as a majority, 66-2/3%, 80% or 100%) of the eligible

mortgagees or of all mortgagees; and (E) the giving of any default or violation notice by the council of unit owners to the owner of the mortgaged unit.

(iii) Upon the specific written request of the holder, insurer or guarantor of any mortgage, the board of directors shall promptly furnish to said holder, insurer or guarantor any information to which the owner of the mortgaged unit may be entitled, including, without limitation, information as to the status of (A) any assessment, (B) the performance of any obligation imposed under the condominium documents, and (C) any default or violation of any kind or nature which may exist or be outstanding on the part of the owner of the mortgaged unit.

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

WITNESS:

DURBAN ROAD LIMITED PARTNERSHIP

[Signature]

By: [Signature]  
Kimberly B. Strutt, General Partner

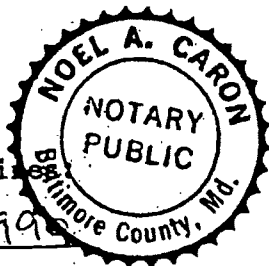
[Signature]

By: [Signature]  
Jack H. Pechter, General Partner

STATE OF MARYLAND )  
                          )  
OF                    ), to wit:

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

AS WITNESS my hand and Notarial Seal.



Noel A. Caron  
Notary Public

My Commission expires

JULY 1, 1991

STATE OF MARYLAND )  
 )  
OF ) , to wit:

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

AS WITNESS my hand and Notarial Seal.

Cheryl A. Jeff  
Notary Public



My Commission expires:

7/1/90

I hereby affirm under penalty of perjury that the notice requirements of Section 11-102.1 of the Condominium Act, if applicable, have been fulfilled.

DURBAN ROAD LIMITED PARTNERSHIP

By: Kimberly B. Strutt  
Kimberly B. Strutt, General Partner

By: Jack H. Pechter  
Jack H. Pechter, General Partner

Exhibits A-J are legal descriptions

Intentionally omitted

Copies available upon request to Management Company

**AMENDED AND RESTATED AMENDMENT TO BY-LAWS  
OF SILVER RIDGE CONDOMINIUM AT SILVER SPRING STATION**

THIS AMENDED AND RESTATED AMENDMENT to the By-Laws of the Silver Ridge Condominium at Silver Spring Station is made this 30<sup>th</sup> day of March, 2016, by the Council of Unit Owners, Silver Ridge Condominium at Silver Spring Station.

LR - Amendment  
Recording Fee 75.00  
Grantor/Grantee Name:  
silver ridge  
condominium @silver  
spring  
Reference/Control #:  
LR - Amendment  
Surcharge 40.00  
SubTotal: 115.00  
Total: 115.00  
03/30/2016 12:13  
6608-76  
#5673604 CC0001 \*  
Baltimore  
County/CC03.01.01 -  
Register 07

**INTRODUCTORY STATEMENT**

Pursuant to the By-Laws of the Silver Ridge Condominium at Silver Spring Station, as recorded in the Land Records of Baltimore County at Liber 8433, folio 848, a special meeting of the Council of Unit Owners was held on September 16, 2015, and reconvened on November 30, 2015, in accordance with the requirements of Article III, Section 2 and the Notice Provisions of Section 3 of the By-Laws, for the purpose of amending certain sections therein.

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

Article IV, Section 1 of the By-Laws of the Silver Ridge Condominium at Silver Spring Station dated March 22, 1990 and recorded in the Land Records of Baltimore County at Liber 8433, folio 848, is amended to read as follows:

Section 1. Number and Qualification. Subject to the right of the council of unit owners or the board of directors to employ a manager, as provided in Article VIII of these By-laws, the affairs of the condominium project shall be managed by a board of directors (board) comprised of three (3) members (directors), each of whom shall be (a) a unit owner, either in his own name, or as a joint tenant, tenant in common, tenant by the entirety, or co-partner, if his unit is held in a real property tenancy or partnership relationship, or (b) the spouse of a unit owner, or (c) an officer or agent of a corporate unit owner, except that no single unit may have more than one member (director) on the board of directors at any given time. Each director comprising the board shall be in good standing which includes, but is not limited to, being free of any un-cured violations of these By-laws, or any other governing document, and owing no fees, charges or other monies due under these By-laws or any other governing document. The number of directors fixed by these By-laws may, by a vote of a majority of the unit owners present and voting at any annual meeting of the council of unit owners, be increased to not exceeding seven (7), or decreased to not less than three (3).

Article IV, Section 5 of the By-Laws of the Silver Ridge Condominium at Silver Spring Station dated March 22, 1990 and recorded in the Land Records of Baltimore County at Liber 8433, folio 848, is amended to read as follows:

Section 5. Removal. At any annual meeting of the council of unit owners, or at any special meeting of the council of unit owners called for that purpose, any director may be removed from office, with or without cause, by a majority of the unit owners present and voting, and another may be appointed in the place of the person so removed to serve for the remainder of his term. Any director may be removed, without vote, if any director misses a total of three (3) or more regular and/or special meetings within their Term of Office as defined in Section 3 of Article IV. Removal of any director under the provisions of this Section shall, ipso facto, terminate the right of such director to hold any executive office of the condominium project.

Article XIV, Section 1, Subsection (e) of the By-Laws of the Silver Ridge Condominium at Silver Spring Station dated March 22, 1990 and recorded in the Land Records of Baltimore County at Liber 8433, folio 848, and amended by the Third Amendment to By-Laws of Silver Ridge Condominium Association dated August 29, 2002 and recorded in the Land Records of Baltimore County at Liber 16876, folio 005, is amended to read as follows:

(e) (1) On or after January 1, 2016, no unit owner may lease his/her unit until said unit owner has held legal title to the unit for not less than forty-eight (48) consecutive months prior to the lease going into effect, except as provided herein.

(2) The restrictions contained in subsection (e)(1) shall not apply to any unit owner who holds legal title to a unit within the Condominium on or before December 31, 2015.

(3) Leasing of Units

(a) Effective January 1, 2016, a unit owner meeting the requirements to lease their unit shall provide a copy of their written lease to the Board of Directors or the management company at least ten (10) days prior to leasing the unit. If an owner is leasing his unit prior to January 1, 2016, such owner shall provide a copy of the lease to the Board of Directors or the management company by no later than January 1, 2016.

(b) When a leased unit is sold, the lease may continue to its expiration and the new owner may renew the lease of the current tenant but may not lease the unit to another occupant until meeting the requirements of subsection (e) are met.

(c) For purposes of this subsection, occupancy of a unit as his/her principal residence by a person or persons who is not the unit owner or a family member of the unit owner(s), whether or not pursuant to a written lease or occupancy agreement, even if for no charge, monetary or otherwise, shall be deemed to be "leasing" of the unit; provided, however, that a resident unit owner (but not a tenant) may allow occupancy of his unit on a temporary basis by a "house-sitter" if prior written notice is given to the Board of

Directors and the Board of Directors approves same which shall be in their sole discretion to permit.

(d) For those units owned by a corporation, limited liability company, partnership or trust, an officer, director, partner or beneficiary, and the family members of each may occupy the unit and such occupancy shall not constitute leasing of the unit.

(e) Family members of a unit owner may also occupy a unit and such occupancy shall not constitute leasing of the unit. Family members shall include: the husband, wife, mother, father, children (biological or legally adopted), sister, brother, sister-in-law, brother-in-law, grandparent, niece or nephew of the unit owner(s); provided, however, the occupancy of a unit must at all times comply with all federal, state, county, and local codes, ordinances and statutes. The following do not constitute family member for the purposes of the occupancy requirements set forth herein: cousin, family friend, close friend, uncle, or aunt of the unit owner(s). The Board of Directors shall have the sole authority to alter the definition of family member from time to time by an affirmative vote of at least 80% of the Board of Directors, without a vote of the Council, notwithstanding anything to the contrary contained in these By-Laws.

(f) No subleasing of a unit is permitted at any time unless otherwise approved by the Board of Directors.

(g) Exceptions. A unit may be non-owner-occupied under the following circumstances:

- (i) An owner may lease back his/her unit from the buyer of his/her unit up to three (3) months from the date of settlement. Thereafter, the unit must be owner-occupied until meeting the requirements of this subsection (e).
- (ii) A unit may be purchased for the occupancy by another family member. Proof of a familial relationship may be required by the Board of Directors.
- (iii) At the sole discretion of the Board of Directors, upon the presentation of an exceptional reason for the need to lease the unit by the owner. The Board of Directors shall be empowered to allow reasonable



leasing of units upon written application made by a unit owner, his or her heirs, or mortgagee including, but not limited to, those instances in which a resident unit owner must relocate his/her residence outside of the Baltimore area and has difficulty selling the unit. The decision as to whether or not undue hardship exists shall rest solely with the Board of Directors, in its sole discretion.

(4) If a unit owner violates the non-leasing provision contained herein and continues to lease his/her unit after being notified of the violation, the unit owner shall be instructed to evict the tenant and the owner shall be fined Twenty-Five Dollars (\$25.00) per day until the eviction of the tenant takes place. If a unit owner refuses to evict his/her tenant, the unit owner shall be deemed to have authorized and empowered the Council to institute legal proceedings to evict the purported tenant in the name of said unit owner, in which case the unit owner shall be responsible for all expenses incurred by the Council, including but not limited to, the actual cost of the eviction proceeding, reasonable attorneys' fees, including paralegal/law clerk fees and all other costs incurred by the Council in any eviction or other legal proceeding regardless of whether a formal eviction proceeding is filed. Furthermore, in the event the Condominium or the unit owner is required to evict a tenant and remove the personal belongings of the tenant from the unit, the unit owner will be responsible to pay the actual cost of the removal of the personal property from the unit, as well as from the Condominium property. The unit owner will be assessed an administrative fee, as determined by the Board of Directors, to cover the cost of the Condominium overseeing the removal and disposal of the items.

(5) In those instances where leasing of a unit is permitted, every lease for a Condominium unit shall be in writing, for a term of not less than six (6) months, and shall provide that the tenant under the lease shall be subject to comply with the provisions of the Declaration, By Laws and such Rules and Regulations, and any and all amendments thereto, and as they may be amended from time to time, and that the failure of the tenant to comply shall be a default under the lease.

(6) All leases must be signed by the proposed tenant and shall include those provisions required by the Board of Directors from time to time including, but not limited to, the following:

(a) the rights of the tenant, and those persons in the unit with the permission of the tenant to use and occupy the unit shall be subject and subordinate in all other respects to the provisions of the Declaration, these By-Laws and any other Rules and Regulations of the Condominium;

(b) the failure of the tenant, or any person in the unit with the permission or consent (express or implied) of the tenant, to comply with the provisions of the Declaration, these By-Laws and any other Rules and Regulations of the Condominium shall constitute a default under the lease; and

(c) the Board of Directors is empowered to evict any tenant that violates any provision of the governing documents of the Condominium upon the Board of Directors notifying the owner of the Board of Directors' request for the eviction of the tenant and the owner's failure to comply with the Board of Directors' request within the time specified by the Board of Directors.

(7) Each unit owner does hereby designate the Board of Directors or its nominee (which may be the management agent) as attorney in fact for the unit owner-landlord to enforce the terms of the lease, including, termination of the lease and institution of an action for eviction, for breach of the lease by tenant for failure to comply with any of the provisions of the Declaration, By-Laws, and/or Rules and Regulations.

(8) The owner of a Condominium unit is responsible for any damages done to the common elements of the Condominium by anyone moving in or out of the owner's unit. The amount of damages shall be assessed by the Board of Directors and shall be due and payable as additional assessment with the next regular assessment for the unit, and the amount of the assessment shall constitute a lien against the unit, the same as the monthly assessment.

Article XIV, Section 7 of the By-Laws of the Silver Ridge Condominium at Silver Spring Station dated March 22, 1990 and recorded in the Land Records of Baltimore County at Liber 8433, folio 848, is amended to read as follows:

Section 7. Animals.

(a) No animals of any kind shall be raised, bred or kept upon the property, except that each unit owner may raise, breed or

keep not more than two (2) household pets, including dogs, cats and birds, and an unlimited number of fish, provided that no such household pet or fish shall weight more than twenty (20) pounds, no such household pet or fish shall be raised, bred or kept for commercial purpose, and no such household pet or fish shall be retainer after notice from the board of directors to remove it from the property for a reasonable cause, stated in the notice. All unit owners raising, breeding or keeping household pets and/or fish shall comply with all applicable laws pertaining to the raising, breeding and keeping of such household pets and fish.

(b) All tenants leasing a unit from a unit owner are prohibited from raising, breeding and/or keeping any household pet or fish of any kind and for any reason, with the exception of any tenant with a disability requiring an assistance animal as a reasonable accommodation, as defined in the Fair Housing Amendments Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. The raising, breeding and/or keeping of a household pet or fish by a tenant is a violation for which said tenant may be evicted.

IN WITNESS WHEREOF, this Amendment to the By-Laws of the Silver Ridge Condominium at Silver Spring Station is declared to be the act of the Council of Unit Owners in accordance with the By-Laws. In accordance with Section 11-104 of the Real Property Article of the Annotated Code of Maryland, the duly elected Secretary of the Council of Unit Owners hereby certifies and affixes his/her signature as the person specified in the By-Laws to count votes at meeting of the Council of Unit Owners, that the Amendment contained herein was approved by the Unit Owners having the required percentage of votes needed for Amendment of the By-Laws and that this Amendment shall be effective as of the date of the recording of this document in the Land Records of Baltimore County.

The foregoing Amendments shall take effect immediately.

WITNESS:

COUNCIL OF UNIT OWNERS  
SILVER RIDGE CONDOMINIUM ASSOCIATION

Margaret Bell

By: Joan Meadowcroft (SEAL)  
Joan Meadowcroft, President

Margaret Bell

By: Patricia J. Sibiski (SEAL)  
Patricia Sibiski, Secretary

STATE OF MARYLAND, COUNTY OF BALTIMORE to-wit:

I HEREBY CERTIFY that on this 24<sup>th</sup> day of March, 2016, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Joan Meadowcroft who acknowledged herself to be President of the Silver Ridge Condominium Association, and that she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the association by herself as such President.

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

[Signature]  
Notary Public

My Commission Expires:  
10/2/2019



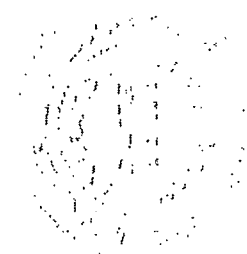
STATE OF MARYLAND, COUNTY OF BALTIMORE to-wit:

I HEREBY CERTIFY that on this 24<sup>th</sup> day of March, 2016, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Patricia Sibiski who acknowledged herself to be Secretary of the Silver Ridge Condominium Association, and that she as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the association by herself as such Secretary.

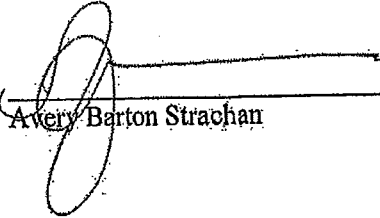
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
10/2/2019



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



Avery Barton Strachan

AFTER  
RECORDING  
RETURN TO:

Silverman, Thompson, Slutchin & White LLC  
201 N. Charles Street, Suite 2600  
Baltimore, Maryland 21201  
Attn: Avery Barton Strachan, Esq.

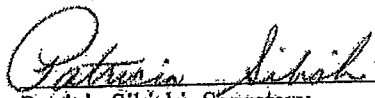
CERTIFICATE OF SECRETARY  
OF SILVER RIDGE CONDOMINIUM AT SILVER SPRING STATION  
FILED PURSUANT TO SECTION 11-104  
OF THE REAL PROPERTY ARTICLE  
OF THE ANNOTATED CODE OF MARYLAND

I HEREBY CERTIFY AS FOLLOWS:

1. That I am the person designated pursuant to Article XVIII, Section 4 of the By-Laws of Silver Ridge Condominium at Silver Spring Station to count and record the votes at the meeting of the Council of Unit Owners of the Silver Ridge Condominium at Silver Spring Station held on September 16, 2015, and reconvened on November 30, 2015.
2. That the amendment of Article IV, Section 1 was duly approved by the unit owners having the required sixty-six and two-thirds percent (66-2/3%) of the votes at the meeting of the Council of Unit Owners of Silver Ridge Condominium at Silver Spring Station held on September 16, 2015 and shall be effective upon recordation.
3. That at the September 16, 2015 meeting, the amendment of Article IV, Section 1 of the By-Laws of Silver Ridge Condominium at Silver Spring Station was approved by 77% of the unit owners with 188 votes approving the amendment and 7 votes against the amendment.
4. That the amendment of Article IV, Section 5 was duly approved by the unit owners having the required sixty-six and two-thirds percent (66-2/3%) of the votes at the meeting of the Council of Unit Owners of Silver Ridge Condominium at Silver Spring Station held on September 16, 2015 and shall be effective upon recordation.
5. That at the September 16, 2015 meeting, the amendment of Article IV, Section 5 of the By-Laws of Silver Ridge Condominium at Silver Spring Station was approved by 74.6% of the unit owners with 182 votes approving the amendment and 16 votes against the amendment.
6. That the amendment of Article XIV, Section 1, Subsection (e) was duly approved by the unit owners having the required sixty-six and two-thirds percent (66-2/3%) of the votes at the meeting of the Council of Unit Owners of Silver Ridge Condominium at Silver Spring Station held on September 16, 2015 and shall be effective upon recordation.
7. That at the September 16, 2015 meeting, the amendment of Article XIV, Section 1, Subsection (e) of the By-Laws of Silver Ridge Condominium at Silver Spring Station was approved by 68.4% of the unit owners with 167 votes approving the amendment and 33 votes against the amendment.
8. That the amendment of Article XIV, Section 7, Subsection (b) was duly approved by the unit owners having the required sixty-six and two-thirds percent (66-2/3%) of the votes at

the meeting of the Council of Unit Owners of Silver Ridge Condominium at Silver Spring Station held on September 16, 2015 and shall be effective upon recordation.

9. That at the September 16, 2015 meeting, the amendment of Article XIV, Section 7 of the By-Laws of Silver Ridge Condominium at Silver Spring Station was approved by 68.4% of the unit owners with 167 votes approving the amendment and 40 votes against the amendment.
10. As of September 16, 2015, there were 244 eligible unit owners to vote on the amendment.
11. That pursuant to Article XVIII, Section 4 of the By-Laws, on August 24, 2015, all unit owners were sent a copy of the proposed amendments to (1) Article IV, Section 1 of the By-Laws; (2) Article IV, Section 5 of the By-Laws; (3) Article XIV, Section 1, Subsection (e) of the By-Laws; and (4) Article XIV, Section 7 of the By-Laws and were instructed to forward a copy of the same to their respective mortgage company as the term is defined in Article I of the Declaration.



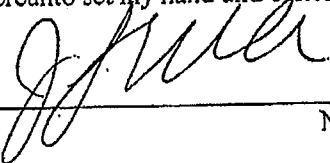
Patricia Sibiski, Secretary

Silver Ridge Condominium at Silver Spring Station

STATE OF MARYLAND, COUNTY OF BALTIMORE to wit:

I HEREBY CERTIFY that on this 24<sup>th</sup> day of March, 2016, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Patricia Sibiski who acknowledged herself to be the Secretary of the Silver Ridge Condominium Association, and acknowledged the foregoing to be the act of said Condominium and she further acknowledged and certified that she is the person specified in the By-Laws to tall votes at meetings of the Condominium and that the foregoing was approved by the percentage of votes required by law and the By-Laws of the Condominium.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

10/2/2019