

**PRESIDENTIAL TOWERS CONDOMINIUM INC.**  
**RESALE PACKAGE**

## Articles of Incorporation

Ed Dacy  
587-4465

ARTICLES OF INCORPORATION

C.

PRESIDENTIAL TOWERS CONDOMINIUM, INC.

Silverman *[Signature]*  
589-8844  
8613 Cedar St.  
JUL Spg. 2010

approved and received for record by the State Department of Assessments and Taxation  
of Maryland May 1, 1981 at 3:30 o'clock P. M. in conformity  
with law and ordered recorded.

Recorded in Liber 2506 , folio 2853 one of the Charter Records of the State  
Department of Assessments and Taxation of Maryland

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

To the clerk of the Circuit Court of Prince George's County

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

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



A 111105

## ARTICLES OF INCORPORATION

FIRST: I, the undersigned, ROBERT T. BONHAM, whose post office address is 1836 Metzert Road #121, in Adelphi, Maryland 20783, being at least eighteen (18) years of age, so hereby form a corporation under and by virtue of the general laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the "Council") is: PRESIDENTIAL TOWERS CONDOMINIUM, INC.

THIRD: The purpose for which the Council is formed is to provide for the administration of the multi-story residential condominium regime (the "Condominium") situate and being in Prince George's County, Maryland, known as 1836 Metzert Road, Adelphi, Maryland 20783.

In the promotion of such purpose, the Council shall have power:

- (a) To make and establish rules and regulations governing the use of the Condominium;
- (b) To levy and collect assessments against its members to defray the common expenses of the Condominium as provided in the Declaration and in the ByLaws establishing the Condominium, including, but not limited to, the right to levy and collect assessments for the purchase of insurance on the Condominium and insurance for the protection of this Corporation and its members and for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including units in the Condominium which may be necessary or convenient for the operation and management of the Condominium, and in accomplishing the purposes set forth in said Declaration and ByLaws.
- (c) To maintain, repair, replace, operate and manage the Condominium, including the right to reconstruct improvements after casualty and to make further improvements to the Condominium.

(d) To provide for the management of the Condominium and to delegate such powers and duties of the Council to such manager as may be provided for in the Declaration and ByLaws of the Council.

(e) To enforce the provisions of the Declaration, these Articles of Incorporation, the ByLaws of the Council which may be adopted, and amended from time to time, and the rules and regulations governing the use of said Condominium.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Council pursuant to the Declaration.

The foregoing enumeration of powers is made in furtherance, not in limitation, of the powers conferred upon the Council by law, and is not intended by the mention of any particular power to limit or restrict any lawful power to which the Council may be otherwise entitled. Subject to any limitations in this Article Third expressed, the Council shall be authorized to exercise and enjoy all the powers, rights and privileges granted to, or conferred upon, corporations of a similar character by the general laws of the State of Maryland now or hereafter in force, and the powers granted to a Council of unit owners by the Maryland Condominium Act (Horizontal Property Act) now or hereafter in force.

FOURTH: The post address of the principal office of the Council in this State is 1836 Metzertott Road # 121, Adelphi, Maryland 20783. The name and post office address of the Resident Agent of the Council in this State is Robert T. Bonham, 1836 Metzertott Road #121, Adelphi, Maryland 20783.

Said Resident Agent is an individual actually residing in the State of Maryland.

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FIFTH: The Council shall not be authorized to issue any capital stock. The qualifications for membership in the Council and the rights and privileges of the members shall be as provided in the ByLaws.

SIXTH: The affairs and activities of the Council, except as provided by statute, by these Articles of Incorporation, and by the ByLaws, shall be conducted and managed by a Board of Directors. Said Board of Directors shall consist of three (3) directors which number may be increased or decreased pursuant to the ByLaws of the Corporation, but shall never be less than three (3); the name of the directors who shall act until the first annual meeting or until their successors are chosen and have qualified are:

Robert . Donham, Milton B. Burstein and Gail Carroll

SEVENTH: The duration of the Council shall be perpetual.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and have acknowledged the same to be my act this 30<sup>th</sup> day of April, 1981.

WITNESS:

Dawn F. Hargreaves

Robert I. Bunker

# Bylaws

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BYLAWS

OF

PRESIDENTIAL TOWERS CONDOMINIUM



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ARTICLE I

Plan of Condominium Ownership

Section 1. Condominium Ownership. The property located in the City of Adelphi, County of Prince George's, State of Maryland (hereinafter called the "Property"), has been submitted to the provisions of the Condominium Act of the State of Maryland (Real Property Article, Title 11, Section 11-101, et seq., of the Annotated Code of Maryland (1957), as amended) by the Declaration recorded in the Office of the Clerk of the Circuit Court in and for Prince George's County, Maryland, simultaneously herewith, and shall hereinafter be known as "Presidential Towers Condominium East", and if expanded pursuant to Article 12 of the Declaration, the name shall be "Presidential Towers Condominium" (hereinafter called the "Condominium").

Section 2. Applicability of Bylaws. The provisions of these Bylaws are applicable to the property of the Condominium and to the use and occupancy thereof. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other person who may use the facilities of the Condominium in any manner, are subject to these Bylaws, the Declaration and the Rules and Regulations. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Unit shall conclusively establish the acceptance and ratification of these Bylaws, The Rules and Regulations the provisions of the Declaration, as they may be amended from time to time, by the person so acquiring, leasing or occupying a Unit and shall constitute and evidence an agreement by such person to comply with the same.

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

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ARTICLE II

Council of Unit Owners

Section 1. Composition. All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws, shall constitute the "Council of Unit Owners." The Council of Unit Owners shall be an unincorporated association which shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium, and performing all of the other acts that may be required to be performed by the Council of Unit Owners by the Condominium Act and the Declaration. Except as to those matters which the Condominium Act specifically requires to be performed by the vote of the Unit Owners, the affairs of the Condominium shall be managed, and the administration of the foregoing responsibilities shall be performed, by the Board of Directors as more particularly set forth in Article III.

Section 2. Annual Meetings; Special Meetings Upon Conveyance of Units. (a) The first meeting of the Council of Unit Owners shall be held on the first weekday occurring six months after the date the Declaration is recorded. Thereafter, annual meetings of the Council of Unit Owners shall be held on the 15th day of June of each year (or the next succeeding weekday if the 15th of June of any year is a Saturday, Sunday or holiday); provided, that if the first meeting as above provided is held after April 1st of any year, the next meeting shall not be held until June 15th of the following year. At applicable annual meetings the Board of Directors shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 4 of Article III of these Bylaws. The Council of Unit Owners may transact such other business at such meetings as may properly come before them.

(b) Promptly after 132 Units shall have been initially conveyed by the Developer (or if, prior thereto, the Condominium is expanded pursuant to Section 12 of the Declaration to include the West Building, then after 256 Units shall have been initially conveyed by the Developer), the Developer shall notify all Unit Owners of such fact, and a special meeting of the Council of Unit Owners shall be held within 30 days thereafter on a call issued by the President. At such meeting the persons designated by the Developer shall resign as members of the Board of Directors and all of the Unit Owners, including the Developer if the Developer owns any Unit or Units, shall elect a new Board of Directors to act in the place and stead of those resigning in accordance with Section 4 of Article III of these Bylaws.

Section 3. Place of Meetings. Meetings of the Council of Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Council of Unit Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by 25% of the Unit Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

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No business shall be transacted at a special meeting except as stated in the notice.

**Section 5. Notice of Meetings.** It shall be the duty of the Secretary to deliver or mail a notice of each annual or special meeting of the Council of Unit Owners, at least 15, but not more than 30 days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at such address as each Unit Owner shall have designated by notice in writing to the Secretary pursuant to Section 14 of Article II of these Bylaws. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Delivery shall mean delivery of such notice by insertion under the door of each Unit Owner.

**Section 6. Adjournment of Meetings.** If any meetings of the Council of Unit Owners cannot be held because a quorum is not present, more than 50% of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

**Section 7. Order of Business.** The order of business at all annual meetings of the Council of Unit Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of Board of Directors.
- (f) Reports of committees.
- (g) Election of inspectors of election  
(when so required)
- (h) Election of members of the Board of  
Directors (when so required)
- (i) Unfinished business
- (j) New business.

**Section 8. Title to Units.** Title to Units may be taken and held in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

**Section 9. Voting.** Voting at all meetings of the Unit Owners' Association shall be on a percentage basis and percentages of the vote to which each Unit Owner is entitled shall be the Percentage Interest assigned to his Unit in the Declaration.

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Where the ownership of the Unit is in more than one Person, the Person who shall be entitled to cast the vote of such Unit shall be the Person named in a certificate executed by all of the owners of such Unit and filed with the Secretary-Treasurer or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Unit shall be the Person owning such Unit who is present. If more than one Person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement.

Section 10. Proxies. A vote may be cast in person or by proxy. No proxy shall be valid for a period of more than 180 days after the date on which it is granted, except that a proxy granted to a mortgagee of a Unit may be valid so long as the indebtedness secured by the mortgage is outstanding and unpaid and a proxy granted to a lessee of a Unit may be valid during the term of the lease. Proxies must be filed with the Secretary before the appointed time of each meeting.

Section 11. Majority of the Unit Owners. As used in these Bylaws, the term "majority of the Unit Owners" shall mean Unit Owners who own more than 50 % of the percentage interest ownership as shown in Schedules C and D attached to the Declaration of the Units of the Condominium.

Section 12. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of 25% of all the Unit Owners shall constitute a quorum at all meetings of the Council of Unit Owners.

Section 13. Conduct of Meeting. The President shall preside over all meetings of the Council of Unit Owners and the Secretary-Treasurer shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat. Roberts Rules of Order shall govern the conduct of all meetings of the Council of Unit Owners when not in conflict with the Declaration, these Bylaws of the Condominium Act.

Section 14. Roster of Unit Owners. The Council of Unit Owners shall maintain a current roster containing the names and addresses of all Unit Owners. Each Unit Owner shall, within 20 days after acquiring title to his Unit, furnish the Secretary-Treasurer with his name and current mailing address.

Section 15. Mailing Address. The initial mailing address of the Council of Unit Owners shall be Apt. 121, 1836 Metzgerott Road, Adelphi, Maryland, 20783.

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ARTICLE III

Board of Directors

Section 1. Number and Qualification. The affairs of the Condominium shall be governed by a Board of Directors. Until 132 Units shall have been initially conveyed by the Developer (or if, prior thereto, the Condominium is expanded to include the West Building, then until 256 Units shall have been initially conveyed by the Developer), and thereafter until their successors shall have been elected by the Unit Owners, the Board of Directors shall consist of such of the general partners of the Developer, or such other persons as shall have been designated by the Developer. The Board of Directors always shall be composed of nine persons, all of whom shall be general partners or designees of the Developer, Unit Owners or spouses of Unit Owners, or mortgagees (or designees of mortgagees) of Units. The Developer shall have the right in its sole discretion to replace such Directors as may be so selected and designated by it, and to select and designate their successors.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things permitted by the Condominium Act, the Declaration, or by these Bylaws directed to be exercised and done by the Council of Unit Owners. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Condominium provided such Rules and Regulations shall not be in conflict with the Condominium Act or the Declaration, or these Bylaws. The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent, if any, which might arise between meetings of the Board of Directors. In addition to the duties imposed by these Bylaws or by any resolution of the Council of Unit Owners that may hereafter be adopted, the Board of Directors shall have the power to, and be responsible for, the following:

(a) Preparation of an annual budget, in which there shall be established the contribution of each Unit Owner to the Common Expenses;

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



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(c) Providing for the operation, care/upkeep, maintenance and surveillance of all of the property and services of the Condominium.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, and providing services for the Property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Unit Owners.

(e) Collecting the assessments against the Unit Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property.

(f) Making and amending Rules and Regulations respecting the use of the Property.

(g) Opening of bank accounts on behalf of the Condominium and designating the signatories required thereunder.

(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property, in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty or as a result of a taking in condemnation or eminent domain proceedings.

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

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

(k) Paying the cost of all services rendered to the Condominium and not billed to individual Unit Owners.

(l) Keeping books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred. The books and vouchers accrediting the entries thereupon shall be available for examination

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and copying by any Unit Owner, or his duly authorized agent or attorney, or by the holder of the first mortgage on any Unit, during normal business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once a year by an independent certified public accountant employed by the Board of Directors who shall not be a resident of the Condominium, or an owner of a Unit therein. The cost of such audit shall be a Common Expense. An annual financial report and related financial data shall be made available to the holders of first mortgages on any Units upon request.

(m) Notifying the mortgagee of any Unit of any default by a Unit Owner as provided in Article X hereof.

(n) Changing from time to time or at any time the resident agent of the Condominium.

(o) To do such other things and acts not inconsistent with the Declaration, or these Bylaws which it may be authorized to do by a resolution of the Council of Unit Owners.

Section 3. **Managing Agent.** The Board of Directors shall employ for the Condominium a professional Managing Agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in paragraphs (a), (c), (d), (e), (h), (j), (k), (l), (m), and (o) of Section 2 of this Article III. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in paragraphs (b), (f), (g), (i) and (n) of Section 2 of this Article III. The first Managing Agent, for an initial term of one year, shall be selected by the Developer on behalf of the Condominium. However, at any time within the three year period immediately following the date on which a majority of the Units in the Condominium, or if the Condominium theretofore has been expanded pursuant to Section 12 of the Declaration, then within the three year period immediately following the date in which a majority of the Units in the Condominium as expanded have initially been conveyed by the Developer, the Council of Unit Owners, by a majority vote, may terminate (without liability for termination) the management contract with the first Managing Agent which termination shall be effective 30 days after the date of notice of termination. In the event of such termination, or termination by lapse of time without renewal, the Board of Directors shall employ another professional Managing Agent, which agent shall be subject to the approval of the mortgagee or

mortgagees holding mortgages on not less than 51% of the Units encumbered by mortgages. It is the intention of this Section 3 that the Condominium shall be managed at all times by a qualified professional Managing Agent.

**Section 4. Election and Term of Office.** At the special meeting of the Council of Unit Owners held pursuant to Section 3 of Article I hereof, the term of office of 3 members of the Board of Directors shall be fixed to expire on the date of the third annual meeting held after such special meeting, the term of office to 3 members of the Board of Directors shall be fixed to expire on the date of the second annual meeting held after such special meeting, and the term of office of 3 members of the Board of Directors shall be fixed to expire on the date of the first annual meeting held after such special meeting. At the expiration of the initial term of office of each respective member of the Board of Directors as aforesaid, his or her successor shall be elected to serve for a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Council of Unit Owners.

**Section 5. Removal of Members of the Board of Directors.** At any regular or special meeting duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Unit Owners, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Unit Owners shall be given at least 15 days' notice of the calling of the meeting and the purpose thereof and he shall be given an opportunity to be heard at the meeting. Notwithstanding anything in this Section to the contrary, so long as the Developer owned at least 79 Units (or if the Condominium is expanded pursuant to Section 12 of the Declaration to include the West Building, then so long as the Developer owns at least 154 Units), no person selected and designated by the Developer as a member of the Board of Directors may be removed without the consent of the Developer and in such event the Developer shall select and designate his successor.

**Section 6. Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Council of Unit Owners shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the Council of Unit Owners; provided, however, that the vacancy of any director designated by the Developer pursuant to a right of the Developer to make such designation shall be filled by the Developer.

**Section 7. Organization Meeting.** The first meeting of the members of the Board of Directors shall be held within 10 days

after the date on which the Declaration is recorded at such time and place as shall be fixed by the Developer. The first meeting of the Council of Unit Owners shall be held pursuant to Section 2 of Article II hereof. No notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present thereat.

**Section 8. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, by mail, telephone or telegraph, at least three (3) business days prior to the day named for such meeting.

**Section 9. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each director, given by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary-Treasurer in like manner and on like notice on the written request of a least two (2) directors.

**Section 10. Waiver of Notice.** Any director may, at any time in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

**Section 11. Quorum of Board of Directors.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 12. Compensation.** No director shall receive any compensation from the Condominium for acting as such.

**Section 13. Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors and the Secretary-Treasurer shall keep a Minute Book of the meetings of the Board.

of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order, or any other rules of procedure acceptable to a majority of Directors present at such meeting shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these Bylaws or the Condominium Act.

Section 14. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Council of Unit Owners or to any Unit Owner for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Council of Unit Owners shall indemnify and hold harmless each of the directors from and against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Council of Unit Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Council of Unit Owners. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as the Percentage Interest of his Unit bears to the Percentage Interests of all Units. Every agreement made by the Board of Directors or by the Managing Agent on behalf of the Council of Unit Owners shall, if obtainable, provide that the members of the Board of Directors or the Managing Agent, as the case may be, are acting only as agents for the Council of Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as the Percentage Interest of his Unit bears to the Percentage Interests of all Units.

#### ARTICLE IV

##### Officers

Section 1. Designation. The principal officers of the Condominium shall be the President, the Vice President, and the Secretary-Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Board of Directors. Any other officers may be, but shall not be required to be, members of the Board of Directors.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Directors.

at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or at a special meeting called for such purpose.

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

**Section 4. President.** The President shall be the chief executive of the Condominium. He shall preside at all meetings of the Council of Unit Owners and of the Board of Directors and he shall perform all other acts required by the Declaration, these Bylaws or the Condominium Act to be performed by the President. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of Maryland, including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

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

**Section 6. Secretary-Treasurer.** The Secretary-Treasurer shall keep the minutes of all meetings of the Council of Unit Owners and of the Board of Directors, he shall have charge of such books and papers as the Board of Directors may direct; he shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; he shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; he shall perform all other acts required by the Declaration, these Bylaws or the Condominium Act to be performed by the Secretary-Treasurer and he shall, in general, perform all the duties incident to the office of secretary and treasurer of a stock corporation organized under the Business Corporation Law of the State of Maryland.

**Section 7. Agreements, Contracts, Deeds, Checks, Etc.** All agreements, contracts, checks and other instruments of the

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Condominium requiring an expenditure or imposing an obligation of more than \$500, shall be executed by any two officers of the Condominium or by any one officer and such other person as may be designated by the Board of Directors. All agreements, contracts, checks or other instruments requiring an expenditure or imposing an obligation of less than \$500 may be executed by any one officer of the Condominium or by such other person as may be designated by the Board of Directors. The provisions of this Section 7 shall not apply, however, to any expenditure specifically authorized in the budget of the Condominium prepared and adopted pursuant to Article V hereof. In cases governed by the preceding sentence, the signature of any person or persons designated by the Board of Directors shall be sufficient.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

#### ARTICLE V

##### Operation of the Property

Section 1. Determination of Common Expenses and Assessments Against Unit Owners.

(a) Fiscal Year. The fiscal year of the Condominium shall consist of the twelve month period commencing on July 1 of each year and terminating on June 30 of the following year.

(b) Preparation and Approval of Budget. Each year on or before June 1st, the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these Bylaws or a resolution of the Board of Directors or the Council of Unit Owners, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Condominium, a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Unit

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Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Unit Owner, on or before June 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Unit Owner's contribution for the Common Expenses of the Condominium.

(c) Assessment and Payment of Common Expenses.

The total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against the Unit Owner in the proportion which the Percentage Interest of his Unit bears to the Percentage Interests of all Units. If the Board of Directors deems it advisable, the assessment made against each Unit Owner for each fiscal year shall set forth separately such Unit Owner's share of the amount of the total assessment allocated to normal and recurring expenses of administration, management, operation and repair, and the amount of the total assessment allocated to each category of reserves included in the budget. On or before the first day of each fiscal year, and the first day of each of the succeeding 11 months in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-twelfth (1/12th) of the assessment for such fiscal year made pursuant to the foregoing provisions. Within 60 days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves either shall be credited to the next monthly installments due from Unit Owners under the current fiscal year's budget, until exhausted, or refunded to each Unit Owner, as the Board of Directors determines, in either case according to the Percentage Interest of each Unit. Any net shortage if the Board of Directors deems it advisable, shall be added according to the Percentage Interest of each Unit to the next installment due from Unit Owners after the rendering of the accounting.

(d) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and



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replacements. All funds accumulated for reserves shall be kept in a separate bank account, segregated from the general operating funds, and if the Board of Directors deems it advisable, funds accumulated for each type of reserve shall be kept in a separate bank account, identified by reference to the specific category of reserve. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except where an emergency requires an expenditure to prevent or minimize loss from further damage to, or deterioration of the Common Elements, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Council of Unit Owners. If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Unit Owners according to the respective Percentage Interests of their Units, and which may be payable in a lump sum or in installments as the Board of Directors may determine; provided, that the Board of Directors shall serve notice of any such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than 10 days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessment. An initial working capital reserve shall be established to be funded by an amount equal to two months estimated monthly assessments for each Unit.

(e) Initial Assessment. When the first Board of Directors takes office, it shall determine the budget, as defined in this Section, for the period commencing 30 days after their selection and ending on June 30 of the fiscal year in which their selection occurs. Assessments shall be levied against the Unit Owners during such period as provided in paragraph (c) of this Section.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common

Expense as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until the monthly payment which is due more than 10 days after such new annual or adjusted budget shall have been mailed or delivered.

(g) Accounts. All sums collected by the Board of Directors, with respect to assessments against the Unit Owners may be commingled into a single fund, but shall be held for each Unit Owner in accordance with the Percentage Interest of his Unit.

Section 2. Payment of Common Expenses. All Unit Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses attributable to the Unit prior to the conveyance of the Unit to the purchaser for which a statement of condominium lien has been recorded, without prejudice to the purchaser's right to recover from the selling Unit Owner the amounts paid by the purchaser therefor. The unpaid share of Common Expenses assessed against a Unit Owner who defaults in the payment thereof shall be collectible from all Unit Owners in proportion to the respective Percentage Interests of their Units.

Section 3. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. A late charge of Two Dollars (\$2.00) or one-twentieth of the total amount of assessments past due (or installment) which remain unpaid for more than thirty (30) days from the due date for payment thereof, whichever is greater, shall be imposed on such overdue assessment, provided however, that the late charge may

not be imposed more than once for the same overdue assessment (or installment). In addition, all unpaid assessments (or past due installments) due from any Unit Owner, together with interest thereon and the actual costs of collection, shall be secured by a lien on the Unit as provided in Section 2 of Article XI of these Bylaws and the Condominium Act, which lien shall be subordinate only to the lien of the holder of the first mortgage on the Unit or as otherwise provided by law.

Section 4. Statement of Common Expenses. The Board of Directors shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid assessments for Common Expenses due from such Unit Owner.

Section 5. Maintenance and Repair.

(a) By the Board of Directors. The Board of Directors shall be responsible for the maintenance repair and replacement of the general common elements (for purposes of this paragraph, air-handling units including, however not be limited to the filter, the duct, the condensate line, the fan, the fan motor and coil, shall be deemed a general common element), the cost of which shall be charged to all Unit Owners as a Common expense.

(1) Except as otherwise provided in Paragraph (b) all of the Common Elements, whether located inside or outside of the Units; and

(2) Except as otherwise provided in Paragraph (b)(2) below, all repairs in, to or with respect to the balcony or terrace adjacent to a Unit and to which such Unit has sole access through the interior of the Unit; and

(3) All incidental damage caused to any Unit by such work as may be done or caused to be done by the Board of Directors in accordance with the provisions of these Bylaws.

(b) By the Unit Owners.

(1) Except for the portions of his Unit required to be maintained, repaired or replaced by the Board of Directors, each Unit Owner shall be responsible for

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the maintenance, repair and replacement, at his own expense, of the following: any interior walls, ceilings and floors; kitchen and bathroom fixtures and equipment; lighting fixtures; and those parts of the plumbing and electrical system which are wholly contained within his Unit and serve his Unit and no other.

(2) Each Unit Owner shall be responsible for performing, at his expense, the normal maintenance for any balcony or terrace which is adjacent to his Unit and to which his Unit has sole access through the interior of the Unit, including keeping it in a clean and sanitary condition and free and clear of snow, ice and any accumulation of water, and shall also make, at his expense, all repairs thereto caused or permitted by his negligence, misuse or neglect.

(3) Each Unit Owner shall, at his expense, perform all maintenance and make all repairs and replacements to the windows, the front door (but not the painting on the exterior surface of the front door) and the sliding glass doors appurtenant to his Unit and to which his Unit has sole access through the interior of the Unit.

(4) Each Unit Owner shall be responsible for, and promptly after demand shall reimburse the Board of Directors for the cost of, maintaining, repairing or replacing any damage to the Common Elements or any portion of his Unit required to be maintained, repaired or replaced by the Board of Directors which is caused by the negligence, misuse or neglect of such Unit Owner.

(5) Each Unit Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary, to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall be responsible for all damages to any and all other Units or to the Common Elements resulting from his failure to make any of the repairs required to be made by him by this Section.

(6) Each Unit Owner shall perform his responsibility under this Section 5(b) in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Board of Directors is responsible, and shall promptly notify the Board of Directors of all damage to his Unit if such damage exceeds \$1000.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

Section 6. Additions, Alterations or Improvements. Board of Directors. Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements costing in excess of \$20,000 in the aggregate during any fiscal year, and the making of such additions, alterations or improvements shall have been approved by the Council of Unit Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing in the aggregate \$20,000 or less during any fiscal year may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of all of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially for the benefit of the Unit Owner or Owners benefiting from the same, only such benefiting Unit Owners shall be assessed therefor in such proportions as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

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**Section 7. Additions, Alterations or Improvements by Unit Owners.** No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit or construct or erect any fence around the terrace appurtenant to his Unit without the prior written consent thereto of the Board of Directors. No Unit Owner shall paint or alter the exterior of his Unit, including the doors and windows, or any fence nor shall any Unit Owner paint or alter the exterior of any Building, without the prior written consent thereto of the Board of Directors. The Board of Directors shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement (by painting or otherwise) within 45 days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Directors only, without however incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 7 shall not apply to Units owned by the Developer until such Units shall have been initially sold by the Developer and paid for.

**Section 8. Restrictions on Use of Units.** Each Unit and the Common Elements shall be occupied and used as follows:

(a) No part of the property shall be used other than housing and the related common purposes for which the Property was designed. Each Unit shall be used as a residence for a single family and for no other purpose, except that a Unit located on the first floor, ground floor or terrace floor of the East or West Building may be used as a profession or commercial office subject to applicable zoning ordinances. A Unit Owner may use a portion of his Unit for an office or studio for his personal use provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner, and provided further that in no event shall any part of the Property be used as a school or music studio.

(b) Notwithstanding the provisions of paragraph (a), nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property, or the contents thereof, applicable for residential use, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or the contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(c) No immoral, improper, offensive or unlawful use shall be made of the Property, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations and requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with by, and at the sole expense of, the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Property or which would structurally change any building or improvements thereon except as is otherwise provided in the Bylaws.

(e) Except for a professional or commercial use permitted by paragraph (a), no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the property. The right is reserved by the Developer, or its agent, to use any unsold Unit or Units for sales or display purposes and to display "For Sale" signs on unsold Units and the Common Elements. Professional or commercial users shall be permitted to display a suitable sign in an area or areas designated by the Board of Directors of the Condominium.

(f) Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Directors.

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

(h) No exterior antennas may be erected or installed by any Unit Owner.

(i) No portion of a Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein.

(j) No trailers, recreational vehicles, campers or boats may be parked on the Property, except in specific locations from time to time designated for such purposes by the Board of Directors.

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(k) The keeping of pets on the Property shall be subject to the Rules and Regulations in effect from time to time.

(l) Owners of Units above the ground level shall carpet at least 80 percent of the floor area of their Unit.

**Section 9. Right of Access.** Each Unit Owner shall grant a right of access to his Unit, and to any part of the Common Elements to which his Unit has sole access through the interior of the Unit, to the Board of Directors of the Managing Agent, or any other person authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or the Common Elements, or for the purpose of performing installations, alterations or repair to the mechanical or electrical services of the Common Elements in his Unit or elsewhere in the Property, or to correct any condition which violates the provisions of any Mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonable convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

**Section 10. Rules and Regulations.** Rules and Regulations concerning the operation and use of the Common Elements may be promulgated and amended by the Board of Directors, provided that such Rules and Regulations are not contrary to or inconsistent with the Condominium Act, the Declaration or these Bylaws. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective. Initial Rules and Regulations, which shall be effective until amended by the Board of Directors, are annexed hereto and made a part hereof as Exhibit A. Any amendments to such Rules and Regulations shall be recorded in the Office of the Clerk of the Circuit Court in and for Prince George's County, Maryland as amendments to said Exhibit.

**Section 11. Electricity, Gas, Water and Front Foot Benefit and Sewer Rents.** Electricity, gas, water and sewer, and front foot benefit charges or rents not billed directly and imposing authority to individual Units shall be paid by the Board of Directors as a Common Expense. Except that the Board of Directors shall impose a charge on the space owned by Commercial Unit Owners of Commercial Units A and B for the useage of utilities attributable to those Units.

**Section 12. Parking Spaces.** With the exception of the Parking Units, all remaining parking spaces shall be used by the Unit Owners for self-service parking purposes on a first come first serve basis as provided in this Declaration. The cost of maintenance and repair of all parking areas shall be a Common Expense.



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Section 13. Use of Common Elements and Facilities. No Unit Owner shall place or cause to be placed in the public halls, stairways or other common areas or common facilities, other than the areas in each Building designated as storage or trash rooms, any furniture, packages, garbage, rubbish or other objects or personal property of any kind. The stairways and hallways in each Building shall not be used for any purpose other than normal transit for ingress to and egress from the Units and Common Elements in such Building.

ARTICLE VI

Insurance

Section 1. Authority to Purchase. Except as otherwise provided in this Article VI, all insurance policies relating to the Property shall be purchased by the Board of Directors for the benefit of the Unit Owners and their respective mortgagees, as their interests may appear. The Board of Directors shall be required to make every effort to obtain and maintain the insurance specified in Section 2 of this Article VI.

Section 2. Insurance Coverage.

(a) The Board of Directors shall be required to obtain and maintain to the extent obtainable, the following insurance: (1) a master policy covering physical damage to the entire Property with "Agreed Amount," "Demolition," (and, if necessary) "Increased Costs of Construction" and "Contingent Liability from Operation of Building Laws" Endorsements, or their equivalents, to provide protection against loss or damage by fire and other hazards, with extended coverage, vandalism, malicious mischief, sprinkler leakage, debris removal, windstorm and water damage endorsements. Such policy shall insure the entire Property (including all of the Units and the floor coverings, bathroom and kitchen fixtures initially installed therein by the Developer, and replacements thereof installed by the Unit Owners, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by Unit Owners), together with all heating and air-conditioning equipment and other service machinery contained therein and covering the interests of the Council of Unit Owners, and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the

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maximum insurable replacement value of the Property, without deduction for depreciation; (2) boiler and pressure vessel insurance covering the interests of the Council of Unit Owners and their mortgagees, as their interests may appear, in an amount of not less than \$500,000.00; (3) workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and (4) a blanket flood insurance policy in the maximum obtainable amounts per building if the Condominium is located in an area designated by the Secretary of Housing and Urban Development as having special flood hazards; and (5) such other physical damage insurance as the Board of Directors may determine is customarily obtained with respect to projects similar in construction, location and use; (6) and such other insurance that the Board of Directors may deem reasonable from time to time.

(b) The master policy secured pursuant to (a) (1) above shall also provide that the insurer shall issue to each Unit Owner a certificate or sub-policy specifying the portion of the master policy allocated to his Unit and the Percentage Interest of his Unit in the Common Elements.

(c) The Board of Directors shall also be required to obtain and maintain (i) Directors and Officers legal indemnification solely in an amount that the Board of Directors may deem reasonable and (ii) to the extent obtainable, a comprehensive policy of public liability and property damage insurance with a "Severability of Interest" Endorsement or equivalent coverage in such limits as the Board of Directors may from time to time determine, insuring the Council of Unit Owners, each member of the Board of Directors, the Managing Agent, and each Unit Owner against any liability to the public or to the Unit Owners (and their respective invitees, agents and employees) arising out of, or incident to, the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured. The Board of Directors shall review such limits once each year, but in no event shall such insurance provide coverage of

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less than \$1,000,000 with respect to any one accident or occurrence. Such coverage shall include protection against water damage liability, liability of non-owned and hired automobiles, liability for property of others, elevator collision, garage-keeper's liability, and such other risks as are customarily covered with respect to similar condominium projects. It shall be the responsibility of each Unit Owner to obtain, at his own expense, liability insurance with respect to his ownership and/or use of his Unit, and the Board of Directors shall not be responsible for obtaining such insurance.

(d) All insurance obtained by the Board of Directors pursuant to (a) and (c) above shall provide that:

(1) The named insured under such policies shall be the Council of Unit Owners and the Unit Owners and/or their authorized representatives, including the Insurance Trustee, the Board of Directors, and the Managing Agent;

(2) In no event shall such insurance be brought into contribution with insurance purchased by individual Unit Owners or their mortgagees;

(3) The insurer waives its right of subrogation to any claims against the Council of Unit Owners, the Board of Directors, the Managing Agent, the Unit Owners and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households; and that the insurer waives any defense based upon co-insurance or upon any invalidity arising from the acts of the insured;

(4) The master policies on the Property cannot be cancelled, invalidated, or suspended on account of the conduct of any member, officer or employee of the Council of Unit Owners, the Board of Directors or the Managing Agent, without a prior demand in writing that the Council of Unit Owners, the Board of Directors or the Managing Agent cure the defect;

(5) any "no other insurance" clause contained in the master policies shall expressly exclude individual Unit Owners' policies from its operation;

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(6) until the expiration of 30 days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Unit Owner of such Unit, the other Unit Owners, the Council of Unit Owners, the Board of Directors, or any of their agents, employees or household members;

(7) the master policies may not be cancelled, reduced in amount or substantially modified without at least 30 days' prior written notice to all insureds therein named, including the Board of Directors and all mortgagees of Units;

(8) the master policy shall contain a standard mortgagee clause, without contribution, in favor of each mortgagee of a Unit to the extent of the portion of the coverage of the master policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such mortgagee and the Unit Owner, as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee contained in Sections 4 and 5 of this Article VI, and

(9) any option of the insurer to restore damage in lieu of making a cash settlement shall not be exercisable without the prior written consent of the Board of Directors (or, if applicable, the Insurance Trustee) or when in conflict with these Bylaws or any applicable law.

(e) In addition, with respect to all policies of insurance obtained by the Board of Directors pursuant to (a) and (c) above, the following provisions also shall apply:

(1) The net proceeds of such policies, if less than \$25,000, shall be payable to the Board of Directors, and if more than \$25,000 shall be payable to the Insurance Trustee;

(2) Each Unit Owner shall notify the Board of Directors (i) of all improvements to his Unit, the value of which is in excess of \$1,000, within ten days after the completion of such improvements and

(ii) of any damage to his Unit whenever it exceeds \$1,000; and the Board of Directors will notify the mortgagees of any Unit when damage to such Unit exceeds \$1,000; and will notify the mortgagees of all Units whenever damage to the Common Elements exceeds \$10,000;

(3) Any Unit Owner who obtains individual insurance policies covering any portion of the Property, other than Personal property belonging to such Unit Owner, shall file a copy of such individual policy or policies with the Board of Directors within 30 days after the purchase of such insurance; and

(4) All policies of insurance shall be written with a company licensed to do business in the State of Maryland and holding a rating of "AAA" or better by Best's Insurance Reports.

(5) The Board of Directors also shall be required to obtain and maintain fidelity bond coverage to protect against dishonest acts on the part of the directors, officers, trustees, employees and agents of the Council of Unit Owners and all other persons who handle or are responsible for handling the funds of the Council of Unit Owners. Such fidelity bonds shall name the Council of Unit Owners as an obligee; shall be written in an amount to be determined by the Board of Directors, but in no event less than \$50,000; shall contain waivers of any defense bond upon the exclusion of persons who serve without compensation from any definition of "employee" or similar term; and shall provide that they may not be cancelled or substantially modified for any reason without at least 30 days prior written notice to the mortgagees of all Units.

(g) A duplicate original of the master policy of all insurance, all renewals thereof, and all sub-policies or certificates issued thereunder, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least 10 days prior to the expiration of the then current policies. Prior to obtaining any policy of physical damage insurance, or any renewal thereof, the Board of Directors shall obtain an appraisal from an insurance company, or such other source as the Board of Directors may determine, of the full replacement value of the Property, without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be effected pursuant to this Section.

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**Section 3. Separate Insurance.** Each Unit Owner shall have the right, at his own expense, to obtain additional insurance for his own Unit and for his own benefit and to obtain insurance coverage upon his personal property and for his personal liability, provided that no Unit Owner shall be entitled to exercise his right to acquire or maintain such additional insurance coverage so as to decrease the amount which the Board of Directors, on behalf of all the Unit Owners, may realize under any insurance policy which it may have in force on the Property at any particular time or to cause any insurance coverage maintained by the Board of Directors to be brought into contribution with such additional insurance coverage obtained by the Unit Owner. All such additional policies shall contain waivers of subrogation against all parties insured by the comprehensive general liability insurance required by Section 2(b) of this Article VI.

**Section 4. Insurance Trustee.**

(a) The Board of Directors shall have the right to designate a bank, trust company or other institutional lender doing business in the metropolitan Washington, D.C. area whose accounts or deposits are insured or guaranteed by an agency of the United States of America or any State; as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of these Bylaws.

(b) The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes for the benefit of the Council of Unit Owners and all Unit Owners and their respective mortgagees.

**Section 5. Board of Directors as Agent.** The Board of Directors is hereby irrevocably appointed the agent for each Unit Owner and for each mortgagee of a Unit and for each owner of any other interest in the Property to adjust all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims.

**Section 6. Premiums.** Premiums upon all insurance policies purchased by the Board of Directors shall be deemed to be a Common Expense.

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ARTICLE VII

Repair and Reconstruction After Fire  
or Other Casualty

Section 1. When Repair and Reconstruction Are Required. Except as otherwise provided in Section 4 of this Article, in the event of damage to or destruction of all or any of the Buildings as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the Buildings (including any damaged Units, and the floor coverings, kitchen and bathroom fixtures and appliances initially installed therein by the Developer, and replacements thereof installed by the Unit Owners, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of his own Unit.

Section 2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any Building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the Building (including any damaged Units, and the floor coverings, kitchen and bathroom fixtures and appliances initially installed therein by the Developer, and replacements thereof installed by the Unit Owners, but not including any other furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Unit Owners in the Units) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair as determined by the Board of Directors, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made by the Board of Directors against the Unit Owners of the damaged Units, and against all Unit Owners of Units in a damaged Building, in the case of damage to the Common Elements of a Building, except that in the case of damage to Common Elements serving or affecting more

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than one Building, the assessments shall be made against all Unit Owners of Units in the Buildings affected by such damage. The assessments against Unit Owners for damage to the Units shall be in proportion to the cost of reconstruction and repair of their respective Units, and the assessments on account of damage to Common Elements shall be in proportion to the respective Percentage Interests of the Units in the Buildings affected by the damage to the Common Elements. Such assessments shall be treated for all purposes as assessments of Common Expenses, but shall not require the approval of the Council of Unit Owners, anything in these Bylaws to the contrary notwithstanding.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Property was originally constructed, subject to the requirements of applicable law at the time of reconstruction or repair.

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

### Section 3. Disbursement of Construction Funds.

(a) Construction Fund. The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Directors from assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section. If the net proceeds of insurance collected on account of a casualty exceed \$25,000, then the funds collected by the Board of Directors from assessments against the Unit Owners shall be deposited by the Board of Directors with the Insurance Trustee, and the entire construction fund shall be disbursed by the Insurance Trustee; otherwise the construction fund shall be held and disbursed by the Board of Directors.

(b) Method of Disbursement. The construction fund shall be paid by the Board of Directors or the Insurance Trustee, as the case may be, in appropriate progress payments, to such contractors,



suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction of the Buildings as are designated by the Board of Directors.

(c) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Unit Owners and mortgagees of all Units affected by such destruction in proportion to the respective Percentage Interests of their Units; provided, however, that the part of a distribution to a Unit Owner which is not in excess of assessments paid by the Unit Owner into the construction fund shall not be made payable to any mortgagee.

(d) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing the Common Elements and the balance to the cost of repairing the Units.

(e) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Vice President and the Secretary of the Condominium certifying (i) whether the damaged Property is required to be reconstructed and repaired, as provided in these Bylaws; (ii) the name of the payee and the amount to be paid with respect to disbursements from any construction fund held by it or whether surplus funds to be distributed are less than the assessments paid by the Unit Owners; and (iii) all other matters concerning the holding and disbursing of any construction fund held by it. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

Section 4. When Reconstruction is not Required. If the Property shall be damaged by fire or other casualty and such damage is so extensive that the cost of repair and reconstruction exceeds two-thirds of the replacement cost of the Property (exclusive of the value of the Land), the Property shall be subject to an action for partition at the suit of any Unit Owner or mortgagee or any Unit, as if the Property were owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be divided by the Board of Directors or the Insurance Trustee, as the case may be, among all Unit Owners in proportion to the respective Percentage Interests of their Units, after first paying out of the share of each Unit Owner, to the extent sufficient for

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this purpose, the amount of any unpaid liens on his Unit, in the order of the priority of such liens. For purposes of this Section, the cost of repair and reconstruction of the damage caused by a fire or other casualty and the replacement cost of the Property shall be determined as promptly as possible after the occurrence of the fire or other casualty by an architect or engineer selected by the Board of Directors for those purposes.

#### ARTICLE VIII

##### Condemnation

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

**Section 2. When Repair and Reconstruction Required.** Except as otherwise provided in Section 3 of this Article VIII, in the event of a taking in condemnation of a part of the Property, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the Property in the same manner as set forth in Article VII shall apply to the repair and restoration of the Property in the same manner as if the Property had been damaged by fire or other casualty. The award made for the taking shall be payable to the Board of Directors, if such award amounts to \$25,000 or less, or to the Insurance Trustee, if such award amounts to more than \$25,000, and shall be disbursed in the same manner as insurance proceeds.

**Section 3. When Reconstruction is Not Required.** If (i) 75 percent or more of the Units shall be rendered untenantable by a taking, and (ii) 75 percent or more of the Unit Owners shall fail to vote in favor of reconstruction and repair at a meeting called within 90 days after the taking, then, with the approval in writing within such 90-day period by the mortgagee or mortgagees holding mortgages constituting first liens on 75 percent of the Units subject to mortgages, the Property shall be subject to an action for partition at the suit of any Unit Owner or the mortgagee of any Unit, as if the Property were owned in common, in which event the net proceeds of sale shall be added to the award and the total shall be considered as one fund which shall be distributed by the Board of Directors or the Insurance Trustee, as the case may be, among all Unit Owners in proportion to the respective Percentage Interests of their Units, after first paying out of the share of each Unit Owner, to the extent sufficient for this purpose, the amount of any unpaid liens on his Unit, in order of the priority of such liens.

**Section 4. Effect on Percentage Interests of Units.** If there is a taking in condemnation of part of the Property, if the Property is restored pursuant to the provisions of Section

2 of this Article, and if as a result of the taking the condemnor is not obligated to pay assessments for Common Expenses attributable to the Unit(s), or part(s) thereof, so taken, then, effective as of the date of the taking, the Percentage Interests of all Units remaining after the taking shall be adjusted in the following manner:

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

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

#### ARTICLE IX

##### Sales, Leases, and Alienation of Units

Section 1. No Severance of Ownership. No Unit Owner shall execute any deed, lease, mortgage or instrument conveying or mortgaging the title to his Unit without including therein the undivided interest of such Unit in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more of such

interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the interests of any Unit in the Common Elements may be sold, leased, transferred, given, devised, or otherwise disposed of, except as part of a sale, lease, transfer, gift, devise, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer, gift, devise or other disposition of such part of the interests in the Common Elements of all Units.

Section 2. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, hypothecate, sell, lease, give, or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors with respect to his Unit and shall have satisfied all unpaid liens with respect to his Unit, except permitted mortgages.

#### ARTICLE X

#### Mortgages

Section 1. Notice to Board of Directors. A Unit Owner who mortgages his Unit shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors.

Section 2. Notice of Unpaid Assessments for Common Expenses. The Board of Directors, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid assessments for Common Expenses due from, or any other default by, the Unit Owner of the mortgaged Unit.

Section 3. Notice of Default. The Board of Directors, when giving notice to a Unit Owner of a default in paying an assessment for Common Expenses or any other default, shall send a copy of such notice to each holder of a mortgage covering the Unit whose name and address shall have theretofore been furnished to the Board of Directors. In addition, if any such default shall continue uncured for 30 days, the Board of Directors shall notify the mortgagee, in writing, of that fact.

Section 4. Notice of Damage, Etc. The Board of Directors shall promptly notify the affected holders of first mortgages on any Unit of any damage to a Unit when such damage exceeds \$1,000, of any damage to the Common Elements when such damage exceeds \$10,000 and of any condemnation or similar proceeding which affects such mortgagee.

Section 5. Definition. As used in the Declaration and these Bylaws, the term "mortgage" shall include a mortgage, deed

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of trust or similar security interest, and the term "mortgagee" shall mean the party secured by a mortgage.

ARTICLE XI

Compliance and Default

**Section 1. Relief.** Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, and the Rules and Regulations, and any Amendments of the same. A default by a Unit Owner shall entitle the Council of Unit Owners, acting through its Board of Directors, to the following relief:

(a) **Legal Proceedings.** Failure to comply with any of the terms of the Declaration, these Bylaws or the Rules and Regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of assessments, any other relief provided for in these Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Council of Unit Owners, the Board of Directors, or, if appropriate, by any aggrieved Unit Owner.

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

(c) **Costs and Attorneys' Fees.** In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

(d) **No Waiver of Rights.** The failure of the

Council of Unit Owners, the Board of Directors or any Unit Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws or the Rules and Regulations shall not constitute a waiver of the right of the Council of Unit Owners, the Board of Directors or a Unit Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Council of Unit Owners, the Board of Directors or a Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these Bylaws or the Rules and Regulations, or at law or in equity.

(e) Interest. In the event of default by any Unit Owner in paying any Common Expenses or other sum assessed against him which continues for a period in excess of 15 days, such Unit Owner shall be obligated to pay interest on the amounts due at the rate of eight percentum (8.0%) per annum from the due date thereof.

(f) Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

#### Section 2. Lien for Unpaid Assessments.

(a) If any Unit Owner fails to pay any assessment for Common Expenses, or any monthly installment thereof, within 30 days after the date on which such payment is due, the Board of Directors shall cause to be filed among the

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Land Records of Prince George's County, Maryland, on behalf of the Council of Unit Owners, a statement of condominium lien, substantially in the form set forth in the Condominium Act, with respect to the Unit owned by the defaulting Unit Owner. The statement of lien may be signed and verified by any officer of the Condominium, or the Board of Directors may delegate to the Managing Agent the power to sign, verify and record the statement of condominium lien on behalf of the Council of Unit Owners. The amount of the unpaid assessment due from any Unit Owner, together with interest and the actual costs of collection, is hereby declared to be a lien levied against his Unit within the purview of the Condominium Act, which lien shall be effective as of the date of recording of the statement of condominium lien.

(b) In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the payment of any single installment, which continues for more than 15 days after written notice of such default shall have been sent to the Unit Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner by the Board of Directors or the Managing Agent.

(c) The lien for unpaid assessments may be foreclosed in the manner provided by the Condominium Act by suit brought in the name of the Board of Directors acting on behalf of the Council of Unit Owners. During the pendency of such suit the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the then laws of the State of Maryland.

(d) Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

ARTICLE XII

Miscellaneous

Section 1. Notices. All notices, demands, bills, state-

ments or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to a Unit Owner, at the address which the Unit Owner shall have designated in writing and filed with the Secretary-Treasurer pursuant to Section 14 of Article II, or if no such address shall have been designated by the Unit Owner, at the address of his Unit, or (ii) if to the Council of Unit Owners, the Board of Directors or the Managing Agent, at the principal office of the Condominium or at such other address as shall have been designated by notice in writing to the Unit Owners pursuant to this Section.

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

**Section 3. Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

**Section 4. Gender.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**Section 5. Amendments.** Except as otherwise provided in this Section, these Bylaws may be modified or amended either (i) by a vote of 75% of the Unit percentage interest ownership of the Unit Owners, present in person or by proxy, at any regular or special meeting of the Council of Unit Owners, or (ii) pursuant to a written instrument duly executed by 75% of the Unit percentage interest ownership of the Unit Owners; provided however, that (a) Article II and Article III, insofar as they provide or relate to the provisions that the Developer, so long as it is the Owner of 131 Units (or, if the Condominium is expanded pursuant to Section 12 of the Declaration to include the West Building, then so long as the Developer is the owner of 255 Units), shall be entitled to select the members of the Board of Directors, and (b) this Section, may not be amended without the consent in writing of the Developer, so long as the Developer shall be the Owner of any Units.

**Section 6. Recording.** A modification or amendment of these Bylaws shall become effective only if such modification or amendment is recorded in the Office of the Clerk of the Circuit Court in and for Prince George's County, Maryland.

**Section 7. Conflicts.** No modification or amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Condominium Act. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Condominium, and all Unit Owners shall be bound to abide by such modification or amendment.



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Section 8. Non-Interference with the Developer. So long as the Developer owns any Unit(s), no Bylaw Amendment or Rule or Regulation shall be adopted (nor shall any existing Bylaw provision or Rule or Regulation be construed in such a manner) that could unreasonably interfere with the Developer's ability to sell, lease or otherwise dispose of such Unit(s).

ARTICLE XIII

Mortgages

Section 1. Notice of Amendment to Mortgages.

(a) Amendment of Bylaws. These Bylaws contain provisions concerning various rights, priorities, remedies and interest of the mortgagees of Units. Such provisions in these Bylaws are to be construed as covenants for the protection of the mortgagees on which the mortgagees may rely in making loans secured by mortgages on the Units. Accordingly, no amendment or modification of these Bylaws impairing or affecting the rights, priorities, remedies or interest of a mortgagee shall be adopted without first giving prior written notice of same to the mortgagee.

Section 2. Liability for Assessments. No first mortgagee who acquires title to a Unit pursuant to remedies provided in the mortgage or pursuant to foreclosure of the mortgage shall be liable for Assessments (or installments thereon) for which the obligation of payment accrued prior to such mortgagee's acquisition of title.

## Amendment to the Bylaws

# Rules and Regulations

**PRESIDENTIAL TOWERS CONDOMINIUM ASSOCIATION**

**RULES AND REGULATIONS**

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## **FORWARD**

More than a destination at the end of the day, Presidential Towers is the place you want to be home and where you feel at home. There is a difference between living in a community and being part of that community. Being part of a community means sharing with your neighbor common desire to promote harmony and contentment. Like so many endeavors involving people, community living cannot be free of conflict. Utopia does not exist. With all the inherent advantages - and there are many - community associations often face difficult issues many of them connected to the need to balance the rights and responsibilities of individual homeowners with those of the community. This universal goal has promoted the creation of the following Rights and Responsibilities.

### **Homeowners Have The Right To:**

1. A responsive and competent community association.
2. Honest, fair and respectful treatment by community leaders and managers.
3. Participates in governing the community association by attending meetings, serving on committees and standing for election to the Board of Directors.
4. Access appropriate association books and records.
5. Prudent expenditure of fees and other assessments.
6. Live in a community where the property is maintained according to established standard.
7. Fair treatment regarding financial and other association obligations, including the opportunity to discuss payment plans and options with the association before foreclosure is initiated.
8. Receive all documents that address rules and regulations governing the community association - if not prior to settlement by a real estate agent or attorney, then upon joining the community.

9. Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights.

**Community Leaders Have The Right To:**

1. Expect owners and non-owner residents to meet their financial obligations to the community.
2. Expect residents to know and comply with the rules and regulations of the community and to stay informed by reading materials provided by the association.
3. Respectful and honest treatment from residents.
4. Conduct meetings in a positive and constructive atmosphere.
5. Receive support and constructive input from owners and non-owner residents.
6. Personal privacy at home and during leisure time in the community.
7. Educational opportunities that are directly related to their responsibilities, and as approved by the association.

**Homeowners Have The Responsibility To:**

1. Read and comply with the governing documents of the community.
2. Maintain their property according to established standards.
3. Treat association leaders honestly and with respect.
4. Vote in community elections and on other issues.
5. Pay association assessments (condominium fees) and charges on time.
6. Contact association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements.
7. Request reconsideration of material decisions that personally affect them.



8. Provide current contact information to association leaders or managers.
9. Ensure that those who reside on their property (e.g., tenants, relatives, friends) adhere all rules and regulations.

**Community Leaders Have The Responsibility To:**

1. Fulfill their fiduciary duties to the community and exercise discretion in a manner reasonably believe to be in the best interest of the community.
2. Exercise sound business judgment and follow established management practices.
3. Balance the needs and obligations of the community as a whole with those of individual homeowners and residents.
4. Understand the association's governing documents and become educated with respect applicable state and local laws, and to manage the association accordingly.
5. Establish committees or use other methods (e.g., Residents' Form) to obtain input for owners and non-owner residents.
6. Conduct open, fair and well-publicized elections.
7. Welcome and educate new members of the community - owners and non-owner residents alike.
8. Encourage input from residents on issues affecting them personally and the community.
9. Encourage events that foster neighborliness and a sense of community.
10. Conduct business in a transparent manner when feasible and appropriate.
11. Allow homeowners access to appropriate community records, when requested.

12. Collect all monies due from owners and non-owner residents.
13. Devise appropriate and reasonable arrangements, when needed and as feasible, to facilitate the ability of individual homeowners to meet their financial obligations to the community.
14. Provide a process residents can use to appeal decisions affecting their non-routine financial responsibilities or property rights - where permitted by law and the associations governing documents.
15. Make covenants and restrictions as understandable as possible, adding clarifying "joy" language or supplementary materials when drafting or revising the documents.
16. Provide complete and timely disclosure of personal and financial conflicts of interests related to the actions of community leaders.

The residents of Presidential Towers Condominium live in a relatively closed community, share the use of common facilities, and jointly pay the expenses for operating the Condominium Association. Therefore, adequate rules and regulations are needed to assist in maintaining a successful business entity while promoting a friendly "neighborhood". The By-Laws, found in every sales disclosure package (which owners received at or prior to settlement and to which they signed their agreement), explains the basic structure of the Association. The Board of Directors is empowered through these By-Laws to establish such additional rules and regulations, fees, deposits and fines as may be necessary to conduct the affairs of the Association, to protect the investment of the owners, and to foster good community relations. After being adopted by the Board of Directors and distributed to the owners and other residents, these rules and regulations, fees, deposits and fines must also be enforced.

On September 23, 2004, the Board of Directors for the Presidential Towers Condominium Association adopted these Rules and Regulations pursuant to the powers and duties of the Board as set forth in Article III, Section 2 of Presidential Towers

Condominium By-Laws during December 1980 and recorded on May 4, 1981 and subsequently amended on October 13, 1983.

Furthermore, these Rules and Regulations comply with the State of Maryland Condominium Laws, Title II of the Real Property Article of the Annotated Code of Maryland (also referred to as the "Act" or the "Condominium Act"). From time-to-time, the Board of Directors can amend these Rules and Regulations by a majority vote of the members of the Board. Pursuant to Section 11-111 of the Act, the Board of Directors adopts these Rules and Regulations. Copies of the Condominium Act, the By-Laws and Amendments thereto are available in the Condominium Management Office.

Any owner or resident of the Presidential Towers Condominium may address and make recommendations to the Board regarding proposed amendments or changes to these Rules and Regulations by submitting them in writing to the Board of Directors or Management Office. These Rules and Regulations supersede any prior rules and regulations at Presidential Towers Condominium. The ultimate goal is not to create more rules, but to create more user-friendly rules that will help this community function more efficiently and effectively while ensuring that the rights of individual residents are protected. Quality of life and safety are always the first concern of the Board of Directors.

## SECTION I

### GENERAL INFORMATION

To make residency a pleasant one, the Board of Directors for the Presidential Tower Condominium Association has assembled important procedures and information. The Management Office is located on the first floor in the first office on the right side of the hallway in the West building. Office hours are:

Monday thru Thursday 8:00 a.m. to 5:00 p.m. and Friday 8:00 a.m. to 4:00 p.m.

When writing to or calling the Management Office, residents should provide a name and unit number. Checks and admittance slips must also have the resident's name and unit number.

### IMPORTANT TELEPHONE NUMBERS

Management Office	301-439-6200
Front Desk	301-439-6200
Emergency Service	301-439-6200
Security Guard	301-439-6200
Police Emergency	911 (non-emergency: 301-699-2630)
Fire Emergency	911 (non-emergency: 301-499-8400)
Jeffres Laundry Equipment	301-565-4940 (please indicate the machine number)
Washington Gas Co.	301-750-1000 (non-emergency: 301-750-1400)
PEPCO	202-833-7500

Most correspondence from the Management Office and the Board of Directors is delivered directly to a residents' unit or by U.S. mail.

From time to time, the Managing Agent will send mail to owners and residents. It is important that this mail be opened and read because it is not junk mail.

## **POLICY AGAINST STAFF ABUSE**

Residents shall not physically or verbally abuse or harass the condominium's staff or other residents at any time. Violation of this rule may result in fines or legal action for residents and possible termination for employees.

## **Services and facilities**

### **Admit Slips**

Guests or other individuals will not be admitted to a resident's unit without a signed admit slip and a courtesy key left at the front desk. Guests or other individuals shall not have access to a key from the Management Office. No verbal admit authorizations will be acknowledged.

### **Mail and Packages**

Arrangements have been made to leave packages at the front desk when a resident is not at home. All packages left at the desk will be logged in and clearly marked with the name and unit number. No package shall be released to anyone other than the person to whom the package is addressed. The addressee must sign for any package being picked up at the front desk. The Presidential Towers Condominium Association and staff shall not be held responsible for the loss of any packages, postal or otherwise.

### **Deliveries**

Packages that cannot be moved easily by the recipient (i.e., large and/or heavy) will be returned to sender unless special arrangements have been made with the front desk prior to delivery.

### **Pest Control**

An exterminating service (roaches/bugs and rodents) is available once a week. Sign up for this free service at the front desk. Service is limited (by contract) to 15 units per week on a first-come-first-served basis. This service does not require removal of items from closets or cabinets. If a resident finds even small holes (1/4 inch) or cracks around the water pipes in the kitchen, bathroom or around the air handler, submit a request to the Management Office to have these spaces filled in with steel wool to help eliminate points of entry for rodents.

### **Telephone Equipment**

The original (old) telephone system located in the kitchen (unless previously removed) requires special attention if a resident intends to remove it. Cutting the wrong wires (and there are dozens) could result in the loss of phone service for every unit in that tier below. It would be prudent to engage the telephone company to deactivate and remove the kitchen phone. Also, since that service box may need to be accessed at some future date to solve a problem in a unit below, it is imperative that the hole not be plastered over. Instead, purchase a plastic access panel from any hardware store. If a resident intends to install another phone at that location, is again recommended that the phone company handle it.

### **Tele-Entry System**

The tele-entry system at the front door is computerized. The Management Office must be resident's phone (not cell) number to program the system. When guest(s) arrive, they dial unit code number from the visitors' entrance foyer. When the resident answers the telephone the number "9" must be dialed on the telephone keypad to unlock the entry door.

Tele-entry codes must have four (4) digits as follows:

For units 1 through 27 add two zeros (00) before the unit number.

For units 101 through 927, add only one zero (0) before the unit number.

For units with a G designation, add a four and a zero (40) before the unit number.

For units with a T designation, add an eight and a zero (80) before the unit number.

**NOTE:** The entry system is not operational when your home telephone is in use. If a resident does not have a telephone, it is the resident's responsibility to meet a guest(s) in the lobby allow their entry. The front-desk staff will not admit guest(s).

All residents 16 years and older must have a key card or fob to use the residents' entrance other entry doors (for example, the doors to the loading docks). However, if a unit is delinquent

on payment of condo fees, key cards/fobs will be deactivated and access to the building will require the resident to be buzzed in by the front desk where the resident must sign in the guest book and provide identification, if requested. Residents without a key card/fob must sign in the residents' book when buzzed in by the front desk.

### **Laundry Room/Trash Chute**

A laundry room with a trash chute is located on each floor. The Association assumes no liability for items damaged or left in the laundry rooms. Laundry left in the laundry room for more than 24 hours may be removed by staff and stored for 14 days. After that time, it may be disposed of. Residents are asked to be courteous and remove their laundry from the machine within 10 minutes of the end of the cycle. Please be considerate of others who may need to use the machines. After the 10-minute grace period, a resident may gently remove items from the washer or dryer and place them on the folding table. No dyeing of fabric is permitted.

The recycle bins are placed in the laundry room for the collection of recycled can, bottles and glass items. Newspapers are to be placed next to this bin. Residents must follow the recycling procedures posted in every laundry and found in Appendix A. Failure to follow the recycling rules may result in the Association losing a yearly Recycling Grant. If proof can be obtained, the unit responsible for placing non-recyclable items in the bin will be fined.

Trash chutes shall only be used between the hours of 7:00 a.m. and 10:00 p.m. to avoid disturbing residents in nearby units.

### **Leak Repair**

**RESIDENTS ARE REQUIRED TO REPORT LEAKING FAUCETS AND TOILETS IMMEDIATELY.** In its effort to reduce shared operating expenses, the Association has agreed to make certain in-unit repairs **AT NO COST TO THE OWNER OR RESIDENT.** These repairs apply exclusively to leaking faucets (Delta and Crane brands only) and toilets. Failure to report a leaking faucet or toilet is a violation of these Rules and Regulations and may result in fines.

### **Storage Room**

Residents must schedule a time with the management office prior to utilizing the storage room.

The storage room is located on the "P" level in the West Tower. Use of this space is free and available on a first-come, first-served basis. The storage room is completely open (no cages) and storage space is delineated by painted lines on the floor. Anything placed in the storage room must be in boxes and labeled with the resident's name, unit number and date (month and year). A listing of all items stored must be on file in the Management Office. No hazarded material (such as paint and acids) is allowed. Pursuant to the Prince George's County Ordinance, no mattresses or the like may be placed in the storage room. Residents are urged to secure all items as best they can (for example, store items in lockable trunk). The Association and Management assume no responsibility for lost, damaged, or stolen items. Residents are responsible for reporting any thefts or damage to the proper law enforcement authorities and to the Management Office.

### **Locks, Keys, and Lockout Procedures**

The Management Office must have a key to every unit for access in case of any emergency and for twice yearly preventative maintenance inspection. If Management does not have a key, the lock will be drilled or the door will be broken and **THE COST OF ENTRY AND THE REPLACEMENT OF THE BROKEN LOCK AND/OR DOOR IS BILLED TO THE RESIDENT'S UNIT.**



If a resident is locked out, the front desk will require identification to verify right of accessed the unit. During non-working hours, there is a \$25.00 charge, payable by money order. If the resident does not have a money order at that time, the resident will need to pay by check in the amount of \$40.00.

If any keys, key card or fob are entrusted to an employee of the Board of Directors, Managing Agent by any unit owner or resident, by a member of his family or by a personal agent, servant, employee, licensee or visitor, the acceptance of the key shall be the sole the unit owner or resident. The Association and Management assume no responsibility for lost, damaged, or stolen items as result of entrusted keys, cards or fobs. Resident responsible for reporting any thefts or damages to the proper law enforcement authorities the Management Office.

If a key card or fob is damaged or lost, there is a charge for replacement (see Section VI current schedule of fees).

**SECTION II**  
**BUILDING ACCESS POLICY**

The following policy will be strictly enforced by any Management staff, Front Desk staff and/or Security personnel. **Residents and visitors shall not berate or abuse the front desk (or any) staff fulfilling the requirements of their job(s).** Violation of this rule will result in fines.

Residents in possession of an activated building access card or fob may enter the building by any electronically controlled access door. Residents may escort their guests into the building with the stipulation that the resident is responsible for the actions and behavior of guests always.

Residents must make sure that the Management Office has the most current telephone number on file. Without this information, the tele-entry system cannot be programmed and any unescorted guests will be denied access to the building unless the resident meets them in the lobby. Although it is an inconvenience to some residents, this procedure is absolutely necessary to help ensure the safety of the larger community.

If a resident does not have a telephone (and thus cannot take advantage of the tele-entry system), the resident must go to the lobby to admit a guest. Although an inconvenience to see residents, it is an absolute necessity to help ensure the safety of the larger community.

Persons who claim to be residents but are not listed as residents in the owner's file, on the lease (on file in the Management Office) or in the up-to-date list of residents kept at the front desk will not be allowed to enter the building unless escorted by a listed resident.

Guests or other persons unaccompanied by a resident must use the visitors entrance at the front of the building. A resident must buzz such persons into the building using the telephone in their unit. **The front desk staff is not authorized to and will not admit persons who cannot contact the resident they want to visit.**

Guests or other persons may be permitted into the building if the resident leaves a written admit slip at the front desk. The slip must specify the name(s) of those to be admitted. Simply

possessing an activated access card/fob or unit key does not entitle the holder to unmonitored access to the building.

If a resident has given out a key card or fob to a non-resident, and that individual (for whatever reason) should no longer have access to the building, it is the responsibility of the residents to notify the Management Office so that the card/fob can be deactivated.

Anyone attempting to enter the building in violation of this access policy will be subject to arrest by the Prince George's Police Department for an illegal trespass. Additionally, units will be fined in accordance with the Presidential Towers Rules and Regulations for violation of access policy.

**SECTION III**

**GENERAL RULES**

**UNIT OWNERS MUST PROVIDE A COPY OF THEIR SETTLEMENT SHEET TO THE MANAGEMENT OFFICE** within 48 hours of closing. They must also fill out other paperwork in the Management Office for their unit file. The owner **MUST** provide a signed lease along with the mandatory Presidential Towers Condominium Lease Addendum (see Appendix B) within 48 hours of lease execution. The lease must reflect **ALL** persons who will reside in the unit. Without this lease addendum, and in addition to other action taken by the Board, a tenant will not receive mail, pool passes, and more importantly, if they should get locked out, the Association cannot and **ABSOLUTELY WILL NOT** grant them access into the unit. **OWNERS MUST SEE TO IT THAT TENANTS RECEIVE A FULL COPY OF THE 2008 EDITION OF THE RULES AND REGULATIONS AND BY-LAWS AND PROVIDE WRITTEN EVIDENCE THEREOF.**

Unit owners shall be responsible for the actions of their children, guests and tenants. All owners, residents and their guests must act in compliance with all Federal, State, County and municipal laws.

**THERE WILL BE NO SOLICITING ON THE PROPERTY by owners, tenants, guests, or non-residents.**

In accordance with the Prince George's County Housing Authority, the maximum number of occupants allowed per unit is as follows:

Efficiency	2 persons
1 Bedroom	2 persons
2 Bedroom	4 persons
3 Bedroom	6 persons

Common elements of the property such as sidewalks, entrances, passages, courts, public hallway, corridors, stairways, driveways for exterior and garage parking shall not be obstructed or used for any other purpose than ingress to or egress from the units in the buildings.

No article shall be placed in any of the hallways or on any of the staircase landings, nor shall any fire exit be obstructed in any manner. No exterior door may be blocked open except during a scheduled move in or out.

Residents and their guests shall not play, run, talk loudly or scream in the hallways, lobby, stairways, and laundry rooms. Parents must explain this rule to their children. Failure to comply may result in fines.

No public hallway shall be decorated or furnished by any unit owner in any manner except holiday decorations on unit doors.

Residents must maintain sufficient carpeting or rugs to cover 80% of each room exclude bathrooms, kitchens, and closets.

All residents must keep their units clean and free of all dirt, debris, and make any maintenance repairs as needed. Failure to comply with this regulation may result in a fine or an enforcement action. For safety reasons, do not store trash, flammable articles or liquids other items in or around heaters and water heaters. No resident, guest, servant, employee licensee or visitor shall, at any time bring into or keep in any unit any flammable, combust or explosive fluid, material, chemicals or substance, except for normal household use.

Toilets and other water and sewer apparatus and fixtures shall not be used for purposes other than those for which they were designed. No sweepings, matches, rags, sanitary napkins, clothes, diapers, or other improper articles shall be thrown therein. The responsible owners pay the cost of repairing any damage resulting from misuse.

Residents will not create excessive noise (example: bouncing balls, jumping, screaming) general, no resident shall make or permit to be made any noises that will disturb or annoy of residents of the building, or to permit anything to be done that will interfere with the right comfort or convenience of other residents. Specifically, the volume of stereo bass will have reduced even though it is not sound volume, but vibration that travels easily through walls, floors, and windows. Renovation work or repair "noise" will be allowed between the hours 9:00 a.m. and 6:00 p.m. Monday through Saturday.

Complaints or correspondence regarding building operations shall be made **IN WRITING** the Board of Directors, the Managing Agent, and/or the General Manager. If the Board of Directors, the Managing Agent, and/or the General Manager determine that the complaint justified, it will take whatever action deemed necessary. The complainant will be notified writing by the Board of Directors or the Managing Agent of any action taken.

Complaints about other residents must be made in writing to the Management Office. The identity of the complaining party must be provided. No letter can be sent from the Management Office without revealing the identity of the person filing the complaint (unless the offending behavior is observed first hand by a staff or Board member).

Washing machines and dryers are not permitted in individual units and must be removed at the owner's expense.

Residents of units on the ground level of a building will be permitted to plant flowers in the immediate vicinity of their unit. Prior written approval from the Board of Directors member obtained. This will help ensure that the type of planting will not detract from appearance the area and will blend in with the overall landscaping of the Condominium ground. Additionally, the areas immediately outside the patios are not to be used to extinguish dispose of smoking materials.

The speed limit for all vehicles within the Condominium grounds shall be ten (10) miles per hour.

No resident shall alter any lock or install a new lock on the exterior door leading to a unit without providing a key to the Management Office. Emergency keys shall be kept in the Management Office in a locked cabinet. Should access be needed during an emergency or for the twice-yearly preventative maintenance inspection and Management does not have a key, the lock will be drilled or the door will be broken and **THE COST OF ENTRY AND REPLACEMENT OF THE BROKEN LOCK AND/OR DOOR IS BILLED TO THE RESIDENT'S UNIT.**

If keys are entrusted by a resident or unit owner or by any member of his/her family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Directors or of the Managing Agent, the acceptance for the key shall be at the sole risk of the resident of the owner, and neither the Board of Directors, the Condominium Association, nor the Management Agent shall be liable for injury, loss or damage of any nature whatsoever. Directly or indirectly resulting there from or connected therewith.

Any consent or approval by the Board of Directors under these rules and regulations may be amended or repealed at any time by resolution of the Board of Directors.

Residents, invitees and guests are also required to comply with all restrictions on the use of units provided in Article V, Section 8 of the By-Laws. It is the unit owner's responsibility to inform all tenants of all rules, guidelines and restrictions.

### **PETS**

No pets are allowed, except those required by the disabled and the police. Those residents needing service animals are responsible for the following:

- All feces must be removed by the resident.
- Animals must not be allowed to void directly adjacent to the building.
- Pets must not cause a nuisance and must be kept on a leash at all time while in community areas. Service doors must be used at all time.
- Animals must not annoy other residents in any way.
- Visitors are not allowed to bring animals (except for service animals for the disabled onto the grounds or into the building.

The board reserves the right to request the removal of animals from the premises. Fail remove animals within 20 days of notification may result in a fine or other enforcement actions.

### **BALCONY, PATIO, TERRACE, WINDOWS, AND DOORS**

Every resident shall keep the balcony, patio, terrace and interior windows in good standing preservation and cleanliness. Replacement or repair of balcony doors, glass, or other windows is the responsibility of the unit owner as stipulated by the By-Laws.

No awnings, sunshades, enclosures, fans, air conditioning units, window guards, or sin items shall be attached to, stored, or hung from balcony, terrace, patio, windows or any other part of the building.

Satellite dishes may not be hung on the outside of the balcony railing or attached to the building exterior of the building. They must be secured on unit's balcony or terrace using concrete block on a "sled" sold by all installation companies or securely attached to the inside of balcony railing.

Design, notice, advertisement or illumination shall be inscribed or exposed to public view from any balcony, patio, terrace, window or any other part of the building. The only exceptions

holiday decorations on unit doors and signage for units zoned for commercial use.

No item shall be shaken or hung from any balcony, patio, terrace, window or any other part of the building. This includes the drying of clothing and mops. No item shall be swept or thrown (including tobacco products) from any balcony, patio, terrace, window or any other part of the building. While watering plants on the balcony, no water shall be allowed to run off the edge.

No yelling out of windows or off balconies/patios is permitted at any time.

No balcony, patio or terrace shall be used for the storage.

**NO COOKING OR BARBECUING IS PERMITTED ON THE BALCONY, TERRACE OR PATIO AS DICTATED BY PRINCE GEORGE'S COUNTY LAW.**

No resident shall permit sheets, rugs, blankets or any other item to be hung at windows on sliding doors except curtains, blinds or drapes. Curtains or drapes must be hung within 30 days after move-in date. Drapery lining exposed to public view must be white or off white.

There shall be no bird or other animals feeding from any balcony, patio, terrace or window.

Planter or flower boxes are not permitted when they exceed the height of the balcony railing. No articles such as planters, flowerpots or boxes shall be placed and maintained on outside windowsills or outside of balcony ledges or railings, or suspended outside windows. No empty flower pots or pots with dead plants may be stored on the balcony.

No rug or carpet (whether temporary or permanent) may be placed on the balcony floor.

#### **LOBBY AND OTHER PUBLIC AREAS**

**NO SOLICITATION** of any kind is allowed, unless approved in writing by the Board of Directors. Please notify the front desk and/or the Management Office if any solicitation is received.

Residents and guests shall not congregate (loiter) in the lobby or use the lobby as a recreation or social area (except for official Association functions). The only exception is that residents waiting for a delivery, cab or other transportation



may wait in the lobby. Children under that age of 12 shall not be left alone in the lobby. Violations may result in fines.

Residents and guests shall not congregate (loiter) anywhere on the grounds (except for areas designated for play - tennis and basketball courts). The Prince George's County and Maryland's Juvenile Curfew Law and Maryland's Loitering Law apply. No food or drink shall be consumed in the lobby, unless approved by the Board of Directors (for example, holiday parties). Front desk personnel are exempt from this provision when they are behind the desk.

Conversations must be carried on at a reasonable decibel level. Shouting is discouraged. No abusive or profane language or breach of the peace will be tolerated. Residents or their guest(s) shall not play, run, talk loudly or scream in the hallways, lobby, stairways, and laundry rooms. Parents must explain this rule to their children. Failure to comply may result in fines.

No bare feet are allowed at any time in common areas inside the building.

No bicycles, wagons or other wheeled vehicles shall be taken through the front entrance, with the exceptions of wheel chairs, baby carriages, folding carts and luggage. The service doors (the level loading dock areas) are especially designed to facilitate the movement of such vehicles to and from the grounds and street area.

Residents may bring in as many bags of groceries as they can carry through the lobby directly to their unit. **NO GROCERIES PARCELS MAY BE UNLOADED IN CIRCLE.** Large quantities of groceries cannot be unloaded and left at the lobby entrance **ANY** length of time. Trades persons must use loading dock entrances.

No part of the public areas shall be used for commercial vehicles, except during non-working hours.

No doormats shall be placed in the common hallways.

No wiring shall be attached to the exterior surface of any unit.

There shall be no personal property of any kind in the public areas, such as lobby, hall stairways.

**PARKING**

**Authority:** The Board of Directors is provided authority, under the Condominium Bylaws, the promulgate and enforce rules and regulations respecting the use of general common elements and parking areas.

**Approved Regulation:** the following regulations replace and supersede any previous parking rules and regulations.

**ANY VEHICLE PARKED IN VIOLATION OF ANY OF THE FOLLOWING RULES MAY BE TOWED AT THE VEHICLE OWNER'S EXPENSE AND RISK WITHOUT ANY FURTHER NOTICE. IN ADDITION, THE BOARD OF DIRECTORS HAS THE AUTHORITY TO LEVY FINES FOR ANY VIOLATION OF THESE RULES, AFTER NOTICE AND A HEARING, PURSUANT TO THE MARYLAND CONDOMINIUM ACT.**

Every vehicle parked on the property, including the garage, and owned by a resident must be recorded with the Association and have a valid Presidential Towers numbered permit attached to the back of the review mirror.

The number of permanent yearly permits available to residents is:

Efficiency	2 permits
1 Bedroom	2 permits
2 - 3 Bedrooms	2 permits
Garage Space	1 hanging permit per garage space

In addition to a parking permit, all residents with garage spaces will be given one hanging permit with their assigned parking space number to be used only in the garage. **ANY VEHICLES WITH HANGING PERMITS OUTSIDE THE GARAGE WILL BE TOWED.**

It is the resident's responsibility to inform guests of all parking regulations.

**GUEST VEHICLE REGISTRATION AND VALID GUEST PARKING PASSES ARE REQUIRED SEVEN DAYS PER WEEK FROM 12:00 MIDNIGHT UNTIL 9:00 A.M.** residents must arrange for guest parking passes through the Front Desk. Any resident requesting guest parking permits must present a valid ID to prove that he/she is in fact a resident at Presidential Towers Condominium.

Each guest vehicle must have a valid guest parking pass placed on the dashboard for easy viewing by the towing company. Failure to display the parking pass properly may result in a

towing charge of not less than \$150.00, along with any other sanction that may be imposed by the Board of Directors. The Association receives no portion of the towing charge. Guest vehicles shall park only in spaces designated "V" and located at the outer perimeter of the parking lot on the west side of the property. Presidential Towers has 91 visitor parking spaces therefore, requests for guest parking permits are granted on first-come, first-serve basis. Passes requested are only for 24-hour periods. No more than three (3) permits per unit may be requested at any one time. If there is a need for more than three (3) guest parking permits, then such requests are to be directed to the Management office during office hours. Guest parking passes will not be issued for a period of more than thirty days, and will not be extended beyond thirty days. Guest(s) visiting for longer than thirty days are considered residents and must register as residents in the Management office.

Residents of Presidential Towers Condominium may not park in those areas specified for guest parking. Residents may park in all other available parking areas within the Presidential Towers property. Parking lot spaces are available on a first-come, first-served basis.

**RESIDENTS OF UNITS WITH DELINQUENT ACCOUNTS WILL HAVE THEIR PARKING PRIVILEGES REVOKED, AND RESIDENTS OF UNITS WITH DELINQUENT ACCOUNTS WILL NOT BE ISSUED GUEST PASSES.**

Restoration of revoked parking privileges, and requests for guest parking passes will be denied to all such residents unit their accounts are paid up and brought current. The Management office and front desk staff will maintain a list of delinquent owners, and have been instructed to reference the list before restoring revoked parking privileges or issuing visitor passes. This list will be updated on monthly basis by the management company.

Any resident regularly driving a company vehicle must present a confirming letter from their employer to the Management Office. All vehicles must be in operating condition. No abandoned vehicles shall be permitted on the property (e.g., missing license plates, flat tires, broken windows, etc.).

No vehicle repair, maintenance work, or washing will be permitted in the parking lot at any time. This includes, but is not limited to, car washing, oil changing, vehicle body work,

major repair, and replacement of mechanical or electrical components.

**NO VEHICLE SHALL BE LEFT UNATTENDED IN THE CIRCLE IN FRONT OF THE BUILDING, AS THIS IS A FIRE LANE.** Such vehicles are subject to towing with notice. Fines from county may also apply.

Absolutely no horn honking is permitted.

No vehicle may occupy more than one (1) parking space. If a vehicle is parked across a line is in violation and may towed at the owner's expense.

No parking shall be permitted in yellow marked areas, fire lanes, or loading zones.

No trucks in excess of one-half ton, trailers, campers, or boats are permitted on the exterior parking lot.

Residents driving commercial or other vehicles with commercial lettering must park-behind the building.

No vehicle shall be parked on Condominium property with "For Sale" signs attached.

No personal property shall be stored in garage spaces.

The Association shall not be liable for any injury, damage or loss that may occur regarding moving or parked vehicles, whether in the garage or on the outside parking surface.

### **TRASH**

The trash chute is not an incinerator. Cigarettes, cigars or any other lighted or explosive objects cannot be placed in the chute. This will create a serious fire hazard. Any combustible item must be properly contained and deposited in the trash receptacles outside the loading dock doors.

Trash for recycling must be placed in a bag, secured and placed in the recycling bin. Newspapers should be placed next to the bin. Complete rule for recycling are posted in every laundry room and in Appendix A.

All items that do not fit in the trash chute must be placed in the dumpsters located outside the terrace level near the service entrances. The following items must not be placed in the trash chute: carpet, lumber, paint, hangers, boxes, and the like.

At no time is trash or other discarded articles to be placed in laundry or trash chute rooms. The repair or damage resulting from a clogged trash chute will be charged to the offending resident.

To help keep condo fees increases to a minimum, bulk trash (i.e., large appliances such as refrigerators and stoves) must be removed by the company replacing them. Furniture such as sofas and mattresses must be placed in the bulk trash areas on the loading docks of each building.

**ELEVATORS-MOVING IN AND MOVING OUT**

**NO MOVING IS PERMITTED ON SUNDAYS OR HOLIDAYS.** Moving is defined as the transfer of a resident's personal and household effects the course of taking possession of any unit or giving up possession of any unit, which includes moving from one unit to another.

Hours for moving are: Monday through Saturday from 8:00 a.m. to 6:00 p.m.

The loading dock areas shall be used for all moving and deliveries. **NOTHING** shall be moved through the front entrances or emergency exits.

A non-fundable money order or check is required prior to a move-in. see Section VII for the schedule of fees.

The move-in fee will be assessed in all cases, if the elevator is used or the unit is furnished. **ADDITIONAL INDIVIDUALS MOVING INTO AN ALREADY OCCUPIED UNIT WILL ALSO BE ASSESSED A MOVE-IN FEE.** Be sure that all residents have been listed on the lease or owner's paperwork. Otherwise, an additional move-in fee will apply.

Individuals moving outside of designated hours, using the elevator for moving with reservation, or on Sundays or holidays will be charged the move-in fee **AND** may be fined Section VII for current schedule of fees and fines.

Reservations to use the service elevator to move in or out must be made at least three (3) in advance with the Management Office. Reservations, in 4-hour blocks, will be accepted first-come, first-served basis. Reservations may continue to be taken up to 24 hours prior to actual time of use only if the elevator is available. Failure to obtain a reservation could result denial of use of the elevator.

Only the service elevators (numbered 1 and 4) may be used for moving or the deliver furniture or other large household items requiring exclusive access to the elevator. Passes elevators shall not be used for moving in or out.

The elevator key is not given out. A staff person will lock off the elevator for the resident's during the reserved time slot only. The resident is then responsible for maintaining control the elevators during the move.

Residents shall be held responsible for all damage to the building or injury with regards moving in or out. This includes, but is not limited to, service elevator, hallways, floors, doors

Proper equipment is mandatory (i.e., hand trucks, carts, straps, dollies and similar control equipment). Each resident shall be responsible for the proper removal of trash, debris, crates boxes relating to the move or they will be fined.

#### **SOCIAL ACTIVITIES**

The Social Room can be used for meetings and parties if approved by the Board of Director. There is a usage fee, security fee, and a refundable deposit due in advance. See Section VII fir current schedule of fees.

The meeting room shall be limited to occupancy of no more than 80 persons, or limits as set be Prince George's County municipal authorities. Attendees of an event shall not loiter in the hallways or stairwells.

Music shall not be amplified and shall be confined to the Social Room so that other residents are not disturbed. If music is to be played, a security person must be hired for the duration of the party. No alcohol is allowed at any time.

#### **TENNIS COURT**

Only residents and their guests may use the tennis court.

A cash deposit (see Section VII for current schedule of fees) and picture identification must be left at the front desk when the key is picked up. If the key is not returned the deposit is forfeited.

Sneakers and proper attire must be worn. No bare feet or street shoes are allowed on the court.

The gate must be locked and the key returned to the front desk when reserved time has expired.

By using the court, the user agrees to indemnify, including attorney's fees and costs, and hold harmless Presidential Towers Condominium Association, the Board of Directors and the Managing Agent from any and all damage or injury arising out of or relating to the use of the tennis court.

### **SMOKING**

There shall be **NO SMOKING OR CARRYING OF LIGHTED TOBACCO IN ANY OF THE PUBLIC AREAS OF THE BUILDING**, including lobby, hallways, stairwells, standing areas, elevators, social room and pool area.

No cigarette or cigar ashes or butts may be discarded from a balcony or terrace.

### **SMOKE ALARMS**

All units must comply with State of Maryland and Prince George's County laws and regulations regarding smoke detectors which require at least one hard-wired (non-battery) device per unit. The Board of Directors recommends that all units have additional smoke detectors and fire extinguishers installed (these do not have to be hard wired).

### **CAR ALARMS**

Vehicles with overly sensitive alarm systems must have the system adjusted so that other community residents will not be disturbed. Vehicles with alarms that go off frequently will be cited for a violation of these Rules and Regulations. Failure to comply will result in fines towing, or both.

**SECTION IV**  
**SWIMMING POOL**

**USE OF THE SWIMMING POOL IS AT THE USER'S RISK. MANAGEMENT AND/OR THE COUNCIL OF UNIT OWNERS WILL NOT BE LIABLE IN MANNER WHATSOEVER FOR PERSONAL INJURIES OR LOSS OR DAMAGE PERSONAL PROPERTY. RESIDENTS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR CHILDREN AND GUESTS.**

The following rules and regulations are for the protection and benefit of all to ensure the and sanitary operation of the pool facilities. A resident's complete cooperation in abiding these rules will afford pleasant relaxation and recreation for all concerned.

The pool will be open from 12:00 p.m. until 8:00 p.m. every day except Tuesday when it will be closed. Children under the age of 18 are allow to use the pool from 12:00 p.m. until 6:00 p.m. Proof of age may be required, at the discretion of the lifeguard on duty. Adult-child swimming will be from 6:30 p.m. until 8:00 p.m.

Daily guest passes can be picked up in the Management Office, Monday through Friday from 8:00 a.m. to 5:00 p.m.

The head lifeguard on duty is responsible for the strict enforcement of these rules. The lifeguard shall have authorization to deprive, temporarily, any resident or guest of the use of the pool or pool area. A written statement is to be filed with the President of the Board of Director and the Management Office within 24 hours if such action is taken.  
**LIFEGUARDS WHO DO NOT ENFORCE THE RULES SHOULD BE REPORTED TO THE MANAGEMENT OFFICE AS SOON AS POSSIBLE.**

Parents shall caution their children to observe all rules and regulations and to obey instructions of all pool employees.

Any person may be barred from the pool or pool area for any infraction of these rules and regulations, or for any other reason that constitutes a hazard to others or to the management. Management reserves the right to refuse entry or deny pool privileges to anyone, at its sole discretion.

Any person using the pool facilities without the proper pass or authorization may be prosecuted for trespassing.



Any person using the pool will be required to register with the attendant.

A resident of Presidential Towers Condominium with a valid swimming pool pass must accompany all guests.

Any person caught destroying pool property will be made to pay for the damages and their pool pass will be suspended or revoked.

Anyone under the age of 18 must pass a swimming test or remain in the shallow end of the pool at the discretion of the lifeguard. Identification, to confirm age, may be required at the discretion of the guard on duty.

Children between the ages of 10 and 14 may enter the pool area alone **provided they have passed the basic swimming test required by the pool management.**

Children under the age 10 must be directly supervised by a resident adult 18 years or older during the entire time they are in the pool area. **AT NO TIME, SHALL A RESIDENT LEAVE A CHILD UNATTENDED IN THE POOL AREA.**

No incontinent persons will be permitted in the pool area unless wearing protective pants.

All trash must be placed in containers. Residents are urged to assist in keeping the pool area clean.

When weather conditions dictate that the pool area be closed in the interest of safety, the Pool Manager or Lifeguard shall have the authority to close the pool.

**THE POOL WILL BE CLEARED OF ALL PEOPLE IN THE EVENT OF AN EMERGENCY.** In case of an emergency, contact the appropriate county authorities and the Management Office immediately.

The following are not allowed in the pool or pool area:

- Alcohol of any kind
- Glassware or any other breakable containers
- Chewing gum
- Food or beverages
- Running, dunking or rough play
- Wrestling or pushing
- Ball playing
- Undue disturbance

- Spitting
- Spouting of water
- Blowing of nose into the pool water
- Anyone wearing bandages
- Anyone with an obvious cold, cough, skin abrasions, open sores, extremely inflamed eyes, infections, excessive sunburn, nasal or ear discharges
- Play equipment, play pens or wheeled vehicles (except wheel chairs)

All swimmers must shower before entering the pool.

**ALL SWIMMERS WITH LONG HAIR ARE REQUIRED TO WEAR BATHING CAP WHILE IN THE POOL.**

Smoking is allowed in designated areas outside the pool or pool area.

Use of all swimming equipment such as inner tubes, floats, and the like, will be regulated by Pool Manager and Lifeguards. Small children in water wings, etcetera, must be supervised by an adult in the pool or pool area.

Poolside radios, tape players, and other similar types of equipment may be used in the pool area with earphones only. If still deemed to be a disturbance to others, the lifeguard may ask for equipment to be turned off entirely.

Towels must be used on chaise lounges or chairs to prevent suntan oil/lotion from discoloring or dry rotting pool furniture.

Diving will be allowed only in the 8-foot section of the pool.

No pets (except service animals) or wheeled vehicles (except wheel chairs) shall be allowed in the pool area.

Anyone using abusive or profane language or breaching the peace will be asked to leave the pool area.

Pool passes will not be issued to and pool privileges shall be suspended for any unit owner who is in arrears on condominium fees, special assessments, late charges, legal fees and fines. Updated status reports (listing only unit numbers) will be provided to the pool staff on a weekly basis. This suspension of privileges will also apply to any tenants(s) of that unit.

Each member of a resident's family, permanently residing in the Condominium, is eligible for a permanent pool pass if named on the unit settlement sheet and/or the filed lease agreement.

Each unit will receive two (2) permanent passes, if named on the unit settlement sheet and/or the filed lease agreement.

All persons using the pool must dry off and put on shoes (which includes flip-flops) before entering the building. When traveling to or from the pool, street attire must be worn.

There will be a charge (see Section VII for current schedule of fees) for additional daily guest passes. Daily guest passes can only be purchased by an adult resident as listed on the unit settlement sheet or the lease agreement. There will be no more than two (2) daily guest passes provided per purchase/per day.

### **SAUNA**

There is a dry sauna located near the shower facilities on the T level of the West Tower. The sauna is now maintained and available for use year around. You must leave picture identification at the front desk to check out the key.

Residents must be 18 or older to use this facility.

Residents must shower with soap before entering the sauna.

No water shall be applied to the sauna rocks. This is an electric device.

No items should be placed on or near the sauna rocks.

No body lotion or oil shall be applied just before entering or inside the sauna.

No shaving or other personal grooming is permitted in the sauna.

No glass containers or reading materials are allowed.

DO NOT USE the sauna if you are taking medication that causes drowsiness.

Overexposure may result in nausea, dizziness, or fainting. It is recommended that exposure exceed 10 minutes.

## **SECTION V**

### **RULES ENFORCEMENT PROCEDURE**

#### **NOTIFICATION**

When a violation of the Rules and Regulations of the Association occurs, the unit owner and/or tenant shall be served with a written demand to cease and desist from the violation. This written demand shall specify:

1. The violation.
2. The action required to abate the violation.
3. The time period, which shall not be less than 10 days, during which the violation may be abated without further action, or, if the violation is a continuing one, a statement that a further violation of the same rule will result in the imposition of a fine and/or sanction after notice and hearing.

#### **TIME SCHEDULE**

Within twelve (12) months after the written demand to cease and desist, if a violation continues past the time period allowed for abatement, or if the violation or similar violation is repeat the unit owner and/or tenant shall be serve with written notice of a hearing before the Board of Directors (as required by the Maryland Condominium Act). This notice shall state:

1. The violation.
2. The time and place of the hearing, which shall not take place less than ten (10) days after the notice is given.
3. That the unit owner and/or tenant is invited to attend the hearing and to produce any statement, evidence or witness on his/her behalf.

#### **HEARING PROCESS**

Not less than 10 days after the giving of such notice, the Board of Directors shall hold a closed-session hearing. Proof of notice to the unit owner and/or tenant and of invitation to be heard shall be placed in the minutes of the meeting. Such proof shall consist of a copy of the written notice required above, and a written statement of the manner of delivery, executed by the person who delivered the notice. At the hearing, the unit owner and/or tenant shall have the right to retain legal counsel and present evidence and cross-examine witnesses at the meeting. The minutes of the meeting shall contain a written statement of

the committee's decision, and show written decision shall be delivered to the unit owner and/or tenant.

**LIEN/PENALTY**

After following the procedures set forth herein, the Board of Directors may assess reason fines for said violation(s) of the Rules and Regulations. Such fines shall be assessed again unit owner, and until paid, shall constitute a part of a continuing lien for assessments. In of continuing violations of the Rules and Regulations, each day such violation continues constitute a separate violation. The Board of Directors may assess fines in accordance with schedule of fines listed in Section VII, and it may, in its discretion, remove fines that imposed.

**LEGAL RIGHTS**

no provisions herein may be deemed to be a waiver of any other legal right of Condominium Association. The Association may take all action to enforce any legal and provisions of the Condominium Act, Declaration, By-Laws and these Rules and Regulations.

**SECTION VI**  
**COLLECTION PROCEDURES**

**CONDOMINIUM ASSESSMENTS**

The condominium fee is due on the first of each month. In addition, statements will be presented to unit owners for special assessments, charges, fees or fines assessed by the Board.

In the event of a default by an owner in paying any common expenses or other sum assessed against the owner, which continues for a period more than fifteen (15) days, such owner shall be obligated to pay a late charge as determined by the Board. A delinquency notice assessing this late charge shall be issued to all owners whose fee, charge or fine assessed by the Board has not been received by the 15<sup>th</sup> of the month.

Within 15 days after a fee payment is missed, the delinquent owner shall be notified that failure to pay within (15) days shall cause the assessment(s) to be accelerated for the entire year. Then the balance owing will be declared due and payable in full, and the owner will be obligated to pay interest at the rate provided in the Bylaws.

**SANCTIONS**

In addition, after notice and a hearing, the Board may impose sanctions, including, but not limited to the following:

- Deactivating key cards or fobs.
- Withholding of pool passes.
- Revoking parking privileges.
- Revoking voting rights at the annual meeting.
- Revoking the privilege of using recreational facilities.
- Any collection and action

**SECTION VII**  
**FEES AND FINES**

The following list provides the schedule of the most common fees and fines as of April 20 the list is not all inclusive. It is provided merely as a frame reference. The Board of Directors reserves the right to institute additional and/or increase fees and fines as it deems necessary. Check with the Management Office for current fees and fines.

**FEES:**

Move-in fee	\$200.00
Towing fee (paid directly to independent contractor, starting at)	\$150.00
Lock-out charge (per incident)	\$25.00 money order or check
	\$40.00
New or replacement key card or fob for front entrance (per key)	
	\$12.00
Fax transmission (per page)	\$1.00
Photo copy (per page)	\$.10
Court use (refundable deposit only)	\$20.00
Social room use (per use, refundable deposit)	\$300.00
(per use fee)	sliding
(per hour, security guard, mandatory)	\$20.00
Guest pool pass (per day)	\$2.00
Resale/Disclosure Package	\$125.00
Copy of the 2008 Rules and Regulations	\$5.00

**FINES:**

Unauthorized move (in addition to move-in fee, per incident, charged to owner)	\$250.00
Oral or verbal abuse or harassment of association staff or residents (per incident)	\$100.00
Vandalism (per incident)	\$100.00

Excess number of occupants in a unit (per week, per extra resident) \$25.00

Yelling, running in interior common areas (per incident) \$50.00

Causing excessive noise within your unit (per incident) \$50.00

Throwing **ANY** item off the balcony, including cigarette butts (per incident) \$50.00

Vehicle repair or maintenance in the parking lot (per incident) \$50.00

Leaving a vehicle unattended in the circle (and possible towing fee, per incident) \$50.00

Balcony violation (per week) \$50.00

Putting inappropriate items into the recycle bin (per incident) \$50.00

Not reporting a leak in a timely manner (per incident) \$50.00

Unauthorized pet (per week) \$50.00

Solicitation of any kind (per incident) \$50.00

Washers or dryers found in a unit (per week) \$50.00

Smoking in the common areas (per incident) \$50.00

Placing inappropriate items in the trash chute (per incident) \$50.00

Violation of building access policy \$50.00

Continuation of any violation listed above (per day) \$10.00



## SECTION VIII

### INSURANCE

The Association will not submit property damage insurance claims for less than \$25,000.00 (master policy deductible). Therefore, **OWNERS MUST PURCHASE "DWELL" INSURANCE** in addition to personal property and/or liability insurance. Proof of dwell building coverage is required in writing and must be on file in the Management Office. Without this coverage, an owner may have to pay for damages up to the \$25,000.00 deduction. The Managing Agent can provide the names of insurance companies that will provide coverage. Residents should also obtain insurance to protect their personal belongings.

The Board urges all residents to contact an insurance agent or the agent for the Association insurance policy and obtain the appropriate insurance.

All claims must be presented in writing to the Board through the Management Office. Residents may not file a claim against the master insurance policy directly.

## **SECTION IX**

### **RESALE PACKAGE**

Under the Maryland Condominium Act, unit owners are required to provide certain information to a prospective purchaser. To assist owners selling their unit(s), the Managing Agent will compile and provide certain information (the disclosure package) required by the Act. See Section VII for the current schedule of fees. Please contact the Managing Agent when these documents are needed.

Within 48 hours of the sale of a unit, the new owner is required to provide a copy of the deed or settlement sheet, along with the purchaser's data sheet to Management Office.

## APPENDIX A

### RECYCLING RULES

#### Glass Bottles and Jar

**Must** be rinsed out. Put lids in regular garbage. Leave labels on. Don't break glass.

#### Aluminum and Tin Cans

**MUST** be rinsed out. Leave labels on.

#### Plastic Bottles

**MUST** be rinsed out, put caps/lids/tops in regular garbage. Leave labels on.

#### Newspapers

**MUST** be dry and should be stacked separately. May be placed in a brown paper bag or tied with twine.

---

Items that **CANNOT BE RECYCLED** include:

Aluminum Foil	Disposable Diapers	Phone Books
Antifreeze Bottles	Envelopes	Pie Tins
Batteries	Fabric	Pizza Boxes
Black, Brown, or Gray	Facial Tissues	Plastic Bags
Plastic Bottles	Fingernail Polish or Remover	Plastic Bubble Wrap
Bleach Bottles	Foil Gift Wrap	Plastic-Coated Paper Cartons
Books	Food Waste	Rags
Bottle Caps/Lids/Tops	Frozen Food Boxes	Ribbons
Broken Dishes	Garbage	Scrap Metal
Butter/Margarine Containers	Light Bulbs	Soil
Carbon Paper	Liquids	Solvents or Bottles
Cardboard Boxes	Magazines	Styrofoam
Ceramics	Medical Waste	Yard Waste
Cereal Boxes	Mirrors	Yogurt Containers

Clothes Hangers	Motor Oil, Cans, or Bottles	Wax-Coated
Paper Cartons		
Colored Paper	Paint or Cans	Window Glass
Computer Paper	Paper Napkins	Wood
Cottage Cheese	Paper Plates	
Containers	Paper Towels	
	Pesticides or Bottles	

**"When in doubt, leave it out"**

If you have questions, call the Office of Recycling at 301-925-5963.

Recycling is the responsible thing to do.

**APPENDIX B**

**PRESIDENTIAL TOWERS CONDOMINIUM**

**ADDENDUM TO LEASE**

This ADDENDUM is made this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between \_\_\_\_\_ (Unit Owner) and \_\_\_\_\_ (Tenant) as an Addendum to a Lease executed by Unit Owner and Tenant and dated \_\_\_\_\_, 2\_\_\_\_ (the Lease) for Unit No. \_\_\_\_\_ in the Presidential Towers Condominium (hereinafter referred to as the Condominium).

In compliance with the Bylaws of the Condominium and in conjunction with the Rules and Regulations, Unit Owner and Tenant hereby further agree as follows:

1. The Lease is subject to and consistent with the provisions of the Maryland Condominium Act and the Condominium legal documents (Declaration, Bylaws, Plats and Plans, together with all exhibits, schedules or certificates thereto, and the Rules and Regulations) as the same may be amended from time to time. In the event of any inconsistency between the Lease and the provisions of the Condominium legal documents, the provisions of the Condominium legal documents shall prevail.
2. The right of Tenant to use and occupy the Condominium Unit No. \_\_\_\_\_ shall be subject and subordinate in all respects to the provisions of the Declaration, the Bylaws, and to such Rules and Regulations relating to the use of the common elements, or other "house rules", as the Board of Directors may promulgate from time to time.
3. Unit Owner and Tenant acknowledges that the Tenant has been made aware of the Rules and Regulations, and Tenant acknowledges receipt of a copy of the Rules and Regulations of the Condominium. Tenant further acknowledges that Tenant's failure to comply with the terms of the Declaration, the Bylaws or the Rules and Regulations shall constitute a material breach of the Lease Agreement.
4. Unit Owner and Tenant acknowledge that the Condominium Association is the third-party beneficiary of the Lease, and this Addendum to Lease and, that the Board of Directors

of the Condominium Association shall have the power to terminate the Lease as if it were the Unit Owner, or to bring summary proceedings to evict the Tenant in the name of the Unit Owner in the event of a default by the Tenant in the performance of the terms of the Lease or of this Addendum to Lease. All attorney's fee and costs of the Association shall be paid by the Unit owner and/or Tenant.

5. Unit Owner and Tenant acknowledge that it is responsibility of the Unit Owner of the Unit here leased, to pay all condominium fees and assessments charged against the Unit in accordance with the condominium legal documents. In the event the Unit Owner has not paid such fees and assessments, the Tenant, after demand from the Association, shall pay fees and assessments. Unit Owner further acknowledges that Unit Owner is required to provide the Condominium Association with the Unit Owner's current mailing address, and must notify the Association of any changes of Unit Owner's address within seven (7) days.
6. Unit Owner and Tenant acknowledge that the number of persons in the proposed Tenant households regarding residential units shall not be greater than the number of persons reflected as occupants on the Lease and permitted to occupy the Unit as set forth in Rules and Regulations of the Condominium Association. If there is no such rule or regulation, the laws of Prince George's County shall govern as maximum number of persons that are permitted to occupy the Unit.
7. Unit Owner and Tenant acknowledge that the Condominium Association reserves the right to withhold from Tenant access to common element amenities and/or fine the owner \$100.00, after notice an opportunity to be heard, in the event that Tenant fails to comply with any of the provisions of the Declaration, the Bylaws or the Rules and Regulations.
8. Unit Owner and Tenant acknowledge that, pursuant to the Bylaws, the Board of Directors and/or Managing Agent of the Condominium Association and/or their employees and agents, have a right of access to the Unit for the purpose of locating and correcting any condition originating or existing in Unit Owner. Unit or threatening another Unit or

a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical, plumbing or electrical services or the Common Elements in Unit Owner's Unit or elsewhere in the Condominium, or to correct any condition which violates the provision the Declaration, the Bylaws, the Rules and Regulations or any mortgage covering another Unit. Reasonable notice of entry will be given in advance to the Tenant, provided, however, that in case of emergency, as determined by the Board of Directors and/or the Managing Agent and their employees or agents, in their discretion, right of entry will be immediate, whether the Tenant is present at the time or not.

9. It is the intention of the parties hereto that the provisions of this Lease Addendum are severable so that if any provision is invalid or void under any applicable Federal or local law or ordinance, the remained shall be unaffected thereby.

IN WITNESS WHEREOF, the parties have executed this Addendum to Lease on the day and year first above written on the Lease attached hereto.

_____	_____	_____	_____
Witnessed By	Date	Unit Owner	Date

_____	_____
Print Name	Print Name

_____	_____	_____	_____
Witnessed By	Date	Tenant	Date

_____	_____
Print Name	Print Name

**APPENDIX C**  
**PRESIDENTIAL TOWERS CONDOMINIUM**  
**RESIDENT INFORMATION FORM**

Unit# \_\_\_\_\_

Owner \_\_\_\_\_ Lessee \_\_\_\_\_ (Please check one)

Names of ALL person(s) residing in the unit

\_\_\_\_\_  
First Name Last Name

\_\_\_\_\_  
First Name Last Name

\_\_\_\_\_  
First Name Last Name

\_\_\_\_\_  
First Name Last Name

\_\_\_\_\_  
First Name Last Name

Home # \_\_\_\_\_ Work # \_\_\_\_\_

Name to contract in an emergency \_\_\_\_\_

Home # \_\_\_\_\_ Work # \_\_\_\_\_

Garage Space # (if applicable) \_\_\_\_\_

Please list owners name if you rent the space

Garage Parking Space # \_\_\_\_\_ Owner ( ) Rent ( )



APPENDIX D

PRESIDENTIAL TOWERS CONDOMINIUM ASSOCIATION

PARKING APPLICATION

PLEASE COMPLETE THIS FORM AND RETURN IT TO THE OFFICE

NAME OF APPLICANT \_\_\_\_\_ ( ) OWNER ( ) RENTER

UNIT # \_\_\_\_\_ PHONE #: HOME \_\_\_\_\_ OFFICE \_\_\_\_\_

CELL: \_\_\_\_\_

EMPLOYMENT ADDRESS \_\_\_\_\_

ALL RENTERS MUST PROVIDEE THE FOLLOWING INFORMATION:

Owner's/Agent Name \_\_\_\_\_ Phone# \_\_\_\_\_

Street Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

NOTE: A COPY OF THE CURRENT LEASE AND THE PTC LEASE ADDENDUM  
MUST BE ENCLOSED OR ON FILE WHEN YOU RETURN THIS FORM BEFORE A  
PARKING STICKERS WILL BE ISSUED.

PRIMARY VEHICLE

SECONDARY VEHICLE

MAKE \_\_\_\_\_

\_\_\_\_\_

MODEL \_\_\_\_\_

\_\_\_\_\_

YEAR \_\_\_\_\_

\_\_\_\_\_

COLOR \_\_\_\_\_

\_\_\_\_\_

TAG # \_\_\_\_\_

\_\_\_\_\_

FOR OFFICIAL USE, ONLY DATE:

PERMIT NUMBER ASSIGNED: VEHICLE 1 \_\_\_\_\_ VEHICLE 2 \_\_\_\_\_

I hereby acknowledge receipt of \_\_\_\_\_ resident parking  
permits, # \_\_\_\_\_ and # \_\_\_\_\_, and a set or parking rules  
and regulations. I agree that as a recorded Presidential Towers  
driver, I will abide by the parking rules and regulations, and  
if these rules or regulations are violated, I hereby dismiss the  
Presidential Towers Condominium Association and its agents from  
any legal responsibilities in connection with the towing of the  
violating vehicle.

\_\_\_\_\_

APPENDIX E

MOVING PROCEDURES AND ELEVATOR RESERVATION POLICY

(Please read carefully)

These procedures are required for all move-in, move-out and delivery of items (i.e., appliances, chairs, tables, beds, etc.).

**THERE IS ABSOLUTELY NO MOVING ON SUNDAYS OR HOLIDAYS.**

**FEES:** A two-hundred dollars (\$200.00) fee is required to be paid in the form of a money order or certificate check at the time you reserve the elevator. The elevator will not be reserved until the fee is paid and all relevant move-in documentation are read and signed.

\$200.00 is user fee and is **nonrefundable**. This fee covers all moves, deliveries and use of the elevator.

**RESERVATIONS:** All reservations must be made at least three (3) working days prior to intended moving delivery date in the management office, Monday through Thursday between the hours of 8:00 am - 5:00 pm and Friday from 8am-4pm. All reservations are made on a first come, first serve basis.

**MOVING HOURS:** Hours for moving or deliveries are Monday through Saturday 8am - 6pm. **Moving not allowed after 6:00pm or on Sundays and Holidays.**

Proper equipment is to be utilized for all moves (carts, straps, hand trucks, boxes, etc.). No items are to be moved through the lobby area, including televisions, chairs, microwaves, large plants and clothes. You must use the T-Level on either side of the building.

PLEASE PRINT CLEARLY IN THE SECTION BELOW

Name: \_\_\_\_\_ Unit# \_\_\_\_\_

( ) East Tower

( ) West Tower

( ) Move-out of complex  
building

( ) Moving into another Unit in

Move-in Date: \_\_\_\_\_

Move-out Date: \_\_\_\_\_

Approximate Start time \_\_\_\_\_

Approximate Finish \_\_\_\_\_



# First Amendment to Rules and Regulations

2002 JUL 18 P 12:48

16034 690

CLERK OF THE  
CIRCUIT COURT

PRESIDENTIAL TOWERS CONDOMINIUM  
AMENDMENT TO THE RULES AND REGULATIONS

WHEREAS, the By-laws of Presidential Towers Condominium, recorded at Liber 5594, Folio 449 et seq. and amended at Liber 5775, Folio 228 et seq. in the land records of Prince George's County, provides in part at Article III, Section 1 that "...The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Condominium ..."; and

WHEREAS, Article V, Section 10 of the By-laws provides in part that "...any amendments to such Rules and Regulations shall be recorded in the Office of the Clerk of the Circuit Court in and for Prince George's County, Maryland ..."

THEREFORE, the following amendment to the Rules and Regulations of the Presidential Towers Condominium that was adopted May 30, 2002 by the Condominium's Board of Directors is hereby being recorded:

**RULE NUMBER IX**

There shall be no alcoholic beverages sold within any unit or on the common elements. The common elements includes both the general common elements and the limited common elements at Presidential Towers Condominium.

IMP FD SURE \$	5.00
RECORDING FEE	20.00
TOTAL	25.00
Rec# PG02	Rcpt # 84792
REP LNS	Bk # 8062
Jul 18, 2002	12:49 PM

**CERTIFICATION**

The undersigned President and Secretary of the Presidential Towers Condominium Board of Directors certifies that on May 30, 2002 the above amendment to the Rules and Regulations of Presidential Towers Condominium was approved by the Board of Directors at a meeting duly called with the required quorum present. Proper notice of the meeting was given to the unit owners in accordance with the By-Laws and Section 11-111 of the Maryland Condominium Act.

IN WITNESS WHEREOF, by Thomas E. Colclasure, President of the Board of Directors of the Presidential Towers Condominium, and Vicki Cork, Secretary of the Board of Directors of the Presidential Towers Condominium have caused this writing to be executed and delivered in its name and on its behalf.

LAW OFFICES  
PHILLIP B. OCHS, ESQUIRE  
SUITE 205  
4300 MONTGOMERY AVENUE  
BETHESDA, MARYLAND 20814  
(301) 656-1552  
FAX: (301) 913-0240

ATTEST:

  
VICKI CORK, SECRETARY

Board of Directors of the  
Presidential Towers Condominium

BY:

  
THOMAS E. COLCLASURE, PRESIDENT

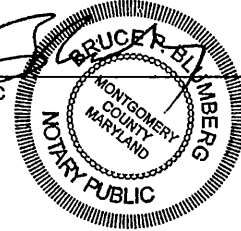
16034

STATE OF MARYLAND )  
COUNTY OF Montgomery )

ss:

On this 5 day of July, 2002 before me the undersigned officer, personally appeared VICKI CORK, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same for the purposes therein contained.

*[Signature]*  
Notary Public



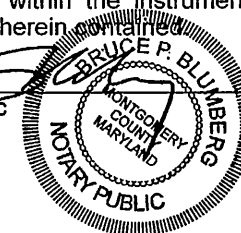
My commission expires: 11/16/03

STATE OF MARYLAND )  
COUNTY OF Montgomery )

ss:

On this 12 day of July, 2002 before me the undersigned officer, personally appeared THOMAS E. COLCLASURE, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same for the purposes therein contained.

*[Signature]*  
Notary Public



My commission expires: 11/16/03

After Recording Return To:  
Law Offices of  
Phillip B. Ochs, Esquire  
4300 Montgomery Avenue, Suite 205  
Bethesda, Maryland 20814

LAW OFFICES  
PHILLIP B. OCHS, ESQUIRE  
SUITE 205  
4300 MONTGOMERY AVENUE  
BETHESDA, MARYLAND 20814  
(301) 656-1552  
FAX: (301) 913-0240

**Second, Third, Fourth, and Fifth Amendment to the Rules  
and Regulations**

**And**

**Amendment Expanding Horizontal Regime**





2002 SEP 11 A 9:26

CLERK OF THE  
CIRCUIT COURT

PRESIDENTIAL TOWERS CONDOMINIUM  
AMENDMENT TO THE RULES AND REGULATIONS

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WHEREAS, the By-laws of Presidential Towers Condominium, recorded at Liber 5594, Folio 449 et seq. and amended at Liber 5775, Folio 228 et seq. in the land records of Prince George's County, provides in part at Article III, Section 1 that "...The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Condominium ..."; and

WHEREAS, Article V, Section 10 of the By-laws provides in part that "...any amendments to such Rules and Regulations shall be recorded in the Office of the Clerk of the Circuit Court in and for Prince George's County, Maryland ..."

THEREFORE, the General Rules, Fines, Fees, Deposits and Guidelines attached as exhibit "A", adopted by the Board of Directors of the Presidential Towers Condominium on November 17, 1994 are hereby being recorded:

**CERTIFICATION**

The undersigned President and Secretary of the Presidential Towers Condominium Board of Directors certifies that to the best of their information, knowledge and belief that on November 17, 1994 the above amendment to the Rules and Regulations of Presidential Towers Condominium was approved by the Board of Directors at a meeting duly called with the required quorum present. Proper notice of the meeting was given to the unit owners in accordance with the By-Laws and Section 11-111 of the Maryland Condominium Act.

IN WITNESS WHEREOF, by Thomas E. Colclasure, President of the Board of Directors of the Presidential Towers Condominium, and Vicki Cork, Secretary of the Board of Directors of the Presidential Towers Condominium have caused this writing to be executed and delivered in its name and on its behalf.

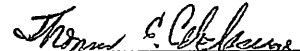
ATTEST:



VICKI CORK, SECRETARY

Board of Directors of the  
Presidential Towers Condominium

BY:



THOMAS E. COLCLASURE, PRESIDENT

LAW OFFICES  
PHILLIP B. OCHS, ESQUIRE  
SUITE 205  
4300 MONTGOMERY AVENUE  
BETHESDA, MARYLAND 20814  
(301) 656-1552  
FAX: (301) 913-0240

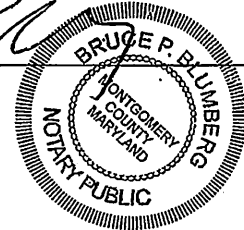
IMP FD SURE \$	5.00
RECORDING FEE	75.00
TOTAL	80.00
REP FCS2	Rcpt \$ 9286.0
REP LNS	Blk \$ 3995
Sep 11, 2002	09:27 am

STATE OF MARYLAND )  
COUNTY OF Montgomery )

ss:

On this 6 day of August, 2002 before me the undersigned officer, personally appeared VICKI CORK, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same for the purposes therein contained.

  
Notary Public

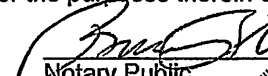


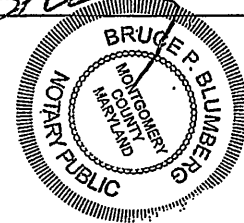
My commission expires: 11/11/03

STATE OF MARYLAND )  
COUNTY OF Montgomery )

ss:

On this 6 day of August, 2002 before me the undersigned officer, personally appeared THOMAS E. COLCLASURE, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same for the purposes therein contained.

  
Notary Public



My commission expires: 11/11/03

After Recording Return To:  
Law Offices of  
Phillip B. Ochs, Esquire  
4300 Montgomery Avenue, Suite 205  
Bethesda, Maryland 20814

LAW OFFICES  
PHILLIP B. OCHS, ESQUIRE  
SUITE 205  
4300 MONTGOMERY AVENUE  
BETHESDA, MARYLAND 20814  
TEL: (301) 656-1552  
FAX: (301) 913-0240

EXHIBIT "A"

16193 524

PRESIDENTIAL TOWERS CONDOMINIUM  
 General Rules, Fines, Fees, Deposits and Guidelines  
 APPROVED NOVEMBER 17, 1994 BOARD OF DIRECTORS MEETING

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PRESIDENTIAL TOWERS CONDOMINIUM  
General Rules, Fines, Fees, Deposits and Guidelines  
July 1, 1986

SECTION 1 - FOREWORD

Because residents of the Presidential Towers Condominium live in close proximity to each other, share in the use of common facilities, and jointly pay the expenses for operating the condominium, adequate rules and regulations are needed to assist in maintaining a compatible community with a warm, congenial atmosphere.

The By-Laws of the Presidential Towers Condominium contain the basic rules and regulations to which we all subscribed when we purchased or rented our condo. The Board of Directors has the responsibility to ensure that these rules are impartially enforced. Also, the Board of Directors is empowered to establish such additional rules and regulations, fees, deposits and fines as may be necessary to conduct the affairs of the condominium, to protect the investment of the co-owners, and to foster good community relations. After being adopted by the Board of Directors and promulgated to the co-owners and tenants, these rules and regulations, fees, deposits and fines must also be enforced.

To date, the Board of Directors, Presidential Towers have adopted the following rules and regulations, fees, deposits and fines. Revisions, changes and additions may be made from time to time in the form of errata sheets, substitute pages or additional pages.

Please keep this manual available at all times.

One copy will be issued to each owner at no charge. Owners who lease their units are required to deliver a copy to their tenant. Owners and tenants will be required to sign that a copy has been received. Additional copies are available in the management office at a cost of \$2.00. Owners may elect to make copies as well.

PRESIDENTIAL TOWERS CONDOMINIUM  
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SECTION II - GENERAL INFORMATION

In order to make your residency a pleasant one, the Presidential Towers Condominium Unit Owners Board of Directors has assembled some important procedures and information which should be very helpful to you.

The management office is located on the first floor, next to the mailboxes. Office hours are as follows:

Monday, Tuesday, Thursday and Friday: 8:00 A.M. to 5:00 P.M.  
Wednesday: 8:00 A.M. to 7:00 P.M.

When communicating with the management office, give your name and unit number when calling, on all checks, and on admit slips and correspondence.

A. IMPORTANT TELEPHONE NUMBERS

Management Office	439-6200 (Direct line 439-3388)
Watchmen	439-6200
Emergency Service	439-6200
Police Emergency	911 (Non-Emergency 699-2630)
Fire Emergency	911 (Non-Emergency 499-8400)
Solon Laundry Equipment	277-5660
Washington Gas Light Co.	750-1400

B. SERVICES AND FACILITIES - POLICIES AND RULES

1. ADMIT SLIPS - No one will be admitted to your unit without a signed admit slip. Admit slips are available at the desk in the lobby. No verbal admit authorizations will be acknowledged.
2. MESSAGE BOX - Most correspondence from the office and Board of Directors are put in your message box at the front desk. Be sure to check daily at the front desk.
3. Correspondence from management will be placed under your door, on laundry room doors and/or channel 3.

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4.
  1. MAIL AND PACKAGES - Arrangements have been made with the Postmaster to leave packages at the desk when you are not at home. In order to take advantage of this service, you must stop at the desk and sign the list we have prepared for the Postmaster. The Postman can only leave packages for those whose signatures appear on the list.
  2. All packages other than "Postal" left at the desk must be logged in and be clearly marked with name and unit number. Any package being picked up at the front desk must be signed for.
  3. Presidential Towers Condominium Association and staff will not be held responsible for any packages (postal or otherwise) left at the front desk.
5.
  1. TELE-ENTRY - The tele-entry system at the front door is computerized. We must have your phone number to enter into the program and then a code will be assigned to your unit. When your guests arrive, they can dial the code. When you answer, you must push "9" on your phone, which in turn will unlock the door.
  2. If you do not have a telephone you must meet your guests in the lobby to permit entry.
  3. All residents must have keys to the front door. No one will be buzzed in by the front desk.
6. LAUNDRY ROOMS/TRASH ROOMS - A laundry room and trash room is located on each floor. No dyeing of fabric is permitted. The Association assumes no liability for items damaged or left in the laundry rooms. Please be considerate and keep these areas clean.
7. PEST CONTROL - An exterminating service is available on a weekly basis. If you wish to take advantage of this service, contact the front desk for the next scheduled visit and leave an admit slip. There is no charge for this service.
8. STORAGE ROOM - HOURS - Monday to Friday 2:00 to 2:30 p.m. and Saturday 1:00 to 2:00 p.m. Residents must sign up at the front desk prior to the scheduled opening time. The room is located on the P-level in the west tower. Anything placed in the storage room must be in boxes and labeled with name, unit number and date (month and year). A listing of all items stored must be on file in the management office; this information will be kept in

PRESIDENTIAL TOWERS CONDOMINIUM  
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strict confidence. No hazardous materials are allowed. Pursuant to the County Ordinance, no furniture, mattresses or the like may be placed in the storage room. Residents are urged to secure all items as much as possible at the time of storage. The Association and Management assumes responsibility in the event any staff person is found criminally responsible for lost, damaged or stolen items. Residents are responsible for reporting any thefts or damage to the proper authorities.

9. KEYS/LOCK-OUT PROCEDURES - The condominium office must have a key to your unit for access in case of an emergency. Should access be needed in an emergency situation and management doesn't have a key, your lock will be drilled at your expense.

Whenever you leave your unit, be sure to double lock your door. The police department has told us that we have one of the most secure locks, but only when it is double locked. It will also help to assure yourself of not getting locked out. MAKE A HABIT OF DOUBLE LOCKING YOUR DOOR FROM THE START.

Should you get locked out, the front desk will require identification to verify that you have access rights to the unit. During non-working hours, there is a \$15.00 cash charge payable at the desk before maintenance personnel will be called to let you in. Failure to pay the \$15.00 at the time of service will result in billing the owner \$30.00.

If any key or keys are entrusted to an employee of the Board of Directors or the managing agent by a unit owner, or by a member of his family, or by his agent, servant, employee, licensee or visitor; whether for his/her unit or automobile or other personal property; the acceptance of the key shall be the sole risk of the unit owner. The Association and Management assumes responsibility in the event any staff person is found criminally responsible for any lost, damaged or stolen items. Residents are responsible for reporting any thefts or damage to the proper authorities.

C. INSURANCE

Past experience has indicated that often condominium residents do not realize that they should carry a unit owner or tenant policy to protect furnishing, clothing, jewelry, etc. should an accident or theft occur.

We urge you to contact your present insurance agent (e.g. auto insurance agent) to find out what they recommend for you. To complement the master insurance policy, please contact the office for more information.

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This type of insurance is inexpensive and could save you not only money, but also much personal concern and frustration if an accident or loss should occur.

Please be aware that as a resident you should buy insurance to protect your personal belongings and yourself in case of

1. Accident
2. Fire, windstorm, vandalism, etc.
3. Theft
4. Personal Liability - accidental injury to others.
5. Additional living expense - hotel bills, meals, etc. if you must vacate a damaged apartment.

D. INVESTOR UNITS

Every investor owner is required to provide the management office with a copy of the addendum to the lease agreement (obtainable from the management office). If this is not done the management office will refuse to issue parking stickers to the tenant.

In the event condo fees are not paid, the Condominium Association becomes co-lessor and has the right to instruct the renter to pay the rent to the condo office.

E. RESALE CERTIFICATE

Under the Maryland Condominium Act, Unit Owners are required to provide certain information to a resale purchaser. To assist the selling unit owners, the Management Office will compile and provide the information required by the Maryland Condominium Act for a fee of \$75.00, as provided in the Condominium Act. Contact the Management Office when this certificate is needed.

Upon resale of the unit, the new owner is required to provide a copy of the transfer of deed or settlement sheet, along with the purchaser's data sheet to the Management Office.



PRESIDENTIAL TOWERS CONDOMINIUM  
General Rules, Fines, Fees, Deposits and Guidelines

Section III - RULES AND REGULATIONS

A. CONDO FEES

In addition to the Declaration and Bylaws, the Board of Directors has the right to enforce the collection of cond fees through the following actions:

1. In the case of an investor unit, the condo becomes co-lessor and in the event condo fees are not paid, the Association has the right to instruct the renter to pay the rent to the condo office.
2. Withholding of pool passes.
3. Withholding basic television channels - 2 through 13.
4. Revoking parking privileges on the property.
5. Revoking voting rights at the annual meeting.
6. Revoking the privilege of using recreational facilities.

B. GENERAL RULES

1. Unit owners shall be held responsible for the actions of their children and their guests, including tenants and their guests.
2. Sidewalks, entrances, passages, courts, public halls, corridors and stairways of the building shall not be obstructed or used for any other purpose than ingress to or egress from the units in the building.
3. No article shall be placed in any of the halls or on any of the staircase landings, nor shall any fire exit be obstructed in any manner.
4. Children shall not play in the public halls, lobby, stairways, laundry rooms or any of the exterior landscaped areas.
5. No public hall shall be decorated or furnished by any unit owner in any manner except for holiday decorations on unit doors.

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6. Unit owners must maintain sufficient carpeting or rug to cover 80% of floor surfaces which are located over other units.
7. Unit Owners are expected to reduce noise levels so that neighbors are not disturbed. In general, no unit owner shall make or permit to be made any noises that will disturb or annoy other occupants of the building, or cause or permit to be done anything which will interfere with the rights, comfort or convenience of other unit owner or residents.
8. Washers and dryers are not permitted in individual units.
9. Owners of units on the ground level of a building will be permitted to plant flowers in the immediate vicinity of their units, provided that prior written approval by the Board of Directors is obtained and the type of planting will not detract from the appearance of the area and will blend in with the overall landscaping of the Condominium.
10. The speed limit for all vehicles within the Condominium grounds shall be 10 miles per hour.
11. No unit owner shall alter any lock or install a new lock on any exterior door leading to a unit without providing a key to the management office. Pass keys shall be kept in the management office only.
12. If any key or keys are entrusted by a unit owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Directors or of the managing agent, whether for his unit or automobile, truck, or any other personal property, the acceptance for the key shall be at the sole risk of the unit owner, and neither the Board of Directors nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
13. No unit owner, resident or any guests, servants, employees, licensees or visitors shall at any time bring into or keep in his unit any inflammable, combustible or explosive fluid, material, chemicals or substance, except for normal household use.

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14. Complaints regarding service shall be made in writing to the Board of Directors and to the Managing Agent. If the Board of Directors or the Managing Agent determine that the complaint is justified, it will take whatever action it deems necessary. The complainant will be notified in writing by the Board of Directors or the Managing Agent of any action taken.
15. All owners, residents and their guests must act in compliance with Federal, State and County laws.
16. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Directors.
17. Investor Owners are required to provide a copy of any lease agreement to the Management Office. Without this lease, your tenant will not receive mail, pool passes, and more importantly, if they should get locked out, we cannot and ABSOLUTELY WILL NOT grant them access into the unit. PLEASE SEE THAT YOUR TENANTS RECEIVE A COPY OF ALL RULES AND BYLAWS.

C. PETS

1. NO PETS ARE ALLOWED.
2. Visitors are not allowed to bring pets onto the grounds or into the building.

D. BALCONY, PATIO, TERRACE AND WINDOWS

1. Every unit owner shall keep his/her balcony, patio, terrace and windows in good state of preservation and cleanliness.
2. No radio or television antennas, aeriails, awnings, sunshades, enclosures, fans, air conditioning units, window guards, flags or similar items shall be permanently attached to or hung from balcony, terrace, patio, windows or any other part of the buildings.
3. No sign, notice, advertisement or illumination shall be inscribed or exposed to public view from any balcony, patio, terrace, window or any other part of the building, with the exception of holiday decorations, without written approval from the Board of Directors or Managing Agent.

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4. No item shall be shaken or hung from any balcony, patio, terrace, window or any other part of the building.
5. No item shall be swept or thrown from any balcony, patio, terrace, window or any other part of the building.
6. No balcony, patio, terrace or window shall be enclosed, decorated, landscaped or covered by any awning or article as such, without the prior written approval of the Board of Directors.
7. No balcony, patio or terrace shall be used for the storage of personal property not properly usable on such balcony, patio or terrace.
8. No cooking is permitted on the balcony, terrace or patio per county law. The county fine is \$1500.00.
9. No unit owner shall permit sheets, rugs, blankets or any other item to be hung at windows or sliding doors except curtains, blinds or drapes. Curtains or drapes must be hung within 30 days of move-in date.

E. LOBBY AND OTHER PUBLIC AREAS

1. No solicitation is allowed unless approved by the Board of Directors.
2. Residents/Guests shall not congregate in the lobby or use the lobby as a recreation or social area.
3. Children shall not be left alone in the lobby.
4. No food or drink shall be consumed in the lobby, with the exception of desk personnel.
5. No abusive or profane language or breach of the peace will be tolerated.
6. No bare feet are allowed.

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7. No bikes, wagons or other wheeled vehicles shall be taken through the front entrance, with the exception of wheel chairs. The service doors (T-level loading dock area) are especially designed to facilitate the movement of such vehicles to and from the grounds and street area.

F. AUTOMOTIVE VEHICLES

AUTOMOTIVE RULES APPLY TO ALL INDOOR AND OUTDOOR PARKING AREAS.

ANY VEHICLE WITHOUT A VALID PRESIDENTIAL TOWERS STICKER, OR ANY VEHICLE PARKED IN THE FIRE LANE, LOADING DOCKS, CIRCLE, OR UNAUTHORIZED VEHICLES PARKED IN HANDICAPPED PARKING ZONES, WILL BE TICKETED AND TOWED AT THE OWNER'S EXPENSE AND RISK WITHOUT ANY FURTHER NOTICE.

1. It is the owners responsibility to inform their tenants of this regulation.
2. All vehicles parked on the property and owned by residents must be registered and have valid Presidential Towers numbered stickers on display on the back of the rear view mirror.
3. Between the hours of 9:00 P.M. and 5:00 A.M., all vehicles owned by guests MUST be registered at the front desk by a resident and have a valid visitors parking card hanging from the rear view mirror, OR THE VEHICLE WILL BE TOWED AT THE OWNER'S EXPENSE.
4. All vehicles must have current Maryland license plates unless exempt by Maryland State law, and be in operating condition. No abandoned vehicles shall be permitted on the property (e.g. no tags, flat tires, broken windows etc.)
5. No extraordinary vehicle repair or maintenance work will be permitted. This includes but is not limited to changing oil, vehicle body work, motor repair, replacement of mechanical or electrical components, etc.
6. Vehicles creating oil and other spills, exhaust residue or the like constitute a violation.

PRESIDENTIAL TOWERS CONDOMINIUM  
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7. No vehicle shall be left unattended in the circle front of the building.
8. Outside parking is on a first-come, first-served basis.
9. Parking is allowed in marked parking areas only.
10. No vehicle may occupy more than one (1) parking space.
11. No parking shall be permitted in yellow marked areas, fire lanes, or loading zones.
12. No trailers or boats are permitted on the exterior parking lot.
13. No vehicle belonging to a unit owner or a member of his/her family, or guest, tenant, or employee of a unit owner, shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from the buildings by other vehicles, or as to occupy more than the allotted spaces for such vehicles.

ASSIGNED GUEST PARKING

Authority: The Board of Directors is provided authority, under the Condominium Association By-Laws, to promulgate and enforce rules and regulations respecting use of general common elements and parking areas.

Approved Regulation: The following regulation would replace and supersede any previous guest parking rule or regulation which may have been previously circulated.

- 1) All guests must park in the parking area designated specifically for guest parking only. Guests must register with the front desk upon entering the building.
- 2) Residents of Presidential Towers Condominium may not park in those areas specified for guest parking. Residents may park in all other available parking areas within the Presidential Towers property.
- 3) Guest vehicles parked in unauthorized areas are subject to towing without further notice. Residents vehicles parked in the guest parking areas are subject to towing without further notice.

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G. TRASH

1. To be considerate of your neighbors, please use trash chutes only between the hours of 7:00 A.M. and 10:00 P.M.
2. Please remember that the trash chute is not an incinerator and that cigarettes, cigars and any other lighted or explosive objects must not be placed in the chute, as this will create a serious fire hazard.
3. All trash including newspapers must be placed in a bag, secured, and placed down the trash chute.
4. All items which do not fit in the chute must be placed in dumpsters located outside the terrace level by the service entrances. The following items must not be placed in the trash chute: carpet, lumber, paint, hangers, boxes etc. At no time is trash or other discarded articles to be placed in the laundry or trash chute rooms.
5. Large appliances (refrigerators, stoves, etc.), sofas and mattresses etc. must be placed at the loading dock area. Those bulk items will be picked up on Wednesdays by the county.

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H. ELEVATORS

1. Anyone using the elevator for moving without a proper reservation, on Sundays or holidays will be fined \$100.00.
2. The following is required to reserve the service elevators:
  - A. \$25.00 non-refundable money order.
  - B. \$25.00 refundable check.
  - C. Drivers License.
3. \$25.00 fee will be assessed against every move into or out of a unit to defray the cost of exclusive use of the elevator, and wear and tear. The fee will be collected at the time the reservation is made.
4. \$25.00 fee will be assessed for a move within the building requiring the use of an elevator.
5. Reservations must be placed at least three (3) days in advance with the front desk. Reservations will continue to be taken by the front desk up to 24 hours prior to the actual time of use if the elevator is available. Failure to obtain reservation will result in denial of use of the elevator.
6. Only the service elevator may be used for moving or the delivery of furniture or other large household items requiring exclusive access to the elevator.
7. Hours for moving are as follows:

Monday thru Saturday - 9:00 A.M. to 12:30 P.M.  
12:30 P.M. to 4:00 P.M.
- NO MOVING ON SUNDAYS OR HOLIDAYS
8. Elevator lock-off key must be picked up at the front desk no later than 15 minutes after reserved time.
9. The loading dock area shall be used for all moving and deliveries. NOTHING shall be moved through the front or side entrances.
10. Proper equipment is mandatory, i.e., handtrucks, carts, straps, dollies, and similar controlling equipment.



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11. Unit owner shall be held financially liable for all incurred damage to the common area. This includes, but is not limited to, service elevator, elevator keys hallways, floors and doors. The resident, with management employee, shall inspect the common areas before and after the move, and before the movers vacate the premises, to observe that damage was not sustained prior to the refund of the deposit.

I. SOCIAL ROOM

1. \$150.00 deposit is required at time of reservation.
2. \$50.00 rental fee will be charged for usage, except usage for official condominium business and Social Club affairs, to help defray the cost of exclusive use of the Social Room and wear and tear. Fee will be collected at the time of reservation.
3. Social Room use agreement must be signed at the time of reservation.
4. Reservations must be made through the Management Office during normal office hours.
5. The Social Room must be cleaned after use in order for the deposit to be refunded.

J. BASKETBALL AND TENNIS COURTS

1. \$10.00 deposit and drivers license or proper ID is required when key is picked up.
2. Only residents of record may reserve the courts.
3. Reservations shall be made at the front desk.
4. Key must be picked up 15 minutes prior to the reserved time.
5. Sneakers and proper attire must be worn. No bare feet or street shoes are allowed.
6. Gate must be locked and key returned to the front desk when reserved time is up. Deposit will be returned at that time.

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7. In making reservation, responsibility is automatically assumed for any and all damage caused, and the person making the reservation agrees to reimburse the Condominium Association for the cost of repairing any such damage.

K. SWIMMING POOL

The following rules and regulations are for the protection and benefit of all, to ensure the safe and sanitary operation of the pool facilities. Your complete cooperation in abiding by these rules will afford pleasant relaxation and recreation for all concerned.

1. Any person may be barred from the pool for any infraction of these rules and regulations, or for any other reason which constitutes a hazard to others or to the management. Management reserves the right to refuse entry or to deny pool privileges to anyone at its sole discretion.
2. Parents are requested to caution their children to observe all rules and regulations and to obey instructions of all pool employees.
3. Any person using the pool facilities without the proper pass or authorization may be prosecuted for trespassing.
4. Any person caught destroying pool property will be made to pay for the damages and their pool pass will be suspended or revoked.
5. Children under the age of 10 years must be accompanied by an adult during the entire time they are in the pool area.
6. Children between the ages of 10 and 14 may enter pool area alone provided they have passed the basic swimming test required by the pool management.
7. No children will be permitted in the pool area in diapers unless also wearing protective pants.
8. Children under the age of 5 years will be permitted in the wading pool only when supervised by an adult.
9. All persons using the pool will be required to register with the attendant.

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10. USE OF THE SWIMMING POOL IS AT THE USER'S RISK. MANAGEMENT AND/OR THE COUNCIL OF UNIT OWNERS WILL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR PERSONAL INJURIES OR LOSS OR DAMAGE TO PERSONAL PROPERTY.
11. There will be no fee or charge for one (1) guest per day per unit on Saturday, Sunday and holidays. There will be no fee or charge for six (6) guests per day per unit Monday through Friday, except holidays. Up to three (3) additional passes per unit may be purchased at the lobby desk for \$2.00 per pass. The lobby does not have change. Passes must be given to the life guards upon entering the pool area. All guests must be accompanied by an authorized resident of Presidential Towers Condominium with a valid swimming pool pass.
12. When weather conditions dictate that the swimming pool area be closed in the interest of safety, the pool manager or life guard shall have the authority to effect the closing.
13. THE POOL WILL BE CLEARED OF ALL PEOPLE IN THE EVENT OF AN EMERGENCY. THE SIGNAL TO CLEAR THE POOL WILL BE THREE (3) BLASTS OF THE GUARD'S WHISTLE.
14. THE FOLLOWING ARE NOT ALLOWED IN THE POOL OR POOL AREA:
  - a. Alcohol of any kind.
  - b. Glassware of any kind.
  - c. Chewing gum.
  - d. Eating of meals.
  - e. Running.
  - f. Wrestling or pushing.
  - g. Ball-playing.
  - h. Undue disturbance.
  - i. Spitting.
  - j. Spouting of water.
  - k. Blowing of nose.
  - l. Anyone wearing bandages.
  - m. Anyone with cold, cough, skin abrasions, open sores, extremely inflamed eyes, infections, excessive sunburn, nasal and ear discharges.
16. All bathers must shower before entering the pool.
17. All bathers with long hair are required to wear bathing caps while in the pool.
18. Smoking is prohibited in the pool or around the pool edge.

PRESIDENTIAL TOWERS CONDOMINIUM  
General Rules, Fines, Fees, Deposits and Guidelines

19. Use of all swimming equipment such as inner tubes, floats etc. will be regulated by the pool manager and lifeguards. Small children in water wings etc. must be supervised by an adult in the pool or at the pool edge.
20. Poolside radios and other similar types of equipment must be kept at a minimum volume level.
21. Towels must be used on chaise lounges or chairs to prevent suntan oil/lotion from discoloring or dryrotting pool furniture.
22. Diving will be allowed only in the 8-foot section of the pool.
23. Resident pass holders will be responsible for all actions of their guests.
24. No pets or wheeled vehicles, except wheel chairs, shall be allowed in the pool area.
25. Anyone using abusive or profane language or breaching the peace will be asked to leave the pool area.
26. The head lifeguard on duty is responsible for the strict enforcement of these rules. Lifeguard shall have authorization to temporarily deprive any resident or guest of the use of the pool area. A written statement is to be filed with the Board of Directors' President and management within 24 hours if such action is taken.
27. Pool passes will not be issued and pool privileges shall be suspended for any resident, should their condo fees, special assessments, late charges, legal fees, IUSP bills, fines, etc., be in arrears past the 15th of the month.

PRESIDENTIAL TOWERS CONDOMINIUM  
General Rules, Fines, Fees, Deposits and Guidelines

SECTION IV - RULES ENFORCEMENT PROCEDURE

- A. When a violation of the Rules and Regulations of the Condominium occurs, the Unit Owner and/or Resident shall be served with written demand to cease and desist from the violation. This written demand shall specify:
1. The violation.
  2. The action required to abate the violation
  3. The time period, which shall not be less than 10 days, during which the violation may be abated without further sanction, or, if the violation is not a continuing one, a statement that a further violation of the same rule will result in the imposition of a sanction after notice and hearing.
- B. Within 12 months after the written demand to cease and desist, if a violation continues past the time period allowed for abatement or if the violation or similar violation is repeated, the Unit Owner and/or Resident shall be served with written notice of a hearing before the Covenants Committee. This notice shall state:
1. The violation.
  2. The time and place of the hearing, which shall not take place less than 10 days after the giving of the notice.
  3. That the Unit Owner and/or Resident is invited to attend the hearing and to produce any statement, evidence or witnesses on his or her behalf.
  4. The proposed sanction to be imposed.
- C. Not less than 10 days after the giving of such notice, a hearing shall be held by the Covenants Committee in closed session. Proof of notice to the unit owner and/or resident and of the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall consist of a copy of the written notice required by paragraph B above, and a written statement of the date and manner of delivery, executed by the person who delivered the notice. At the hearing, the unit owner and/or resident shall have the right to present evidence and to present and cross-examine witnesses. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

PRESIDENTIAL TOWERS CONDOMINIUM  
 General Rules, Fines, Fees, Deposits and Guidelines

- D. After following the procedures set forth herein, the Covenants Committee may assess reasonable fines for violations of the Rules and Regulations. Such fines shall be assessed against the unit the violator, and, until paid, shall constitute part of continuing lien for assessments. In cases of continuing violations of the Rules and Regulations, each day such violation continues after the hearing required by paragraph C above, shall constitute a separate violation. The Covenants Committee may assess fines in accordance with the schedule of fines attached hereto.
- E. The finding of the Covenants Committee and any applicable sanctions are appealable to the Board of Directors. Any decision by the Board of Directors on appeal shall be deemed final.
- F. No provision herein may be deemed to be a waiver of any other legal right of the Council of Unit Owners. The Council of Unit Owners reserves all rights under the Maryland Condominium Act and under the Declaration and Bylaws of the Condominium to take action to enforce any provision of the Declaration, Bylaws and Rules and Regulations.

SECTION V - FINES AND OTHER SANCTIONS

The following fines and sanctions are in addition to any actions that may be imposed by Prince George's County or the State of Maryland, in accordance with procedures for due process:

- A. PETS - 20 days to abate without further sanction. Hearing to be held 30 days after notice is served if violation has not been abated. Failure to abate will result in a \$25.00 per day fine from date of notice.
- B. AUTOMOTIVE VEHICLES - Further violation will result in hearing to be held 10 days from date of notice and car will be towed at owner's risk and cost, plus a \$25.00 fine.
- C. OTHER VIOLATIONS - Any other violation of governing documents or these Rules and Regulations, which are not abated as prescribed, shall be fineable as follows:
1. Continuing violations ... \$25.00 per day
  2. One time violation or recurring violations ... \$25.00 each occurrence.

PRESIDENTIAL TOWERS CONDOMINIUM  
General Rules, Fines, Fees, Deposits and Guidelines

- D. For any violations of the Governing Documents and/or these Rules and Regulations, such other sanctions may include withdrawal of condominium privileges and/or court action.

SECTION VI - DEPOSITS AND USER FEES

- A. SOCIAL ROOM - \$150.00 deposit and \$50.00 rental fee.  
B. ELEVATORS - \$25.00 deposit and \$25.00 fee.  
C. BASKETBALL AND TENNIS COURTS - \$10.00 deposit

ADOPTED POOL RESOLUTIONS  
April 18, 1996

WHEREAS, the Rules and Regulations regarding the use of the pool have been reviewed, the following amendments and/or additions to the existing pool rules and regulations are herewith presented:

## IT IS HEREBY RESOLVED THAT:

The following Rules and Regulations are for the protection and benefit of all, to ensure the safe and sanitary operation of the pool facilities. Your complete cooperation in abiding by these Rules will afford pleasant relaxation and recreation for all concerned.

1. Any person may be barred from the pool or pool area for any infraction of these Rules and Regulations, or for any other reason which constitutes a hazard to others or to the management. Management reserves the right to refuse entry or to deny pool privileges to anyone at its sole discretion.
2. Parents are requested to caution their children to observe all Rules and Regulations and to obey instructions of all pool employees.
3. Any persons using the pool facilities without the proper pass or authorization may be prosecuted for trespassing.
4. Any persons caught destroying pool property will be made to pay for the damages and their pool pass will be suspended or revoked.
5. Children under the age of 10 must be accompanied by a resident adult during the entire time that they are at the Pool.
6. All refuse must be placed in containers. Owner/Residents are urged to assist in keeping the pool area clean.
7. No children will be permitted in the pool area in diapers unless wearing protective pants.
8. Children under the age of 5 years will be premitted in the wading pool only when supervised by a resident adult 18 years or older.
9. All persons using the pool will be required to register with the attendant.
10. USE OF THE SWIMMING POOL IS AT THE USER'S RISK. MANAGEMENT AND/OR THE COUNCIL OF UNIT OWNERS WILL NOT BE LIABLE IN ANY MANAGER WHATSOEVER FOR PERSONAL INJURIES OR LOSS OR



**16193 DAMAGE TO PERSONAL PROPERTY. Unit Owners/Residents are responsible for the actions of their children and guests.**

11. All guests must be accompanied by an authorized Unit Owner/Resident of Presidential Towers Condominium with a valid swimming pool pass.

12. When weather conditions dictate that the swimming pool area be closed in the interest of safety, the pool manager or lifeguard shall have the authority to effect the closing.

13. **THE POOL WILL BE CLEARED OF ALL PEOPLE IN THE EVENT OF ANY EMERGENCY.**

14. The following are **NOT ALLOWED IN THE POOL OR POOL AREA:**

- a. Alcohol of any kind.
- b. Glassware or any other breakable containers.
- c. Chewing gum.
- d. No food or beverages.
- e. Running, dunking or rough play.
- f. Wrestling or pushing.
- g. Ball playing.
- h. Undue disturbance.
- i. Spitting.
- j. Spouting of water.
- k. Blowing of nose.
- l. Anyone wearing bandages.
- m. Anyone with cold, cough, skin abrasions, open sores, extremely inflamed eyes, infections, excessive sunburn, nasal and ear discharges.
- n. Play equipment, play pens or wheeled vehicles (except wheelchairs).

15. All bathers must shower before entering the pool.

16. All bathers with long hair are required to wear bathing caps while in the pool.

17. Smoking is prohibited in the pool or pool area.

18. Use of all swimming equipment such as inner tubes, floats, etc. will be regulated by the pool manager and lifeguards. Small children in water wings, etc. must be supervised by an adult in the pool or at the pool edge.

19. Poolside radios, tape players, and other similar types of equipment may be used in the pool area with ear phones only.
20. Towels must be used on chaise lounges or chairs to prevent suntan oil/lotion from discoloring or dryrotting pool furniture.
21. Diving will be allowed only in the 8-foot section of the pool.
22. Unit Owners/Residents shall be responsible for all actions of their children and guests.
23. No pets (except for seeing eye dogs) or wheeled vehicles (except wheelchairs) shall be allowed in the pool area.
24. Anyone using abusive or profane language or breaching the peace will be asked to leave the pool area.
25. The head lifeguard, on duty, is responsible for the strict enforcement of these Rules. Lifeguard shall have the authorization to temporarily deprive any resident or guest of the use of the pool or pool area. A written statement is to be filed with the Board of Directors President and management within 24 hours if such action is taken.
26. Pool passes will not be issued and pool privileges shall be suspended for any Unit Owner/Resident should their condominium fees, special assessments, late charges, legal fees, IUSP bills, fines, etc. be in arrears past the 15th of the month.
27. Anyone under the age of 18 must pass a swimming test or remain in the shallow end of the pool at the discretion of the lifeguard. I.D. may be required at the discretion of the guard on duty.
28. Each member of an Owner/Resident's family, permanently residing in the Condominium, is eligible for a "Permanent Pool Pass", if cited on the Unit Settlement Sheet and/or the filed Lease Agreement.
29. Each single Owner/Resident will receive two (2) "Permanent Owner/Resident Passes", if cited on the Unit Settlement Sheet and/or the filed Lease Agreement.
30. Each unit is entitled to two (2) "Seasonal Guest Passes", along with the "Permanent Passes". Each "Guest Pass" must be returned annually during pool season to receive an updated sticker.
31. There will be a \$10.00 charge for the replacement of each "Permanent/Seasonal Guest" Pool Pass. "Seasonal Guest Passes" re-issuance is limited to two (2) passes. The original issued "Passes" will be voided.

32. Tenants of Unit Owners must have a lease, on file in the Association Office, to receive any pool passes.
33. During scheduled pool operations, the pool hours will be 11:00 a.m. - 6:00 p.m. for minors under the age of 18. I.D. may be required, at the discretion of the guard on duty.
34. During scheduled pool operations, the pool hours for adult swimming will be from 6:30 p.m. until 8:00 p.m.
35. Any delinquent condominium fees payable by Condominium Owners and/or their respective tenants constitute ineligibility of pool privileges, until all delinquencies are satisfied.
36. Status reports regarding delinquencies and/or eligibility will be provided to the pool staff.
37. Unit Owners are responsible for their or their Renter's "Guests" while at the Pool, in accordance with Presidential Towers Condominium Association's ByLaws and Rules & Regulations.
38. Daily Guest Passes can be picked up in the Association's Office, Monday through Friday from 9:00 a.m. until 4:00 p.m. and on Wednesdays from 9:00 a.m. through 7:00 p.m.
39. There will be a charge for any additional "Daily Guest Passes" in the amount of \$2.00 per pass.
40. "Daily Guest Passes" can only be purchased by an adult owner/resident as indicated on the unit settlement sheet or the lease agreement.
41. There will be no more than two (2) "Daily Guest Passes" provided per purchase/per day.

PRESIDENTIAL TOWERS CONDOMINIUM  
AMENDMENT TO THE RULES AND REGULATIONS

WHEREAS, the By-laws of Presidential Towers Condominium, recorded at Liber 5594, Folio 449 et seq. and amended at Liber 5775, Folio 228 et seq. in the land records of Prince George's County, provides in part at Article III, Section 1 that "...The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Condominium ..."; and

WHEREAS, Article V, Section 10 of the By-laws provides in part that "...any amendments to such Rules and Regulations shall be recorded in the Office of the Clerk of the Circuit Court in and for Prince George's County, Maryland ..."; and

WHEREAS, the Board of Directors has recorded Rules and Regulations adopted in 1994 that replaced the prior rules and regulations for the Presidential Towers Condominium; and

WHEREAS, amendments to the Rules and Regulations of the Presidential Towers Condominium attached as Exhibits "A", "B" and "C" respectively were adopted in 2000 by the Condominium's Board of Directors subsequent to 1994 and were intended to amend and supplement the Rules and Regulations adopted by the Board of Directors in 1994;

THEREFORE, the amendments to the Rules and Regulations attached as Exhibits "A", "B" and "C" respectively are hereby being recorded.

CERTIFICATION

The undersigned President and Secretary of the Presidential Towers Condominium Board of Directors certifies that the attached amendments to the Rules and Regulations of Presidential Towers Condominium was approved by the Board of Directors at a meeting duly called with the required quorum present. Proper notice of the meeting was given to the unit owners in accordance with the By-Laws and Section 11-111 of the Maryland Condominium Act.

IN WITNESS WHEREOF, by Thomas E. Colclasure, President of the Board of Directors of the Presidential Towers Condominium, and John Crank, Secretary of the Board of Directors of the Presidential Towers Condominium have caused this writing to be executed and delivered in its name and on its behalf.

ATTEST:

Board of Directors of the  
Presidential Towers Condominium

  
\_\_\_\_\_  
JOHN CRANK, SECRETARY

BY:   
\_\_\_\_\_  
THOMAS E. COLCLASURE, PRESIDENT

2003 JAN -2 P 2:19

CLERK OF THE  
CIRCUIT COURT

LAW OFFICES  
PHILLIP B. OCHS, ESQUIRE  
SUITE 205  
4300 MONTGOMERY AVENUE  
BETHESDA, MARYLAND 20814  
(301) 656-1552  
FAX: (301) 913-0240

STATE OF MARYLAND

COUNTY OF PG

ss: 117-32-1794

On this 22 day of NOVEMBER, 2002 before me the undersigned officer, personally appeared JOHN CRANK, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same for the purposes therein contained.

*Barbara Zuckerman*  
Notary Public

BARBARA H. ZUCKERMAN  
NOTARY PUBLIC STATE OF MARYLAND

My commission expires: My Commission Expires August 8, 2004

STATE OF MARYLAND

COUNTY OF PG

ss: 117-32-1794

On this 22 day of NOVEMBER, 2002 before me the undersigned officer, personally appeared THOMAS E. COLCLASURE, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same for the purposes therein contained.

*Barbara Zuckerman*  
Notary Public

BARBARA H. ZUCKERMAN  
NOTARY PUBLIC STATE OF MARYLAND

My commission expires: My Commission Expires August 8, 2004

After Recording Return To:  
Law Offices of  
Phillip B. Ochs, Esquire  
4300 Montgomery Avenue, Suite 205  
Bethesda, Maryland 20814

LAW OFFICES  
PHILLIP B. OCHS, ESQUIRE  
SUITE 205  
4300 MONTGOMERY AVENUE  
BETHESDA, MARYLAND 20814  
(301) 656-1552  
FAX: (301) 913-0240

**EXHIBIT "A"**

**PRESIDENTIAL TOWERS CONDOMINIUM  
RULE CHANGES**

The following rule is added to Section III of the Condominium's Rules and Regulations entitled Automotive Vehicles as Rule III (F)(14).

14. Parking stickers will not be issued and parking privileges will be suspended for any resident should their condominium assessments or any special assessments in arrears past the 15<sup>th</sup> of the month.

**This Rule is adopted pursuant to the provisions of Maryland Horizontal Property Act, Section 11-111 and will be added as Rule III (F)(14) to the current condominium Rules and Regulations.**

The following rules are added to Section III of the Condominium's Rules and Regulations entitled General Rules as Rule III (B)(18) and Rule III (B)(19).

18. Only Presidential Towers Condominium owners, renters and their dependents who legally reside within the community are eligible for swimming pool passes and parking stickers.
19. Unit owner files must contain current resident information at all times, i.e. a settlement sheet for the current owner or a lease and the Presidential Towers Condominium Lease Addendum for the current resident.

**This Rule is adopted pursuant to the provisions of Maryland Horizontal Property Act, Section 11-111 and will be inserted as Rule III (B)(18) and Rule III (B)(19) to the current condominium Rules and Regulations.**

## EXHIBIT "B"

PRESIDENTIAL TOWERS CONDOMINIUM  
RULE CHANGES

The following rule is adopted as Rule Number III (H) entitled "Move In/Move Out" and replaces the existing rule Number III (H) entitled "Elevators".

1. A non refundable \$200.00 move in fee to occupy a unit will be assessed against every move into a Unit to defray the cost of exclusive use of the elevator, wear and tear on the elevator and hallways, administrative expenses associated with registration, record keeping, parking, swimming pool, key card, etc. The move in fee to occupy a unit will be assessed in all cases, whether or not the elevator is used and whether or not the unit is furnished.

2. Reservations to move in or out of a unit must be scheduled at least three (3) days in advance with the front desk. The move in fee to occupy a unit will be collected at the time the move in is scheduled with the front desk or when management becomes aware of the transfer of occupancy. The front desk will attempt to schedule a move in or move out of a unit up to 24 hours prior to the actual move if the elevator is available. **FAILURE TO SCHEDULE A MOVE WILL RESULT IN DENIAL OF USE OF THE ELEVATOR.** Move ins or outs which are unscheduled are considered illegal and the unit owner will be assessed an additional \$100.00 fine for the illegal move.

3. Only the service elevator may be used for the moving or delivery of furniture or other large household items requiring exclusive access to the elevator.

4. Hours service elevator may be reserved are:

Monday through Saturday 9: 00 A.M. to 12:30P.M.  
12: 30 P.M. to 4:00 P.M.

NO SUNDAY OR HOLIDAYS MOVES ARE ALLOWED

5. Elevator lock off key must be picked up at the front desk no later than 15 minutes after reserved time.

6. Service entrances shall be used for all moving and deliveries. **NOTHING** shall be moved through the front entrance.

7. Proper equipment is mandatory, i.e., handtrucks, carts, straps, dollies, and similar controlling equipment.

8. **UNIT OWNER** shall be held financially liable for all incurred damage to the common area. This includes, but is not limited to, service elevator, elevator keys, hallways, floors, and doors. The resident, with Management employee, shall inspect the common areas before and after the move, and before the movers vacate the premises, to observe that damage was sustained.

**This Rule is adopted pursuant to the provisions of Maryland Horizontal Property Act, Section 11-111 and will be inserted as Rule III (H) to the current condominium Rules and Regulations.**

## EXHIBIT "C"

PRESIDENTIAL TOWERS CONDOMINIUM  
RULE CHANGES

The following rule is added to Section III of the Condominium's Rules and Regulations as Rule III (L) entitled Building Access Policy.

The Condominium Association is responsible for monitoring and identifying all persons which we allow to enter the building. Towards this end, the following building access policy will be strictly followed by our front desk staff assisted by our security staff and, if necessary, the Prince George's County Police Department.

Legitimate building residents in possession of a building access card may enter the building by any electronically controlled access door at any time. Obviously, building residents may escort any guests into the building with the stipulation that they are responsible for the actions and conduct of their guests at all times.

Any person may enter the building by being "buzzed in" at the front "visitor's door" by a unit occupant. That person will not be required to sign in at the front desk and may proceed directly to the unit they are visiting.

PERSONS WHO DO NOT HAVE THEIR OWN BUILDING ACCESS CARDS, WHO DO NOT ACCOMPANY A LEGITIMATE BUILDING RESIDENT WITH AN ACCESS CARD OR WHO ARE "BUZZED IN" THROUGH THE VISITOR'S DOOR ENTRY GUARD SYSTEM WILL ONLY BE PERMITTED INTO THE BUILDING BY THE FRONT DESK STAFF. IN THIS CASE, THE FRONT DESK STAFF MUST BE CONFIDENT OF THE PERSON'S IDENTITY AND THE REASON FOR THE PERSON SEEKING ACCESS TO THE BUILDING. THE FOLLOWING PROCEDURE WILL BE ADHERED TO:

1. Anyone entering the building must sign the guest log and show a picture ID to the front desk staff.
2. The names of unit owners will be on our owners list at the front desk and will be allowed into the building.
3. The names of legitimate tenants named on a lease on file with management will be on our tenant list and will be allowed into the building. Persons not named on a lease on file with management are not a legitimate building resident and will not be given access to the building.
4. Guests will be given access to the building by the front desk staff. The front desk staff will call the unit and announce the guest. If given permission by the resident, the guests will be allowed into the building. If no one is home at the unit guests wish to visit or the front desk staff does not have their correct number on file, the guests will not be given access to the building.



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5. Children under 16 are exempt from this policy, but must be related to a legitimate building resident.
  
6. In accordance with the existing Rules and Regulations, anyone will be admitted to the building if the resident leaves a written admit slip at the front desk. Simply being in possession of a unit key does not qualify the person for access to the building. There must be a signed admit slip specifically naming that person as having permission to enter.

Anyone attempting to enter the building in violation of the building access policy will be subject to arrest by the Prince George's County Police for illegal trespass. Additionally, units may be fined in accordance with the Presidential Towers Rules and Regulations for violations of the building access policy.

Residents should not berate or abuse the front desk staff for simply doing their job. The front desk staff will receive written instructions to implement this policy and failure to comply with these instructions could result in the termination of their employment. Any questions or problems with this policy should be addressed to the building manager in the building office at (301) 439-3388 or call the property manager, currently at (301) 468-8919 (which is subject to change).

**This Rule is adopted pursuant to the provisions of Maryland Horizontal Property Act, Section 11-111 and will be inserted as Rule III (L) to the current condominium Rules and Regulations.**

PRESIDENTIAL TOWERS CONDOMINIUM  
AMENDMENT TO THE RULES AND REGULATIONS

WHEREAS, the By-laws of Presidential Towers Condominium, recorded at Liber 5594, Folio 449 et seq. and amended at Liber 5775, Folio 228 et seq. in the land records of Prince George's County, provides in part at Article III, Section 1 that "...The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Condominium ..."; and

WHEREAS, Article V, Section 10 of the By-laws provides in part that "...any amendments to such Rules and Regulations shall be recorded in the Office of the Clerk of the Circuit Court in and for Prince George's County, Maryland ..."

WHEREAS the Board of Directors has recorded Rules and Regulations adopted in 1994 that replaced the prior rules and regulations for the Presidential Towers Condominium

WHEREAS, amendments to the Rules and Regulations of the Presidential Towers Condominium attached as Exhibits "A", "B", "C" and "D" respectively were adopted on October 24, 2002 by the Condominium's Board of Directors subsequent to 1994 and were intended to amend and supplement the Rules and Regulations adopted by the Board of Directors in 1994;

THEREFORE, the amendments to the Rules and Regulations attached as Exhibits "A", "B", "C" and "D" respectively are hereby being recorded.

Exhibit "A" Rule requiring unit owners to purchase homeowners insurance policies.

Exhibit "B" Rule to deactivate building access cards for delinquent owners.

Exhibit "C" Rule that prohibits the placement of carpet or rugs on the balcony, patio and terrace.

Exhibit "D" Rule that requires only white or off white window and door coverings on the window and exterior patio balcony and terrace doors of the units.

THE FEES ARE \$ 5.00  
RECORDING FEE 29.00  
TOTAL 34.00  
REP LJJ BIK 576  
Jan 02, 2003 02:25 PM

CERTIFICATION

The undersigned President and Secretary of the Presidential Towers Condominium Board of Directors certifies that on October 24, 2002 the attached amendments to the Rules and Regulations of Presidential Towers Condominium were approved by the Board of Directors at a meeting duly called with the required quorum present. Proper notice of the meeting was given to the unit owners in accordance with the By-Laws and Section 11-111 of the Maryland Condominium Act.

2003 JAN -2 P 2:24

CLERK OF THE  
CIRCUIT COURT

LAW OFFICES  
PHILLIP B. OCHS, ESQUIRE  
SUITE 205  
4300 MONTGOMERY AVENUE  
BETHESDA, MARYLAND 20814  
(301) 656-1552  
FAX: (301) 913-0240

IN WITNESS WHEREOF, by Thomas E. Colclasure, President of the Board of Directors of the Presidential Towers Condominium, and Vicki Cork, Secretary of the Board of Directors of the Presidential Towers Condominium have caused this writing to be executed and delivered in its name and on its behalf.

ATTEST: Board of Directors of the Presidential Towers Condominium

John Crank BY: Thomas E. Colclasure  
JOHN CRANK, SECRETARY THOMAS E. COLCLASURE, PRESIDENT

STATE OF MARYLAND )  
COUNTY OF P.G. ) SS:

On this 22 day of NOVEMBER, 2002 before me the undersigned officer, personally appeared JOHN CRANK, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same for the purposes therein contained.

Barbara H. Zuckerman

BARBARA H. ZUCKERMAN  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires August 8, 2004  
Notary Public

BARBARA H. ZUCKERMAN  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires August 8, 2004

STATE OF MARYLAND )  
COUNTY OF P.G. ) SS:

On this 22 day of NOVEMBER, 2002 before me the undersigned officer, personally appeared THOMAS E. COLCLASURE, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same for the purposes therein contained.

Barbara H. Zuckerman  
Notary Public

BARBARA H. ZUCKERMAN  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires August 8, 2004

After Recording Return To:  
Law Offices of  
Phillip B. Ochs, Esquire  
4300 Montgomery Avenue, Suite 205  
Bethesda, Maryland 20814

LAW OFFICES  
PHILLIP B. OCHS, ESQUIRE  
4300 MONTGOMERY AVENUE  
SUITE 205  
BETHESDA, MARYLAND 20814  
(301) 656-1552  
FAX: (301) 913-0240

**PRESIDENTIAL TOWERS CONDOMINIUM  
RULE CHANGES**

The following provision is proposed to replace Section II (C) of the Condominium's Rules and Regulations entitled "Insurance".

II (C) Unit owners, at their own expense, are required to purchase individual insurance policies covering that portion of the unit belonging to the unit owner. These policies shall be purchased by the 1st day of January, 2003. Unit owners shall file a copy of the insurance policy or policies with the Board of Directors within thirty days after purchase of such insurance. The insurance policy purchased by the unit owner may not be cancelled, reduced or substantially modified without at least thirty days prior written notice to the Board of Directors. A fine of \$75.00 may be assessed against a unit owner for every day that these insurance policies are not purchased, maintained or filed with the Board of Directors within the time limits established by this rule or for every day that the unit owner is not otherwise in compliance with this rule. This rule is necessary so that unit owners will have sufficient funds available to repair their unit(s) in the event of damage to the unit(s) not covered by the Condominium's insurance policies or the cost of repair is less than the \$25,000.00 deductible provided for in the Condominium's property insurance policy

**This Rule is adopted pursuant to the provisions of Maryland Condominium Act, Section 11-111 and will be inserted as Rule III(C) of the current Condominium Rules and Regulations.**

## EXHIBIT "B"

PRESIDENTIAL TOWERS CONDOMINIUM  
RULE CHANGES

The following provision is proposed to be added to Section III (L) of the Condominium's Rules and Regulations entitled Building Access Policy.

III (L) All unit owners who are more than sixty (60) days delinquent in the payment of any assessments or charge due the Condominium or who have had a condominium lien recorded against the unit shall have their building access card(s) deactivated. The building access card(s) of the residents and tenants of the delinquent unit owner(s) will also be deactivated. There will be a twelve dollars (\$12.00) reactivation/ replacement cost for each building access card upon reinstatement of the privilege to use the building access cards. The front desk is staffed twenty-four (24) hours a day and that will be the only means of accessing the building. This rule is promulgated by the Board of Directors and the front desk clerk has no authority to activate the building access card(s). Residents must refrain from making comments or asking the front desk for explanations of this rule. All delinquent unit owners must contact the management agent to bring accounts current. The building access card(s) will be reactivated when the unit owner brings the account current or signs a payment plan accepted in writing by the Board of Directors.

**This Rule is adopted pursuant to the provisions of Maryland Condominium Act, Section 11-111 and will be inserted as an additional provision to Rule III (L) to the current condominium Rules and Regulations.**

**EXHIBIT "C"**

**PRESIDENTIAL TOWERS CONDOMINIUM  
RULE CHANGES**

The following provision is proposed to be added to Section III (D) as III (D)(10) of the Condominium's Rules and Regulations entitled "Balcony/Patio/Terrace/Window" Policy.

III (D)(10) No carpet or rugs may be placed or installed on a balcony, terrace or patio.

**This Rule is adopted pursuant to the provisions of Maryland Condominium Act, Section 11-111 and will be inserted as an additional provision to Rule III (D) to the current condominium Rules and Regulations.**

EXHIBIT "D"

**PRESIDENTIAL TOWERS CONDOMINIUM  
RULE CHANGES**

The following provision is proposed to be added to Section III (D) as III (D)(11) of the Condominium's Rules and Regulations entitled "Balcony/Patio/Terrace/Window" Policy.

III (D)(11) Only white or off white window coverings may be visible to the exterior of the buildings. Window coverings and patio, balcony or terrace window and door coverings may only be white or off white.

**This Rule is adopted pursuant to the provisions of Maryland Condominium Act, Section 11-111 and will be inserted as an additional provision to Rule III (D) to the current condominium Rules and Regulations.**

PRESIDENTIAL TOWERS CONDOMINIUM  
AMENDMENT TO THE RULES AND REGULATIONS

WHEREAS, the By-laws of Presidential Towers Condominium, recorded at Liber 5594, Folio 449 et seq. and amended at Liber 5775, Folio 228 et seq. in the land records of Prince George's County, provides in part at Article III, Section 1 that "...The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Condominium ..."; and

WHEREAS, Article V, Section 10 of the By-laws provides in part that "...any amendments to such Rules and Regulations shall be recorded in the Office of the Clerk of the Circuit Court in and for Prince George's County, Maryland ..."

THEREFORE, the following amendment to the Rules and Regulations of the Presidential Towers Condominium that was adopted May 23, 1996 and supplements the existing provisions of Rule II by the Condominium's Board of Directors is hereby being recorded.

SUPPLEMENT TO RULE NUMBER II D

(1) Any unit owner who desires to lease his or her condominium unit shall be required to have a tenant sign an Addendum to Lease in the form attached hereto.

(2) Furthermore, the unit owner shall, promptly following the execution of any lease of a condominium unit, forward a conformed copy thereof, including this Addendum, to management within the earlier of ten (10) days after execution or five (5) business days in advance of tenant's move in.

CERTIFICATION

IMP FD SUR & 5.00  
RECORDING FEE 20.00  
TOTAL 25.00  
Rec # PC23 Rcpt # 91057  
12-13-2003 12:04 PM

The undersigned President and Secretary of the Presidential Towers Condominium Board of Directors certifies that on May 23, 1996 the above amendment to the Rules and Regulations of Presidential Towers Condominium was approved by the Board of Directors at a meeting duly called with the required quorum present. Proper notice of the meeting was given to the unit owners in accordance with the By-Laws and Section 11-111 of the Maryland Condominium Act.

IN WITNESS WHEREOF, by Thomas E. Colclasure, President of the Board of Directors of the Presidential Towers Condominium, and Vicki Cork, Secretary of the Board of Directors of the Presidential Towers Condominium have caused this writing to be executed and delivered in its name and on its behalf.

ATTEST:

Board of Directors of the  
Presidential Towers Condominium

  
JOHN CRANK, SECRETARY

BY:   
THOMAS E. COLCLASURE, PRESIDENT

2003 JAN -2 P 2:25  
CLERK OF THE  
CIRCUIT COURT

LAW OFFICES  
PHILLIP B. OCHS, ESQUIRE  
SUITE 205  
4300 MONTGOMERY AVENUE  
BETHESDA, MARYLAND 20814  
(301) 656-1552  
FAX: (301) 913-0240



STATE OF MARYLAND )  
COUNTY OF PRINCE GEORGE )

ss: 117-32-1294

On this 22 day of NOVEMBER, 2002 before me the undersigned officer, personally appeared JOHN CRANK, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same for the purposes therein contained.

Barbara H. Zuckerman  
Notary Public

My commission expires: **BARBARA H. ZUCKERMAN**  
**NOTARY PUBLIC STATE OF MARYLAND**  
My Commission Expires August 8, 2004

STATE OF MARYLAND )  
COUNTY OF P.G. )

ss: 117-32-1294

On this 22 day of NOVEMBER, 2002 before me the undersigned officer, personally appeared THOMAS E. COLCLASURE, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same for the purposes therein contained.

Barbara H. Zuckerman  
Notary Public

My commission expires: **BARBARA H. ZUCKERMAN**  
**NOTARY PUBLIC STATE OF MARYLAND**  
My Commission Expires August 8, 2004

After Recording Return To:  
Law Offices of  
Phillip B. Ochs, Esquire  
4300 Montgomery Avenue, Suite 205  
Bethesda, Maryland 20814

LAW OFFICES  
**PHILLIP B. OCHS, ESQUIRE**  
SUITE 205  
4300 MONTGOMERY AVENUE  
BETHESDA, MARYLAND 20814  
(301) 656-1552  
FAX: (301) 913-0240

5442 - 1

AMENDMENT EXPANDING THE HORIZONTAL PROPERTY REGIME KNOWN AS PRESIDENTIAL TOWERS CONDOMINIUM EAST TO INCLUDE THAT PARCEL OF PROPERTY KNOWN AS THE WEST BUILDING AND HEREINAFTER CALLED THE PRESIDENTIAL TOWERS CONDOMINIUM

Presidential Towers Land Associates, a New York Limited Partnership, and Twin Towers Associates, a Maryland Limited Partnership (hereinafter collectively referred to as "Developer") do hereby Amend The Declaration establishing the Presidential Towers Condominium East recorded in Liber 5400 at Folio 44 through and including folio 118 among the Land Records of Prince Georges County, Maryland as follows:

1. To hereby expand the said Condominium by submitting the West Building, described in Exhibit A, attached hereto and made a part hereof, together with the buildings and improvements thereon erected and owned by the Developer in Fee Simple and Absolute, to the provisions of the Condominium Act of the State of Maryland [Real Property Article, Title 11, §§ 11-101, et seq., of the Annotated Code of Maryland], and pursuant to Section 12 of the Declaration establishing the Presidential Towers Condominium East permitting the expansion to include the said West Building, and

2. Immediately upon the recordation of this Amendment to the Declaration pursuant to Section 12(a) of the Declaration and the Condominium Act, the Condominium shall include the West Building, and the following provisions shall apply:

- (A) All references in the Declaration and the Bylaws filed at Liber 5400 at folio 44, et seq., among the Land Records of Prince Georges County, Maryland:
  - (i) to the Land shall mean the Real property described in Exhibit B, exclusive of the Buildings or other improvements thereon, and all easements and rights appurtenant thereto; and
  - (ii) to the Buildings shall mean the Buildings and other improvements contained in both the East Building and West Building; and
  - (iii) to the Condominium Plat shall include the Amendment to The Condominium Plat, recorded simultaneously with the Amendment to the Declaration;

AUG 17 11 04 AM '81  
CLERK OF THE COURT  
PRINCE GEORGES COUNTY

LAW OFFICES  
DACY, RICHIN & MYERS  
8720 GEORGIA AVENUE  
SUITE 205  
SILVER SPRING, MD. 20910  
TELEPHONE (301) 388-6677

REC-17-21 A 118111 \*\*\*\*\*1650

- (B) The Percentage Interest of each Unit in the Common Elements for the Condominium, as expanded, shall be as set forth in Exhibit C, attached to this Amendment:
  - (C) The voting rights of each Unit Owner in the Condominium, as expanded, shall be governed by Section 6 of the Declaration; and
  - (D) All other provisions of the Declaration and all other documents recorded with the Declaration shall apply to the Condominium, as expanded, to the same extent and in the same manner as would be the case if the Condominium had originally included both the East Building and the West Building.
- (3) The Terms and Conditions of the Deed And Agreement To Establish Easements In Common recorded May 4, 1981, at folio 5400 at folio 32, one of the Land Records of Prince Georges County, Maryland are terminated pursuant to Section 13 of the Declaration.

PRESIDENTIAL TOWERS LAND ASSOCIATES,  
A New York Limited Partnership

By: [Signature] (SEAL)  
Saul Duff Kronovet  
General Partner

By: RLU REALTY CORP., a New York Corporation

By: [Signature] (SEAL)  
Saul Duff Kronovet  
Vice President

TWIN TOWERS ASSOCIATES, A  
Maryland Limited Partnership

By: [Signature] (SEAL)  
Saul Duff Kronovet  
General Partner

ATTEST:

[Signature]  
Judith Leyse  
Asst. Secretary

LAW OFFICES  
DADY, RICHIN & MYERS  
2740 GEORGIA AVENUE  
SUITE 402  
SILVER SPRING, MD 20910  
TELEPHONE (301) 565-8877

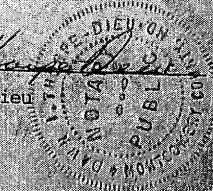
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STATE OF MARYLAND :  
: :  
COUNTY OF MONTGOMERY : : SS:

I HEREBY CERTIFY that on this 30th day of July, 1981, before the undersigned officer, a notary public in and for the state and county aforesaid, personally appeared SAUL DUFF KRONOVET, General Partner of Presidential Towers Land Associates, a New York Limited Partnership, known to me to be the person whose name is subscribed to the within instrument and did acknowledge that he executed the same for the purposes herein contained on behalf of the aforesaid Limited Partnership.

WITNESS my hand and official seal this 30th day of July, 1981

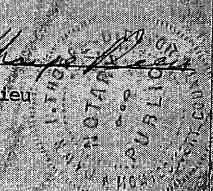
*Dawn I. Thorpe-Dieu*  
Notary Public  
Dawn I. Thorpe-Dieu  


My Commission Expires: 7/1/82

STATE OF MARYLAND :  
: :  
COUNTY OF MONTGOMERY : : SS:

I HEREBY CERTIFY that on this 30th day of July, 1981, before the undersigned officer, a notary public in and for the state and county aforesaid, personally appeared SAUL DUFF KRONOVET, who acknowledged himself to be the Vice President of the within named corporate Grantor, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Vice President.

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

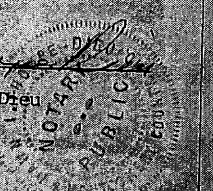
*Dawn I. Thorpe-Dieu*  
Notary Public  
Dawn I. Thorpe-Dieu  


My Commission Expires: 7/1/82

STATE OF MARYLAND :  
: :  
COUNTY OF MONTGOMERY : : SS:

I HEREBY CERTIFY that on this 30th day of July, 1981, before the undersigned officer, a notary public in and for the state and county aforesaid, personally appeared SAUL DUFF KRONOVET, General Partner of Twin Towers Associates, a Maryland Limited Partnership, known to me to be the person whose name is subscribed to the within instrument and did acknowledge that he executed the same for the purposes herein contained on behalf of the aforesaid Limited Partnership.

WITNESS my hand and official seal this 30th day of July, 1981

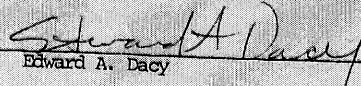
*Dawn I. Thorpe-Dieu*  
Notary Public  
Dawn I. Thorpe-Dieu  


My Commission Expires: 7/1/82

LAW OFFICES  
DACY, RICHIN & MYERS  
9720 GEORGIA AVENUE  
SUITE 208  
SILVER SPRING, MD. 20910  
TELEPHONE (301) 588-9877

5442 . 4

The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.

  
Edward A. Dacy

LAW OFFICES  
DACY, RICHIN & MYERS  
1740 GEORGIA AVENUE  
SUITE 205  
SILVER SPRING, MD. 20910  
TELEPHONE (301) 585-6877

L 5442 5

AFFIRMATION

I HEREBY AFFIRM under the penalty of perjury that the requirements of Section 11.102.1 of the Real Property Article, if applicable, have been fulfilled.

PRESIDENTIAL TOWERS AND ASSOCIATES

  
Saul Duff/Kronovet  
General Partner

TWIN TOWERS ASSOCIATES

  
Saul Duff/Kronovet  
General Partner

LAW OFFICES  
DAGY, RICHIN & MYERS  
8740 GEORGIA AVENUE  
SUITE 205  
SILVER SPRING, MD. 20910  
TELEPHONE (301) 588-6877



EXHIBIT A  
*Greenhorne & O'Mara, Inc.*  
ENGINEERS ARCHITECTS PLANNERS SURVEYORS PHOTOGRAMMETRISTS

MAIN OFFICE • 5715 KENILWORTH AVE. • RIVERDALE MD. 20840 • (301) 277-2121

December 16, 1980

5442 6

DESCRIPTION  
PRESIDENTIAL TOWERS CONDOMINIUM  
PRINCE GEORGE'S COUNTY, MARYLAND

Being a portion of the property conveyed by Realty Equities Americana Park Corporation to R. E. Americana Land Corporation by deed dated September 22, 1969, and recorded October 23, 1969, among the Land Records of Prince George's County, Maryland, in Liber 3773 at Folio 96, and as shown on a plat of subdivision "Parcel F, Americana Park" and recorded in Plat Book WW 72 as Plat No. 94, and being more particularly described as follows:

Beginning at a point in the northerly right-of-way of Metzert Road, 40 feet from the centerline thereof, said point being the southwesterly most point of the herein described parcel; thence leaving the said right-of-way and running with the adjoining Parcels "C" and "B" of Americana Park as recorded in Plat Book WW 40 as Plat No. 59,

1. North  $10^{\circ} 19' 40''$  East 113.91 feet to a point; thence
2. North  $15^{\circ} 20' 00''$  East 225.04 feet to a common corner with Parcel "E" Americana Park as recorded in Plat Book WW 44 as Plat No. 90; thence leaving said Parcel "B" and running with the line of said Parcel "E"
3. North  $09^{\circ} 49' 56''$  East 400.00 feet to a point; thence
4. South  $80^{\circ} 10' 04''$  East 530.23 feet to a point; thence
5. South  $09^{\circ} 49' 56''$  West 423.83 feet to a point; thence
6. South  $80^{\circ} 10' 04''$  East 231.23 feet by survey to a point in the line of Parcel "B" of Racket Club Towers; thence leaving said Parcel "E" and running with the line of Parcel "B" of Racket Club Towers
7. South  $09^{\circ} 49' 56''$  West 289.93 feet to a point on said right-of-way; thence leaving Parcel "B" of Racket Club Towers and running with the said right-of-way
8. North  $81^{\circ} 20' 35''$  West 172.86 feet to a point of curvature; thence
9. 172.87 feet along the arc of a curve deflecting to the left having a radius of 5769.58, and a chord bearing and distance of North  $80^{\circ} 29' 05''$  West 36.61 feet to a point of tangency; thence

FAIRFAX, VA • ROCKVILLE, MD. • ANNAPOLIS, MD. • HUNTINGDON, PA. • BECKLEY, W. VA.

EXHIBIT A

GREENHORNE & O'MARA

Description  
Presidential Towers Condominium East  
December 16, 1980

5442

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10. North  $82^{\circ} 12' 05''$  West 574.94 feet to the point and place of beginning containing 450,100 square feet or 10.5180 acres of land, more or less.

Less and except a portion of the West Towers Building which is to be included in a future expandable phase of the condominium regime as delineated and set forth on the plats of Presidential Towers Condominium East, Greenhorne & O'Mara, Inc., Plan Sheet 3 of 23 through 22 of 23, inclusive, as dated December 1980.

HDZ/11h

CONDOMINIUM PLATS NLR 109 - Pages 26 thru 48





EXHIBIT B  
**Greenhorne & O'Mara, Inc.**  
ENGINEERS ARCHITECTS PLANNERS SURVEYORS PHOTOGRAMMETRISTS

MAIN OFFICE • 6715 KENILWORTH AVE. • RIVERDALE MD 20840 • (301) 277-2121

December 16, 1980

5442 11 8

DESCRIPTION  
PRESIDENTIAL TOWERS CONDOMINIUM  
PRINCE GEORGE'S COUNTY, MARYLAND

Being a portion of the property conveyed by Realty Equities Americana Park Corporation to R. E. Americana Land Corporation by deed dated September 22, 1969, and recorded October 23, 1969, among the Land Records of Prince George's County, Maryland, in Liber 3773 at Folio 96, and as shown on a plat of subdivision "Parcel F, Americana Park" and recorded in Plat Book WW 72 as Plat No. 94, and being more particularly described as follows:

Beginning at a point in the northerly right-of-way of Metzertt Road, 40 feet from the centerline thereof, said point being the southwesterly most point of the herein described parcel; thence leaving the said right-of-way and running with the adjoining Parcels "C" and "B" of Americana Park as recorded in Plat Book WW 40 as Plat No. 59.

1. North  $10^{\circ} 19' 40''$  East 113.91 feet to a point; thence
2. North  $15^{\circ} 20' 00''$  East 225.04 feet to a common corner with Parcel "E" Americana Park as recorded in Plat Book WW 44 as Plat No. 90; thence leaving said Parcel "B" and running with the line of said Parcel "E"
3. North  $09^{\circ} 49' 56''$  East 400.00 feet to a point; thence
4. South  $80^{\circ} 10' 04''$  East 530.23 feet to a point; thence
5. South  $09^{\circ} 49' 56''$  West 423.83 feet to a point; thence
6. South  $80^{\circ} 10' 04''$  East 231.23 feet by survey to a point in the line of Parcel "B" of Racket Club Towers; thence leaving said Parcel "E" and running with the line of Parcel "B" of Racket Club Towers
7. South  $09^{\circ} 49' 56''$  West 289.93 feet to a point on said right-of-way; thence leaving Parcel "B" of Racket Club Towers and running with the said right-of-way
8. North  $81^{\circ} 20' 35''$  West 172.86 feet to a point of curvature; thence
9. 172.87 feet along the arc of a curve deflecting to the left having a radius of 5769.58, and a chord bearing and distance of North  $80^{\circ} 29' 05''$  West 36.61 feet to a point of tangency; thence

FAIRFAX, VA. • ROCKVILLE, MD. • ANNAPOLIS, MD. • N. HUNTINGDON, PA. • BECKLEY, W. VA.

EXHIBIT B  
GREENHORNE & O'MARA, INC.

Description  
Presidential Towers Condominium  
December 16, 1980

5442 119

10. North  $82^{\circ} 12' 05''$  West 574.94 feet to the point and place of beginning containing 458,166 square feet or 10.5180 acres of land, more or less.

HDZ/11h

NLP 110 FOLIOS 67 thru 88

1839 Waterfront Road

PRESIDENTIAL TOWERS CONDOMINIUM

12/10/80

<u>UNIT NUMBER</u>	<u>GROSS SQ. FT. PER UNIT</u>	<u>PERCENTAGE INTEREST ALLOCATED PER UNIT</u>	<u>TOTAL PERCENTAGE INTEREST PER UNIT TYPE</u>
<u>East Tower/Efficiency</u>			
115, 217, 315, 415, 515, 615, 715, 815, 915,			
1015, 1115, 1215, 1415, 1515, 1615, 1715, 1815, 1915, 2015	565	.11261	2.13959
<u>Expanded Condominium/Efficiency</u>			
214, 314, 414, 514, 614, 714, 814, 914, 1014, 1114, 1214,			
1414, 1514, 1614, 1714, 1814, 1914, 2014	565	.11261	2.02698
<u>East Tower/Efficiency</u>			
G-17, T-17, 117, 217, 317, 417, 517, 617, 717, 817, 917,			
1017, 1117, 1217, 1417, 1517, 1617, 1717, 1817, 1917, 2017	569	.11341	2.38161
<u>Expanded Condominium/Efficiency</u>			
116, 216, 316, 416, 516, 616, 716, 816, 916, 1016, 1116,			
1216, 1416, 1516, 1616, 1716, 1816, 1916, 2016	569	.11341	2.15479
<u>Expanded Condominium/Efficiency</u>			
114	598	.11921	.11921
<u>East Tower/Efficiency</u>			
T-15	602	.12001	.12001

UNIT NUMBER	GROSS SQ. FT. PER UNIT	PERCENTAGE INTEREST ALLOCATED PER UNIT	TOTAL PERCENTAGE INTEREST PER UNIT TYPE
<u>Expanded Condominium/2Bedroom/2bath</u>			
124, 224, 324, 424, 524, 624, 724, 824, 924, 1024, 1124, 1224, 1424, 1524, 1624, 1724, 1824, 1924, 2024			
102, 202, 302	1,274	.25451	5.59702
<u>East Tower/3Bedroom/2Bath</u>			
201, 301, 401, 501, 601, 701, 801, 901, 1001, 1101, 1201, 1401, 1501, 1601, 1701, 1801, 1901, 2001	1,450	.23960	5.21280
<u>Expanded Condominium/3bedroom/2Bath</u>			
402, 502, 602, 702, 802, 902, 1002, 1102, 1202, 1402, 1502, 1602, 1702, 1802, 1902, 2002	1,450	.28960	4.63360
<u>Commercial A</u>			
	2,728	.00161	.00161
<u>Commercial B</u>			
	9,624	.00568	.00568
<u>Parking</u>			
	135 units	.00006	.00810
			<u>100.00000</u>

UNIT NUMBER	GROSS SQ. FT. PER UNIT	PERCENTAGE INTEREST ALLOCATED PER UNIT	TOTAL PERCENTAGE INTEREST PER UNIT TYPE
<u>East Tower/2Bedroom/2Baths</u>			
G-3, T-3, 103			
G-23, T-23, 123, 223, 323, 423, 523, 623, 723, 823, 923, 1023, 1123, 1223, 1423, 1523, 1623, 1723, 1823, 1923, 2023	1,145	.22861	5.48664
<u>Expanded Condominium/2Bedroom/2Bath</u>			
122, 222, 322, 422, 522, 622, 722, 822, 922, 1022, 1122, 1222, 1422, 1522, 1622, 1722, 1822, 1922, 2022	1,145	.22861	5.02942
104, 204, 304			
<u>East Tower/2Bedroom/2Baths</u>			
327, 327, 427, 527, 627, 727, 827, 927, 1027, 1127, 1227, 1427, 1527, 1627, 1727, 1827, 1927, 2027	1,190	.23761	4.27698
<u>Expanded Condominium/2Bedroom/2Bath</u>			
226, 326, 426, 526, 626, 726, 826, 926, 1026, 1126, 1226, 1426, 1526, 1626, 1726, 1826, 1926, 2026	1,190	.23761	4.27698
<u>East Tower/2Bedroom/2Bath</u>			
G-1, T-1, 101			
125, 225, 325, 425, 525, 625, 725, 825, 925, 1025, 1125, 1225, 1425, 1525, 1625, 1725, 1825, 1925, 2025	1,274	.25441	5.59702

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UNIT NUMBER	GROSS SQ. FT. PER UNIT	PERCENTAGE INTEREST ALLOCATED PER UNIT	TOTAL PERCENTAGE INTEREST PER UNIT TYPE
<u>Expanded Condominium/1Bedroom</u>			
126	871	.17381	.17381
<u>East Tower/1Bedroom/Den</u>			
219, 319, 419, 519, 619, 719, 819, 919, 1019, 1119, 1219, 1419, 1519, 1619, 1719, 1819, 1919, 2019	934	.18641	3.35538
<u>Expanded Condominium/2Bedroom/Den</u>			
218, 318, 418, 518, 618, 718, 818, 918, 1018, 1118, 1218, 1418, 1518, 1618, 1718, 1818, 1918, 2018	934	.18641	3.35538
<u>East Tower/1Bedroom/Den</u>			
119	970	.19361	.19361
<u>Expanded Condominium/1Bedroom/Den</u>			
118	973	.19422	.19422
<u>East Tower/2Bedroom/2Bath</u>			
G-7, T-7, 107, 207, 307, 407, 507, 607, 707, 807, 907, 1007, 1107, 1207, 1407, 1507, 1607, 1707, 1807, 1907, 2007			
G-21, T-21, 121, 221, 321, 421, 521, 621, 721, 821, 921, 1021, 1121, 1221, 1421, 1521, 1621, 1721, 1821, 1921, 2021	1,111	.22181	9.31602
<u>Expanded Condominium/2Bedrooms/2Bath</u>			
108, 208, 308, 408, 508, 608, 708, 808, 908, 1008, 1108, 1208, 1408, 1508, 1608, 1708, 1808, 1908, 2008			
120, 220, 320, 420, 520, 620, 720, 820, 920, 1020, 1120, 1220, 1420, 1520, 1620, 1720, 1820, 1920, 2020	1,111	.22181	8.42878

UNIT NUMBER	GROSS SQ. FT. PER UNIT	PERCENTAGE INTEREST ALLOCATED PER UNIT	TOTAL PERCENTAGE INTEREST PER UNIT TYPE
<u>East Tower/1Bedroom</u>			
203, 303, 403, 503, 603, 703, 803, 903, 1003, 1103, 1203, 1403, 1503, 1603, 1703, 1803, 1903, 2003	821	.16380	2.94840
<u>Expanded Condominium/1bedroom</u>			
404, 504, 604, 704, 804, 904, 1004, 1104, 1204, 1404, 1504, 1604, 1704, 1804, 1904, 2004	821	.16380	2.62080
<u>East Tower/1Bedroom</u>			
7-5, 105, 205, 305, 405, 505, 605, 705, 805, 905, 1005, 1105, 1205, 1405, 1505, 1605, 1705, 1805, 1905, 2005			
7-9, 109, 209, 309, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209, 1409, 1509, 1609, 1709, 1809, 1909, 2009			
G-11, T-11, 111, 211, 311, 411, 511, 611, 711, 811, 911, 1011, 1111, 1211, 1411, 1511, 1611, 1711, 1811, 1911, 2011	864	.17242	10.51762
<u>Expanded Condominium/1Bedroom</u>			
106, 206, 306, 406, 506, 606, 706, 806, 906, 1006, 1106, 1206, 1406, 1506, 1606, 1706, 1806, 1906, 2006			
110, 210, 310, 410, 510, 610, 710, 810, 910, 1010, 1110, 1210, 1410, 1510, 1610, 1710, 1810, 1910, 2010			
112, 212, 312, 412, 512, 612, 712, 812, 912, 1012, 1112, 1212, 1412, 1512, 1612, 1712, 1812, 1912, 2012	864	.17242	9.82794





# Certificate of Insurance





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Associated Insurance Management, LLC		<b>NAILED INSURED</b> Presidential Towers Condominium 1836 Metzertott Road Hyattsville, MD 20783	
<b>POLICY NUMBER</b> SEE PAGE 1			
<b>CARRIER</b> SEE PAGE 1	<b>NAIC CODE</b> SEE P 1	<b>EFFECTIVE DATE:</b> SEE PAGE 1	

**ADDITIONAL REMARKS**

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

**Description of Operations/Locations/Vehicles:**

Equipment Breakdown: Included

Commercial Property insurance provided: All Risks of direct physical damage, as defined and limited by Affiliated FM Policy #WB975, on Real Property, Personal Property, Business Interruption at the following described location: 1836 Metzertott Road, Hyattsville, MD 20783

Earth Movement: \$80,475,000

-\$100,000 Deductible

Flood: \$80,475,000

-\$100,000 Deductible

**Building Ordinance or Law Coverage**

Coverage A: Included

Coverage B: up to Building Limit

Coverage C: up to Building Limit

100% replacement cost subject to the scheduled limit. Subject to terms and conditions of the policy, condo association by-laws, and state law.

The master policy provides coverage for improvements within the units as originally conveyed by the developer (original specifications). Improvements subsequently installed by unit owners at their own expense are not covered. 100% replacement cost subject to the scheduled limit. Subject to terms and conditions of the policy.

**Crime Coverage provided under Continental Casualty Company**

Policy #0250612564

7/26/2018-7/26/2019

Employee Dishonesty: \$1,500,000

Deductible: \$10,000

This fidelity coverage includes coverage for the property management company.

**Directors' & Officers' Liability provided under Continental Casualty Company**

Policy #EPP2915848

D&O Limit: \$1,000,000

1836 Metzertott Rd., Units 522, 524, 805, 1201



PRESTON-02

MBP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Associated Insurance Management, LLC  
1300 Spring Street  
Suite 300  
Silver Spring, MD 20910

<b>CONTACT</b> Maria Perez-Lloyd	
<b>PHONE</b> (A/C, Ho, Ext): (240) 638-4031	<b>FAX</b> (A/C, Ho):
<b>EMAIL</b> mbperez@aimcommercial.com	
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Hartford Mutual Insurance Co.	<b>NAIC #:</b> 14141
<b>INSURER B:</b> Great American Insurance Co.	<b>18691</b>
<b>INSURER C:</b> Employers Assurance Company	<b>25402</b>
<b>INSURER D:</b> Continental Insurance Company	<b>35289</b>
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**  
Presidential Towers Condominium  
1835 Metzgeroff Road  
Hyattsville, MD 20783

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
TYPE		COVERED		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		9103902	7/26/2019	7/26/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (per occurrence) \$ 100,000 MED EXP (per occurrence) \$ 5,000 PERSONAL & ADM INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMMODITY AGG \$ 3,000,000 OTHER \$
CENT. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON OWNED AUTOS ONLY		9188902	7/26/2019	7/26/2020	COMMERCIAL WHOLE LIMIT (See schedule) \$ 1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per occurrence) \$ PROPERTY DAMAGE (per occurrence) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE		UM30168952	7/26/2019	7/26/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 OTHER \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE (EX-EMPLOYEE EXCLUDED) (Mandatory in NJ) If yes, describe in the DESCRIPTION OF OPERATIONS below	Y/N N	EIG2346025	3/15/2019	3/15/2020	EL. EACH ACCIDENT \$ 500,000 EL. DISEASE - SALARY LOSS \$ 500,000 EL. DISEASE - POLICY LIMIT \$ 500,000
D	<input checked="" type="checkbox"/> Crime		0280612564	7/26/2019	7/26/2020	See Addendum
B	<input checked="" type="checkbox"/> Directors & Officers		EPP2915848	7/26/2019	7/26/2020	See Addendum

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Covered Location: 1835 Metzgeroff Road, Hyattsville, MD 20783  
Number of units in association: 510

Property Coverage provided by Affiliated FTA Policy #FD508  
7/26/2019-7/26/2020  
Billing Limit: \$140,475,000  
\$10,000 Deductible  
SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER**  
  
For Informational Purposes  
WRITTEN REQUEST FOR MASTER CERTIFICATES  
REQUIRED  
Fax Requests to: 855-219-4201  
Or email to: condocrts@aimcommercial.com

**CANCELLATION**  
  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
  
AUTHORIZED REPRESENTATIVE  
*Maria B. Pay*

# Financial Statement/Audit

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FINANCIAL STATEMENTS AND  
INDEPENDENT AUDITORS' REPORT

**PRESIDENTIAL TOWERS  
CONDOMINIUM, INC.**

JUNE 30, 2014

**PRESIDENTIAL TOWERS  
CONDOMINIUM, INC.**

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KOZAK, POLLEKOFF & GOLDMAN, P.C.  
Certified Public Accountants

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Presidential Towers Condominium, Inc.  
Adelphi, Maryland

### Report on the Financial Statements

We have audited the accompanying financial statements of Presidential Towers Condominium, Inc. which comprise the balance sheet as of June 30, 2014 and the related statements of income, members' equity and cash flows for the year then ended and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risks assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

1950 Old Gallows Road • Suite 440 • Vienna, Virginia 22182

Telephone: 703-506-9700 • Fax: 703-506-9707



## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respect, the financial position of Presidential Towers Condominium, Inc., as of June 30, 2014 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## Other Matters

### Other Information

Accounting principles generally accepted in the United States of America require that the information on future major repairs and replacements on common property on page 14 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Thak. Pelletier & Goldman, P.C.*

Vienna, Virginia  
October 23, 2015

PRESIDENTIAL TOWERS CONDOMINIUM, INC.

BALANCE SHEET

June 30, 2014

ASSETS

Cash - Operating	\$ 481,713
Cash - Investment (Note E)	2,007,634
Assessments Receivable - Net (Note B)	169,548
Accounts Receivable - Other	89,186
Prepaid Expenses	15,161
Utility Deposit	21,355
Total Assets	<u>\$ 2,784,597</u>

LIABILITIES AND MEMBERS' EQUITY

LIABILITIES

Accounts Payable	\$ 165,650
Accrued Interest Payable	546
Prepaid Assessments	133,231
Deferred Revenue - Cable	49,287
Notes Payable (Note G)	93,540
Total Liabilities	<u>442,254</u>

MEMBERS' EQUITY

Replacement Reserves (Note C)	2,007,634
Reserves Special Fund (Note F)	(93,540)
Unappropriated Members' Equity	428,249
Total Members' Equity	<u>2,342,343</u>

Total Liabilities and Members' Equity	<u>\$ 2,784,597</u>
---------------------------------------	---------------------

See notes to the financial statements

PRESIDENTIAL TOWERS CONDOMINIUM, INC.

STATEMENT OF INCOME

FOR THE YEAR ENDED JUNE 30, 2014

INCOME

Assessments	\$ 3,667,148
Miscellaneous Fees	102,168
Laundry	39,600
Antenna and Cable Rental	30,393
Parking	25,552
Insurance Proceeds	97,290
Other Income	498,821
Interest	6,979
Total Income	<u>\$ 4,467,951</u>

EXPENSES

Utilities	\$ 1,249,994
General Repairs & Maintenance	279,444
Bad debts	392,361
Payroll & Related	423,601
Insurance	184,598
Janitorial	133,624
Trash Removal	106,751
Legal & Audit	47,172
Safety & Security	24,282
Management	19,403
Administrative	35,468
HVAC	38,846
Elevator	25,853
Grounds	48,549
Interest	9,535
Plumbing	26,239
Other Taxes	-
Total Expenses	<u>3,045,720</u>
Net Income before Provision for Income Taxes	1,422,231
Provision for Income Taxes (Note D)	<u>2,400</u>
Net Income	<u>\$ 1,419,831</u>

See notes to financial statements

PRESIDENTIAL TOWERS CONDOMINIUM, INC.

STATEMENT OF MEMBERS' EQUITY

FOR THE YEAR ENDED JUNE 30, 2014

	<u>Replacement Reserves</u>	<u>Reserves Special Fund</u>	<u>Unappropriated Members' Equity</u>	<u>Total Members' Equity</u>
Balance as of June 30, 2013	\$ 997,395	\$ (185,469)	\$ 110,586	\$ 922,512
Additions:				
Contributions to Reserves	1,010,239	91,929	(1,102,168)	-
Net Income	-	-	1,419,831	1,419,831
Balance as of June 30, 2014	<u>\$ 2,007,634</u>	<u>\$ (93,540)</u>	<u>\$ 428,249</u>	<u>\$ 2,342,343</u>

See notes to financial statements

PRESIDENTIAL TOWERS CONDOMINIUM, INC.

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2014

Cash flows from operating activities:	
Net Income	\$ 1,419,831
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:	
Allowance for Doubtful Assessments	352,986
(Increase) Decrease in Assets	
Assessments Receivable - Net (Note B)	(329,971)
Accounts Receivable - Other	(79,859)
Utility Deposits	11,155
Prepaid Expenses	(2,969)
Increase (Decrease) in Liabilities	
Accounts Payable	91,024
Prepaid Assessments	5,419
Income Taxes Payable	(2,398)
Deferred Revenue - Cable	(8,047)
Accrued Interest Payable	(536)
Net Cash Provided by Operating Activities	<u>1,456,635</u>
 CASH FLOWS FROM INVESTING ACTIVITIES:	
Increase in Cash - Investments	<u>(1,010,239)</u>
Net Cash Used in Investing Activities	<u>(1,010,239)</u>
 CASH FLOWS FROM FINANCING ACTIVITIES	
Principal Payments on Notes Payable	<u>(91,929)</u>
Net Cash Used in Financing Activities	<u>(91,929)</u>
 Net Increase in Cash and Cash Equivalents	354,467
 Cash and Cash Equivalents at Beginning of Year	<u>\$ 127,246</u>
 Cash and Cash Equivalents at End of Year	<u><u>\$ 481,713</u></u>
 SUPPLEMENT DISCLOSURE OF CASH FLOW INFORMATION:	
Cash Paid for Income Taxes	<u>\$ 4,798</u>
 Cash Paid for Interest Expense	<u><u>\$ 10,071</u></u>

See notes to financial statements

PRESIDENTIAL TOWERS CONDOMINIUM, INC.

NOTES TO FINANCIAL STATEMENTS

June 30, 2014

**NOTE A - ORGANIZATION**

Presidential Towers Condominium, Inc. is an association organized under the laws of the State of Maryland for the purpose of operating and maintaining the common property of the Association. The Association consists of 510 residential units and 4 commercial units located in Adelphi, Maryland.

**NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Method of Accounting** – The financial statements are presented on the accrual method of accounting in which revenues are recognized when earned and expensed when incurred, not necessarily when received or paid. The Association’s financial statements are maintained on the cash basis of accounting throughout the year.

**Property** – Real property and common areas acquired from the developer and related improvements to such property are not recorded on the Association’s financial statements because those properties are owned by the individual homeowners in common and not by the Association.

**Assessments Receivable** – Association members are subject to assessments to provide funds for the Association’s operating expenses, future major repairs and replacements. Assessments receivable at the balance sheet date represents fees due from homeowners. The Association utilizes the allowance method of accounting for bad debt. Under the allowance method, collection efforts may continue and recovery of amounts previously written off are recognized as income in the year of collection.

	<u>06/30/2014</u>
Assessments Receivable	\$ 3,074,641
Less: Allowance for Bad Debt	<u>(2,905,093)</u>
Assessments Receivable – Net	<u>\$ 169,548</u>

**Estimates** – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Cash Equivalents** – For purposes of the statement of cash flows, the Association considers all highly liquid investments that mature within three months from the balance sheet date to be cash equivalents.

**PRESIDENTIAL TOWERS CONDOMINIUM, INC.**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

June 30, 2014

**NOTE C – REPLACEMENT RESERVES**

In accordance with the Association's governing documents, it is accumulating funds for future major repairs and replacements and has established a reserve for such costs. The Association is funding the replacement reserves based on management's estimates of the replacement costs. Accordingly, monthly deposits totaling \$556,922 and asbestos claim income of \$446,908 have been deposited in the account during the year ended June 30, 2014. It is the Association's policy that interest earned on such funds is contributed to the replacement reserves. Accordingly, \$6,409 of interest earned has been contributed to replacement reserves. These accumulated funds, which aggregate \$2,007,634 at June 30, 2014, are held in a separate account and are generally not available for operating purposes.

The Association engaged an independent consulting firm who conducted a study in July 2004 to estimate the remaining useful lives and the replacement costs of the common property components. The Association is funding for such major repairs and replacements based on estimates of future needs and based on its cash flow. Actual expenditures, however, may vary from the estimated amounts and the variations may be material. Therefore, amounts designated for future repairs and replacements may not be adequate to meet future needs. If additional funds are needed, however, the Association has the right, subject to member approval, to increase regular assessments or levy special assessments, or it may delay major repairs and replacements until funds are available.

**NOTE D – INCOME TAXES**

For income tax purposes, the Association may elect annually to file as an Association classified as a nonexempt membership organization or as a tax-exempt homeowners association.

The Association is subject to specific rulings and regulations applicable to nonexempt membership organizations. In general, the Association is required to separate its taxable income and deductions into membership transactions, nonmembership transactions and capital transactions.

For federal and state tax purposes, the Association is taxed on all net income from nonmembership activities reduced only by losses from nonmembership activities for which a profit motive exists. Nonmembership income may not be offset by membership losses, and any net membership losses may only be carried forward to offset membership income of future tax periods.

**PRESIDENTIAL TOWERS CONDOMINIUM, INC.**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

June 30, 2014

**NOTE D – INCOME TAXES - CONTINUED**

Any net membership income not applied to the subsequent tax year is subject to taxation.

The Association elected to be taxed as an association classified as a nonexempt membership organization for both federal and state income tax purposes for the year ended June 30, 2014. This resulted in a provision of \$2,400 for income taxes for the year ended June 30, 2014.

**NOTE E – CASH – INVESTMENTS**

The Association maintains its cash – investments as follows:

<u>Institution</u>	<u>Type of Investment</u>	<u>Amount</u>
American Bank	Money Market	\$ 287,178
Eagle Bank	Money Market	822,163
Congressional Bank	Certificate of Deposit	241,552
Colombo Bank	Commercial Certificate	235,862
Old Line Bank	Certificate of Deposit	190,759
TD Bank	Certificate of Deposit	230,116
JP Morgan Chase Bank	Money Market	4
Total Cash - Investment		<u>\$ 2,007,634</u>

**NOTE F – RESERVE SPECIAL FUND**

In 2005, the Association entered into a contract with Otis Elevator Company (Otis) to replace the six condominium elevators, financing the cost with a note payable to Otis, for \$869,000. This replacement was a capital item that would normally have been paid from available replacement reserves. At the time of the replacement, the replacement reserves did not have sufficient cash to pay for it. As such, a contra equity account, Reserves Special Fund, was set up to reflect the repayment of the note payable as a replacement reserve activity. Principal payments for the associated note payable are treated as contributions to replacement reserves. As of June 30, 2014, the Reserves Special Fund balance was negative \$93,540.

**NOTE G – NOTES PAYABLE**

In September 2005, the Association entered into a contract with Otis Elevator Company (Otis) to replace the six condominium elevators, financing the cost with a note payable to Otis, for \$869,000. This original note was for a term of five years at 7.0% to be repaid in quarterly installments of \$50,980. In June 2010, the parties amended the original note payable. Per the



**PRESIDENTIAL TOWERS CONDOMINIUM, INC.**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

June 30, 2014

**NOTE G – NOTES PAYABLE - CONTINUED**

amendment, the Association agreed to repay the remaining balance of \$425,715 over five years at 7% in monthly installments of \$8,500. As of June 30, 2014, the balance on the note is \$93,540.

The annual principal maturities for the next year is as follows:

2015	<u>\$ 93,540</u>
------	------------------

**NOTE H – MANAGEMENT AGENT**

On May 22, 2013, the Association changed management agents from Summit Management Services to HOA Accounting Specialists Inc., an unrelated entity. Management fees in the amount of \$19,403 were charged to operations during the year ended June 30, 2014.

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**SUPPLEMENTARY INFORMATION**

**PRESIDENTIAL TOWERS CONDOMINIUM, INC.**

**SUPPLEMENTARY INFORMATION ON FUTURE REPAIRS AND REPLACEMENTS**  
**(Unaudited)**

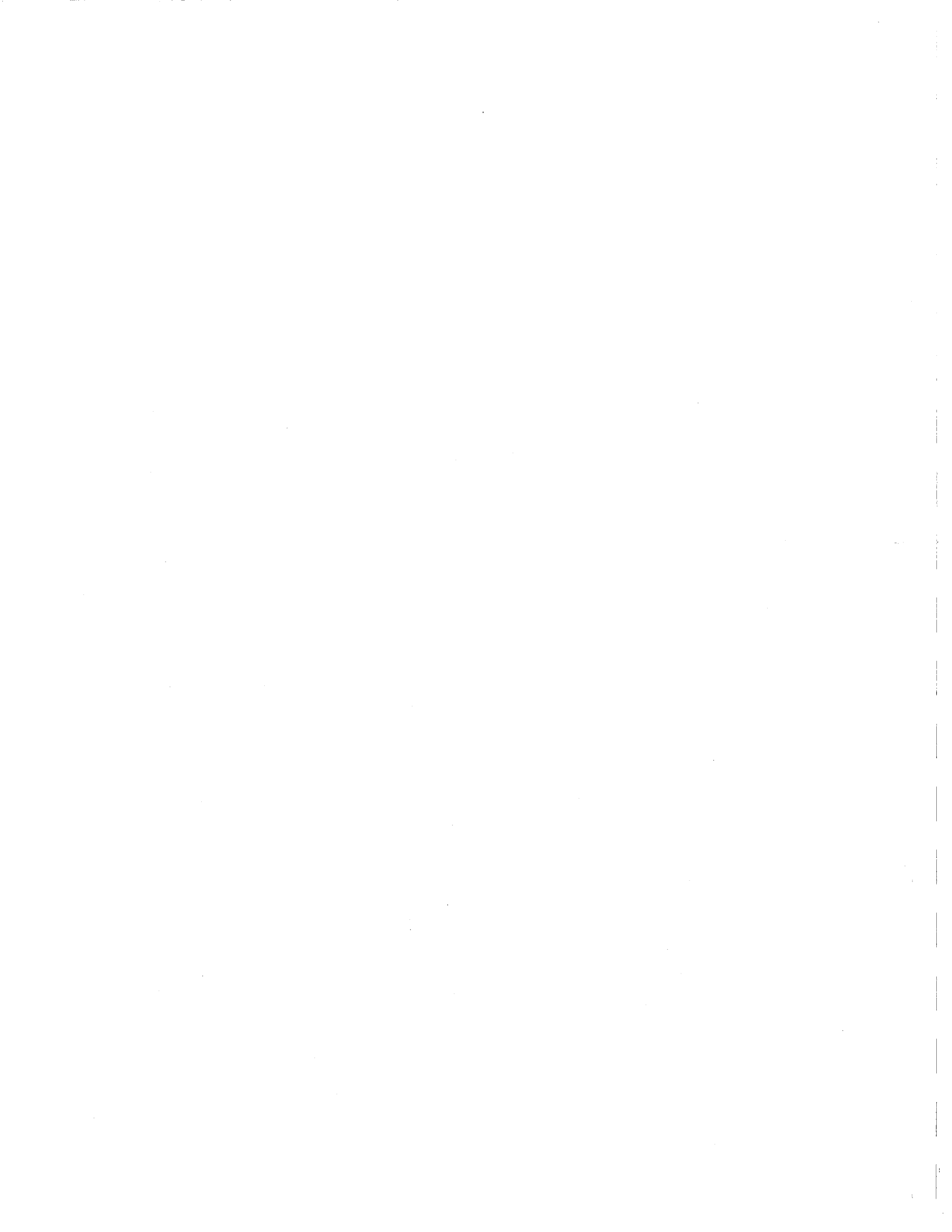
June 30, 2014

An outside consulting firm conducted a study in July 2004 to estimate the remaining useful lives and the replacement costs of the components of common property. The estimates were obtained from licensed contractors who inspected the property. Replacement costs were based on the estimated costs to repair or replace the common property components at the date of the study. Estimated current replacement costs have not been revised since that date and do not take into account the effects of inflation between the date of the study and the date that the components will require repair or replacement.

<b>Components</b>	<b>Estimated Remaining Useful Life</b>	<b>Estimated Current Replacement Cost</b>
Sitework	3-15	\$ 342,545
Waterproofing	3-8	1,379,255
Interior	1-11	914,957
Exterior	5-20	4,012,786
Electrical	5-10	2,629,186
Mechanical	1-25	4,399,000
Special Construction	4-20	<u>280,867</u>
		<u>\$ 13,958,596</u>

# FY 2021 Budget

# FY 2022 Budget



<b>Subtotal Utilities</b>		<b>\$ 1,121,500</b>	<b>\$ 1,001,614</b>	<b>\$ 1,156,500</b>
<b>CONTRACTS</b>				
06101	Management Contract	41,103	\$ 37,678	41,103
06102	Grounds Maintenance	9,000	\$ 5,566	9,000
06103	Elevator Contract	21,769	\$ 11,249	21,000
06104	HVAC Contract	13,200	\$ -	13,200
06105	Cleaning Contract	177,236	\$ 186,564	186,564
06106	Exterminating Contract	10,767	\$ 25,443	28,000
06107	Waste Removal Company	33,944	\$ 55,639	47,000
06108	Snow Removal Company	10,000	\$ 3,487	10,000
06109	Trash Removal- Bulk	22,653	\$ 26,646	30,000
06110	Maintenance - Hallways	18,700	\$ 20,400	20,400
06111	<b>Fitness Center Lease</b>		<b>\$ 44,853</b>	<b>45,000</b>
06120	Copier Lease	1,411	\$ 1,118	1,400
06130	Cable/ Internet Contract	5,000	\$ 10,051	8,000
06140	Pool Contract	17,066	\$ 1,662	15,000
06150	Security Contract	0	\$ -	0
06180	Water Treatment Contract	6,540	\$ 6,540	6,540
	<b>Subtotal Contracts</b>	<b>\$ 388,389</b>	<b>\$ 436,894</b>	<b>\$ 482,207</b>
<b>MAINTENANCE</b>				
06202	Alarm Entry System	5,000	\$ -	5,000
06205	Building Maint	125,000	\$ 63,243	125,000
06209	Pool Maintenance	10,000	\$ -	5,000
06218	Plumbing Repairs	75,000	\$ 49,026	75,000
06235	Garage Maintenance	6,500	\$ 3,796	6,500
06240	HVAC Repairs	80,000	\$ 40,908	75,000
06241	Electrical Repairs	26,000	\$ 6,559	26,000
06242	Elevator Repairs	25,000	\$ 28,136	30,000
<b>Accounts and Descriptions</b>		<b>BUDGET</b>		<b>BUDGET</b>
		<b>FY2021</b>		<b>FY2022</b>
06243	Foundation Repairs	5,000	\$ -	4,000
06244	Fire Extinguishers/Repairs	2,000	\$ 9,754.00	2,500





	TAXES & INSURANCE	\$	211,500	\$	231,054	\$	240,500
<b>PAYROLL</b>							
07800	Payroll - Office Admin		170,000	\$	167,586		145,000
07801	Payroll - Maintenance		155,000	\$	38,843		120,000
07802	Payroll - Bldg Monitors		75,000	\$	108,636		80,000
07803	Payroll - Concierge		118,000	\$	108,681		95,000
07845	Payroll Processing		3,700	\$	3,326		3,700
07850	Payroll Taxes		48,000	\$	51,104		45,000
	<b>PAYROLL</b>	\$	<b>569,700</b>	\$	<b>478,177</b>	\$	<b>488,700</b>
	<b>BAD DEBT</b>		<b>200,000</b>		<b>200,000</b>		<b>200,000</b>
<b>RESERVES</b>							
08600	Reserve Contribution		341,607	\$	341,607		297,436
	<b>RESERVES</b>	\$	<b>341,607</b>	\$	<b>341,607</b>		<b>297,436</b>
	<b>TOTAL EXPENSES</b>	\$	<b>3,610,335</b>		<b>(2,824,598.13)</b>	\$	<b>3,610,343</b>

