



The Oaks at Sixty-Fifth Condominium II Association Inc.

CONDOMINIUM RESALE CERTIFICATE

Date of Issuance: 08-17-2018

Selling Unit: 3511 65th Ave, Landover Hills, MD 20784

Selling Unit Owner: The Maryland Department of Housing & Community Development

This Condominium Resale Certificate is being furnished to the Selling Unit Owner named above by The Simmons Management Group, Inc. in accordance with Md. Real Prop. Code Ann. Section 111-135.

The following items, which the Selling Unit Owner must by law provide to the purchaser, are attached to this Certificate:

1. A copy of the Declaration (other than the plats) entitled:
Declaration of The Oaks at Sixty-Fifth Condominium, II;
2. A copy of the By-Laws;
3. A copy of the Rules and Regulations;

The following information is hereby conveyed by the Selling Unit Owner to the purchaser:

- (i) The effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the selling unit other than any restraint created by the Selling Unit Owner, is as follows:
None

- (ii) The Selling Unit is subject to a monthly Assessment in the amount of \$ 155.00, due on the first day of each month.

As of the date of this Certificate, there are unpaid Assessments or special assessments in the amount of \$ \$2,230.00 due and payable from the Selling Unit Owner, as well as unpaid late charges and other fees of \$ late fee, parking fees

Monthly Assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the Selling Unit Owner until the Selling Unit has been conveyed. Assessments, and special assessments, which become due and payable after the date of this Certificate and prior to any conveyance of the Selling Unit, and which remain unpaid by the Selling Unit Owner, may constitute a lien against the Selling Unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the Selling Unit.

- (iii) Other than Assessments and special assessments, the following fees are payable by the unit owners to the Council: NONE

The Council imposes late charges and interest for the late payment of Assessments and special assessments, and may levy reasonable fines for violation of its Declaration, By-Laws and Rules and Regulations. In addition, it has the power to impose reasonable charges for the preparation of Resale Certificates, or statements of unpaid assessments, and amendments to such documents, and for the preparation and recordation of amendments to the Declaration, By-Laws and Condominium Plats. Currently, the charge for preparation of a Resale Certificate is \$ 225.00

The Council also charges Thirty-Five Dollars dollars (\$ 35.00) for the preparation of Assessment Certificates.

- (iv) Capital expenditures approved by the Council planned at the time of conveyance which are not reflected in the current operating budget (attached in response to (vi)) are:

None

- (v) The most recent regularly prepared balance sheet and income expense statement for _____ is attached.

- (vi) The current operating budget of the Council for fiscal year 01/01/2017 to 12/31/2017 is attached.

☒ This includes details concerning the reserve fund for repair and replacement and its intended use; or

☐ There is no reserve fund.

- (vii) Judgments against the Council as of the date of this Certificate are:
None

The Council is a party to the following pending suits, as of the date of this Certificate:
None

- (viii) The insurance policy provided for the benefit of unit owners is Policy Number _____ issued by State Farm for the period 12/27/2017 through 12/27/2018. Attached hereto is an insurance certificate.

The policy is available for inspection during normal business hours at the offices:

SIGMA REAL ESTATE SERVICES
8911 60th Avenue, Second Floor
College Park, MD 20740

The terms of the policy prevail over the description given in this Resale Certificate.

- (ix) The Council has knowledge that the following alteration or improvement to the Selling Unit, or to the limited common elements assigned to the Selling Unit, violate a provision of the Declaration, By-Laws, or Rules or Regulations:
None

- (x) The Council has knowledge of the following violation of the applicable health or building codes with respect to the Selling Unit, the limited common elements assigned to the Selling Unit, or any other portion of the Condominium:
None

- (xi) The remaining term of a leasehold estate affecting the Condominium is as follows:
None

The provisions governing the extension or renewal of the leasehold estate are:
N/A

- (xii) The recreational or other facilities, which are to be used or maintained by the unit owners or the Council, are: None. The recreational or other facilities _____ are _____ are not part of the common elements.

The Council has caused this Certificate to be prepared in compliance with Md. Real Prop. Code Ann. Section 11-135. To the best of the knowledge, information, and belief of the Council's Board of Directors and its agents engaged in the preparation of this Resale Certificate, the statements contained in this Certificate are accurate and complete as of the date of issuance.

TO BE COMPLETED BY SELLING UNIT OWNER

5. (i) The Selling Unit Owner has knowledge that the following alteration to the Selling Unit or to the limited common elements assigned to the Selling Unit violate a provision of the Declaration, By-Laws, or Rules and Regulations:

(ii) The Selling Unit Owner has knowledge of the existence of the following violation of the health or building codes with respect to the Selling Unit or the limited common elements assigned to the Selling Unit:

(iii) The Selling Unit Owner has knowledge that the Selling Unit _____ is _____ is not subject to an extended lease under Real Property Article Section 11-137 or local law. If the Selling Unit is subject to an extended lease, a copy of the lease is attached.

Selling Unit Owner

Selling Unit Owner



COMMENTS ADDENDUM

CONTACT INSURANCE AGENT FOR INSURANCE INFORMATION.

THIS DISCLOSURE IS INTENDED FOR LENDING PURPOSES ONLY. THIS DISCLOSURE DOES NOT REPRESENT A DISCLOSURE OF INFORMATION TO A PROSPECTIVE BUYER AND SHOULD NOT BE RELIED UPON BY A PROSPECTIVE BUYER. A PROSPECTIVE BUYER SHOULD SEE THE APPROPRIATE INFORMATION FROM THE SELLER OF THE PROPERTY.

NOTE: DO NOT USE PRIOR OWNER'S PAYMENT COUPONS--YOUR PAYMENT CANNOT BE CREDITED TO YOUR ACCOUNT IF YOU DO. SEND A COPY OF YOUR SETTLEMENT SHEET TO SIGMA REAL ESTATE SERVICES AND NEW COUPONS WILL BE ORDERED IMMEDIATELY. PLEASE ALLOW THREE WEEKS FOR DELIVERY.

BE SURE TO GET THE MAILBOX KEY FROM THE SELLER AT THE SETTLEMENT TABLE, IF NOT BEFORE.

NOTE: Dear Oaks at 65th Condominium II Owner:••March 9, 2010

In accordance with Maryland State Law HB 287 and SB 201 effective 6/1/09, this is your annual notice that the Condominium master property insurance policy must cover both common areas and units. Additionally, up to \$5,000 of the master policy deductible will be the responsibility of the unit owner when the cause of the damage originates in the unit. Please be advised that the deductible on Oaks at 65th Condominium II is \$5,000.

Please contact your Homeowner (HO6) insurance company. They may provide coverage for part/all of the deductible amount.

Should you have any questions please give management a call on 301-513-9300.

There is a \$75.00 set up fee made payable to SIGMA REAL ESTATE SERVICES due at closing. This fee is in addition to other fees payable to the

Please make sure to mail your HUD1 to SIGMA REAL ESTATE SERVICES located at 8911 60th Avenue College Park, MD 20740 upon closing.
community. NOTE: this set up fee is included in the price for the Resale Demand, if purchased.

BALANCED OWED IS \$2,230.00

Resale Certificate

The Oaks at Sixty-Fifth Condominium II Association Inc.

Property Manager: The Simmons

Property Address: 3511 65th Ave Unit: 11E

Landover Hills, MD 20784

Seller: The Maryland Department of Housing &

Buyer: AUCTION - TBD AUCTION TBD

Requestor:

A.J. Billig & Co., Auctioneers

Shannon Stamm

410-296-8440

Date Prepared: 08-17-2018

Amounts Prepaid

Resale Certificate	\$248.00
Package Bundle	
Convenience Fee	\$5.00
Total	\$253.00

Fees Due to The Simmons Management Group, Inc.

Total	\$0.00
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Fees Due to Homewisedocs.com

Total	\$0.00
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Buyer: AUCTION - TBD AUCTION TBD

Requestor:

A.J. Billig & Co., Auctioneers

Shannon Stamm

410-296-8440

Date Prepared: 08-17-2018

PLEASE RETURN THIS FORM WITH YOUR CHECK AND CERTIFIED COPIES OF THE HUD-1 SETTLEMENT STATEMENT AND THE GRANT OR WARRANTY DEED.

Fees Due to The Simmons Management Group, Inc.

Total

\$0.00

Fees Due to Homewisedocs.com

Total

\$0.00

Please make your check for the amount \$0.00 payable to and send to the address below

The Simmons Management Group, Inc.

8911 60th Ave., 2nd Floor

College Park, MD 20740

Annual Financials
The Oaks at Sixty-Fifth Condominium II Association Inc.

Balance Sheet

Period = Dec 2016

Book = Cash ; Tree = c_cafe_bs

Current Balance**ASSETS**

TOTAL OPERATING ACCOUNTS	21,366.63
TOTAL RESERVE ACCOUNTS	119,016.32
TOTAL CURRENT ASSETS	140,382.95

TOTAL ACCOUNTS RECEIVABLES	118,253.55
TOTAL DEPOSITS AND PREPAIDS	0.00
TOTAL OTHER ASSETS	0.00

TOTAL ASSETS **258,636.50**

TOTAL LIABILITIES, RESERVES AND EQUITY

TOTAL CURRENT LIABILITIES	3,753.72
TOTAL PAYABLES	0.00
TOTAL LIABILITIES	3,753.72

TOTAL REPLACEMENT RESERVES	80,342.36
TOTAL OPERATING RESERVES	38,673.96
TOTAL RESERVES	119,016.32

TOTAL OWNERS EQUITY **135,866.46**

TOTAL LIABILITIES, RESERVES AND EQUITY **258,636.50**

Articles of Incorporation
The Oaks at Sixty-Fifth Condominium II Association Inc.

ARTICLES OF INCORPORATION
OF
THE OAKS AT SIXTY-FIFTH CONDOMINIUM, II
ASSOCIATION, INC.

FIRST: I, the subscriber, Earl G. Schaffer, whose post office address is 4 Evergreen Road, Severna Park, Maryland 21146, being at least eighteen (18) years of age, do under and by virtue of the General Laws of the State of Maryland and amendments thereto authorizing the formation of corporations, form a non-profit corporation for the promotion and conduct of the purposes and objects hereinafter stated, by the execution and filing of these Articles.

SECOND: The name of the Corporation (which is hereinafter called the "Corporation") is:
"The Oaks At Sixty-Fifth Condominium, II Association, Inc."

THIRD: The post office address of the principal office in the State of Maryland shall be 6502 Grason Court, Bowie, MD 20715. The Resident Agent of the Corporation is John T. Attiliis, 6502 Grason Court, Bowie, MD 20715, who is a citizen of the State of Maryland and actually resides therein.

FOURTH: The purposes for which the Corporation is formed and the objectives which are to be promoted by it are as follows:

(a) To promote the social and general welfare and the common good of the unit owners and/or members of The Oaks At Sixty-Fifth Condominium, II (the "Condominium"), in connection with the operation, maintenance and management of the Condominium located in Prince George's County, State of Maryland, and known as The Oaks At Sixty-Fifth Condominium, II pursuant to and in conformity with Title 11, Section 101, et. seq., of the Real Property Article,

Annotated Code of Maryland (1996 Replacement Volume), as amended from time to time, hereinafter referred to as the "Maryland Condominium Act", on a non-profit basis.

(b) The Corporation is irrevocably dedicated to and operated exclusively for non-profit purposes, and no part of the income or assets of the Corporation shall be distributed to, nor inure to the benefit of, any individual.

FIFTH: In order to carry out its purposes and objectives, the Corporation shall have the following powers:

(a) To buy, own, acquire, sell convey, assign, mortgage and lease any interest in property, real, personal or mixed, including units in the Condominium, and to construct, maintain and operate improvements thereon necessary or incident to the primary purpose of the Corporation to provide social and general welfare for the members and residents of the Condominium.

(b) To make and establish rules and regulations governing the use of the Condominium.

(c) To levy and collect assessments against its members to defray the common expenses of the Condominium, as provided in the Declaration and in the By-Laws 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 protection of the Corporation and its members.

(d) To impose reasonable fines for violations of the Declaration, Bylaws and rules and regulations.

(e) 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.

(f) To enforce the provisions of the Declaration, these Articles of Incorporation, the By-Laws of the Corporation which may be adopted, and amended from time to time, and the rules and regulations governing the use of the said Condominium.

(g) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, and to secure the same by mortgage, pledge or other lien on the Corporation's property.

(h) To do and perform all acts reasonably necessary to accomplish the purposes of the Corporation, including the execution of all agreements, mortgages, deeds of trust, and any and all other instruments which may be necessary or appropriate to enable the Corporation to further the purposes and objectives of the Corporation, including, but not limited to, the right to act as attorney-in-fact and the exercise of the powers set forth in the Maryland Condominium Act and the Declaration and By-Laws of the Corporation.

(i) To do and perform any and all acts and things which a non-stock corporation organized and existing under the general laws of the State of Maryland is or may be empowered to do, without limitation or restriction of any kind including, by way of example rather than of limitation, any and all acts and things which such a corporation is or may be empowered to do under the provisions of Title 2, Section 2-103, and Title 5, Section 5-202, of the Corporations and Association Article of the Annotated Code of Maryland (1993 Replacement Volume), as from time to time amended.

(j) In the event of the dissolution of the Corporation or the winding up of its affairs, the Corporation's property shall not be conveyed or distributed to any individual, or to any

organization created or operated for profit, but shall be conveyed or distributed only to an organization or organizations created and operated for non-profit purposes similar to those of the Corporation; provided, however, that the Corporation shall have at all times the power to convey by deed, deed of trust, or mortgage any or all of its property in order to secure financing necessary or reasonably appropriate to carry out its purposes and objectives.

(k) If required by any agreement, the condominium documents, or otherwise, to collect assessments and other charges from unit owners for any costs for easements and facilities shared with The Oaks At Sixty-Fifth Condominium, a neighboring condominium regime.

(l) To contract with and otherwise enter into agreements with The Oaks At Sixty-Fifth Condominium, a neighboring condominium regime.

The foregoing enumeration of powers is made in furtherance, and not in limitation of the powers conferred upon the Corporation by law, and is not intended by the mention of any particular power to limit or restrict any lawful power to which the Corporation may be otherwise entitled.

SIXTH: The Corporation shall have perpetual existence.

SEVENTH: The Corporation shall be a membership corporation. Every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who are the holders of interest record title to the fee simple interest to a unit, as that term is defined in the Declaration or any common or joint interest therein if such unit is owned by more than one person or entity, shall be a member of the Corporation; provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be a member.

EIGHTH: The Corporation shall have no capital stock and is not authorized to issue capital

stock. The affairs of the Corporation shall be controlled and managed by a Board of Directors of the Council of Unit Owners who shall exercise all corporate powers. The Board of Directors shall consist of such number of persons as may be provided by the By-Laws, but not less than three (3) nor more than five (5), and shall always be an uneven number as may be provided from time to time by the By-Laws of the Corporation. The members of the Corporation shall not be liable for the debts, liabilities, or obligations of the Corporation, except as provided in Section 11-110(c) of the Maryland Condominium Act.

NINTH: The names and addresses of the individuals who shall constitute the first Board of Directors and shall serve until the first annual meeting of the Corporation, or until their successors are duly elected and qualified are:

<u>Name</u>	<u>Address</u>
John T. Attiliis	6502 Grason Court, Bowie, MD 20715
Gloria Attiliis	6502 Grason Court, Bowie, MD 20715
John T. Attiliis, Jr.	6502 Grason Court, Bowie, MD 20715

TENTH: None of the members of the Board of Directors nor any officer shall receive any compensation for serving in that capacity, but any person may be paid such compensation for services rendered the Corporation as the Board of Directors shall from time to time deem reasonable and any person may be reimbursed for any expenses, disbursements, or liability made or incurred by such person for or on account of the Corporation or in connection with the management and conduct of the affairs of the Corporation. The provisions of this paragraph shall not be deemed to exclude any right of any director, officer or employee to indemnification as may be provided in the By-Laws of the Corporation and authorized by the Corporations and Associations Article of the

Annotated Code of Maryland (1993 Replacement Volume), as from time to time amended.

ELEVENTH: The Corporation is authorized and empowered to impose and enforce liens on outstanding memberships in order to secure payments of any sums which shall be due or become due from the holders for any unpaid assessments, costs of collection, interest, attorneys fees, other damages permitted by law and any loan whatsoever.

TWELFTH: In the event any member sells, assigns, or otherwise transfers of record the fee interest in any condominium unit in which he holds the membership interest at the time such fee interest is transferred, simultaneously therewith there shall be an assignment to the transferee of the condominium unit of that membership interest. The foregoing assignment shall not occur in the event a condominium unit is transferred as security for the performance of an obligation.

THIRTEENTH: The Corporation shall not be conducted or operated for profit, and no part of the net earnings of the Corporation shall inure to the benefit of or be distributed to any director, officer, contributor, or private individual, nor shall any of such net earnings or of the property or assets of the Corporation be used other than for the purposes set forth herein.

FOURTEENTH: The Corporation reserves the right to amend, change, or repeal any of the provisions contained in these Articles of Incorporation in the manner now or hereafter prescribed by the laws of the State of Maryland; provided, however, that any such action shall be calculated exclusively to carry out the objectives and purposes for which the Corporation is formed.

IN WITNESS WHEREOF, I have signed these Amended Articles of Incorporation and acknowledged same to be my act this 29 day of October, 2001.

WITNESS:

Patricia A. Spando

Earl G. Schaffer (SEAL)
Earl G. Schaffer

The undersigned hereby consents to act as personal representative of the above corporation in the State of Maryland.

John T. Attiliis
John T. Attiliis

r:\10648.aoi

State of Maryland
Department of
Assessments and Taxation

Charter Division



Parris N. Glendening
Governor

Ronald W. Wineholt
Director

Paul B. Anderson
Administrator

CORBIN, SCHAFER & AVILES,
CHARTERED
4 EVERGREEN RD
SEVERNA PARK MD 21146-3802

Date: 10-29-2001

This letter is to confirm acceptance of the following filing:

ENTITY NAME: THE OAKS AT SIXTY-FIFTH CONDOMINIUM, II ASSOCIATION, INC.
DEPARTMENT ID : D06517098
TYPE OF REQUEST : ARTICLES OF INCORPORATION
DATE FILED : 10-29-2001
TIME FILED : 10:11-AM
RECORDING FEE : \$20.00
ORG. & CAP FEE : \$20.00
EXPEDITED FEE : \$50.00
FILING NUMBER : 1000361986277121
CUSTOMER ID : 0000744650
WORK ORDER NUMBER : 0000511845

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT
IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK
ORDER NUMBER ON ANY INQUIRIES.

Budget

The Oaks at Sixty-Fifth Condominium II Association Inc.

Budget Worksheet

Revision =

Property = 0232, Book = Cash, Start Month = 01/2018, Duration = 12 months

Account Number	D	N	Account Name	Row Number	January	February	March	April	May	June	July	August	September	October	November	December
30000-000			INCOME													
30100-000			PROPERTY INCOME													
30300-000			ASSOCIATION INCOME													
30301-000			Association Fees - Monthly		117,180	9,765	9,765	9,765	9,765	9,765	9,765	9,765	9,765	9,765	9,765	9,765
30399-999			TOTAL ASSOCIATION INCOME		117,180	9,765	9,765	9,765	9,765	9,765	9,765	9,765	9,765	9,765	9,765	9,765
30499-999			TOTAL PROPERTY INCOME		117,180	9,765	9,765	9,765	9,765	9,765	9,765	9,765	9,765	9,765	9,765	9,765
31000-000			OTHER INCOME													
39000-000			Late Fee Income		1,845	112	112	112	112	112	112	112	112	112	112	112
39002-000			Returned Check Fees		90	100	25	0	25	0	25	0	0	25	0	0
39003-000			Inducement Fee		3,700	4,000	333	333	333	333	333	333	333	333	333	333
39025-000			Interest Income - Operating		190	300	25	25	25	25	25	25	25	25	25	25
39097-000			Reserve Transfers Income		30,000	15,800	1,317	1,317	1,317	1,317	1,317	1,317	1,317	1,317	1,317	1,317
39599-999			TOTAL OTHER INCOME		35,825	21,550	1,812	1,787	1,787	1,787	1,812	1,787	1,787	1,812	1,787	1,787
39999-999			TOTAL INCOME		153,005	138,730	11,577	11,552	11,577	11,552	11,577	11,552	11,552	11,577	11,552	11,552
40000-000			EXPENSES													
41000-000			OPERATING EXPENSES													
42000-000			UTILITIES													
42001-000			Electricity		2,449	2,800	233	233	233	233	233	233	233	233	233	233
42999-999			TOTAL UTILITIES		2,449	2,800	233	233	233	233	233	233	233	233	233	233
44000-000			ADMINISTRATIVE													
44001-000			Legal		870	1,500	125	125	125	125	125	125	125	125	125	125

Budget Worksheet

Revision =

Property = 0232, Book = Cash, Start Month = 01/2018, Duration = 12 months

Account Number	Account Name	D	N	G/L Budget 01/2017 - 12/2017	Row Total	January	February	March	April	May	June	July	August	September	October	November	December
44003-000	Legal-Court Appearance			350	1,200	100	100	100	100	100	100	100	100	100	100	100	100
44005-000	Audit and Tax Preparation			2,450	2,600	0	100	2,150	350	0	0	0	0	0	0	0	0
44009-000	Management Fee			14,998	15,356	1,261	1,261	1,261	1,261	1,261	1,261	1,299	1,299	1,299	1,299	1,299	1,299
44012-000	Professional Fees			0	2,000	0	0	0	2,000	0	0	0	0	0	0	0	0
44013-000	Office Reproduction and Expense			0	120	10	10	10	10	10	10	10	10	10	10	10	10
44014-000	Postage			300	120	10	10	10	10	10	10	10	10	10	10	10	10
44015-000	Printing and Copying			200	0	0	0	0	0	0	0	0	0	0	0	0	0
44029-000	Meetings Expense			0	12	0	4	4	0	0	0	0	0	0	0	4	0
44033-000	Miscellaneous Administrative Expenses			5,386	5,548	462	462	462	462	462	462	462	462	462	462	462	462
44999-999	TOTAL ADMINISTRATIVE			24,554	28,456	1,968	2,072	4,122	4,318	1,968	1,968	2,006	2,006	2,006	2,006	2,010	2,006
50000-000	CONTRACT SERVICES																
50200-000	Grounds Contract			16,800	16,800	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
50350-000	Extermination and Pest Control Contract			0	1,800	150	150	150	150	150	150	150	150	150	150	150	150
50500-000	Snow Plowing Contract			10,950	8,000	2,000	2,000	1,000	0	0	0	0	0	0	0	1,000	2,000
50650-000	Gutter Cleaning Contract			2,710	3,900	0	0	1,950	0	0	0	0	0	0	0	1,950	0
50999-999	TOTAL CONTRACT SERVICES			30,460	30,500	3,550	3,550	4,500	1,550	1,550	1,550	1,550	1,550	1,550	1,550	4,500	3,550
51000-000	REPAIRS AND MAINTENANCE																
51100-000	Electrical Repairs			1,800	1,800	150	150	150	150	150	150	150	150	150	150	150	150

Budget Worksheet

Revision =

Property = 0232,Book = Cash,Start Month = 01/2018,Duration = 12 months

Account Number	D	N	G/L Budget	Row	January	February	March	April	May	June	July	August	September	October	November	December
Number			Name	Total	01/2017-12/2017											
51349-000			Bulk Trash	0	2,000	167	167	167	167	167	167	167	167	167	167	167
51350-000			Grounds - Landscaping	3,500	3,500	0	0	3,500	0	0	0	0	0	0	0	0
51351-000			Grounds - Maintenance	1,000	0	0	0	0	0	0	0	0	0	0	0	0
51356-000			Tree Maintenance	0	1,000	83	83	83	83	83	83	83	83	83	83	83
51400-000			Building and Building Equipment	16,806	0	0	0	0	0	0	0	0	0	0	0	0
51450-000			Roof Repairs and Maintenance	2,300	2,200	183	183	183	183	183	183	183	183	183	183	183
51999-999			TOTAL REPAIRS AND MAINTENANCE	25,406	10,500	583	583	4,083	583	583	583	583	583	583	583	583
57000-000			INSURANCE													
57001-000			Building Package Policy	18,478	19,032	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586
57006-000			Fidelity Insurance	468	0	0	0	0	0	0	0	0	0	0	0	0
57999-999			TOTAL INSURANCE	18,946	19,032	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586
59999-999			TOTAL OPERATING EXPENSES	101,815	91,288	7,920	8,024	11,770	5,920	5,920	5,958	5,958	5,958	5,958	8,912	7,958
60000-000			NON OPERATING EXPENSES													
61000-000			CAPITAL EXPENDITURE													
61002-000			Structural - Exterior	30,000	11,000	917	917	917	917	917	917	917	917	917	917	917
61004-000			Structural - Grounds	0	2,400	200	200	200	200	200	200	200	200	200	200	200
61008-000			Building Systems	0	2,400	200	200	200	200	200	200	200	200	200	200	200
61999-999			TOTAL CAPITAL EXPENDITURE	30,000	15,800	1,317	1,317	1,317	1,317	1,317	1,317	1,317	1,317	1,317	1,317	1,317
62000-000			NON OPERATING DISBURSEMENTS													

Budget Worksheet

Revision =

Property = 0232, Book = Cash, Start Month = 01/2018, Duration = 12 months

Account Number	Account Name	D	N	G/L Budget 01/2017-12/2017	Row Total	January	February	March	April	May	June	July	August	September	October	November	December
62008-000	Replacement Reserves			15,000	13,700	1,142	1,142	1,142	1,142	1,142	1,142	1,142	1,142	1,142	1,142	1,142	1,142
62009-000	Insurance Deductible Expense			5,000	10,000	833	833	833	833	833	833	833	833	833	833	833	833
62011-000	Bad Debt Write-Off			1,000	2,942	245	245	245	245	245	245	245	245	245	245	245	245
62012-000	Operating Reserve			0	4,700	392	392	392	392	392	392	392	392	392	392	392	392
62013-000	Interest Contribution to Reserves			190	300	25	25	25	25	25	25	25	25	25	25	25	25
62999-999	TOTAL NON OPERATING DISBURSEMENTS			21,190	31,642	2,637	2,637	2,637	2,637	2,637	2,637	2,637	2,637	2,637	2,637	2,637	2,637
63999-999	TOTAL NON OPERATING EXPENSES			51,190	47,442	3,954	3,954	3,954	3,954	3,954	3,954	3,954	3,954	3,954	3,954	3,954	3,954
66999-999	TOTAL EXPENSES			153,005	138,730	11,874	11,978	14,978	15,724	9,874	9,874	9,912	9,912	9,912	9,912	12,866	11,912
69999-999	INCOME LESS EXPENSES			0	0	-297	-426	-3,426	-4,147	1,678	1,678	1,665	1,640	1,640	1,665	-1,314	-360

Bylaws

The Oaks at Sixty-Fifth Condominium II Association Inc.

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CLERK OF THE
CIRCUIT COURT

**DECLARATION
OF
THE OAKS AT SIXTY-FIFTH CONDOMINIUM, II**

THIS DECLARATION made and entered into in Prince George's County, State of Maryland, this 2nd day of **FEB.**, 2002, by Image Development Corporation, a Maryland Corporation, hereinafter referred to as "Declarant".

WHEREAS, Image Development Corporation, Declarant, is the owner in fee simple of a certain parcel of ground being more particularly set forth on Exhibit "A" attached hereto and hereinafter referred to as the "Property"; and

WHEREAS, the Declarant is the owner of certain property which property is intended to constitute a condominium pursuant to Title 11, Section 11-101, *et. seq.*, of the Real Property Article, Annotated Code of Maryland (1996 Repl. Vol.), as from time to time amended (herein referred to as the Maryland Condominium Act), and it is the desire and intention of the Declarant to divide said property and the improvements thereon into Condominium Units and Common Elements, as defined in Article I, Section 1 of this Declaration, and to sell and convey the same together with the existing and future rights, title, interests and benefits appertaining thereto, and subject to the covenants, restrictions, uses, limitations, reverters, obligations, easements, equitable servitudes, charges and liens, including the terms and provisions of the By-Laws of The Oaks At Sixty-Fifth Condominium, II Association, Inc. (hereinafter referred to as the "By-Laws"), which are declared and agreed to be in aid of a plan for the improvement of the Property all as hereinafter set forth, each of which is for the benefit of and is binding upon said Property, the subsequent owners and mortgagees thereof; and

WHEREAS, prior to the acquisition of the Property by Declarant, the Property was owned by an entity named Capitol Knolls Limited Partnership, a Maryland Limited Partnership ("Capitol Knolls"). Capitol Knolls recorded a declaration, exhibits and plats to form a condominium regime known as "The Oaks At Sixty-Fifth Condominium", which was to be an expandable condominium with a maximum of 96 residential condominium units. Capitol Knolls included 4 buildings and a total of 27 units into that condominium after which it did not further expand that condominium. That condominium was then subsequently further expanded to include 6 additional units bringing the total to 33 units. (That condominium regime is hereinafter sometimes referred to as the "Existing Condominium"); and

WHEREAS, Declarant of this Condominium subsequently acquired the remaining land which was not included in the expansion of the Existing Condominium and is, by this Declaration, forming a new expandable condominium regime to consist of a maximum of 63 residential units built on the remaining land; and

WHEREAS, the Existing Condominium and this new condominium regime share certain common interests, including, but not limited to the use of recreation areas and certain parking facilities and drainage facilities; and

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WHEREAS, simultaneously with the recordation hereof, the Declarant is filing for record in the Office of the Clerk of the Circuit Court for Prince George's County, Maryland, a certain Plat dated February, 2002, entitled "Master Plat, The Oaks At Sixty-Fifth Condominium, II, A Condominium, Parcel "C", Block "G", Oaklyn Subdivision, and "Floor Plans, Phase 6, 3725 thru 3735 Pogonia Court, The Oaks At Sixty-Fifth Condominium, II" (hereinafter referred to as the "Condominium Plat"), which Condominium Plat, consisting of two (2) sheets is recorded in the Land Records of Prince George's County, Maryland, in Plat Book 193, pages 80, 81, or intended to be so recorded; and

WHEREAS, the Declarant reserves the right to expand this Condominium by subjecting all or any part of the property as shown on the Condominium Plat as expandable phases, such expansion to take place pursuant to the provisions of Section 11-120 of the Maryland Condominium Act; and

WHEREAS, the Declarant desires and intends by the recordation of this Declaration and the aforementioned Condominium Plat to subject the Property described on Exhibit "A" together with the improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, to the provisions of the Maryland Condominium Act as a condominium to be known as "The Oaks At Sixty-Fifth Condominium, II"; and

NOW, THEREFORE, the Declarant hereby declares that the Property described on Exhibit "A" attached hereto, such Property having been shown on those certain plats entitled "Master Plat, The Oaks At Sixty-Fifth Condominium, II, A Condominium, Parcel "C", Block "G", Oaklyn Subdivision, and "Floor Plans, Phase 6, 3725 thru 3735 Pogonia Court, The Oaks At Sixty-Fifth Condominium, II" dated February, 2002, and recorded or intended to be recorded simultaneously herewith, is submitted to the condominium regime herein established and as provided for by the Maryland Condominium Act, Section 11-101, *et. seq.*, Real Property Article, Annotated Code of Maryland, as now in effect and as amended from time to time, which condominium regime shall be hereinafter referred to as the "Condominium". The Declarant reserves the irrevocable right for a period of ten(10) years from the date hereof to add to the said Condominium all or part of the units and common elements which are constructed and as are hereinafter more fully set forth.

The Condominium hereby submitted is located in Prince George's County, State of Maryland, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or encumbered, together with the existing and future rights, title, interests and benefits appertaining thereto, and subject to the covenants, restrictions, uses, limitations, reverters, obligations, easements, equitable servitudes, charges and liens, hereinafter sometimes referred to as "Covenants and Restrictions" hereinafter set forth, including the provisions of the By-Laws of the Council of Unit Owners of the Condominium (attached hereto as Exhibit "B", and by this reference incorporated herein), all of which are declared and agreed to be in aid of a plan for improvement of said Property, and the division thereof into Condominium Units and Common Elements, and shall be deemed to run with and bind the land, and shall inure to the benefit of and

be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning any interest in said Property and improvements including, without limitation, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

ARTICLE I

Section 1. Definitions. Unless the context shall plainly require otherwise, the following words when used in this Declaration and/or any and all Exhibits hereto shall have the following meaning:

a. "The Act" or "the Maryland Condominium Act" means Title 11 of the Real Property Article of the Annotated Code of Maryland, Chapter 246 of the Laws of Maryland 1981, and shall include any revisions thereof and amendments and supplements thereto which are enacted subsequent to the date of this Declaration and which are not consistent with the provisions hereof.

b. "Unit" or "Condominium Unit" means a three (3) dimensional area, as hereinafter and on the Condominium Plat is described and identified, having access to a public way or thoroughfare via the common elements and easements hereinafter granted and reserved and shall include all improvements contained within that area except those excluded in this Declaration and reserved as part of the Common Elements, and shall include such additional improvements and areas set forth in this Declaration and/or shown on the Condominium Plat.

The spaces containing the individual Condominium Units are defined in Article V, Section 5, hereof, and such definition is incorporated herein.

c. "Condominium" means the property now or hereafter subject to the condominium regime under the Maryland Condominium Act by this Declaration or any amendments hereto.

d. "Declarant" means the Developer as defined by Section 11-101(g) of the Real Property Article, as amended from time to time. The terms Declarant and Developer are used interchangeably in this Declaration. Declarant includes its successors and assigns.

e. "Unit Owner" or "Unit Co-Owner", means any person, group of persons, corporation, trust or other legal entity or any combination thereof, which owns a Condominium Unit within the Condominium; provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which hold or holds such interest solely as security for the performance of any obligation shall not be an owner.

f. "Council of Unit Owners" is the incorporated body that governs the affairs of the Condominium and is comprised of all Unit Owners which has been incorporated by the Articles of Incorporation and is hereafter sometimes referred to in this Declaration and the By-Laws as the "Corporation".

g. "Common Elements" means both General Common Elements and Limited Common Elements, as hereinafter and on the Condominium Plat are described and identified, and shall include all of the Condominium except the Condominium Units.

h. "Common Expenses and Common Profits" shall mean the expenses and profits of the Council of Unit Owners and as more fully set forth in this Declaration and the By-Laws and Percentage Interests attached hereto as Exhibit "B" and Exhibit "C", both of which are incorporated herein by reference.

i. "Maryland Contract Lien Act" means Title 14, Subtitle 2 of the Real Property Article, Annotated Code of Maryland.

j. "Mortgage" shall mean any mortgage or deed of trust encumbering any Unit, and any other security interest therein which exists by virtue of any other form of security instrument or arrangement which is used from time to time in the locality of the Condominium (including by way of example rather than of limitation, any such other form of security arrangement which arises under any deed of trust, sale and leaseback documents, lease and leaseback documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the provisions of the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

k. "Phase" means each addition to the Condominium of which Phase 6 includes the land and Building number 6 as described on Exhibit "A", and Phases 7 through 15 which include the expandable land and buildings numbered 7 through 15.

l. "Record" means place on record pursuant to the laws of this State and the affected political subdivision related to the recording of deeds and plats.

m. Any term to which meaning is specifically ascribed by any provisions of this Declaration, and which is used in the Maryland Condominium Act shall, whenever possible, be construed in a manner which is consistent with any construction of such term so used in the Act. Where such consistency of construction is not possible, the definitions herein above set forth shall govern to the extent allowed by law.

ARTICLE II

Section 1. Property Subject To Declaration. The real property which is, and shall be held, conveyed, divided or subdivided, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Lanham, Prince George's County, State of Maryland, and is that certain parcel of ground being known and designated and described as Phase 6, Building 6 on the Condominium Plat entitled "The Oaks At Sixty-Fifth Condominium, II",

recorded or intended to be recorded simultaneously herewith and more particularly described in Exhibit "A" attached hereto and made a part hereof.

Section 2. Property That May In The Future Be Subjected To The Declaration.

The real property which may in the future be made a part of The Oaks At Sixty-Fifth Condominium, II, and which shall be subject to this Declaration and the By-Laws are Phases 7 through 15, respectively, as generally shown on the Condominium Plat, (sometimes herein referred to as "Expandable Property").

Section 3. Condominium Plat. The Condominium Plat is incorporated herein by this reference and is made a part of this Declaration.

Section 4. The Name Of The Condominium. This Condominium shall be known as "The Oaks At Sixty-Fifth Condominium, II".

ARTICLE III

Section 1. The Condominium Project And Building. The Condominium Project hereby established shall consist of the parcel of land herein described on Exhibit "A" attached hereto, and the improvements consisting of one (1) building, Building 6 consisting of Six (6) Condominium Units, all of which improvements have been constructed and are more fully described on the plats and plans incorporated herein by reference filed among the Plat Records of Prince George's County, Maryland, simultaneously with the recording of this Declaration. The architectural style of the Units is piggy back townhouse, traditional.

The building in Phase 6 contains six (6) Townhouse Condominium Units designated as follows:

Building 6: Units 6-A, 6-B, 6-C, 6-D, 6-E and 6-F.

Each Condominium Unit has three (3) floors, each Condominium Unit being two (2) or three (3) stories, all as shown on the Condominium Plat located in said building as shown thereon.

Section 2. Expansion. The expandable portion of the Condominium, Phases 7 through 15 ("Expandable Property") may consist of nine (9) buildings with Condominium Units and Common Elements as generally shown on the Condominium Plat.

a. Phase 7, one (1) building, Building 7, with six (6) Condominium Units designated as Units 7-A, 7-B, 7-C, 7-D, 7-E and 7-F.

b. Phase 8, one (1) building, Building 8, with six (6) Condominium Units designated as Units 8-A, 8-B, 8-C, 8-D, 8-E and 8-F.

c. Phase 9, one (1) building, Building 9, with six (6) Condominium Units designated as Units 9-A, 9-B, 9-C, 9-D, 9-E and 9-F.

d. Phase 10, one (1) building, Building 10, with six (6) Condominium Units designated as Units 10-A, 10-B, 10-C, 10-D, 10-E and 10-F.

e. Phase 11, one (1) building, Building 11, with six (6) Condominium Units designated as Units 11-A, 11-B, 11-C, 11-D, 11-E and 11-F.

f. Phase 12, one (1) building, Building 12, with six (6) Condominium Units designated as Units 12-A, 12-B, 12-C, 12-D, 12-E and 12-F.

g. Phase 13, one (1) building, Building 13, with six (6) Condominium Units designated as Units 13-A, 13-B, 13-C, 13-D, 13-E and 13-F.

h. Phase 14, one (1) building, Building 14, with six (6) Condominium Units designated as Units 14-A, 14-B, 14-C, 14-D, 14-E and 14-F.

i. Phase 15, one (1) building, Building 15, with eight (8) Condominium Units designated as Units 15-A, 15-B, 15-C, 15-D, 15-E, 15-F, 15-G and 15-H.

The maximum number of Condominium Units in the Condominium will be sixty-three (63).

ARTICLE IV

Section 1. General Common Elements. The "General Common Elements" of this Condominium shall mean all of the Condominium except the Condominium Units and the Limited Common Elements, which shall be available for the use by all Unit Owners, and shall include without limitation:

a. That portion of the land described in Exhibit "A" attached hereto, which is not otherwise described or shown on the Plat or in this Declaration as a Unit or Limited Common Element; and

b. The foundations, bearing walls, perimeter walls, main walls, roofs, parking areas (other than those designated as Limited Common Elements on the Condominium Plats), storm water management facilities and equipment appurtenant thereto, landscaping, columns, girders, beams, supports, stairs and/or hallways or corridors (not located within any Unit), and communication ways; and

c. The compartments or installations of central services such as power, light, gas, water, sewer, telephone, including tanks, pumps, motors, fans, compressors, pipes, valves, controls or other similar equipment to be used in common (unless designated to serve only one Unit), hot and cold

water pumps and lines, sanitary and storm water systems, and the like (unless designated to serve only one (1) Condominium Unit), and provided, however, that all fireplace flues and chimneys constructed by the Declarant shall be deemed Limited Common Elements appurtenant to the Unit(s) which such flues or chimneys serve and/or benefit); and

c. All facilities located under the ground unless serving an individual Unit or otherwise defined by this Declaration or the Condominium Plat as part of the Units or as Limited Common Elements; and

d. At the ground level and extended from there upwards, all of the area of said premises not included in the Condominium Units as hereinbefore described, or described as Limited Common Elements or so shown on the Condominium Plat as Limited Common Elements. Such General Common Elements shall include, but not be limited to, sidewalks and walkways (located on General Common Elements) other than lead walks to individual Units (which are part of the Limited Common Elements); and

e. For piggy back Units, the space between the drywall (gypsum) forming the upper boundary of a lower Unit and the underside of the flooring of the above Unit, and the space above the drywall (gypsum) of the ceiling of a Unit and including the attic, roof joists and all roofing materials and structures, including but not limited to roof underlayment and shingles, and such other areas as shown on the Condominium Plats; and

f. Exterior siding, gutters and down spouts; and

g. Fences on General Common Elements, if any; and

h. Retaining walls on General Common Elements, if any; and

i. Swails on the General Common Elements; and

j. Recreation area shown on the Condominium Plat; and

k. If a central system, television antennas serving each building, and the main antenna cable (not including the antenna cable from each Condominium Unit to the main antenna cable which are parts of the Condominium Units); and

l. All areas and facilities shown on the Condominium Plat hereinbefore described, including, without limitation, easements, designated streets, drives, parking areas (except those designated as Limited Common Elements and those assigned by the Declarant or the Board of Directors), lawn areas fields, shrubbery, and other landscaping, conduits, storm drains, utility lines, lighting in the general common elements, and mailbox clusters; and

m. Water meters serving the General Common Elements; and

n. All those areas so designated on the Condominium Plat.

o. All other elements of the Condominium rationally of common use or necessity for its existence, upkeep and safety shall be General Common Elements.

Section 2. Limited Common Elements. The "Limited Common Elements" are those designated as such on the Condominium Plat and such others as are agreed upon to be reserved for the exclusive use of one or more but less than all of the Unit Owners. All Limited Common Elements are reserved for the exclusive use of the Owners of the Condominium Unit which they serve or are adjacent or to which they are declared to be appurtenant by appropriate designation on the Condominium Plat. Except as otherwise provided by this Declaration or the Condominium By-Laws, Limited Common Elements shall be maintained and replaced as required, by the Unit Owner or Owners who have the exclusive use thereof and failure to so maintain may result in additional assessments against any such Owner or Owners. For purposes of explanation and not of limitation, the Limited Common Elements shall include:

- a. Common plumbing, vent and waste lines, if any, serving more than one but less than all Units shall be Limited Common Elements reserved for such adjacent Condominium Units.
- b. Patios and decks.
- c. Leadwalks serving an individual Unit.
- d. Steps and/or stoops serving an individual Unit.
- e. Fireplace flues and chimneys constructed by the Declarant are Limited Common Elements appurtenant to the Unit(s) which such flues or chimneys serve and/or benefit; and
- f. All Limited Common Elements of said buildings rationally of limited common use.

ARTICLE V

Section 1. The Condominium Units. Each Condominium Unit in the Condominium shall have all of the incidents of real property.

Section 2. Undivided Percentage Interests In Common Elements. Each Unit Owner shall own an undivided percentage interest in the Common Elements of the Condominium equal to that set forth on Exhibit "C" attached hereto and by this and other reference made a part hereof. The undivided percentage interest in the Common Elements set forth on Exhibit "C" shall have a permanent character and, except as specifically provided in the Maryland Condominium Act and in this Declaration, may not be changed without the written consent of all of the Unit Owners and the holders of all mortgages on the Condominium Units. The undivided percentage interests in the Common Elements set forth on Exhibit "C" may not be separated from the Condominium Unit to

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which they appertain. Any instrument, matter, circumstance, action, occurrence or proceedings in any matter affecting a Condominium Unit shall also affect, in like manner, the individual percentage interest in the Common Elements appertaining to such Condominium Unit, whether or not such percentage interest is expressly described or mentioned.

In the event the Declarant, its successors or assigns, exercises its right pursuant to Article VIII hereof and expands the Condominium by subjecting all or any part of the additional property as generally described on the Condominium Plat to the condominium regime, then in that event:

a. The percentage interest in the Common Elements of the Unit Owners in the preceding Phases shall be reduced and appropriate percentage interests in the Common Elements of the expanded Phases shall vest in them;

b. Appropriate percentage interest in the Common Elements of the preceding Phases shall vest in Unit Owners in the added Phases; and

c. The interests of all Unit Owners shall be described in Exhibit "C" attached hereto as each Phase, if any, of additional land generally shown on the Condominium Plat is added.

Other than as expressly provided and set forth herein, the percentage of undivided interest in the Common Elements herein established shall not be changed without the unanimous consent of all the Unit Owners and their mortgagees evidenced by an appropriate amendment to this Declaration recorded among the Land Records of Anne Prince George's County, Maryland.

Section 3. Percentage Interest In Common Expenses And Common Profits. Each Unit Owner shall have a percentage interest in the Common Expenses and Common Profits of the Condominium equal to that set forth on Exhibit "C" attached hereto and made a part hereof. The percentage interest in the Common Expenses and Common Profits set forth in Exhibit "C" shall have a permanent character and, except as specifically provided in the Maryland Condominium Act and this Declaration, may not be changed without the written consent of all of the Unit Owners and the holders of all mortgages of the Condominium Units. The percentage interests in the Common Expenses and Common Profits set forth on Exhibit "C" may not be separated from the Condominium Unit to which they appertain. Any instrument, matter, circumstances, action, occurrence or proceeding in any manner affecting a Condominium Unit shall effect, in like manner, the percentage interests in the Common Expenses and Common Profits appertaining to such Condominium Unit whether or not such percentage interest is expressly described or mentioned.

Section 4. Voting Rights. At any meeting of the Council of Unit Owners, each Unit Owner shall be entitled to cast, on each question, the number of votes appurtenant to his or her Condominium Unit as set forth on Exhibit "C" attached hereto and by this and other reference made a part hereof. In the event the number of votes appurtenant to each Condominium Unit is not specifically set forth on Exhibit "C", then each Unit Owner shall be entitled to cast one (1) vote on each question at any

meeting of the Council of Unit Owners, provided there shall be one (1) vote per each Condominium Unit regardless of the number of owners of any Condominium Unit.

Section 5. Description Of Condominium Units. Each Condominium Unit shall consist of the following:

a. The space bounded by and contained within the bottom, top and perimeters of each Unit which is shown on the Condominium Plat as being included within such Unit which said bottom, top and perimeters are, for the purposes of this Declaration hereinafter more particularly defined:

(i) The lower boundary of a Condominium Unit in the Condominium is a horizontal plane (or planes), the elevation of which coincides with the upper surface of the concrete floor for first floors and the uppermost portion of the finished plywood subfloor for second floors, extended to intersect the lateral or perimetrical boundaries thereof.

(ii) The upper boundary of any Condominium Unit in the Condominium is a horizontal plane (or planes), the elevation of which coincides with the drywall (gypsum) forming the ceilings (including the entire drywall), extended to intersect the lateral or perimetrical boundaries thereof.

(iii) The lateral or perimetrical boundaries of the Units consisting of the two (2) sides of the Units which are party walls shall coincide respectively with drywall (gypsum) forming the walls, (including the entire drywall), but not including the studding and space and other structures between the drywall of the adjacent Unit which is part of the General Common Elements, and extended to intersect to the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of the Condominium Unit.

(iv) The two (2) lateral or perimetrical boundaries which are not party walls shall coincide with drywall (gypsum) forming the walls, (including the entire drywall), extended to intersect the upper and lower boundaries thereof and intersect the other lateral or perimetrical boundaries of the Condominium Unit.

b. Each and every interior non-load bearing and load bearing wall, within the area described in Section 5a hereof, if any, partition, soffit, electrical device, duct, furnace, water heater, plumbing fixture, kitchen or other appliance, door knob, knocker, fireplace, railing or other improvement or structure (i) which is contained within the space defined in Section 5a hereof, or (ii) which is not contained within such space but which forms a connected and integral part of, or is appended or affixed to, the improvements lying within such space and which does not form part of another Unit.

c. Any heating or air conditioning unit or compressor serving an individual Unit.

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- d. Pipes for water and waste water serving only one Unit.
- e. All windows and doors are part of the Unit.
- f. Automatic fire suppression systems located within each Unit.
- g. Those portions of the Condominium designated as part of the Unit by the Condominium Plat.

Anything contained in the foregoing provisions of this Article V, Section 5, to the contrary notwithstanding, no portion of the following shall be deemed to be part of such Unit: Any main, duct, wire, conduit, drain, pipe (except feeder drains and pipes from any fixtures), meter or other device which shall be located within the space herein above described, or shall otherwise be hereinafter referred to, and which shall be used in providing any utility or service to any portion of the Condominium other than, or in addition to such Unit.

Each Unit shall have all of the incidents of real property under applicable law. Nothing in the provisions of this Declaration shall be deemed to confer upon a Unit Owner, by virtue of his ownership of the legal title to a Unit, any interest in any other Unit.

Section 6. Individual Condominium Unit Deeds.

a. Future Interests. Each deed to a Condominium Unit shall also be deemed to include therein a provision for a future fee estate to the undivided percentage interest in the Common Elements as set forth in Article V hereof, that the Declarant has the option to add to the Condominium development, and to take effect in the event of each recording by the Declarant of an amendment to the Declaration to add Phases 1 through 5 and 7 through 25.

b. Reverter. Each deed to a Condominium Unit shall also be deemed to include therein a provision for the automatic reverter to the Declarant by the operation of law upon each recording by the Declarant of an amendment and/or amendments to add the property generally shown on the Condominium Plat of the estate of any grantee of the individual Condominium Unit deeds for that portion of the undivided interest in the Common Elements appertaining to the Condominium Unit prior to the recording of the amendment or amendments which exceeds the undivided interest in the total Common Elements appertaining to such Condominium Unit by reason of such amendment or amendments.

c. Mortgages. The estate passing to any mortgagee upon the execution of a mortgage by any grantee of any individual Condominium Unit shall include and have the benefit of the future interest and be subject to the reverter as set forth in subparagraphs a and b hereof.

ARTICLE VI

Section 1. Covenant Against Partition And Subdivision. The Common Elements, both general and limited, shall remain undivided. No owner of any Condominium Unit or any other person shall bring any action for partition or subdivision thereof except as may be provided for in the Maryland Condominium Act or the By-Laws.

Section 2. Encroachments. If any portion of the Common Elements now encroaches upon any Condominium Unit, or if any Condominium Unit now encroaches upon any Condominium Unit, or upon any portion of the Common Elements as a result of the construction or repair of the buildings, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building is standing. In the event any building, any Condominium Unit, and adjoining Condominium Unit, or an adjoining Common Element, shall be partially or totally destroyed as a result of fire or other casualty or a result of condemnation or eminent domain proceedings, and then reconstructed as authorized by the By-Laws and the Maryland Condominium Act, encroachments on parts of the Common Elements upon any Condominium Unit or of any Condominium Unit upon any other Condominium Unit or upon any portion of the Common Elements due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

For the purposes incident to the interpretation of deeds, the Condominium Plat and all other instruments of title relating to any Condominium Unit in the Condominium, the existing physical boundaries of any Condominium Unit constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be the boundaries of such Condominium Unit, regardless of the shifting, settling or lateral movement of any building and regardless of minor variations between the physical boundaries shown on the Condominium Plat and those of any Condominium Unit.

Section 3. Basements.

a. Each Condominium Unit shall be subject to an easement to the Unit Owners of all of the other Condominium Units and the occupants, buildings and/or Units located in The Oaks At Sixty-Fifth Condominium, II, as shown on the Condominium Plat recorded simultaneously herewith and as more particularly set forth in the third WHEREAS clause, to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines, of any kind, and other Common Elements located within or accessible only from a particular Condominium Unit and for support. Each Unit Owner shall have the right of ingress to and egress from his or her Condominium Unit, such right being perpetual and appurtenant to his or her Condominium Unit ownership.

b. The Common Elements of the Condominium shall be subject to mutual rights of support, access, use and enjoyment by all of the Unit Owners; except, however, that use and enjoyment of those Limited Common Elements which are reserved for the exclusive use of the Owner or Owners of the Condominium Unit or Units to which they are adjacent or to which they are

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declared to be appurtenant by the condominium documents or by appropriate designation on the Condominium Plat in which case their use and enjoyment is limited to the Unit Owner or Owners to which they are appurtenant. Easements are granted to Council of Unit Owners and to the Unit Owners to enter onto the Limited Common Elements of other Units for the maintenance, repair and replacement of water and wastewater pipes serving individual Units.

c. All General Common Elements are subject to a perpetual easement for the benefit of the Unit Owners, for ingress and egress to and from their Units, and for utilities and the maintenance thereof. The placement thereof shall be as determined by the Declarant.

d. The Council of Unit Owners, through its Board of Directors or Management Agent, shall have an irrevocable right and easement to enter the Units and Common Elements for the purpose of making repairs to the Common Elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium project. Except in cases involving manifest danger to public safety or property, the Council shall make a reasonable effort to give notice to the Owner of any Condominium Unit to be entered for the purposes of such repairs. No entry by the Council for the purposes specified in this section shall be considered a trespass.

Section 4. Easements To Declarant. There is hereby reserved to the Declarant, its agents, successors and assigns:

a. A non-exclusive easement over all of the Common Elements of the Condominium for purposes of access, a sales and construction trailer, the storage of building supplies, materials and equipment, the construction of appurtenances to service the Condominium, and without limitation, for any and all purposes reasonably related to the completion of the marketing, construction, rehabilitation and repair of the Condominium as it presently exists, including the completion of any amenities or any improvements to the Common Elements. Tot lots, recreation areas and open space (part of the general common elements) may not be used by the Declarant except for the purpose of developing those properties.

b. Declarant reserves unto itself, its successors and assigns, pedestrian and vehicular non-exclusive easements for ingress and egress and parking to and through the roadways, parking areas (other than those areas as may be designated as Limited Common Elements), and walkways for the benefit of the owners, users, licensees and invitees of the Property identified in Section 1 of Article II.

c. Declarant reserves unto itself, its successors and assigns, pedestrian and vehicular, non-exclusive perpetual easements for ingress and egress and parking to and through the roadways, parking areas (other than those areas as may be designated as Limited Common Elements), and walkways, and the placement and maintenance of utilities, for the benefit of the owners, users, licensees and invitees of the Expandable Property, whether or not all or a portion of the said Expandable Property is subjected to this Declaration.

15647 404l. Declarant reserves for itself, its successors and assigns the right, but not the obligation, to construct and maintain an entrance monument(s) on the Common Elements. After construction and upon the turning over of the Association to Owners other than the Declarant, the Association shall be responsible for the maintenance, repair and replacement of the monument(s).

e. Declarant further reserves an easement for the benefit of Prince George's County, Maryland, (through the Maryland National Park and Planning Commission) for ingress and egress upon the Common Elements to inspect the storm water management facilities situated thereon and in the event such facilities are not being adequately maintained the County has the right, after providing ten (10) days' written notice to the Association, to perform all maintenance and construction it deems necessary. The County has the power to assess the Association and/or the Unit Owners for the cost of such maintenance or construction which shall be a lien against the Condominium.

Section 5. Easements Granted By Declarant.

a. Declarant, for itself, its successors and assigns, including the Council of Unit Owners, hereby grants and conveys to the Unit Owners of the Oaks At Sixty-Fifth Condominium (the Existing Condominium), a perpetual, non-exclusive easement over the following General Common Elements of the Condominium for the purposes stated: (a) the private streets and parking areas of the Condominium for the purpose of parking non-commercial, passenger, motor vehicles, and the driving of motor vehicles, and for pedestrian use; (b) the sidewalks on the General Common Elements of the Condominium to access their units and for ingress and egress to and from the Recreation Area constructed within the Condominium, and (c) over the Recreation Area within the Condominium, including the right to use the same, provided such use is in accordance with any rules and regulations for the use established by the Condominium for its Unit Owners. This easement does not extend to the buildings within the Condominium or to any Limited Common Elements or to the Units therein.

b. Declarant, for itself, its successors and assigns, including the Council of Unit Owners, hereby grants and conveys to the Council of Unit Owners of the Oaks At Sixty-Fifth Condominium (the Existing Condominium), the perpetual, non-exclusive right to discharge storm water onto the General Common Elements of the Condominium in locations as shown on the Condominium Plats.

Section 6. Consolidation And Subdivision Of Condominium Units. Any Unit Owner who shall acquire the fee simple title in and to adjacent Condominium Units shall have the right of consolidating said Condominium Units or having consolidated two (2) Condominium Units, shall have the right to subdivide the same. For consolidation or subdivision, the Unit Owner must first procure written authorization therefor from the Council of Unit Owners and the Architectural Control Committee. Consolidation or subdivision may be through removal or installation, as the case may be, of any non-bearing partition wall separating the same or modification of a load-bearing wall provided detailed structural engineering analysis and plans are submitted assuring the structural integrity of the wall after modification. A Unit Owner so consolidating or subdividing shall thereby

in the case of removal, acquire the exclusive right to use and enjoy the space previously occupied by such wall. No consolidated Condominium Unit shall lose its identity, characteristics or percentage interest factor by consolidation, and the Unit Owner of consolidated Condominium Units shall be deemed the Owner of each constituent Condominium Unit, severally and independently. While two (2) Condominium Units may be consolidated to form a larger Condominium Unit, no Condominium Unit except one previously consolidated may be subdivided into smaller Condominium Units.

ARTICLE VII

Section 1. Termination And Waiver Of Regime. The Condominium established by the recordation of this Declaration and the Condominium Plat may be terminated by Agreement of Termination executed by all of the Unit Owners, and in the manner provided in Section 11-123 of the Condominium Act. Any such termination shall be effective only upon the Recordation of an Agreement of Termination among the Land Records of Prince George's County, Maryland. Termination shall require the approval of 67% of eligible holders of first mortgages on Units within the Condominium.

ARTICLE VIII

Section 1. Expansion -- Additional Phases.

a. Pursuant to the provisions of Section 11-120 of the Maryland Condominium Act, the Declarant, whoever is the record owner of the land, shall have the absolute right, but not the obligation, to be exercised within ten (10) years from the date of recordation of this Declaration, to annex to the land and improvements described in Article II, Section 1 hereof, and thereby to submit to each and every one of the provisions of this Declaration, the land generally shown on the original Condominium Plat, together with the improvements heretofore or hereafter constructed upon any of such land, as each parcel of land and such improvements are delineated in general terms, on the Condominium Plat. Subject to the limitations herein and in the Maryland Condominium Act, the Declarant shall have the absolute right, but not the obligation, to annex any or all of said parcels to the land and improvements generally shown on the Condominium Plat. Any such expansion or annexation shall be accomplished by the recordation among the Land Records of Prince George's County, Maryland, of an amendment to this Declaration and the Condominium Plat as required by the provisions of Section 11-120 of the Maryland Condominium Act, as amended from time to time. Improvements located within expandable Phases shall be substantially completed prior to annexation, and shall be substantially consistent with the initial improvements in terms of quality of construction.

The Declarant reserves the right to annex any or all of the property generally shown on the Condominium Plat, in any order as the Declarant may choose, and reserves the right to change the building type, foot print, to consolidate or divide each parcel.

b. Upon the recordation of an amendment to this Declaration and to the Condominium Plat for the purpose of annexing to the land and improvements comprising Phase 6 of this Condominium, the parcels of land and improvements comprising Phases 7 through 15, together with the improvements then constructed thereon, each Unit Owner, by operation of law, shall have the undivided percentage interest in the Common Elements, Common Expenses and Common Profits, and shall have the number of votes, entitled to be cast appurtenant to that Condominium Unit set forth in Exhibit "C" attached hereto and made a part hereof and upon the recordation of such amendment, reallocated as set forth in Exhibit "C". Any deed for any Condominium Unit in the Condominium shall be delivered subject to a conditional limitation that the percentage interest appurtenant to such Condominium Unit shall be automatically reallocated pro tanto upon the recordation of such amendment or amendments. Upon the expansion of the Condominium pursuant to this Article VIII, the interest of any mortgagee shall attach, by operation of law, and pursuant to Section 11-120 of the Maryland Condominium Act, to a new percentage interest in the Common Elements appurtenant to the Condominium Unit on which it has a lien.

c. There is hereby reserved unto the Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, for the purpose of reallocating the percentage interest and voting rights appurtenant to each of the Condominium Units in the Condominium in accordance with the provisions of this Declaration and to execute, acknowledge and deliver such further instruments as may from time to time be required in order to accomplish the purposes of this Article VIII. Each Owner, contract purchaser and each mortgagee of a Condominium Unit in the Condominium, its mortgagee and the Council of Unit Owners of The Oaks At Sixth-Fifth Condominium, II shall be deemed to have acquiesced in the amendments to this Declaration and in the amendments to the Condominium Plat for the purpose of adding additional Condominium Units and Common Elements to the Condominium in the manner set forth in this Article and shall be deemed to have granted unto the said Declarant, its successors or assigns, an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments and each Unit Owner and mortgagee shall be deemed to have agreed and covenants to execute such further instruments, if any, as may be required by the Declarant, its successors or assigns, to properly accomplish such amendments.

d. Upon the recordation of an amendment to this Declaration, all newly added Condominium Units and Common Elements shall automatically be subject to this Declaration and the By-Laws and other Exhibits and house rules, all as amended from time to time.

Section 2. Description of Phases. The outlines of the land, buildings and common elements of each successive Phase that may be added to the Condominium as provided for hereunder, are shown in general terms on the Condominium Plat.

Section 3. Non-Completion And/Or Non-Expansion. In the event that any improvement in any Phase of the Property is not completed, or, if the additional Phase is not added to the Condominium Regime described in the Declaration, the Declarant, its successors or assigns, shall not make any conveyance of any portion of the Expandable Property shown on the Condominium Plat not in the

Condominium Regime described in the Declaration until it has taken all other actions as may be required in order to assure that all Phases of the Property are in compliance with the applicable laws and regulations of Prince George's County, Maryland, and of the State of Maryland.

ARTICLE IX

Section 1. FRONT FOOT BENEFIT CHARGES.

(a) Each present and future Unit Owner and, if applicable, tenants of each Unit Owner, shall acknowledge and take title subject to the obligation for payment by each Unit Owner of annual front-foot benefit charges levied by a private utility company, based upon water and sewer front-foot allocations made by the Washington Suburban Sanitary Commission and commensurate with the cost of the construction of said water and/or sewer lines as applicable.

(b) Each present and future Unit Owner and, if applicable, tenants of each Unit Owner, shall grant a right of access to his Unit to the management agent employed by the Unit Owner or the Council of Unit Owners and/or any other person authorized by said Council of Unit Owners for the purpose of making inspections of the plumbing system or for the purpose of correcting any plumbing problems in any Unit which might affect that Unit, any other Unit in the building or any Common Elements. In case of emergency, such entry shall be immediate whether the Unit Owner or tenant is present or not. In the event the responsibility is so assumed by the Washington Suburban Sanitary Commission, or any other governmental agency, the Management agent or other person authorized may permit employees of the Washington Suburban Sanitary Commission or any other governmental agency to enter the premises for the purpose of making corrections in order to protect the Washington Suburban Sanitary Commission's water and sewer system, and such entry shall not be a trespass. Each Unit Owner on behalf of itself and its tenants and employees and agents hereby consents to the above.

ARTICLE X

Section 1. Condominium Units Subject To Declaration. All present and future owners, tenants and occupants of Condominium Units shall be subject to and shall comply with the provisions of the Maryland Condominium Act, this Declaration, and the By-Laws, as they may be amended from time to time and decisions and resolutions of the Council of Unit Owners. The acceptance of a deed or conveyance or the entering into of a lease covering a Condominium Unit shall be deemed to be an affirmative acceptance of the provisions of the Maryland Condominium Act, and the provisions of this Declaration and the By-Laws, as they may be amended from time to time, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Condominium Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE XI

Section 1. Amendment of Declaration. Except for amendments to expand the Condominium and subject to Section 11-103 of the Maryland Condominium Act, as amended from time to time, this Declaration may be amended only with the written consent of eighty percent (80%) of the Unit Owners listed on the current roster. Any such amendment shall be effective only upon recordation of a Declaration of Amendment among the Land Records of Prince George's, Maryland. The Declarant reserves the right to make technical amendments pursuant to Section 11-103.1 of the Maryland Condominium Act, as amended from time to time, and each Unit Owner and its mortgagee grants to the Declarant a durable power of attorney to make said technical amendments, which power of attorney shall survive disability.

Section 2. Amendment of Declaration, Mortgagee Approval.

a. In addition to the above, no amendment of a material nature of the Declaration may be made unless approval is obtained from eligible mortgage holders representing at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages held by eligible holders. A change to any of the following would be considered as material.

- i. Priority of assessment liens;
- ii. Reallocation of interest in the General or Limited Common Elements, or rights to their use (other than contemplated expansion);
- iii. Redefinition of any Unit boundaries;
- iv. Convertibility of Units into Common Elements or vice versa;
- v. Expansion (other than the inclusion of additional legal phases), or contraction of the project, or the addition, annexation, or withdrawal of property to and from the project;
- vi. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs.

b. When Unit Owners are considering termination of the legal status of the Condominium regime for reasons other than the substantial destruction or condemnation of the property, the eligible mortgage holders representing at least sixty-seven (67%) of the votes of the mortgaged Units must agree.

c. "Eligible mortgage holders" means those holders of a first mortgage on a Unit estate who have requested the Council of Unit Owners to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

d. If any addition or amendment is not considered as a material change—such as the correction of a technical error or the clarification of a statement—approval may be assumed when an eligible mortgage holder fails to submit a response to a written proposal for an amendment within thirty (30) days after the proposal is made, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

Section 3. Amendment of Declaration by Declarant. The provisions of Article X, Sections 1 and 2, notwithstanding, the Declarant shall have the right, but not the obligation, and without the consent of other Unit Owners or their mortgagees, to amend this Declaration for the sole purpose of meeting any requirements of any County, State or Federal agency.

ARTICLE XII

Section 1. Declarant's Right To Rent Or Sell Condominium Units. Anything contained in this Declaration or the By-Laws of the Council of Unit Owners to the contrary notwithstanding, the Declarant shall have the right to transact any business on the Property (including the Common Elements) which is necessary or desirable to consummate sales or rentals of Condominium Units owned by it, including, but not limited to, the right to maintain employees in the sales or rental office, and to show Condominium Units for sale or rent. The sales or rental office, the furniture and furnishings in the model Condominium Units, signs and all items pertaining to the sale or rental of Condominium Units by the Declarant shall not be considered Common Elements but shall remain the property of the Declarant.

ARTICLE XIII

Section 1. Construction And Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium. Enforcement of these covenants and restrictions shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Condominium Unit to enforce any lien created hereby; and the failure or forbearance by the Council of Unit Owners or the Unit Owner of any Condominium Unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. A Unit Owner shall have the reciprocal right to seek enforcement of this Declaration against the Council of Unit Owners.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the covenants or restrictions within cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 2. Notice to Mortgagee Holders, Insurers, or Guarantors. The holder, insurer, or guarantor of the mortgage on any Unit shall have the right to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Council of Unit Owners.

(d) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

To be entitled to receive this information, the mortgage holder, insurer, or guarantor must send a written request to the Council of Unit Owners stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guarantees) the mortgage.

Section 3. Subordination of Lien for Assessments. The lien established by the recordation of a Statement of Condominium Lien as outlined in the By-Laws and Maryland Law for common expense charges and assessments becoming payable on or after the date of recordation of a first mortgage, shall be subordinate to a first mortgage on a Condominium Unit. Such a lien for common expense charges and assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer of a Unit pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for common expense charges and assessments which become payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of, any common expense charges thereafter becoming due.

Section 4. Power of Attorney/Insurance. Each Unit Owner hereby appoints the Council of Unit Owners (or any Insurance Trustee designated by the Council of Unit Owners) as their lawful attorney-in-fact for the purpose of purchasing and maintaining insurance required by the By-Laws of the Condominium, including the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. This power of attorney is irrevocable and shall survive disability.

Section 5. Assessments. Assessments payable to the Council of Unit Owners shall begin for each Unit Owner when the Condominium Unit is incorporated into the Condominium. Unpaid assessments shall be collected pursuant to the By-Laws of the Condominium and Maryland law.

Section 6. Audited Financial Statement. Upon written request from any of the agencies or corporations which has an interest or prospective interest in the Condominium, the Council of Unit Owners shall prepare and furnish within 120 days after the Council's fiscal year an audited financial statement of the Corporation for the immediately preceding fiscal year.

Section 7. Condemnation. In the event of condemnation or eminent domain of any or all of the Condominium, the provisions of Section 11-112, or any amendments thereto, of the Maryland Condominium Act shall apply. For condemnation of Common Elements the Council of Unit Owners shall represent the Unit Owners in the proceedings or in negotiations, settlements and agreements, with the proceeds of condemnation being payable to the Council of Unit Owners to be held in trust for the Unit Owners, and Unit Owners, by virtue of taking a deed to a Unit, grant such power of attorney to the Council of Unit Owners. This power of attorney is irrevocable and shall survive disability.

Section 8. Severability. Invalidity of any one or any portion of one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 9. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this writing to be executed and delivered in its name on its behalf on the day and year first above written.

WITNESS:

IMAGE DEVELOPMENT CORPORATION

Kathleen A. Spens

By: *John T. Attilis* (SEAL)
John T. Attilis, President
Anna Brown de CP

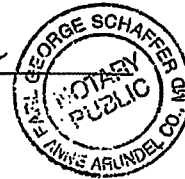
STATE OF MARYLAND, COUNTY OF PRINCE GEORGES, to wit:

I HEREBY CERTIFY, that on this 20th day of February, 2002, before me, the undersigned officer, personally appeared John T. Attilis, who acknowledged himself to be the President of Image Development Corporation, the Declarant herein, and that he, as such officer, being duly authorized to do so, executed the foregoing Condominium Declaration for the purposes therein contained, by signing the name of the corporation by himself as said officer.

AS WITNESS my hand and Notarial Seal.

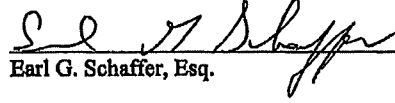
George Schaffer
NOTARY PUBLIC

My Commission Expires: 9/1/02

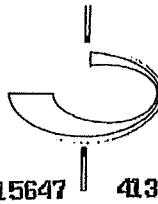


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The undersigned hereby certifies that the above instrument was prepared by an attorney admitted to the practice of law by the Court of Appeals of the State of Maryland.


Earl G. Schaffer, Esq.

r:\10648.dcl (02/07/02)



JOYCE ENGINEERING CORPORATION

CIVIL ENGINEERING LAND SURVEYING LAND PLANNING CONSTRUCTION MANAGEMENT

October 24, 2001

EXHIBIT A
TO DECLARATION OF
THE OAKS AT SIXTY-FIFTH CONDOMINIUM, II
PHASE 6 (BUILDING 6)

Being all that piece, parcel, or tract of land situate, lying, and being in the Bladensburg Election District No. 2, Prince George's County, Maryland, being part of the land within a plat of subdivision entitled "PARCEL "C", BLOCK "G", OAKLYN" and recorded among the land records of the aforesaid County in Plat Book: NLP 139 at Plat: 100, and being more particularly described as follows:

Beginning for the same at a point on the east end of the North 60°54'51" West 228.00 foot line of the aforementioned Plat of Subdivision, thence running with and along said line the following course and distance;

- 1) North 60°54'51" West, 94.47 feet to a point on said line; thence running in, through, over and across as to include part of said Parcel "C" the following
- 2) North 30°40'44" East, 98.42 feet to a point; thence
- 3) North 59°19'16" West, 99.00 feet to a point; thence
- 4) North 30°40'44" East, 47.60 feet to a point on the southern right-of-way of Sixty Fifth Avenue (60' wide); thence running with said right-of-way
- 5) South 59°19'16" East, 181.28 feet to a point; thence running in, through, over and across as to include part of said Parcel "C" the following
- 6) South 04°59'27" East, 72.24 feet to a point; thence
- 7) South 50°09'59" West, 89.85 feet to the point of beginning containing a computed area of 20,170 square feet or 0.46304 acres of land.

Subject to any and all easements and/or rights of way of record.

EXHIBIT B TO DECLARATION

BY-LAWS

OF

THE OAKS AT SIXTY-FIFTH CONDOMINIUM, II ASSOCIATION, INC.

ARTICLE I

Name and Location

Section 1. Name and Location. The name of the Council of Unit Owners is "The Oaks At Sixty-Fifth Condominium, II Association, Inc." Its principal office and mailing address is located at 6502 Grason Court, Bowie, Maryland 20715.

ARTICLE II

Definitions

Section 1. Declaration. "Declaration" as used herein means that certain Declaration made the 20th day of February, 2002 pursuant to Title 11, Real Property Article of the Annotated Code of Maryland, as amended, by which certain described premises, including land, are submitted to a condominium property regime, and which Declaration is recorded among the Land Records of Prince George's County, Maryland, immediately prior hereto and to which these By-Laws are appended as Exhibit B.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration or in Title 11, Real Property Article of the Annotated Code of Maryland.

ARTICLE III

Membership/Powers

Section 1. Membership. Every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who are Unit Owners and are the holders of record title to the fee simple interest to any Condominium Unit, or any common or joint interest therein if such Unit is owned by more than one person or entity, shall be a member of the Corporation; provided, however, that any person, group of persons, corporation, trust or other legal entity or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be a member.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Corporation. These By-Laws and the government of the Corporation pursuant thereto shall be construed by reference to the provisions of the Corporations and Associations Article of the

Annotated Code of Maryland, as amended, pertaining to the government of the Corporation to the extent not inconsistent with the provisions of Title 11, Real Property Article of the Annotated Code of Maryland, the Declaration and these By-Laws.

Section 3. Membership Roster. The Secretary (as hereinafter defined) shall cause to be compiled a membership roster listing the name of each Unit Owner who shall be deemed a member in accordance with Section 1 of this Article III, his address (if different from the address of the Unit), and the name(s) of his mortgagee, as defined in Article XVI, Section 1, hereof. It shall be the duty of each member to notify the Secretary in writing of any change of address of such member or change of mortgagee. Failure to provide this information by any member shall result in that member not being entitled to vote at meetings of the Council of Unit Owners.

Section 4. Powers of the Council of Unit Owners. The Council of Unit Owners shall have all of those powers enumerated in Section 11-109(d) of the Act, as the same may be amended from time to time. All powers residing in the Council of Unit Owners, except for such as in the Act are expressly reserved to the Council of Unit Owners, shall be delegated to and exercised by the Board of Directors and/or the managing agent employed by the Board of Directors on behalf of the Council of Unit Owners.

ARTICLE IV

Meeting of Members and/or Unit Owners

Section 1. Place of Meeting. Meetings of the members and/or Unit Owners shall be held at the principal office of the Corporation or at such other location in Prince George's County, Maryland, as may be designated by the Board of Directors, or outside Prince George's County if convenient to the membership.

Section 2. Annual Meetings. The first annual meeting of the members shall be held within sixty (60) days from the date that fifty percent (50%) of the percentage interests in the Condominium have been conveyed by the Declarant to the initial purchasers of Units. At such meeting, there shall be elected by ballot, the members of a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. The members may also transact such other business of the Corporation as may properly come before them. Thereafter, the annual meetings of the members of the Corporation shall be held from time to time upon notice as provided in Section 4 of this Article.

Section 3. Special Meetings. It shall be the duty of the President (as hereinafter defined) to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty-five percent (25%) of the total votes of the project having been presented to the Secretary; provided, however, that no special meeting shall be called prior to the first annual meeting. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except

as stated in the notice unless by consent of eighty percent (80%) of the members present either in person or by proxy.

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

Section 5. Quorum. The presence either in person or by proxy, of members representing at least twenty-five percent (25%) of the total votes of the Condominium as set out in the Declaration, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members.

Section 6. Voting. At every meeting of the members, each of the members shall have the right to cast the number of votes appurtenant to his Unit, as established in Exhibit "C" of the Declaration. The majority of the members representing more than fifty percent (50%) of the votes of members on the current roster, present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other Owner of such membership is noted at such meeting. In the event all of the Unit Owners of a membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding the question. In the event any Condominium Unit is owned by a corporation, then the vote for such membership appurtenant to such Condominium Unit shall be cast by a person designated in a certificate signed by the president of the corporation or any vice president thereof and attested by the secretary of the corporation prior to the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and unless any objection or protest by any other trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No member shall be eligible to vote or to be elected to the Board of Directors that is shown on the books or management accounts of the Corporation to be more than thirty (30) days delinquent in payment of assessments for common expenses due the Corporation and which has had a Statement of Condominium Lien filed against the Unit of that member.

Section 7. Proxies. A member may appoint any other member or the Declarant as his proxy. In no case may any member, except the Declarant, cast more than one vote by proxy in addition to his own

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vote. A proxy must be in writing and must be filed with the secretary before the appointed time of each meeting. No proxy shall be effective for a period exceeding one hundred eighty (180) days following its issuance, unless granted to a lessee or a mortgagee. Proxies are subject to the provisions of Section 11-109 of the Maryland Condominium Act, as amended from time to time.

Section 8. Adjourned Meeting. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy may, except as otherwise provided by law, adjourn the meeting to a time not less than ten (10) days from the time the original meeting was called. In the event of any such adjourned meeting, further notice of the new date must be given to all of the members in accordance with Section 11-109 of the Maryland Condominium Act as amended from time to time.

Section 9. Order of Business. The order of business at all meetings of the members shall be as follows:

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

ARTICLE V Directors

Section 1. Number and Qualification. The affairs of the Council of Unit Owners of the Condominium shall be governed by the Board of Directors composed of at least three (3) persons and not more than five (5) all of whom, after the first annual meeting of members, shall be members of the Corporation. Until such time as the Declarant is divested of fifty-one percent (51%) of its membership interest in the total Condominium, any one director appointed or elected through the Declarant may act on behalf of all of such directors if they are unable to attend any meeting of the Board of Directors.

Section 2. Initial Directors. The initial directors shall be selected by the Declarant and need not be members of the Corporation. The names of the Directors, who shall act as such from the date upon which the Declaration is recorded among the Land Records of Prince George's County, Maryland, until the first annual meeting of the members or until such time as their successors are duly elected and qualified are as follows: John T. Attiliis, Gloria Attiliis and John T. Attiliis, Jr.

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Council of Unit Owners of the Corporation and may do all such acts and things as are not prohibited by the Maryland Condominium Act or by these By-Laws directed to be exercised and done by the Unit Owners and/or members. The powers and duties of the Board of Directors shall include but not be limited to the following:

- (a) To provide for the care, upkeep, maintenance of the Condominium and its General Common Elements and services, to require Unit Owners to maintain and repair the Limited Common Elements, and to require Unit Owners to maintain, repair and replace their Units, all in a manner consistent with the Maryland Condominium Act and the provisions of these By-Laws and the Declaration.
- (b) The establishment, collection and use of the assessments from the members and for the assessment and/or enforcement of liens therefor in a manner consistent with the Maryland Condominium Act and the provisions of these By-Laws and the Declaration.
- (c) To provide for the designation, hiring and dismissal of the personnel necessary for the maintenance and operating the condominium project and for the proper care of the General and Limited Common Elements and to provide services for the project in a manner consistent with the law and the provisions of these By-Laws and the Declaration.
- (d) To promulgate and enforce such rules and regulations and such restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Condominium and the use of the General and Limited Common Elements by the members, all of which shall be consistent with federal, state and local law and the provisions of these By-Laws and the Declaration.
- (e) To impose fines, suspend voting or impose other sanctions for violations of rules and regulations in accordance with the procedures set forth in Section 11-113 of the Maryland Condominium Act, as amended from time to time.
- (f) To lease, grant licenses, easements, rights-of-way and other rights of use in all or any part of the Common Elements of the Condominium, all subject to the prior written approval of the Regional Office of the Veterans Administration provided any of the mortgages are insured by the Administrator of Veterans Affairs and according to the provisions of the Maryland Condominium Act, as amended from time to time.
- (g) To purchase condominium units in the condominium project and to lease, mortgage or convey the same, subject to the provisions of these By-Laws and the Declaration.
- (h) To enter into agreements whereby the members acquire leaseholds, membership and other possessory or use interests in real or personal property for the purpose of promoting the

enjoyment, recreation or welfare of the members and to declare expenses incurred in the protection therewith to be Common Expenses of the Corporation.

(i) To purchase insurance on the Condominium in a manner provided for in these By-Laws.

(j) To repair, restore or reconstruct all or any part of the Condominium after any casualty loss in a manner consistent with the law and the provisions of these By-Laws and to otherwise improve the Condominium.

(k) To have unauthorized vehicles removed from Common Elements in accordance with rules adopted by the Council of Unit Owners and posted on the parking lot area or in such other conspicuous location.

(l) To the extent authorized, to allocate parking spaces within the Condominium to Unit Owners and guests. Only the Declarant or the Board of Directors may assign parking spaces from time to time.

(m) To enter into agreements with the neighboring condominium regime entitled "The Oaks At Sixty-Fifth Condominium", including the granting and accepting of easements.

Section 4. Management Agent. Upon the majority vote of the members, the Board of Directors may employ for the Corporation a management agent at a rate of compensation established by the Board of Directors which shall perform duties, including, but not necessarily limited to, the duties set out in Section 3 of this Article. The Corporation shall have the right to self-management by a simple majority vote of the Unit Owners. Any management agreement entered into by the Council of Unit Owners shall provide, *inter alia*, that such agreement may be terminated without cause or payment of a termination fee upon ninety (90) days written notice thereof, and with cause upon thirty (30) days written notice without payment of a termination fee. The term of such a management agreement shall not exceed one (1) year, but may be renewed by mutual consent of the parties.

Section 5. Election and Term of Office. The term of the Directors named herein and in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. The election of Directors shall be by ballot, unless balloting is dispensed with by unanimous consent of the members present at any meeting, in person or by proxy, and shall be elected in accordance with the terms of Section 11-109 of the Maryland Condominium Act. There shall be no cumulative voting. At the first annual meeting of the members the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The terms of office of the Directors receiving the second and third greatest number of votes shall be fixed at two (2) years and the terms of the Directors receiving the fourth and fifth greatest number of votes shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, the successor shall be elected to serve a term of three (3) years. Directors shall hold office until their successors have been elected and hold their first annual meeting.

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 membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

Section 7. Removal of a Director. At a regular or special meeting duly called for such purpose, any one or more of the Directors may be removed with or without cause by the affirmative vote of the majority of the votes of the members present, in person or by proxy, and voting, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than thirty (30) days delinquent in payment of any assessments and/or carrying charges due the Corporation may be terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article. Directors may be removed from office by the Board if three (3) consecutive meetings are missed or for other appropriate reasons.

Section 8. Compensation. No compensation shall be paid to Directors for their services as directors. Directors may be reimbursed for their actual out-of-pocket expenses necessarily and reasonably incurred in connection with their services as a director.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the entire Board of Directors shall be present at such meeting.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined by a majority of the Directors, but at least two (2) such meetings shall be held during each year. Unless a certain day and time of each meeting is selected as the meeting day, notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail at his last known address or at the address shown on the roster referred to in Article III, Section 3 of these By-Laws, or by telephone or telegraph or facsimile at least six (6) days prior to the day named for such meeting. If the Directors designate the same day and time of each month for the regular meetings, prior notice need not be given. Meetings shall be held in compliance with Section 11-109.1 of the Maryland Condominium Act, as amended from time to time. Notice of meetings of the Board of Directors shall be mailed to Unit Owners at least annually.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail at the address set out in Section 10 above, or by telephone or by telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting to a later time, and not less than forty-eight (48) hours from the time of the original meeting. At such later meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting except adoption of the budget, may be taken without a meeting if all of the members of the Board of Directors shall individually and collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors and may be signed in counterparts.

Section 15. Registration of Directors and Officers. Following the first annual meeting of the Condominium, the Council of Unit Owners shall register with the Department of Assessments and Taxation and shall provide the names and addresses of the officers and directors and shall update this information periodically as provided by Section 11-119 of the Maryland Condominium Act, as amended from time to time.

ARTICLE VI Officers

Section 1. Designation. The principal officers of the Council of Unit Owners and/or the Corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. The initial officers of the Corporation need not be members of the Corporation. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in the Board's judgment may be necessary. The offices of secretary and treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Corporation shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board of Directors. Nominations and ballots shall be in accordance with Section 11-109 of the Maryland Condominium Act.

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

Section 4. President. The President shall be the Chief Executive Officer of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of the Corporation including, but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Corporation.

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

Section 6. Secretary. The Secretary shall keep the minutes and resolutions of all meetings of the Board of Directors and the minutes and resolutions of all meetings of the members of the Corporation. Unless otherwise assigned to some other office by the Board of Directors, the Secretary shall count all votes at meetings of the Council of Unit Owners; he shall have charge of the membership roster and of such other books and papers as the Board of Directors may direct; he shall, in general, perform all the duties incident to the office of Secretary.

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

Section 8. Compensation. The officers shall serve without compensation.

ARTICLE VII

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Council of Unit Owners and/or the Corporation shall indemnify every officer and director of the Corporation against any and all expenses including counsel fees actually and reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding, including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Corporation to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors of the Corporation shall not be liable to the

members of the Corporation for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation or the Condominium, except to the extent that such officers and directors may also be Unit Owners, and the Corporation shall indemnify and forever hold such officers and directors of the Corporation free and harmless against any and all liabilities to others on account of such contracts and commitments. Any right to indemnification provided for herein shall be in addition to any other rights to which any officer or director or former director or officer may have under the laws of the State of Maryland.

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

(a) The fact of the common directorate or interest is disclosed or known to the disinterested directors or an affirmative majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote as above even if the disinterested Directors constitute less than a quorum; or

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote of a majority of the members excluding those who would benefit from the transaction; or

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

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

ARTICLE VIII Management

Section 1. Management and Common Elements. The Council of Unit Owners and/or the Corporation shall manage, operate and maintain the Common Elements in the Condominium project,

shall enforce the provisions hereof and may pay out of the common expense fund herein elsewhere provided for, the following:

(a) The cost of extended liability insurance on the Common Elements and the cost of such other insurance as the Corporation may elect.

(b) The cost of the services of a person or firm to manage the Common Elements to the extent deemed advisable by the Corporation.

(c) In general, the cost of maintaining, replacing, repairing and landscaping the General Common Elements and such other furnishings and equipment for the General Common Elements as the Board of Directors shall determine are necessary and proper, provided, however, that nothing herein contained shall require the Corporation to repair, or otherwise maintain any Condominium Unit, or any fixture, appliances, or equipment located therein.

(d) The cost of any and all other materials, supplies, labor services, maintenance, repairs, taxes, assessments, or the like which the Corporation is required to secure to pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the Common Elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular Condominium Unit or Units, the cost thereof shall be specially assessed to the Owner or Owners thereof in the manner provided in Subsection (e) of Section 1 of this Article.

(e) The cost of the maintenance or repair of any Condominium Unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Elements or to preserve the appearance or value of the Condominium or is otherwise in the interest of the general welfare of all Owners of the Condominium Units; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Owner of the Condominium Unit proposed to be maintained and provided further that the cost thereof shall be assessed against the Condominium Unit on which such maintenance or repair is performed and, when so assessed a statement for the amount thereof shall be rendered promptly to the then Owner of the Condominium Unit at which time the assessment shall become due and payable and shall constitute a continuing lien and obligation of said Owner and Unit in all respects as provided in Article IX of these By-Laws.

(f) Any amount necessary to discharge any lien or encumbrance levied against the Condominium, or any portion thereof, which may, in the opinion of the Board of Directors constitute a lien against any of the Common Elements rather than the interest of the Owner of any individual Condominium Unit.

Section 2. Management Agent. Upon the majority vote of the members or majority vote of the Board of Directors, the Corporation may delegate any of its duties, powers or functions to a Management Agent. The Corporation and Board of Directors shall not be liable for any omission

or improper exercise by the Management Agent of any such duty, power or function so delegated if the Director reasonably believes the Management Agent to be competent.

Any management contract entered into by the Corporation prior to passing of control to the Unit Owners other than the Declarant and/or Developer, shall include a right of termination by the Corporation without cause, at any time after the transfer of control. This right of termination shall not require the payment of any penalty or an advanced notice of more than thirty (30) days.

Section 3. Easements of Utilities, Related Purposes and Other Purposes. The Corporation is authorized and empowered to grant, and shall from time to time grant, such licenses, easements and/or rights-of-way for service lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits, cable TV, and such other purposes related to the provision of public utilities as may be required for providing utility service to the Units and the Common Elements, as well as licenses, easements and rights-of-way for such other purposes deemed appropriate by the Corporation, provided the necessary approvals for such grants are obtained as required by Section 11-125 of the Maryland Condominium Act as amended from time to time.

Section 4. Limitation of Liability. The Corporation shall not be liable for any failure of water supply or other services to be obtained by the Corporation or paid out of the common expense funds, or by any Owner of any Condominium Unit, or any other person or resulting from electricity, water, snow or ice which may leak or flow from any portion of the General Common Elements. Unless the Condominium has insurance to cover such an event, the Corporation shall not be liable for damages resulting from the flow of any water from any roof or downspout into any Unit or Limited Common Element. No diminution or abatement of common expense assessments as herein elsewhere provided shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the General Common Elements or from any action taken by the Corporation to comply with the law, ordinance or with the order or directive of any municipal or other governmental authority, except to the extent covered by insurance.

Section 5. Corporation as Attorney-in-Fact. The Corporation is hereby irrevocably appointed as attorney-in-fact for the Owners of all Condominium Units, and for each of them, to manage, control and deal with the interests of such Owners in the General Common Elements of the Condominium as to permit the Corporation to fulfill all of its powers, functions and duties under the provisions of the Maryland Condominium Act, the Declaration, and the By-Laws, and to exercise all of its rights thereunder. The foregoing shall be deemed to be a power of attorney coupled with an interest and the acceptance by any person or entity to any interest in any Condominium Unit shall constitute an appointment of the Corporation as attorney-in-fact as aforesaid.

Section 6. Duty to Maintain, Repair and Replace. Except for maintenance requirements hereinabove imposed upon the Corporation, the Owner of the Condominium Unit shall, at his own expense, maintain and carry all necessary insurance for the upkeep, repair and replacement of his Unit, (except that the Council of Unit Owners shall maintain the blanket insurance on the Common Elements and Units, exclusive of improvements and betterments as set forth in Article XII, Section 1 below),

including, but not limited to and any and all equipment, appliances, fixtures, windows, fireplaces, doors, and all other parts of the Unit as defined in the Declaration and the Condominium Plats, therein situate, and its other appurtenances. He shall maintain, repair and replace his Unit and shall maintain his Unit in good order, condition, and repair, in a clean and sanitary condition, and shall do all redecorating, painting, and the like which may at any time be necessary to maintain the good appearance of his Condominium Unit, and such appurtenances. In addition to the foregoing, the Owner of any Condominium Unit shall at his own expense, maintain, repair or replace any plumbing and electrical fixtures, heating and air conditioning equipment, whether within or without the Unit so long as it serves his Unit, light fixtures located within the Unit, refrigerators, freezers, dish washers, disposals, range and/or other equipment that may be in or appurtenant to such Condominium Unit. The Owner of the Condominium Unit shall, at his own expense, maintain and repair the Limited Common Elements appurtenant to his/her Unit in a clean, orderly and sanitary condition, including the maintenance of the areas enclosed by privacy fences. Each Unit Owner shall be responsible for the maintenance, repair and replacement of any pipes and drains feeding from fixtures within his Unit to a central collection pipe or drain. All obligations created by or arising out of provisions of this Article VIII, Section 6, shall be personal with the Owners of the Units and, upon the discretion of the Board of Directors, may result in a lien or charge upon any of the Units owned by the violating Owners.

Section 7. Access at Reasonable Times. The Council of Unit Owners, through its Board of Directors or Management Agent, shall have an irrevocable right and easement to enter the Condominium Units for the purpose of making repairs to the General and Limited Common Elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium project. Except in cases involving manifest danger to public safety or property, the Council shall make a reasonable effort to give notice to the Owner of any Condominium Unit to be entered for the purposes of such repairs. No entry by the Council for the purposes specified in this section shall be considered a trespass.

ARTICLE IX

Assessments, Carrying Charges and Annual Budget

Section 1. Annual Assessments, Carrying Charges and Annual Budget. Each member shall pay to the Council of Unit Owners or the Corporation in advance on or before the first day of each month, an annual sum payable monthly (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12th) of the member's proportionate share of the sum required by the Corporation as estimated by the Corporation as estimated by its Board of Directors, to meet the annual Common Expense, including, but in no way limited to the following:

- (a) The cost of all services furnished, including charges by the Corporation for facilities and maintenance of the Common Elements.
- (b) The estimated cost of necessary management, repairs, maintenance and administration of the Common Elements.

- (c) The amount of all taxes and assessments levied against the Corporation or upon any property which it may own or which it is otherwise required to pay, if any.
- (d) The cost of extended liability insurance on the Common Elements and the cost of such other insurance as the Corporation may incur.
- (e) The cost of furnishing water, electricity, heat, and other utilities to the extent furnished by the Corporation, if at all.
- (f) The cost of funding contributions to the "Paid-in-Surplus" account and all necessary replacements established by the Corporation, including, when appropriate, general operating allocation and/or replacement disbursements, if required to be so kept by the Corporation.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances require. Upon resolution of both the Board of Directors and the members representing more than fifty percent (50%) of the total votes of the Condominium, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. For administrative convenience, when and if the annual assessments are increased in accordance with the procedures set forth herein, the increases shall be rounded off to the next higher dollar amount.

The Board of Directors shall determine and fix the amount of the assessment annually, and shall submit a copy of the annual proposed budget to the Unit Owners at least thirty (30) days before its adoption by the Board of Directors at a meeting of the Council of Unit Owners scheduled for that purpose. Assessment shall be made against the Unit Owners in proportion to their percentage interest in the common expenses and common profits. The budget shall be adopted by the Board of Directors at an open meeting of the Council of Unit Owners and shall become effective unless disapproved at the meeting by a vote of at least a majority of the total votes of all Unit Owners eligible to vote.

The annual budget shall provide for at least the following items: (1) income; (2) administration; (3) maintenance; (4) utilities; (5) general expenses; (6) reserves; (7) capital items. In addition, the initial budgets shall include the contributions equal to two (2) months assessments paid by each Unit Owner at the time of the settlement on each Unit between the Declarant and the initial purchaser of each Unit. This sum is not an advance payment of assessments. Until control of the Condominium is transferred from the Declarant, the working capital shall be deposited into a segregated fund without interest to the Condominium. While Declarant is in control of the Council of Unit Owners, the working capital funds shall not be used to defray the Declarant's expenses, reserve contributions, or construction costs or to make up any budget deficits. When unsold units are sold, Declarant may use funds collected to reimburse itself for funds it paid the Corporation for each unsold Unit's share of the working capital fund.

The omission of the Board of Directors, before the expiration of any assessment period, to fix the assessments hereunder for that or the next period, or the rejection of the proposed budget shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any Unit Owners from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment is fixed at the rate for the current year until the procedure set forth above is complied with. No Unit Owner may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the Common Elements or by abandonment of any Condominium Unit belonging to him. Declarant shall be entitled to deduct from any assessments owed by it for Units it has legal title to, any sums expended by it on account of the budgeted items for which the assessments are being collected.

Section 2. Special Assessments. In addition to the regular assessments authorized by this Article, the Corporation may levy in any assessment year subsequent to the first year, a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement, of a described capital improvement located upon the General Common Elements, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate provided that any such assessment shall have the assent of the members representing a majority of the total of the Council of Unit Owners. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting. The Declarant shall not be responsible for, or to pay any special assessment so levied until such time as a Unit to which he retains legal title becomes occupied for residential use, not including use of any Units as a model or demonstrator.

Section 3. Non-Payment of Assessments--Statement of Condominium Lien. Any assessment levied pursuant to the Declaration or these By-Laws, and any installment thereof, which is not paid on the date when due shall be delinquent and shall entitle the Corporation to claim the amount of such assessment, together with interest thereon, late charges as set out below, the actual costs of collection thereof, and reasonable attorney's fees, as a lien on the Condominium Unit against which it is assessed; provided, however, that such lien shall be effective only after a Statement of Condominium Lien is recorded among the Land Records of Prince George's County, Maryland, after notice of the amount due and of the Unit Owner's right to a hearing, all pursuant to Subsection 11-110(d) of the Condominium Act, and Subsection 14-201, *et. seq.*, of the Real Property Article of the Annotated Code of Maryland (Maryland Contract Lien Act), both as amended from time to time, and further provided that the Statement of Condominium Lien states the description of the Condominium Unit, the name of the Unit Owner of record, and the amount due. Any such Statement of Condominium Lien shall be in substantially the following form or as may otherwise be required by Title 14, Subtitle 2, Real Property Article of the Annotated Code of Maryland, as amended from time to time.

STATEMENT OF CONDOMINIUM LIEN

THIS IS TO CERTIFY that the property described as Unit No. _____, in "The Oaks At Sixty-Fifth Condominium, II" is subject to a lien under Title 14, Subtitle 2 of the Real Property Article, Maryland Annotated Code, in the amount of \$_____. The property is owned by _____.

I HEREBY AFFIRM under the penalty of perjury that notice was given under Section 14-203(a) of the Real Property Article, and that the information contained in the foregoing Statement of Condominium Lien is true and correct to the best of my knowledge, information and belief.

Name of Party Claiming Lien

The Statement of Condominium Lien shall be signed and verified as required in Title 14, Subtitle 2, Real Property Article of the Annotated Code of Maryland, as amended from time to time by any officer of the Council of Unit Owners, or any duly authorized agent, attorney, or other person duly authorized by the Board of Directors of the Council of Unit Owners for such purpose.

Upon recordation of the Statement of Condominium Lien as aforesaid, the Lien shall bind the Condominium Unit described in the Statement of Condominium Lien in the hands of the Unit Owner, his heirs, successors, devisees, personal representatives and assigns. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the voluntary grant for which a Statement of Condominium Lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. The personal obligation of the Unit Owners to pay the assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, together with actual costs of collection, interest, late charges and reasonable attorney's fees, may be maintained without foreclosure or waiving the lien established by the Statement of Condominium Lien to secure payment of such assessment. In determining the reasonableness of attorney's fees to be awarded, the courts are requested to recognize the many requirements of these documents and Maryland law involved in obtaining a lien and/or judgment; that the costs of collection, including attorney's fees, frequently exceed the amounts of unpaid assessments; and the need of the Council of Unit Owners to recover from the defaulting Unit Owner all of its expenses incurred in attempting to collect the unpaid assessments and other charges. Upon full payment of the amount for which the lien is claimed, including payment of a fee for preparation and recording of the lien or order of satisfaction, the Unit Owner shall be entitled to a recordable satisfaction of the lien.

Any assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, which is not paid within fifteen (15) days after it is due, shall be subject to a late charge of Fifteen Dollars (\$15.00), or one-tenth (1/10th) of the total amount of any delinquent assessment or installment, whichever is greater, or for any other greater sum authorized by the Maryland

Condominium Act as amended from time to time. If the monthly or other periodic installments of annual assessments are not paid when due, the Council of Unit Owners may demand payment of the remaining annual assessment coming due within that fiscal year provided it does so in compliance with Section 11-110(e)(3) of the Maryland Condominium Act, as amended from time to time. All unpaid assessments shall bear interest at the rate not to exceed eighteen percent (18%) per annum or such higher rate as permitted by the Maryland Condominium Act, as amended from time to time, and the Corporation may bring an action for damages against the member personally obligated to pay the same, or foreclose the lien against the member in the manner now or hereafter provided for in the foreclosure of mortgages, deeds of trust, or other liens on real property in the State of Maryland, containing a power of sale or an assent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs, commissions and reasonable attorney's fees shall be added to the amount of each assessment. Suit for any deficiency following foreclosure may be maintained in the same proceeding.

In the event any proceeding to foreclose the lien for any assessment due the Corporation pursuant to this Article is commenced with respect to any Condominium Unit or Units in the Condominium, then the Owner of such Condominium Unit or Units, upon resolution of the Board of Directors, may be required to pay a reasonable rental for such Unit or Units, and the Corporation shall be entitled to the appointment of a receiver to collect the same.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Corporation, including any installment thereof which becomes delinquent, in any prominent location within the Condominium.

Section 4. Assessment Certificates. The Corporation shall, upon demand at any time, furnish to any member liable for any assessment levied pursuant to these By-Laws (or any party legitimately interested in the same) a certificate in writing signed by an officer or agent of the Corporation, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Corporation for each certificate so delivered except that no charge shall be levied against any institutional mortgagee of any Condominium Unit in the Condominium which requests such a certificate.

Section 5. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessments levied pursuant to the Declaration and/or these By-Laws, or any other installment thereof, except as to the Declarant as set forth in Section 1 of this Article IX, the entire balance of said annual assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full, provided the Board of Directors complies with the procedures for acceleration set forth in the Maryland Condominium Act, as amended from time to time.

Section 6. Priority of Lien. The lien established by the Corporation by a Statement of Condominium Lien as hereinbefore provided, shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- a. General and special assessments for real estate taxes on the Condominium Unit, and
- b. The lien of any bona fide deed of trust, mortgage, or other encumbrance duly recorded and encumbering the Condominium Unit prior to the recordation of the Statement of Condominium Lien, or duly recorded on the Condominium Unit after receipt by the holder of any such mortgage (or the holder of the indebtedness or note secured thereby) of a certificate or statement in writing signed by an officer or agent of the Corporation stating that the payment on account of all assessments levied by the Corporation against the Condominium Unit were current as of the date of recordation of such deed of trust, mortgage instrument or other encumbrance.

The lien established by the recordation of a Statement of Condominium Lien, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance duly recorded on the Condominium Unit and made in good faith and for value received, provided, however, that such subordination shall apply only to assessments and installments thereof which have become due and payable prior to taking title under a sale or transfer of the Condominium Unit pursuant to a foreclosure or any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any other purchaser who acquired title, shall take the Condominium Unit free of any claims for unpaid common expense assessments and carrying charges levied against the Condominium Unit which accrued prior to the time such holder comes into possession of the Condominium Unit or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid common expenses assessments and carrying charges resulting from a re-allocation of the Condominium Units in the Condominium. Such foreclosure shall not relieve the mortgagee in possession or the purchaser who acquires title from any liability for any common expense assessments and carrying charges thereafter becoming due or from the lien established by the recordation of a Statement of Condominium Lien with respect to any common expense assessments and carrying charges thereafter becoming due.

No amendment to this Section shall affect the rights of the holder of any such deed of trust, mortgage, or other encumbrance recorded prior to the recordation of such amendment unless the holder of such deed of trust, mortgage, or other encumbrance shall join in the execution of such amendment.

Section 7. Additional Rights of Mortgagees--Notice. The Corporation shall promptly notify the holder of the first mortgage on any Condominium Unit for which any assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof becomes delinquent for a period in excess of thirty (30) days and the Condominium Unit with respect to which any provisions of the Declaration or these By-Laws remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the priorities established

by this Article, the validity of any assessment levied pursuant to the Declaration or these By-Laws or the validity of any lien to secure the same.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws except after ten (10) days written notice by first class mail, mailed to the holder of the first mortgage on the Condominium Unit which is the subject matter of such suit or proceeding. For the purpose of this Section 7, a notice shall be deemed mailed when it is postmarked and not when it is received.

ARTICLE X Use Restrictions

Section 1. Residential Use. All Condominium Units shall be used for private residential purposes exclusively except for such non-residential uses as may be permitted by the Board of Directors, the applicable zoning ordinance and recorded covenants and restrictions (such as licensed home day care where deemed appropriate). Because of market conditions or for any other reason, the Declarant may lease in lieu of selling any Unit which it owns. Nothing in this Section, or herein elsewhere, shall be construed to prohibit the Declarant from the use of any Condominium Unit which Declarant owns for promotional display purposes as "model Units" or from leasing any Unit or Units which Declarant owns except that Declarant shall nevertheless be bound by the provisions of Section 2 of this Article.

Section 2. Leasing. No portion of a Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein. Any Owner of any Condominium Unit who shall lease such Unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Condominium Unit shall be subject to and subordinate in all respects to the provisions of the Declaration and these By-Laws and to such other reasonable rules and regulations relating to the use of the Common Elements or other "house rules", as the Board of Directors may from time to time promulgate. No Unit may be leased or rented for less than thirty (30) days. A copy of the Declaration and these By-Laws and any other "house rules" shall be retained in the leased Condominium Unit. The provisions of this Section shall not apply to any institutional mortgagee of any Condominium Unit who comes into possession of the Unit by reason of any remedies provided by law, in such mortgage, or as a result of a foreclosure or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Declarant and its agents in connection with the original construction of the Condominium, and except as may be reasonable and necessary in connection with the repair or reconstruction of any portion of the Condominium by the Corporation:

- (a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit shall be used for residential purposes and

for no other purpose, except that a Unit may be used as a professional office or licensed home day care facility, upon the written consent of the Board of Directors provided that such use is consistent with all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction in respect of the Property, and provided further, that as a condition for such consent each such Unit Owner agrees to pay and pays any increase in the rate of insurance for the Property which results from such professional use or licensed home day care. Subject to any limitations established by the Board of Directors and Maryland law, any Owner may use his Unit for licensed home day care or he may use a portion of his Unit for an office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner, and further provided that such uses are previously approved by the Board of Directors, and do not violate applicable zoning ordinances or other provisions of law. Notwithstanding the above, in no event shall any part of the Property be used as a school or music studio. Any home day care provider shall notify the Board of Directors in writing a minimum of sixty (60) days before opening a family day care home in a Unit. The use of a Unit for home family day care may, at any time, be permitted or prohibited, (even if previously operating), by a simple majority of the total eligible voters of the Condominium at a special or annual meeting. The Board of Directors may regulate (including the regulation of the total number of Units which may be used at any one time for home family day care), and charge appropriate fees for providers of home day care in Units in accordance with the provisions of Maryland law, as amended from time to time.

(b) No noxious or offensive trade or activity shall be carried on within any Condominium Unit nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Owners. No nuisances shall be permitted within the Condominium, nor shall any use or practice be permitted which is or becomes a source of annoyance to the members or which interferes with the peaceful use and possession thereof by the members. By way of example and not limitation, examples of nuisances include loud music or noise; loud, frequent and late night parties; use of electrical equipment which interferes with normal television or radio reception.

(c) There shall be no obstruction of any Common Elements. Nothing shall be stored upon any Common Elements, excepting those areas designated for storage of personal property by the Owners of the Condominium Units, without the approval of the Board of Directors. Vehicular parking upon General Common Elements may be regulated by the Board of Directors.

(d) Nothing shall be done or maintained in a Condominium Unit or upon any Common Elements which will increase the rate of insurance on any of the Common Elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. No waste shall be committed upon any Common Element.

(e) No modification, alteration, construction, addition or removal of any Condominium Unit or Common Elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.

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(f) No Unit Owner may post any advertisement, poster or sign of any kind on the exterior of his Unit or in the windows of his Unit, except (i) as expressly permitted by Sub-Section 11-111.2 of the Act; (ii) permitted by the Board of Directors; (iii) in the event the Board of Directors gives its consent to the professional use of a Unit, a suitable sign may be displayed upon the written consent of the Board of Directors; or (iv) when required by law. The right is reserved by the Declarant or its agents to use any unsold Unit or Units for display purposes and to display "For Sale" or "For Rent" signs for unsold Units.

(g) There shall be no violation of any rules for the use of the Common Elements or other "house rules" which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors.

(h) No unlawful use shall be made of any Condominium Unit or any portion of the Common Elements and all laws, zoning and other ordinances, regulations of governmental and other municipal bodies and the like shall be observed at all times.

(i) No recreational vehicles, boats, boat trailers, camping trailers, trucks or motor vehicles of any kind except passenger cars, passenger van-type vehicles, pick-up trucks which do not display commercial lettering or signs, and other vehicles approved by a majority of the Board of Directors shall be parked or stored in or on any Condominium Units or Common Elements except in the area designated for such vehicles and/or boats by the Board of Directors, if any. All approved vehicles must be properly registered, licensed and in operating condition. Nothing herein shall be construed to prevent the Unit Owners from parking such vehicles at the Unit for purposes of servicing, loading or unloading and except as may be permitted by regulations adopted by the Board of Directors. Repairs or extraordinary maintenance of automobiles or other vehicles is prohibited.

(j) No motorized vehicle may be used or maintained on the sidewalks of any Unit and no unlicensed vehicles are allowed on the Property.

(k) Except as expressly required to be allowed by applicable federal law: (a) no antennas, except those installed by the Declarant, may be erected or maintained; (b) no satellite dishes may be installed on the exteriors of buildings. No transmitting, listening or receiving device may be installed or maintained which may or will interfere with the reception of telephone, television, radio or other similar devices within the Condominium.

(l) The Units and Limited Common Elements, including the areas enclosed by privacy fences so designated a Limited Common Elements on the Condominium Plat, must be kept in an orderly condition so as not to detract from the neat appearance of the community. In this regard, no motorcycles, no mopeds or other motor driven vehicles may be parked on the patios, balconies, front entrance ways or the yards. The Board of Directors, in its sole discretion, may determine whether or not Units and Limited Common Elements are orderly. If an owner shall fail to keep his Limited Common Elements orderly, in addition to any other remedy, the Board of Directors may have any objectionable items removed from the Limited Common Elements so as to restore its orderly

appearance, without liability therefore, and charge the Unit Owner for any costs and reasonable attorney's fees incurred in the process.

(m) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon any Common Elements, except that this shall not prohibit the keeping of a maximum of two (2) orderly house pets provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the Common Elements except in those areas designated by the Board of Directors, if any. All pets shall be accompanied by an adult and are to be carried or leashed. Any member who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, and each of its members free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the Property.

(n) No structure of a temporary character, trailer, tent, shack, barn or other out-building shall be maintained upon any Common Element at any time. Permanent outdoor clothes dryers or clothes lines shall not be maintained upon any Common Element at any time. No bird feeders, bird baths, clothing, laundry or the like shall be hung from any part of any Unit or upon any of the Common Elements or from or upon any balcony or patio. Sheds, for storage only, may be permitted upon Limited Common Elements only, but only after submission of complete plans to the Architectural Control Committee and upon its approval, and, provided, the sheds are constructed in the location and manner required by the Architectural Control Committee and maintained, repaired and replaced as required by the Association from time to time. Sheds shall not be converted to living space. Notwithstanding the above, the Board of Directors shall allow such improvements necessary to comply with the laws regarding disabled persons.

ARTICLE XI Architectural Control

Section 1. Architectural Control Committee. Except for the original construction and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, paint, remove or construct any lighting, screen, awnings, patio covers, decorations, fences, hedges, landscaping features, sheds, walls, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any Condominium Unit or upon any of the Common Elements within the project or to combine or otherwise join two or more condominium Units, or to partition the same after combination, or to remove or alter any windows or exterior doors or door or windows trim of any Unit, or to make any change or alteration within any Unit which will alter the structural integrity of the building or otherwise affect the property interest or welfare of any other Unit Owner, materially, increase the cost of operating or insuring the Condominium, or impair any easement, until the complete plans and

specifications, showing the location, nature, shape, height, form of change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the cost of maintaining and insuring the Condominium and harmony of design, color and location in relation to surrounding structures and topography, by the Board of Directors of the Corporation, or by an Architectural Control Committee designated by it. Approval shall be granted to comply with laws regarding disabled persons.

Section 2. Architectural Control Committee - Operation. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Corporation and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Control Committee then the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule of regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. In no event shall the powers and duties herein provided in any way alter or effect the ultimate control or powers of the Board of Directors as provided in these By-Laws.

Section 3. Approvals, etc. Upon approval of the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications as approved shall be deposited among the permanent records of such committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any final plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such final plans and specifications (and all materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action as provided in Section 3 of Article XI) and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval of any particular plans and specifications or design shall not be

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construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications are subsequently submitted for use in other instance.

Section 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structures in accordance with plans and specifications approved by the Architectural Control Committee in accordance with the provisions of this Article, the Architectural Control Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural Control committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of these By-Laws as may be applicable.

Section 6. Rules and Regulations, etc. The Architectural Control Committee shall from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy standards, guidelines, and/or establish such criteria, relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria, or the like shall be construed as a waiver of the provisions of this Article or any other provisions or requirement of these By-Laws. Until such time as the initial rules, regulations and standards for their decision making process are adopted, the Architectural Control Committee shall apply those standards necessary to maintain the physical integrity and aesthetic consistency of the Condominium. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decision of the Architectural Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Architectural Control Committee may appeal the decision of the Architectural Control Committee to the Board of Directors of the Corporation, and, upon request of any member, shall be entitled to a hearing, before the Board of Directors. Disapproval by the Architectural Control Committee shall not be arbitrary or capricious.

Section 7. Enforcement. In addition to any other remedies provided by law or the Declaration or these By-Laws, the Council of Unit Owners by resolution of the Board of Directors may commence in any court of law a proceeding necessary to enforce the decision of the Architectural Control Committee including damages, reasonable attorney's fees, and the seeking of injunctive relief compelling the violator to remove any violation of a decision of the said Board and to reconstruct in accordance with any decision of the Board or to a condition in conformity with the original plans for the Condominium.

ARTICLE XII Insurance

Section 1. Insurance through Board of Directors. The Board of Directors shall obtain and maintain to the extent reasonably available, and pay for with assessments, for the benefit of the respective

Owners and the mortgagees as their interest may appear, and shall provide for the issuance of certificates of insurance to the holders of any blanket mortgage on the Condominium or any individual Unit mortgages, and in accordance with the Maryland Condominium Act, Section 11-114, as amended from time to time, insurance to include at least the following:

(a) Property insurance on the Common Elements and Units, exclusive of improvements and betterments installed in Units by Unit Owners, insuring against all risks of direct physical loss commonly insured against, in amounts determined by the Council of Unit Owners. The casualty or physical damage insurance shall be in an amount equal to the full replacement value (i.e., 100% of the replacement cost, exclusive of land, foundation, and excavation) of the Common Elements and Units (including all Unit service equipment and the like) with an "Agreed Amount Endorsement," or its equivalent, a "Condominium Replacement Cost Endorsement," or its equivalent, and a "Increased Cost of Construction Endorsement," or its equivalent, and a "Contingent Liability from Operation of Building Code Endorsement," "Special Condominium Endorsement," or any equivalent for said endorsements without deduction or allowance or depreciation (as determined annually by the Board of Directors and with the assistance of the insurance company or companies affording such coverage), such coverage to afford protection against at least the following:

(i) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement; and

(ii) Such other risks as shall customarily be covered with respect to common elements and Units within projects similar in construction, location, and use, including, but not limited to, cost of demolition, vandalism, malicious mischief, windstorms, machinery explosion or damage, and flood insurance coverage if the property is in an area identified as having special flood hazards and the sale of flood insurance is available under the National Flood Insurance Act of 1968, and such other insurance as the Board of Directors may from time to time determine; and

(iii) The maximum deductible for the Condominium blanket policy for individual Units shall be the lesser of \$1,000.00, or 1% of the Unit's replacement cost. The Unit Owner shall be responsible for the payment of the deductible pursuant to Article XIII, Section 3 herein; and

(iv) All policies shall name the Corporation as the named insured, or an Insurance Trustee, if appropriate; and

(v) The insurance policies shall require the insurer to notify in writing the Corporation (or Insurance Trustee, if appropriate) (or FNMA servicer, if appropriate), and each first mortgage holder named in the mortgage clause at least ten (10) days before it cancels or substantially changes the Condominium's coverage.

(b) Comprehensive general public liability insurance including medical payment insurance, in such amounts (but not less than \$500,000.00 with respect to any individual, and \$1,000,000.00 with respect to any one accident or occurrence, and \$100,000.00 with respect to any claim for

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property damage), and in such forms as may be considered appropriate by the Council of Unit Owners, including, but not limited to, occurrences commonly insured against for water damage, legal liability, hired automobile, non-owned automobile, liability for property of others, death, bodily injury and any and all other liability incident to the ownership, use or maintenance of the Common Elements or any portion thereof including a "severability of interest" provision or a special endorsement precluding the insurer's denial of a Unit Owner's claim because of negligent acts of the Council of Unit Owners or other Unit Owners; and

(c) Workman's Compensation insurance to the extent necessary to comply with any applicable law; and

(d) A "Legal Expense Indemnity Endorsement" or its equivalent, affording protection for the officers and directors of the Corporation for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or director shall have been a party by reason of his or her services as such; and

(e) The Board of Directors shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers and directors of the Corporation, trustees for the Corporation and such employees and agents of the Corporation who handle or are responsible for the handling of funds of the Corporation. In the alternative, if the Management Agent handles the funds of the Corporation, the Management Agent shall be required to have its own fidelity bond and at its cost, shall provide evidence of the bond to the Board of Directors at least once per year upon any renewal of the bond or more frequently at the request of the Board of Directors. The Council of Unit Owners shall be a named co-insured on the fidelity bond and such written evidence of insurance shall so state. The fidelity bond shall cover the maximum funds that will be in the custody of the Corporation or its management agent, and at a minimum, the fidelity coverage shall at least equal the sum of three (3) months' assessments on all units in the Condominium. Unless financial controls which comply with FNMA are in effect, the bond shall require ten days written notice to the Council of Unit Owners and to each servicer that services a FNMA-owned mortgage in the Condominium before the bond may be canceled or substantially modified.

(f) Flood insurance, if required, and in the form and amount required by HUD, FNMA, FHLMC or VA, from time to time.

(g) The policy or policies of insurance shall provide for at least ten days written notice to the Council of Unit Owners and to each holder of a first mortgage on an individual Unit in the Condominium before the insurer may cancel or substantially modify the policy or policies.

(h) The Council of Unit Owners is hereby irrevocably appointed agent for each Unit Owner, mortgagee of a Unit, and for each Owner of any other interest in the Condominium to purchase the said policies, adjust all claims arising under insurance policies by the Council of Unit Owners, and to execute and deliver releases upon the payment of claims.

(i) The name of the insured under such policies set forth in Subparagraph (a) through (h) above must be set forth in the policies substantially as follows:

"Council of Unit Owners of The Oaks At Sixty-Fifth Condominium, II Association, Inc." for use and benefit of the individual Unit Owners (designated by name if required by law).

(j) The Board of Directors may determine that Unit Owners shall obtain their own insurance for their individual Units, in which case the provisions of Section 2 of Article XII shall apply.

Section 2. Insurance by Unit Owners. If determined by the Board of Directors, each Unit Owner shall obtain and maintain to the extent reasonably available, at least the following:

(a) Casualty or physical damage insurance in an amount equal to the full replacement value (i.e. 100% of the replacement cost, exclusive of land, foundation, and excavation) of the Condominium Unit (including all unit service equipment and the like) with an "Agreed Amount Endorsement," or its equivalent, a "Condominium Replacement Cost Endorsement" or its equivalent, and an "Increased Cost of Construction Endorsement" or its equivalent, and a "Contingent Liability from Operation of Building Code Endorsement" or any equivalents for said endorsements without deduction or allowance for depreciation (as determined annually by the Board of Directors with the assistance of the insurance company or companies affording such coverage), such coverage to afford protection against at least the following:

(i) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement; and

(ii) Such other risks as shall customarily be covered with respect to Units within projects similar in construction, location, and use, including but not limited to, cost of demolition, vandalism, malicious mischief, windstorm, machinery explosion or damage, and flood insurance coverage if the property is in an area identified as having special flood hazards and the sale of flood insurance is available under the National Flood Insurance Act of 1968, and such other insurance as the Board of Directors may from time to time determine.

Each Unit Owner shall provide the Board of Directors written evidence annually of having obtained the required insurance.

Section 3. Improvements and Betterments. Each Unit Owner shall be responsible to obtain insurance for the protection of the improvements and betterments within his or her Unit and personal contents. Unit Owners may purchase at their own expense excess insurance coverage respecting their own individual Unit for public liability and personal property damage.

ARTICLE XIII

Casualty Damage - Reconstruction Or Repair - Condemnation

Section 1. Use of Insurance Proceeds. Except as otherwise provided by the Maryland Condominium Act, in the event of damage or destruction by fire or other casualty of a Unit or of any of the Common Elements, the same shall promptly be repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any casualty not insured against, then the repair or reconstruction of the damage shall be accomplished promptly by the Corporation at its common expense, pursuant and subject to such conditions as defined in Section 4 of this Article, and subject to such controls as the mortgagees may require. The ratable share of the expense of such repairs or reconstruction may be assessed and, in the event any Statement of Condominium Lien is recorded with respect to such assessments, then the lien shall have all the properties provided for in Article IX of these By-Laws. In the event that the proceeds of casualty insurance are paid to any Insurance Trustee pursuant to the requirements of Sub-Section 11-114(d) of the Maryland Condominium Act, then all funds collected from the Unit Owners of the Units pursuant to this Section 2 shall likewise be paid over to such Insurance Trustee and shall be disbursed by such Insurance Trustee in accordance with the provisions of Sub-Section 11-114(d) of the Maryland Condominium Act.

Section 3. Insurance Deductible Where the Damage is Caused by a Unit Owner. Notwithstanding anything to the contrary in Section 2 above, if the cause of any damage to or destruction of any portion of the Condominium (Units or Limited or General Common Elements), originates from a Unit, any insurance deductible related to an insurance claim is the sole responsibility of the Unit Owners who are the Owners of the Unit from which such damage or destruction originated. The Unit Owner responsibility for any such deductible is limited to \$1,000.00 per claim, (or such greater amount as may be permitted by Maryland law, from time to time), and the Council of Unit Owners shall be responsible for the payment from common funds of any portion of the insurance deductible in excess of the \$1,000.00 per claim, (or such lesser amount as may be permitted by Maryland law, from time to time). The Council of Unit Owners shall be responsible for any insurance deductible where the cause of any damage to or destruction of any portion of the Condominium (Units or Limited or General Common Elements), originates from the General or Limited Common Elements.

Any deductible, or portion thereof, that is the responsibility of a Unit Owner which is not paid by that Unit Owner, shall be an additional assessment against that Unit Owner, and shall be collectible against that Unit Owner in the same manner as other unpaid assessments and as set forth in these Bylaws, including as a lien against the Unit or the personal obligation of the Unit Owner.

Section 4. Restoration Not Required. In the event more than two-thirds (2/3rds) of the entire project is substantially damaged or destroyed by fire or other casualty and eighty percent (80%) of the Unit Owners and their mortgagees, including all of the Unit Owners and their mortgagees of the Units so destroyed, do not promptly resolve to proceed with repair or reconstruction, then, and in that event the Condominium shall be deemed to be owned in common by the Owners of all the Units in the

same proportion as that previously established for ownership of appurtenant undivided interests in the Common Elements and the Condominium shall be subject to an action for partition at the suit of any Unit Owner or the holder of any mortgage thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Corporation or its members in common, shall be considered as one fund and shall be divided among the Owners of all of the Units in the same proportion as that previously established for ownership of appurtenant undivided interests in the Common Elements, after first paying out of the share of the Owner of any Unit, to the extent such share is sufficient for the purpose, all liens upon said Unit in accordance with the priority of interests in each Unit.

Section 5. Reconstruction. Notwithstanding anything contained herein to the contrary, if the improvements constructed upon any Unit are destroyed by fire or other casualty to the extent that such improvements are rendered uninhabitable, the Unit Owner may, at his option, elect to use the insurance proceeds from such loss to replace the improvements of such Unit with improvements of like quality, subject to the restrictions and limitations set out in these By-Laws. The plans and specifications for the proposed replacement improvements shall be submitted to the Architectural Control Committee established in Article XI of these By-Laws and shall be reviewed and approved in accordance with the restrictions, limitations, and guidelines set out therein.

Section 6. Condemnation. In the event of condemnation or eminent domain of any or all of the Condominium, the provisions of Section 11-112, or any amendments thereto, of the Maryland Condominium Act shall apply. For condemnation of Common Elements the Council of Unit Owners shall represent the Unit Owners in the proceedings or in negotiations, settlements and agreements, with the proceeds of condemnation being payable to the Council of Unit Owners to be held in trust for the Unit Owners, and Unit Owners, by virtue of taking a deed to a Unit, grant a durable power of attorney to the Council of Unit Owners to act for the Unit Owners, which power of attorney shall survive disability.

ARTICLE XIV Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Council of Unit Owners of the Corporation shall begin on the first day of January every year, except for the first fiscal year of the Corporation which shall begin at the date of incorporation or the date of recording of the Declaration, whichever occurs last. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should condominium practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Corporation shall be kept under the direction of the Treasurer in accordance with sound accounting practices, consistently applied. The same shall include books with detailed account in chronological order, of receipts and of the expenditures affecting the Condominium project and its administration and shall specify the maintenance and repair expenses of the General and Limited Common Elements and service and any other expenses incurred. The amount of any assessment required for payment on any capital

expenditures of the Corporation may, in the discretion of the Board of Directors, be credited upon the books of the Corporation to the "Paid-in-Surplus" account as a capital contribution by the members.

Section 3. Inspection of Books. The books and accounts of the Corporation, vouchers accrediting the entries made thereupon and all other records maintained by the Corporation shall be available for examination by the Unit Owners and their duly authorized agents or attorneys, and to the institutional holder or insurer of any first mortgage on any Condominium Unit and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice. The most recent annual audited financial statement shall be available to prospective purchasers.

Section 4. Execution of Corporation Documents. With the prior authorization of the Board of Directors, all notes and contract shall be executed on behalf of the Corporation by either the President or Vice-President, and all checks shall be executed on behalf of the Corporation by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

ARTICLE XV Amendment

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of Unit Owners representing sixty-seven percent (67%), of the total votes of the Council of Unit Owners and/or Corporation at any meeting of the members duly called for such purpose in accordance with the provisions of Title 11, Real Property Article of the Annotated Code of Maryland, effective only upon the recordation among the Land Records of Prince George's County, Maryland, together with a certificate in writing of the President and Secretary of the Council of Unit Owners stating that the amendment was approved as aforesaid. Amendments may be proposed by the Board of Directors or by Petition signed by Unit Owners representing at least thirty percent (30%) of the total votes of the Condominium. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

ARTICLE XVI Mortgagees

Section 1. Notice to Council of Unit Owners. An Owner who mortgages his Unit shall notify the Council of Unit Owners (through the Management Agent, if any, or the President of the Council of Unit Owners in the event there is no Management Agent) of the name and address of his mortgagee; and the Council of Unit Owners shall maintain such information in a book entitled "Mortgagees of Units." "Mortgagees" as used herein shall be construed to include any lender whose indebtedness is secured by a Deed of Trust or Mortgage recorded among the Land Records of Prince George's County, Maryland.

Section 2. Rights of Mortgagees (FHLIC Requirements). In addition to other requirements of the Declaration and By-Laws and except as provided by Statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium regime, unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) and owners (other than Developer) of the individual Condominium Units have given their prior written approval, the Council of Unit Owners shall not be entitled to:

- (a) by act or omission seek to abandon or terminate the Condominium regime;
- (b) change the prorata interest or obligations of any individual Condominium Unit (other than contemplated expansion) for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or determining the prorata share of ownership of each Condominium Unit in the Common Elements;
- (c) partition or subdivide any Condominium Unit;
- (d) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause.);
- (e) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property.

Section 3. Additional Rights of Mortgagees (FNMA Requirements).

(a) In addition to the above, no amendment of a material nature of the Declaration, Plats, these By-Laws (including any House Rules adopted pursuant to law or these By-Laws or other Condominium Documents) may be made unless approved by at least sixty-seven percent (67%) of the total votes appurtenant to all Units in the Condominium (unless a greater vote is required by law, in which case the greater vote shall be required) and approval is obtained from eligible mortgage holders representing at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages held by eligible holders. A change to any of the following would be considered as material:

- (i) Voting rights;
- (ii) Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- (iii) Reduction in reserves for maintenance, repair and replacement of Common Elements;

- (iv) Responsibility for maintenance and repairs;
 - (v) Reallocation of interests in the General or Limited Common Elements, or rights to their use (other than contemplated expansion);
 - (vi) Redefinition of any Unit boundaries;
 - (vii) Convertibility of Units into Common Elements or vice versa;
 - (viii) Expansion (other than the inclusion of additional legal phases), or contraction of the project, or the addition, annexation or withdrawal of property to or from the project;
 - (ix) Hazard or fidelity insurance requirements;
 - (x) Imposition of any restrictions on the leasing of Units;
 - (xi) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
 - (xii) A decision by the Council to establish self management if professional management had been required previously by the project's documents or by an eligible mortgage holder;
 - (xiii) Restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents; or
 - (xiv) Any provisions that expressly benefit mortgage holders, insurers, or guarantors.
- (b) When Unit Owners are considering termination of the legal status of the Condominium regime for reasons other than substantial destruction or condemnation of the property, the eligible mortgage holders representing at least sixty-seven percent (67%) of the votes of the mortgaged Units must agree.
- (c) "Eligible mortgage holders" means those holders of a first mortgage on a Unit estate who have requested the Council of Unit Owners to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders.
- (d) If any addition or amendment is not considered as a material change -- such as the correction of a technical error or the clarification of a statement -- approval may be assumed when an eligible mortgage holder fails to submit a response to a written proposal for an amendment within thirty (30) days after the proposal is made, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

(e) The holder, insurer or guarantor of the mortgage on any Unit in the project is entitled to timely written notice of:

(i) any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;

(ii) any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;

(iii) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owner's association; and

(iv) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

(f) To obtain the information required by paragraph (e) above, the mortgage holder, insurer or guarantor shall send a written request to the Council of Unit Owners, stating both its name and address and the unit number or address of the Unit it has the mortgage on.

(g) Upon written request, the Council of Unit Owners shall provide any holder, insurer or guarantor of any first mortgage with an audited statement of the financial affairs of the Council of Unit Owners prepared by an independent certified public accountant.

Section 4. Unpaid Assessments. The Council of Unit Owners may report to a mortgagee of a Unit any unpaid assessment due from the Owner of the Unit, and take such other steps as it may deem reasonable to give notice of the nonpayment of such assessment. Further, upon the request of any mortgagee of a Unit, the Council of Unit Owners shall give written notification to the mortgagee of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under the Declaration, these By-Laws, and the related Condominium documents, which default is not cured within sixty (60) days.

Section 5. Examination of Books. Owners, first mortgagees, insurers and guarantors of first mortgages of Units shall have the right to examine the books and records of the Council of Unit Owners during normal business hours or under other reasonable circumstances.

Section 6. FHLMC Notice. Upon request, the Council of Unit Owners will give the Federal Home Loan Mortgage Corporation ("FHLMC") notice (care of Servicer or Servicer's address) in writing of any loss to, or taking of, the Common Elements of the Condominium if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00).

Section 7. Conflict. In the event of any conflict in the provisions of this Article XVI, regarding the required votes, the provisions requiring the highest votes of Unit Owners and mortgagees shall apply.

Section 8. Compliance With Law. Whenever in the Declaration or these By-Laws approval of a mortgagee or mortgagees is required, such approval shall be necessary only to the extent it is required by or consistent with the Maryland Condominium Act.

ARTICLE XVII Parking Spaces

All parking areas within the Condominium regime shall be considered part of the General Common Elements. Parking on the General Common Elements may be regulated by the Board of Directors in its sole discretion, including the temporary assignment of spaces to handicapped persons to accommodate their current needs, and the spaces so assigned may be changed by the Board of Directors from time to time as circumstances change. Parking spaces shall be used on a "first come, first serve" basis. No vehicle belonging to any Unit Owner, or to any guest or employee of any Unit Owner, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any parking space on the General Common Elements not being used by that Unit Owner.

Each Unit Owner shall comply in all respects with such supplementary rules and regulations which are not inconsistent with the provisions of these By-Laws which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the Property, and the Board of Directors is hereby, and elsewhere in these By-Laws, authorized to adopt such rules and regulations.

ARTICLE XVIII Federal Home Loan Mortgage Corporation And Federal National Mortgage Association And Veterans Administration

It is the intention of the Association that these By-Laws conform to the rules, regulations, guidelines, standards, and procedures, as may from time to time be promulgated by both the Federal Home Loan Mortgage Corporation ("FHLMC"), and the Federal National Mortgage Association ("FNMA"), and the Veterans Administration ("VA") with respect to condominium projects approved by FHLMC, FNMA and VA. Accordingly, to the extent there should exist any inconsistency between these By-Laws and any provision required by FHLMC and/or FNMA and/or VA to be contained herein, then the applicable requirements of FHLMC and/or FNMA and/or VA shall be deemed controlling and a part of these By-Laws.

ARTICLE XIX Compliance - Interpretation - Miscellaneous

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of Title 11, Real Property Article of the Annotated Code of Maryland, as amended.

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of Title 11, Real Property Article of the Annotated Code of Maryland. All of

the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statute. In the event of a conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of a conflict between the aforesaid Declaration and Title 11, Real Property Article of the Annotated Code of Maryland the provisions of the statute shall control.

Section 3. Resident Agent. John T. Attilis, a citizen and resident of the State of Maryland, with an address of 6502 Grason Court, Bowie, MD 20715, shall be designated as the Resident Agent, the person authorized to accept service of process in any action relating to the Council of Unit Owners and/or the Corporation or to the Common Elements. The Resident Agent, Council of Unit Owners, its officers and directors, shall file documents required pursuant to Section 11-119 of the Maryland Condominium Act.

Section 4. Liability of Unit Owners. Except in proportion to the percentage interest in the Common Elements, no Unit Owner is personally liable (i) for damages as a result of injuries arising in connection with the Common Elements solely by virtue of his ownership of a percentage interest in the Common Elements; or (ii) for liabilities incurred by the Council of Unit Owners or the Corporation.

Section 5. Remedies for Violations Against Unit Owners and/or Members. If any Unit Owner fails to comply with the Maryland Condominium Act, the Declaration or By-Laws, or such "house rules" as are properly adopted by the Board of Directors from time to time, the Unit Owner may be sued for damages caused by such failure or for injunctive relief, or both, by the Council of Unit Owners and/or the Corporation, its Board of Directors, and by any other Unit Owner. Unit Owners have the reciprocal right to seek enforcement of these By-Laws against the Council of Unit Owners. By acceptance of a deed, the Unit Owners alleged to be in violation shall be responsible for reasonable attorneys' fees and court costs incurred by any party for remedying any violation of the Maryland Condominium Act, the Declaration, these By-Laws, or such "house rules" by such Unit Owner or Owners.

Section 6. Contract Purchasers and Lessees. Nothing in the Declaration and these By-Laws shall be deemed in any way to condition the effectiveness of any action upon consent thereto or joinder therein of the Unit Owner of record.

Section 7. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

Section 8. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 9. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be determined to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 10. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 11. Gender, etc. Whenever in these By-Laws and context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

WITNESS:

Beth Ann A. Spano

THE OAKS AT SIXTY-FIFTH
CONDOMINIUM, II ASSOCIATION, INC.

By: *John T. Attiliis* (SEAL)
John T. Attiliis, President of
The Oaks At Sixty-Fifth
Condominium, II Association, Inc.

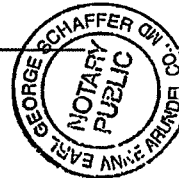
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STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, to wit:

I HEREBY CERTIFY that on this 20th day of February, 2002, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared John T. Attiliis, President of The Oaks At Sixty-Fifth Condominium, II Association, Inc., and he acknowledged these By-Laws to be the act of The Oaks At Sixty-Fifth Condominium, II Association, Inc.

AS WITNESS my hand and Notarial Seal.

George Schaffer
Notary Public



My Commission Expires: 9/1/02

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EXHIBIT "C"

**TO THE DECLARATION OF
THE OAKS AT SIXTY-FIFTH CONDOMINIUM, II**

**PERCENTAGE INTERESTS IN COMMON
ELEMENTS AND PERCENTAGE INTERESTS
IN COMMON EXPENSES AND
COMMON PROFITS AND VOTING RIGHTS**

A. Each Condominium Unit Owner shall have the percentage interest in the Common Elements and in the Common Expenses and Common Profits of the Condominium as shown on the following tables. The Phases described below are as shown on Sheet 1 of the Condominium Plat as defined in the Declaration, and includes the initial Condominium and all Phases of expansion described in the Declaration. During the initial Phase (Phase 6, Building 6), each Condominium Unit Owner of each Condominium Unit shall have an undivided percentage interest in the Common Elements, Common Profits and Common Expenses as follows:

<u>Phase</u>	<u>Percentage Interest Per Unit</u>
Building No. 6 Condominium Units Numbers 6-A, 6-B, 6-C, 6-D, 6-E and 6-F.	1/6th

B. As each subsequent Phase is added to the Condominium, the Percentage Interest in the Common Elements, Common Profits and Common Expenses shall be calculated as follows:

The Percentage Interest in the Common Elements, Common Profits and Common Expenses for each Condominium Unit shall be a fraction, the numerator of which shall always be the number one (1), and the denominator of which shall be the number of Condominium Units in all Phases that have been subjected to the Condominium Declaration including the number of Condominium Units in the Phase currently being added to the Condominium.

For example, if Phase 13, Building No. 13, with six (6) Condominium Units is the second Phase to be added to the existing Condominium of six (6) Condominium Units, for a total of twelve (12) Condominium Units, the Percentage Interest in the Common Elements, Common Profits and the Common Expenses of each Condominium Unit shall be: 1/12.

In the event all anticipated sixty-three (63) Condominium Units are added to the Condominium, then each Condominium Unit would have a Percentage Interest in the Common Elements, Common Profits and Common Expenses of 1/63.

C. Future Phases, which may be added in any order as determined by the Declarant, shall be designated as follows:

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a. Phase 7, one (1) building, Building 7, with six (6) Condominium Units designated as Units 7-A, 7-B, 7-C, 7-D, 7-E and 7-F.

b. Phase 8, one (1) building, Building 8, with six (6) Condominium Units designated as Units 8-A, 8-B, 8-C, 8-D, 8-E and 8-F.

c. Phase 9, one (1) building, Building 9, with six (6) Condominium Units designated as Units 9-A, 9-B, 9-C, 9-D, 9-E and 9-F.

d. Phase 10, one (1) building, Building 10, with six (6) Condominium Units designated as Units 10-A, 10-B, 10-C, 10-D, 10-E and 10-F.

e. Phase 11, one (1) building, Building 11, with six (6) Condominium Units designated as Units 11-A, 11-B, 11-C, 11-D, 11-E and 11-F.

f. Phase 12, one (1) building, Building 12, with six (6) Condominium Units designated as Units 12-A, 12-B, 12-C, 12-D, 12-E and 12-F.

g. Phase 13, one (1) building, Building 13, with six (6) Condominium Units designated as Units 13-A, 13-B, 13-C, 13-D, 13-E and 13-F.

h. Phase 14, one (1) building, Building 14, with six (6) Condominium Units designated as Units 14-A, 14-B, 14-C, 14-D, 14-E and 14-F.

i. Phase 15, one (1) building, Building 15, with eight (8) Condominium Units designated as Units 15-A, 15-B, 15-C, 15-D, 15-E, 15-F, 15-G and 15-H.

The maximum number of Condominium Units in the Condominium will be sixty-three (63).

D. Each Condominium Unit Owner shall be authorized to cast one (1) vote for each Condominium Unit owned by said Unit Owner. As each new Phase is added, each Unit Owner shall continue to have one (1) vote for each Condominium Unit owned by said Unit Owner.

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CC&Rs

The Oaks at Sixty-Fifth Condominium II Association Inc.

This document is currently either not available or not applicable for this association.

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Condominium Declaration
The Oaks at Sixty-Fifth Condominium II Association Inc.

DECLARATION

OF

THE OAKS AT SIXTY-FIFTH CONDOMINIUM, II

THIS DECLARATION made and entered into in Prince George's County, State of Maryland, this day of , 200__, by Image Development Corporation, a Maryland Corporation, hereinafter referred to as "Declarant".

WHEREAS, Image Development Corporation, Declarant, is the owner in fee simple of a certain parcel of ground being more particularly set forth on Exhibit "A" attached hereto and hereinafter referred to as the "Property"; and

WHEREAS, the Declarant is the owner of certain property which property is intended to constitute a condominium pursuant to Title 11, Section 11-101, et. seq., of the Real Property Article, Annotated Code of Maryland (1996 Repl. Vol.), as from time to time amended (herein referred to as the Maryland Condominium Act), and it is the desire and intention of the Declarant to divide said property and the improvements thereon into Condominium Units and Common Elements, as defined in Article I, Section 1 of this Declaration, and to sell and convey the same together with the existing and future rights, title, interests and benefits appertaining thereto, and subject to the covenants, restrictions, uses, limitations, reverters, obligations, easements, equitable servitudes, charges and liens, including the terms and provisions of the By-Laws of The Oaks At Sixty-Fifth Condominium, II Association, Inc. (hereinafter referred to as the "By-Laws"), which are declared and agreed to be in aid of a plan for the improvement of the Property all as hereinafter set forth, each of which is for the benefit of and is binding upon said Property, the subsequent owners and mortgagees thereof; and

WHEREAS, prior to the acquisition of the Property by Declarant, the Property was owned by an entity named Capitol Knolls Limited Partnership, a Maryland Limited Partnership, ("Capital Knolls"). Capitol Knolls recorded a declaration, exhibits and plats to form a condominium regime known as "The Oaks At Sixty-Fifth Condominium", which was to be an expandable condominium with a maximum of 96 residential condominium units. Capitol Knolls included 4 buildings and a total of 27 units into that condominium after which it did not further expand that condominium. That condominium was then subsequently further expanded to include 6 additional units bringing the total to 33 units. (That condominium regime is hereinafter sometimes referred to as the "Existing Condominium"); and

WHEREAS, Declarant of this Condominium subsequently acquired the remaining land which was not included in the expansion of the Existing Condominium and is, by this Declaration, forming a new expandable condominium regime to consist of a maximum of 63 residential units built on the remaining land; and

WHEREAS, the Existing Condominium and this new condominium regime share certain common interests, including, but not limited to the use of recreation areas and certain parking facilities and drainage facilities; and

WHEREAS, simultaneously with the recordation hereof, the Declarant is filing for record in the Office of the Clerk of the Circuit Court for Prince George's County, Maryland, a certain Plat dated _____, 2001, entitled "Master Plat" and "Phase 6, Building 6, **The Oaks At Sixty-Fifth Condominium, II**" (hereinafter referred to as the "Condominium Plat"), which Condominium Plat, consisting of _____ () sheets is recorded in the Land Records of Prince George's County, Maryland, in Plat Book _____, pages _____, or intended to be so recorded; and

WHEREAS, the Declarant reserves the right to expand this Condominium by subjecting all or any part of the property as shown on the Condominium Plat as expandable phases, such expansion to take place pursuant to the provisions of Section 11-120 of the Maryland Condominium Act; and

WHEREAS, the Declarant desires and intends by the recordation of this Declaration and the aforementioned Condominium Plat to subject the Property described on Exhibit "A" together with the improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, to the provisions of the Maryland Condominium Act as a condominium to be known as "The Oaks At Sixty-Fifth Condominium, II"; and

NOW, THEREFORE, the Declarant hereby declares that the Property described on Exhibit "A" attached hereto, such Property having been shown on those certain plats entitled "Master Plat" and "Phase 6, Building 6, The Oaks At Sixty-Fifth Condominium, II" dated _____, 200__, and recorded or intended to be recorded simultaneously herewith, is submitted to the condominium regime herein established and as provided for by the Maryland Condominium Act, Section 11-101, et. seq., Real Property Article, Annotated Code of Maryland, as now in effect and as amended from time to time, which condominium regime shall be hereinafter referred to as the "Condominium". The Declarant reserves the irrevocable right for a period of ten(10) years from the date hereof to add to the said Condominium all or part of the units and common elements which are constructed and as are hereinafter more fully set forth.

The Condominium hereby submitted is located in Prince George's County, State of Maryland, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or encumbered, together with the existing and future rights, title, interests and benefits appertaining thereto, and subject to the covenants, restrictions, uses, limitations, reverters, obligations, easements, equitable servitudes, charges and liens, hereinafter sometimes referred to as "Covenants and Restrictions" hereinafter set forth, including the provisions of the By-Laws of the Council of Unit Owners of the Condominium (attached hereto as Exhibit "B", and by this reference incorporated herein), all of which are declared and agreed to be in aid of a plan for improvement of said Property, and the division thereof into Condominium Units and Common Elements, and shall be deemed to run with and bind the land, and shall inure to the benefit of and

be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning any interest in said Property and improvements including, without limitation, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

ARTICLE I

Section 1. Definitions. Unless the context shall plainly require otherwise, the following words when used in this Declaration and/or any and all Exhibits hereto shall have the following meaning:

a. "The Act" or "the Maryland Condominium Act" means Title 11 of the Real Property Article of the Annotated Code of Maryland, Chapter 246 of the Laws of Maryland 1981, and shall include any revisions thereof and amendments and supplements thereto which are enacted subsequent to the date of this Declaration and which are not consistent with the provisions hereof.

b. "Unit" or "Condominium Unit" means a three (3) dimensional area, as hereinafter and on the Condominium Plat is described and identified, having access to a public way or thoroughfare via the common elements and easements hereinafter granted and reserved and shall include all improvements contained within that area except those excluded in this Declaration and reserved as part of the Common Elements, and shall include such additional improvements and areas set forth in this Declaration and/or shown on the Condominium Plat.

The spaces containing the individual Condominium Units are defined in Article V, Section 5, hereof, and such definition is incorporated herein.

c. "Condominium" means the property now or hereafter subject to the condominium regime under the Maryland Condominium Act by this Declaration or any amendments hereto.

d. "Declarant" means the Developer as defined by Section 11-101(g) of the Real Property Article, as amended from time to time. The terms Declarant and Developer are used interchangeably in this Declaration. Declarant includes its successors and assigns.

e. "Unit Owner" or "Unit Co-Owner", means any person, group of persons, corporation, trust or other legal entity or any combination thereof, which owns a Condominium Unit within the Condominium; provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which hold or holds such interest solely as security for the performance of any obligation shall not be an owner.

f. "Council of Unit Owners" is the incorporated body that governs the affairs of the Condominium and is comprised of all Unit Owners which has been incorporated by the Articles of Incorporation and is hereafter sometimes referred to in this Declaration and the By-Laws as the "Corporation".

g. "Common Elements" means both General Common Elements and Limited Common Elements, as hereinafter and on the Condominium Plat are described and identified, and shall include all of the Condominium except the Condominium Units.

h. "Common Expenses and Common Profits" shall mean the expenses and profits of the Council of Unit Owners and as more fully set forth in this Declaration and the By-Laws and Percentage Interests attached hereto as Exhibit "B" and Exhibit "C", both of which are incorporated herein by reference.

i. "Maryland Contract Lien Act" means Title 14, Subtitle 2 of the Real Property Article, Annotated Code of Maryland.

j. "Mortgage" shall mean any mortgage or deed of trust encumbering any Unit, and any other security interest therein which exists by virtue of any other form of security instrument or arrangement which is used from time to time in the locality of the Condominium (including by way of example rather than of limitation, any such other form of security arrangement which arises under any deed of trust, sale and leaseback documents, lease and leaseback documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the provisions of the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

k. "Phase" means each addition to the Condominium of which Phase 6 includes the land and Building number 6 as described on Exhibit "A", and Phases 7 through 15 which include the expandable land and buildings numbered 7 through 15.

l. "Record" means place on record pursuant to the laws of this State and the affected political subdivision related to the recording of deeds and plats.

m. Any term to which meaning is specifically ascribed by any provisions of this Declaration, and which is used in the Maryland Condominium Act shall, whenever possible, be construed in a manner which is consistent with any construction of such term so used in the Act. Where such consistency of construction is not possible, the definitions herein above set forth shall govern to the extent allowed by law.

ARTICLE II

Section 1. Property Subject To Declaration. The real property which is, and shall be held, conveyed, divided or subdivided, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Lanham, Prince George's County, State of Maryland, and is that certain parcel of ground being known and designated and described as Phase 6, Building 6 on the Condominium Plat entitled "The Oaks At Sixty-Fifth Condominium, II",

recorded or intended to be recorded simultaneously herewith and more particularly described in Exhibit "A" attached hereto and made a part hereof.

Section 2. Property That May In The Future Be Subjected To The Declaration.

The real property which may in the future be made a part of The Oaks At Sixty-Fifth Condominium, II, and which shall be subject to this Declaration and the By-Laws are Phases 7 through 15, respectively, as generally shown on the Condominium Plat, (sometimes herein referred to as "Expandable Property").

Section 3. Condominium Plat. The Condominium Plat is incorporated herein by this reference and is made a part of this Declaration.

Section 4. The Name Of The Condominium. This Condominium shall be known as "The Oaks At Sixty-Fifth Condominium, II".

ARTICLE III

Section 1. The Condominium Project And Building. The Condominium Project hereby established shall consist of the parcel of land herein described on Exhibit "A" attached hereto, and the improvements consisting of one (1) building, Building 6 consisting of Six (6) Condominium Units, all of which improvements have been constructed and are more fully described on the plats and plans incorporated herein by reference filed among the Plat Records of Prince George's County, Maryland, simultaneously with the recording of this Declaration. The architectural style of the Units is piggy back townhouse, traditional.

The building in Phase 6 contains six (6) Townhouse Condominium Units designated as follows:

Building 6: Units 6-A, 6-B, 6-C, 6-D, 6-E and 6-F.

Each Condominium Unit has three (3) floors, each Condominium Unit being two (2) or three (3) stories, all as shown on the Condominium Plat located in said building as shown thereon.

Section 2. Expansion. The expandable portion of the Condominium, Phases 7 through 15 ("Expandable Property") may consist of nine (9) buildings with Condominium Units and Common Elements as generally shown on the Condominium Plat.

a. Phase 7, one (1) building, Building 7, with six (6) Condominium Units designated as Units 7-A, 7-B, 7-C, 7-D, 7-E and 7-F.

b. Phase 8, one (1) building, Building 8, with six (6) Condominium Units designated as Units 8-A, 8-B, 8-C, 8-D, 8-E and 8-F.

c. Phase 9, one (1) building, Building 9, with six (6) Condominium Units designated as Units 9-A, 9-B, 9-C, 9-D, 9-E and 9-F.

d. Phase 10, one (1) building, Building 10, with six (6) Condominium Units designated as Units 10-A, 10-B, 10-C, 10-D, 10-E and 10-F.

e. Phase 11, one (1) building, Building 11, with six (6) Condominium Units designated as Units 11-A, 11-B, 11-C, 11-D, 11-E and 11-F.

f. Phase 12, one (1) building, Building 12 , with six (6) Condominium Units designated as Units 12-A, 12-B, 12-C, 12-D, 12-E and 12-F.

g. Phase 13, one (1) building, Building 13, with six (6) Condominium Units designated as Units 13-A, 13-B, 13-C, 13-D, 13-E and 13-F.

h. Phase 14, one (1) building, Building 14 , with six (6) Condominium Units designated as Units 14 -A, 14-B, 14-C, 14-D, 14-E and 14-F.

i. Phase 15, one (1) building, Building 15, with eight (8) Condominium Units designated as Units 15-A, 15-B, 15-C, 15-D, 15-E, 15-F, 15-G and -15-H.

The maximum number of Condominium Units in the Condominium will be sixty-three (63).

ARTICLE IV

Section 1. General Common Elements. The "General Common Elements" of this Condominium shall mean all of the Condominium except the Condominium Units and the Limited Common Elements, which shall be available for the use by all Unit Owners, and shall include without limitation:

a. That portion of the land described in Exhibit "A" attached hereto, which is not otherwise described or shown on the Plat or in this Declaration as a Unit or Limited Common Element; and

b. The foundations, bearing walls, perimeter walls, main walls, roofs, parking areas (other than those designated as Limited Common Elements on the Condominium Plats), storm water management facilities and equipment appurtenant thereto, landscaping, columns, girders, beams, supports, stairs and/or hallways or corridors (not located within any Unit), and communication ways; and

c. The compartments or installations of central services such as power, light, gas, water, sewer, telephone, including tanks, pumps, motors, fans, compressors, pipes, valves, controls or other similar equipment to be used in common (unless designated to serve only one Unit), hot and cold

water pumps and lines, sanitary and storm water systems, and the like (unless designated to serve only one (1) Condominium Unit), and provided, however, that all fireplace flues and chimneys constructed by the Declarant shall be deemed Limited Common Elements appurtenant to the Unit(s) which such flues or chimneys serve and/or benefit); and

c. All facilities located under the ground unless serving an individual Unit or otherwise defined by this Declaration or the Condominium Plat as part of the Units or as Limited Common Elements; and

d. At the ground level and extended from there upwards, all of the area of said premises not included in the Condominium Units as hereinbefore described, or described as Limited Common Elements or so shown on the Condominium Plat as Limited Common Elements. Such General Common Elements shall include, but not be limited to, sidewalks and walkways (located on General Common Elements) other than lead walks to individual Units (which are part of the Limited Common Elements); and

e. For piggy back Units, the space between the drywall (gypsum) forming the upper boundary of a lower Unit and the underside of the flooring of the above Unit, and the space above the drywall (gypsum) of the ceiling of a Unit and including the attic, roof joists and all roofing materials and structures, including but not limited to roof underlayment and shingles, and such other areas as shown on the Condominium Plats; and

f. Exterior siding, gutters and down spouts; and

g. Fences on General Common Elements, if any; and

h. Retaining walls on General Common Elements, if any; and

i. Swails on the General Common Elements; and

j. **Recreation area shown on the Condominium Plat; and**

k. If a central system, television antennas serving each building, and the main antenna cable (not including the antenna cable from each Condominium Unit to the main antenna cable which are parts of the Condominium Units); and

l. All areas and facilities shown on the Condominium Plat hereinbefore described, including, without limitation, easements, designated streets, drives, parking areas (except those designated as Limited Common Elements and those assigned by the Declarant or the Board of Directors), lawn areas fields, shrubbery, and other landscaping, conduits, storm drains, utility lines, lighting in the general common elements, and mailbox clusters; and

m. Water meters serving the General Common Elements; and

- n. All those areas so designated on the Condominium Plat.
- o. All other elements of the Condominium rationally of common use or necessity for its existence, upkeep and safety shall be General Common Elements.

Section 2. Limited Common Elements. The "Limited Common Elements" are those designated as such on the Condominium Plat and such others as are agreed upon to be reserved for the exclusive use of one or more but less than all of the Unit Owners. All Limited Common Elements are reserved for the exclusive use of the Owners of the Condominium Unit which they serve or are adjacent or to which they are declared to be appurtenant by appropriate designation on the Condominium Plat. Except as otherwise provided by this Declaration or the Condominium By-Laws, Limited Common Elements shall be maintained and replaced as required, by the Unit Owner or Owners who have the exclusive use thereof and failure to so maintain may result in additional assessments against any such Owner or Owners. For purposes of explanation and not of limitation, the Limited Common Elements shall include:

- a. Common plumbing, vent and waste lines, if any, serving more than one but less than all Units shall be Limited Common Elements reserved for such adjacent Condominium Units.
- b. Patios and decks.
- c. Leadwalks serving an individual Unit.
- d. Steps and/or stoops serving an individual Unit.
- e. Fireplace flues and chimneys constructed by the Declarant are Limited Common Elements appurtenant to the Unit(s) which such flues or chimneys serve and/or benefit; and
- f. All Limited Common Elements of said buildings rationally of limited common use.

ARTICLE V

Section 1. The Condominium Units. Each Condominium Unit in the Condominium shall have all of the incidents of real property.

Section 2. Undivided Percentage Interests In Common Elements. Each Unit Owner shall own an undivided percentage interest in the Common Elements of the Condominium equal to that set forth on Exhibit "C" attached hereto and by this and other reference made a part hereof. The undivided percentage interest in the Common Elements set forth on Exhibit "C" shall have a permanent character and, except as specifically provided in the Maryland Condominium Act and in this Declaration, may not be changed without the written consent of all of the Unit Owners and the holders of all mortgages on the Condominium Units. The undivided percentage interests in the Common Elements set forth on Exhibit "C" may not be separated from the Condominium Unit to

which they appertain. Any instrument, matter, circumstance, action, occurrence or proceedings in any matter affecting a Condominium Unit shall also affect, in like manner, the individual percentage interest in the Common Elements appertaining to such Condominium Unit, whether or not such percentage interest is expressly described or mentioned.

In the event the Declarant, its successors or assigns, exercises its right pursuant to Article VIII hereof and expands the Condominium by subjecting all or any part of the additional property as generally described on the Condominium Plat to the condominium regime, then in that event:

- a. The percentage interest in the Common Elements of the Unit Owners in the preceding Phases shall be reduced and appropriate percentage interests in the Common Elements of the expanded Phases shall vest in them;
- b. Appropriate percentage interest in the Common Elements of the preceding Phases shall vest in Unit Owners in the added Phases; and
- c. The interests of all Unit Owners shall be described in Exhibit "C" attached hereto as each Phase, if any, of additional land generally shown on the Condominium Plat is added.

Other than as expressly provided and set forth herein, the percentage of undivided interest in the Common Elements herein established shall not be changed without the unanimous consent of all the Unit Owners and their mortgagees evidenced by an appropriate amendment to this Declaration recorded among the Land Records of Anne Prince George's County, Maryland.

Section 3. Percentage Interest In Common Expenses And Common Profits. Each Unit Owner shall have a percentage interest in the Common Expenses and Common Profits of the Condominium equal to that set forth on Exhibit "C" attached hereto and made a part hereof. The percentage interest in the Common Expenses and Common Profits set forth in Exhibit "C" shall have a permanent character and, except as specifically provided in the Maryland Condominium Act and this Declaration, may not be changed without the written consent of all of the Unit Owners and the holders of all mortgages of the Condominium Units. The percentage interests in the Common Expenses and Common Profits set forth on Exhibit "C" may not be separated from the Condominium Unit to which they appertain. Any instrument, matter, circumstances, action, occurrence or proceeding in any manner affecting a Condominium Unit shall effect, in like manner, the percentage interests in the Common Expenses and Common Profits appertaining to such Condominium Unit whether or not such percentage interest is expressly described or mentioned.

Section 4. Voting Rights. At any meeting of the Council of Unit Owners, each Unit Owner shall be entitled to cast, on each question, the number of votes appurtenant to his or her Condominium Unit as set forth on Exhibit "C" attached hereto and by this and other reference made a part hereof. In the event the number of votes appurtenant to each Condominium Unit is not specifically set forth on Exhibit "C", then each Unit Owner shall be entitled to cast one (1) vote on each question at any

meeting of the Council of Unit Owners, provided there shall be one (1) vote per each Condominium Unit regardless of the number of owners of any Condominium Unit.

Section 5. Description Of Condominium Units. Each Condominium Unit shall consist of the following:

a. The space bounded by and contained within the bottom, top and perimeters of each Unit which is shown on the Condominium Plat as being included within such Unit which said bottom, top and perimeters are, for the purposes of this Declaration hereinafter more particularly defined:

(i) The lower boundary of a Condominium Unit in the Condominium is a horizontal plane (or planes), the elevation of which coincides with the upper surface of the concrete floor for first floors and the uppermost portion of the finished plywood subfloor for second floors, extended to intersect the lateral or perimetrical boundaries thereof.

(ii) The upper boundary of any Condominium Unit in the Condominium is a horizontal plane (or planes), the elevation of which coincides with the drywall (gypsum) forming the ceilings (including the entire drywall), extended to intersect the lateral or perimetrical boundaries thereof.

(iii) The lateral or perimetrical boundaries of the Units consisting of the two (2) sides of the Units which are party walls shall coincide respectively with drywall (gypsum) forming the walls, (including the entire drywall), but not including the studding and space and other structures between the drywall of the adjacent Unit which is part of the General Common Elements, and extended to intersect to the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of the Condominium Unit.

(iv) The two (2) lateral or perimetrical boundaries which are not party walls shall coincide with drywall (gypsum) forming the walls, (including the entire drywall), extended to intersect the upper and lower boundaries thereof and intersect the other lateral or perimetrical boundaries of the Condominium Unit.

b. Each and every interior non-load bearing and load bearing wall, within the area described in Section 5a hereof, if any, partition, soffit, electrical device, duct, furnace, water heater, plumbing fixture, kitchen or other appliance, door knob, knocker, fireplace, railing or other improvement or structure (i) which is contained within the space defined in Section 5a hereof, or (ii) which is not contained within such space but which forms a connected and integral part of, or is appended or affixed to, the improvements lying within such space and which does not form part of another Unit.

c. Any heating or air conditioning unit or compressor serving an individual Unit.

- d. Pipes for water and waste water serving only one Unit.
- e. All windows and doors are part of the Unit.
- f. Automatic fire suppression systems located within each Unit.
- g. Those portions of the Condominium designated as part of the Unit by the Condominium Plat.

Anything contained in the foregoing provisions of this Article V, Section 5, to the contrary notwithstanding, no portion of the following shall be deemed to be part of such Unit: Any main, duct, wire, conduit, drain, pipe (except feeder drains and pipes from any fixtures), meter or other device which shall be located within the space herein above described, or shall otherwise be hereinafter referred to, and which shall be used in providing any utility or service to any portion of the Condominium other than, or in addition to such Unit.

Each Unit shall have all of the incidents of real property under applicable law. Nothing in the provisions of this Declaration shall be deemed to confer upon a Unit Owner, by virtue of his ownership of the legal title to a Unit, any interest in any other Unit.

Section 6. Individual Condominium Unit Deeds.

- a. Future Interests. Each deed to a Condominium Unit shall also be deemed to include therein a provision for a future fee estate to the undivided percentage interest in the Common Elements as set forth in Article V hereof, that the Declarant has the option to add to the Condominium development, and to take effect in the event of each recording by the Declarant of an amendment to the Declaration to add Phases 1 through 5 and 7 through 25.
- b. Reverter. Each deed to a Condominium Unit shall also be deemed to include therein a provision for the automatic reverter to the Declarant by the operation of law upon each recording by the Declarant of an amendment and/or amendments to add the property generally shown on the Condominium Plat of the estate of any grantee of the individual Condominium Unit deeds for that portion of the undivided interest in the Common Elements appertaining to the Condominium Unit prior to the recording of the amendment or amendments which exceeds the undivided interest in the total Common Elements appertaining to such Condominium Unit by reason of such amendment or amendments.
- c. Mortgages. The estate passing to any mortgagee upon the execution of a mortgage by any grantee of any individual Condominium Unit shall include and have the benefit of the future interest and be subject to the reverter as set forth in subparagraphs a and b hereof.

ARTICLE VI

Section 1. Covenant Against Partition And Subdivision. The Common Elements, both general and limited, shall remain undivided. No owner of any Condominium Unit or any other person shall bring any action for partition or subdivision thereof except as may be provided for in the Maryland Condominium Act or the By-Laws.

Section 2. Encroachments. If any portion of the Common Elements now encroaches upon any Condominium Unit, or if any Condominium Unit now encroaches upon any Condominium Unit, or upon any portion of the Common Elements as a result of the construction or repair of the buildings, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building is standing. In the event any building, any Condominium Unit, and adjoining Condominium Unit, or an adjoining Common Element, shall be partially or totally destroyed as a result of fire or other casualty or a result of condemnation or eminent domain proceedings, and then reconstructed as authorized by the By-Laws and the Maryland Condominium Act, encroachments on parts of the Common Elements upon any Condominium Unit or of any Condominium Unit upon any other Condominium Unit or upon any portion of the Common Elements due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

For the purposes incident to the interpretation of deeds, the Condominium Plat and all other instruments of title relating to any Condominium Unit in the Condominium, the existing physical boundaries of any Condominium Unit constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be the boundaries of such Condominium Unit, regardless of the shifting, settling or lateral movement of any building and regardless of minor variations between the physical boundaries shown on the Condominium Plat and those of any Condominium Unit.

Section 3. Easements.

a. Each Condominium Unit shall be subject to an easement to the Unit Owners of all of the other Condominium Units and the occupants, buildings and/or Units located in The Oaks At Sixty-Fifth Condominium, II, as shown on the Condominium Plat recorded simultaneously herewith and as more particularly set forth in the third WHEREAS clause, to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines, of any kind, and other Common Elements located within or accessible only from a particular Condominium Unit and for support. Each Unit Owner shall have the right of ingress to and egress from his or her Condominium Unit, such right being perpetual and appurtenant to his or her Condominium Unit ownership.

b. The Common Elements of the Condominium shall be subject to mutual rights of support, access, use and enjoyment by all of the Unit Owners; except, however, that use and enjoyment of those Limited Common Elements which are reserved for the exclusive use of the Owner or Owners of the Condominium Unit or Units to which they are adjacent or to which they are

declared to be appurtenant by the condominium documents or by appropriate designation on the Condominium Plat in which case their use and enjoyment is limited to the Unit Owner or Owners to which they are appurtenant. Easements are granted to Council of Unit Owners and to the Unit Owners to enter onto the Limited Common Elements of other Units for the maintenance, repair and replacement of water and wastewater pipes serving individual Units.

c. All General Common Elements are subject to a perpetual easement for the benefit of the Unit Owners, for ingress and egress to and from their Units, and for utilities and the maintenance thereof. The placement thereof shall be as determined by the Declarant.

d. The Council of Unit Owners, through its Board of Directors or Management Agent, shall have an irrevocable right and easement to enter the Units and Common Elements for the purpose of making repairs to the Common Elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium project. Except in cases involving manifest danger to public safety or property, the Council shall make a reasonable effort to give notice to the Owner of any Condominium Unit to be entered for the purposes of such repairs. No entry by the Council for the purposes specified in this section shall be considered a trespass.

Section 4. Easements To Declarant. There is hereby reserved to the Declarant, its agents, successors and assigns:

a. A non-exclusive easement over all of the Common Elements of the Condominium for purposes of access, a sales and construction trailer, the storage of building supplies, materials and equipment, the construction of appurtenances to service the Condominium, and without limitation, for any and all purposes reasonably related to the completion of the marketing, construction, rehabilitation and repair of the Condominium as it presently exists, including the completion of any amenities or any improvements to the Common Elements. Tot lots, recreation areas and open space (part of the general common elements) may not be used by the Declarant except for the purpose of developing those properties.

b. Declarant reserves unto itself, its successors and assigns, pedestrian and vehicular non-exclusive easements for ingress and egress and parking to and through the roadways, parking areas (other than those areas as may be designated as Limited Common Elements), and walkways for the benefit of the owners, users, licensees and invitees of the Property identified in Section 1 of Article II.

c. Declarant reserves unto itself, its successors and assigns, pedestrian and vehicular, non-exclusive perpetual easements for ingress and egress and parking to and through the roadways, parking areas (other than those areas as may be designated as Limited Common Elements), and walkways, and the placement and maintenance of utilities, for the benefit of the owners, users, licensees and invitees of the Expandable Property, whether or not all or a portion of the said Expandable Property is subjected to this Declaration.

d. Declarant reserves for itself, its successors and assigns the right, but not the obligation, to construct and maintain an entrance monument(s) on the Common Elements. After construction and upon the turning over of the Association to Owners other than the Declarant, the Association shall be responsible for the maintenance, repair and replacement of the monument(s).

e. Declarant further reserves an easement for the benefit of Prince George's County, Maryland, (through the Maryland National Park and Planning Commission) for ingress and egress upon the Common Elements to inspect the storm water management facilities situated thereon and in the event such facilities are not being adequately maintained the County has the right, after providing ten (10) days' written notice to the Association, to perform all maintenance and construction it deems necessary. The County has the power to assess the Association and/or the Unit Owners for the cost of such maintenance or construction which shall be a lien against the Condominium.

Section 5. Easements Granted By Declarant.

a. Declarant, for itself, its successors and assigns, including the Council of Unit Owners, hereby grants and conveys to the Unit Owners of the Oaks At Sixty-Fifth Condominium (the Existing Condominium), a perpetual, non-exclusive easement over the following General Common Elements of the Condominium for the purposes stated: (a) the private streets and parking areas of the Condominium for the purpose of parking non-commercial, passenger, motor vehicles, and the driving of motor vehicles, and for pedestrian use; (b) the sidewalks on the General Common Elements of the Condominium to access their units and for ingress and egress to and from the Recreation Area constructed within the Condominium, and (c) over the Recreation Area within the Condominium, including the right to use the same, provided such use is in accordance with any rules and regulations for the use established by the Condominium for its Unit Owners. This easement does not extend to the buildings within the Condominium or to any Limited Common Elements or to the Units therein.

b. Declarant, for itself, its successors and assigns, including the Council of Unit Owners, hereby grants and conveys to the Council of Unit Owners of the Oaks At Sixty-Fifth Condominium (the Existing Condominium), the perpetual, non-exclusive right to discharge storm water onto the General Common Elements of the Condominium in locations as shown on the Condominium Plats.

Section 6. Consolidation And Subdivision Of Condominium Units. Any Unit Owner who shall acquire the fee simple title in and to adjacent Condominium Units shall have the right of consolidating said Condominium Units or having consolidated two (2) Condominium Units, shall have the right to subdivide the same. For consolidation or subdivision, the Unit Owner must first procure written authorization therefor from the Council of Unit Owners and the Architectural Control Committee. Consolidation or subdivision may be through removal or installation, as the case may be, of any non-bearing partition wall separating the same or modification of a load-bearing wall provided detailed structural engineering analysis and plans are submitted assuring the structural integrity of the wall after modification. A Unit Owner so consolidating or subdividing shall thereby

in the case of removal, acquire the exclusive right to use and enjoy the space previously occupied by such wall. No consolidated Condominium Unit shall lose its identity, characteristics or percentage interest factor by consolidation, and the Unit Owner of consolidated Condominium Units shall be deemed the Owner of each constituent Condominium Unit, severally and independently. While two (2) Condominium Units may be consolidated to form a larger Condominium Unit, no Condominium Unit except one previously consolidated may be subdivided into smaller Condominium Units.

ARTICLE VII

Section 1. Termination And Waiver Of Regime. The Condominium established by the recordation of this Declaration and the Condominium Plat may be terminated by Agreement of Termination executed by all of the Unit Owners, and in the manner provided in Section 11-123 of the Condominium Act. Any such termination shall be effective only upon the Recordation of an Agreement of Termination among the Land Records of Prince George's County, Maryland. Termination shall require the approval of 67% of eligible holders of first mortgages on Units within the Condominium.

ARTICLE VIII

Section 1. Expansion -- Additional Phases.

a. Pursuant to the provisions of Section 11-120 of the Maryland Condominium Act, the Declarant, whoever is the record owner of the land, shall have the absolute right, but not the obligation, to be exercised within ten (10) years from the date of recordation of this Declaration, to annex to the land and improvements described in Article II, Section 1 hereof, and thereby to submit to each and every one of the provisions of this Declaration, the land generally shown on the original Condominium Plat, together with the improvements heretofore or hereafter constructed upon any of such land, as each parcel of land and such improvements are delineated in general terms, on the Condominium Plat. Subject to the limitations herein and in the Maryland Condominium Act, the Declarant shall have the absolute right, but not the obligation, to annex any or all of said parcels to the land and improvements generally shown on the Condominium Plat. Any such expansion or annexation shall be accomplished by the recordation among the Land Records of Prince George's County, Maryland, of an amendment to this Declaration and the Condominium Plat as required by the provisions of Section 11-120 of the Maryland Condominium Act, as amended from time to time. Improvements located within expandable Phases shall be substantially completed prior to annexation, and shall be substantially consistent with the initial improvements in terms of quality of construction.

The Declarant reserves the right to annex any or all of the property generally shown on the Condominium Plat, in any order as the Declarant may choose, and reserves the right to change the building type, foot print, to consolidate or divide each parcel.

b. Upon the recordation of an amendment to this Declaration and to the Condominium Plat for the purpose of annexing to the land and improvements comprising Phase 6 of this Condominium, the parcels of land and improvements comprising Phases 7 through 15, together with the improvements then constructed thereon, each Unit Owner, by operation of law, shall have the undivided percentage interest in the Common Elements, Common Expenses and Common Profits, and shall have the number of votes, entitled to be cast appurtenant to that Condominium Unit set forth in Exhibit "C" attached hereto and made a part hereof and upon the recordation of such amendment, reallocated as set forth in Exhibit "C". Any deed for any Condominium Unit in the Condominium shall be delivered subject to a conditional limitation that the percentage interest appurtenant to such Condominium Unit shall be automatically reallocated pro tanto upon the recordation of such amendment or amendments. Upon the expansion of the Condominium pursuant to this Article VIII, the interest of any mortgagee shall attach, by operation of law, and pursuant to Section 11-120 of the Maryland Condominium Act, to a new percentage interest in the Common Elements appurtenant to the Condominium Unit on which it has a lien.

c. There is hereby reserved unto the Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, for the purpose of reallocating the percentage interest and voting rights appurtenant to each of the Condominium Units in the Condominium in accordance with the provisions of this Declaration and to execute, acknowledge and deliver such further instruments as may from time to time be required in order to accomplish the purposes of this Article VIII. Each Owner, contract purchaser and each mortgagee of a Condominium Unit in the Condominium, its mortgagee and the Council of Unit Owners of The Oaks At Sixth-Fifth Condominium, II shall be deemed to have acquiesced in the amendments to this Declaration and in the amendments to the Condominium Plat for the purpose of adding additional Condominium Units and Common Elements to the Condominium in the manner set forth in this Article and shall be deemed to have granted unto the said Declarant, its successors or assigns, an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments and each Unit Owner and mortgagee shall be deemed to have agreed and covenants to execute such further instruments, if any, as may be required by the Declarant, its successors or assigns, to properly accomplish such amendments.

d. Upon the recordation of an amendment to this Declaration, all newly added Condominium Units and Common Elements shall automatically be subject to this Declaration and the By-Laws and other Exhibits and house rules, all as amended from time to time.

Section 2. Description of Phases. The outlines of the land, buildings and common elements of each successive Phase that may be added to the Condominium as provided for hereunder, are shown in general terms on the Condominium Plat.

Section 3. Non-Completion And/Or Non-Expansion. In the event that any improvement in any Phase of the Property is not completed, or, if the additional Phase is not added to the Condominium Regime described in the Declaration, the Declarant, its successors or assigns, shall not make any conveyance of any portion of the Expandable Property shown on the Condominium Plat not in the

Condominium Regime described in the Declaration until it has taken all other actions as may be required in order to assure that all Phases of the Property are in compliance with the applicable laws and regulations of Prince George's County, Maryland, and of the State of Maryland.

ARTICLE IX

Section 1. FRONT FOOT BENEFIT CHARGES.

(a) Each present and future Unit Owner and, if applicable, tenants of each Unit Owner, shall acknowledge and take title subject to the obligation for payment by each Unit Owner of annual front-foot benefit charges levied by a private utility company, based upon water and sewer front-foot allocations made by the Washington Suburban Sanitary Commission and commensurate with the cost of the construction of said water and/or sewer lines as applicable.

(b) Each present and future Unit Owner and, if applicable, tenants of each Unit Owner, shall grant a right of access to his Unit to the management agent employed by the Unit Owner or the Council of Unit Owners and/or any other person authorized by said Council of Unit Owners for the purpose of making inspections of the plumbing system or for the purpose of correcting any plumbing problems in any Unit which might affect that Unit, any other Unit in the building or any Common Elements. In case of emergency, such entry shall be immediate whether the Unit Owner or tenant is present or not. In the event the responsibility is so assumed by the Washington Suburban Sanitary Commission, or any other governmental agency, the Management agent or other person authorized may permit employees of the Washington Suburban Sanitary Commission or any other governmental agency to enter the premises for the purpose of making corrections in order to protect the Washington Suburban Sanitary Commission's water and sewer system, and such entry shall not be a trespass. Each Unit Owner on behalf of itself and its tenants and employees and agents hereby consents to the above.

ARTICLE X

Section 1. Condominium Units Subject To Declaration. All present and future owners, tenants and occupants of Condominium Units shall be subject to and shall comply with the provisions of the Maryland Condominium Act, this Declaration, and the By-Laws, as they may be amended from time to time and decisions and resolutions of the Council of Unit Owners. The acceptance of a deed or conveyance or the entering into of a lease covering a Condominium Unit shall be deemed to be an affirmative acceptance of the provisions of the Maryland Condominium Act, and the provisions of this Declaration and the By-Laws, as they may be amended from time to time, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Condominium Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE XI

Section 1. Amendment of Declaration. Except for amendments to expand the Condominium and subject to Section 11-103 of the Maryland Condominium Act, as amended from time to time, this Declaration may be amended only with the written consent of eighty percent (80%) of the Unit Owners listed on the current roster. Any such amendment shall be effective only upon recordation of a Declaration of Amendment among the Land Records of Prince George's, Maryland. The Declarant reserves the right to make technical amendments pursuant to Section 11-103.1 of the Maryland Condominium Act, as amended from time to time, and each Unit Owner and its mortgagee grants to the Declarant a durable power of attorney to make said technical amendments, which power of attorney shall survive disability.

Section 2. Amendment of Declaration, Mortgagee Approval.

a. In addition to the above, no amendment of a material nature of the Declaration may be made unless approval is obtained from eligible mortgage holders representing at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages held by eligible holders. A change to any of the following would be considered as material.

- i. Priority of assessment liens;
- ii. Reallocation of interest in the General or Limited Common Elements, or rights to their use (other than contemplated expansion);
- iii. Redefinition of any Unit boundaries;
- iv. Convertibility of Units into Common Elements or vice versa;
- v. Expansion (other than the inclusion of additional legal phases), or contraction of the project, or the addition, annexation, or withdrawal of property to and from the project;
- vi. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs.

b. When Unit Owners are considering termination of the legal status of the Condominium regime for reasons other than the substantial destruction or condemnation of the property, the eligible mortgage holders representing at least sixty-seven (67%) of the votes of the mortgaged Units must agree.

c. "Eligible mortgage holders" means those holders of a first mortgage on a Unit estate who have requested the Council of Unit Owners to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

d. If any addition or amendment is not considered as a material change--such as the correction of a technical error or the clarification of a statement--approval may be assumed when an eligible mortgage holder fails to submit a response to a written proposal for an amendment within thirty (30) days after the proposal is made, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

Section 3. Amendment of Declaration by Declarant. The provisions of Article X, Sections 1 and 2, notwithstanding, the Declarant shall have the right, but not the obligation, and without the consent of other Unit Owners or their mortgagees, to amend this Declaration for the sole purpose of meeting any requirements of any County, State or Federal agency.

ARTICLE XII

Section 1. Declarant's Right To Rent Or Sell Condominium Units. Anything contained in this Declaration or the By-Laws of the Council of Unit Owners to the contrary notwithstanding, the Declarant shall have the right to transact any business on the Property (including the Common Elements) which is necessary or desirable to consummate sales or rentals of Condominium Units owned by it, including, but not limited to, the right to maintain employees in the sales or rental office, and to show Condominium Units for sale or rent. The sales or rental office, the furniture and furnishings in the model Condominium Units, signs and all items pertaining to the sale or rental of Condominium Units by the Declarant shall not be considered Common Elements but shall remain the property of the Declarant.

ARTICLE XIII

Section 1. Construction And Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium. Enforcement of these covenants and restrictions shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Condominium Unit to enforce any lien created hereby; and the failure or forbearance by the Council of Unit Owners or the Unit Owner of any Condominium Unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. A Unit Owner shall have the reciprocal right to seek enforcement of this Declaration against the Council of Unit Owners.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the covenants or restrictions within cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 2. Notice to Mortgagee Holders, Insurers, or Guarantors. The holder, insurer, or guarantor of the mortgage on any Unit shall have the right to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Council of Unit Owners.

(d) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

To be entitled to receive this information, the mortgage holder, insurer, or guarantor must send a written request to the Council of Unit Owners stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guarantees) the mortgage.

Section 3. Subordination of Lien for Assessments. The lien established by the recordation of a Statement of Condominium Lien as outlined in the By-Laws and Maryland Law for common expense charges and assessments becoming payable on or after the date of recordation of a first mortgage, shall be subordinate to a first mortgage on a Condominium Unit. Such a lien for common expense charges and assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer of a Unit pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for common expense charges and assessments which become payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of, any common expense charges thereafter becoming due.

Section 4. Power of Attorney/Insurance. Each Unit Owner hereby appoints the Council of Unit Owners (or any Insurance Trustee designated by the Council of Unit Owners) as their lawful attorney-in-fact for the purpose of purchasing and maintaining insurance required by the By-Laws of the Condominium, including the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. This power of attorney is irrevocable and shall survive disability.

Section 5. Assessments. Assessments payable to the Council of Unit Owners shall begin for each Unit Owner when the Condominium Unit is incorporated into the Condominium. Unpaid assessments shall be collected pursuant to the By-Laws of the Condominium and Maryland law.

Section 6. Audited Financial Statement. Upon written request from any of the agencies or corporations which has an interest or prospective interest in the Condominium, the Council of Unit Owners shall prepare and furnish within 120 days after the Council's fiscal year an audited financial statement of the Corporation for the immediately preceding fiscal year.

Section 7. Condemnation. In the event of condemnation or eminent domain of any or all of the Condominium, the provisions of Section 11-112, or any amendments thereto, of the Maryland Condominium Act shall apply. For condemnation of Common Elements the Council of Unit Owners shall represent the Unit Owners in the proceedings or in negotiations, settlements and agreements, with the proceeds of condemnation being payable to the Council of Unit Owners to be held in trust for the Unit Owners, and Unit Owners, by virtue of taking a deed to a Unit, grant such power of attorney to the Council of Unit Owners. This power of attorney is irrevocable and shall survive disability.

Section 8. Severability. Invalidation of any one or any portion of one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 9. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this writing to be executed and delivered in its name on its behalf on the day and year first above written.

WITNESS:

IMAGE DEVELOPMENT CORPORATION

By: _____ (SEAL)
John T. Attiliis, President

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2001, before me, the undersigned officer, personally appeared John T. Attiliis, who acknowledged himself to be the President of Image Development Corporation, the Declarant herein, and that he, as such officer, being duly authorized to do so, executed the foregoing Condominium Declaration for the purposes therein contained, by signing the name of the corporation by himself as said officer.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:



JOYCE ENGINEERING CORPORATION

CIVIL ENGINEERING LAND SURVEYING LAND PLANNING CONSTRUCTION MANAGEMENT

October 24, 2001

EXHIBIT A
TO DECLARATION OF
THE OAKS AT SIXTY-FIFTH CONDOMINIUM, II
PHASE 6 (BUILDING 6)

Being all that piece, parcel, or tract of land situate, lying, and being in the Bladensburg Election District No. 2, Prince George's County, Maryland, being part of the land within a plat of subdivision entitled "PARCEL 'C', BLOCK 'G', OAKLYN" and recorded among the land records of the aforesaid County in Plat Book: NLP 139 at Plat: 100, and being more particularly described as follows:

Beginning for the same at a point on the east end of the North 60°54'51" West 228.00 foot line of the aforementioned Plat of Subdivision, thence running with and along said line the following course and distance;

- 1) North 60°54'51" West, 94.47 feet to a point on said line; thence running in, through, over and across as to include part of said Parcel "C" the following
- 2) North 30°40'44" East, 98.42 feet to a point; thence
- 3) North 59°19'16" West, 99.00 feet to a point; thence
- 4) North 30°40'44" East, 47.60 feet to a point on the southern right-of-way of Sixty Fifth Avenue (60' wide); thence running with said right-of-way
- 5) South 59°19'16" East, 181.28 feet to a point; thence running in, through, over and across as to include part of said Parcel "C" the following
- 6) South 04°59'27" East, 72.24 feet to a point; thence
- 7) South 50°09'59" West, 89.85 feet to the point of beginning containing a computed area of 20,170 square feet or 0.46304 acres of land.

Subject to any and all easements and/or rights of way of record.

Current Unaudited Financial Documents
The Oaks at Sixty-Fifth Condominium II Association Inc.

Balance Sheet (With Period Change)

Period = Nov 2017

Book = Cash ; Tree = sigma_bs

	Balance Current Period	Beginning Balance	Net Change
ASSETS			
CURRENT ASSETS			
OPERATING ACCOUNTS			
Union Bank	23,852.88	27,753.75	-3,900.87
TOTAL OPERATING ACCOUNTS	23,852.88	27,753.75	-3,900.87
RESERVE ACCOUNTS			
Union Bank Money Market	137,584.75	135,895.57	1,689.18
TOTAL RESERVE ACCOUNTS	137,584.75	135,895.57	1,689.18
TOTAL CURRENT ASSETS	161,437.63	163,649.32	-2,211.69
ACCOUNTS RECIEVABLES			
Account Receivable - Association Fees	123,174.64	120,244.85	2,929.79
TOTAL ACCOUNTS RECIEVABLES	123,174.64	120,244.85	2,929.79
TOTAL ASSETS	284,612.27	283,894.17	718.10
LIABILITIES RESERVES AND EQUITY			
LIABILITIES			
CURRENT LIABILITIES			
Prepaid Liability (Accrual Books)	2,838.57	3,768.57	-930.00
TOTAL CURRENT LIABILITIES	2,838.57	3,768.57	-930.00
TOTAL LIABILITIES	2,838.57	3,768.57	-930.00
RESERVES			
REPLACEMENT RESERVES			
Reserve - Capital			
Begin Balance Reserve	80,342.36	80,342.36	0.00
CY Funding Reserve	13,750.00	12,500.00	1,250.00
<i>Reserve - Total Capital</i>	<i>94,092.36</i>	<i>92,842.36</i>	<i>1,250.00</i>
Reserve - Interest	235.17	212.65	22.52
TOTAL REPLACEMENT RESERVES	94,327.53	93,055.01	1,272.52
OPERATING RESERVES			
Beginning Balance Operating Reserve	23,634.44	23,634.44	0.00
Operating Reserve - Insurance Deductible	19,622.78	19,206.12	416.66
TOTAL OPERATING RESERVES	43,257.22	42,840.56	416.66
TOTAL RESERVES	137,584.75	135,895.57	1,689.18
OWNERS EQUITY			
Retained Earnings	29,126.45	29,167.53	-41.08
Surplus (Loss)	115,062.50	115,062.50	0.00
TOTAL OWNERS EQUITY	144,188.95	144,230.03	-41.08
TOTAL LIABILITIES RESERVES AND EQUITY	284,612.27	283,894.17	718.10

Income Statement

Period = Nov 2017

Book = Cash ; Tree = sigma_is

	Period to Date	%	Year to Date	%
INCOME				
PROPERTY INCOME				
ASSOCIATION INCOME				
Association Fees - Monthly	9,765.00	99.56	107,415.00	95.42
TOTAL ASSOCIATION INCOME	9,765.00	99.56	107,415.00	95.42
TOTAL PROPERTY INCOME	9,765.00	99.56	107,415.00	95.42
OTHER INCOME				
Late Fee Income	21.00	0.21	1,194.57	1.06
Returned Check Fees	0.00	0.00	50.00	0.04
Inducement Fee	0.00	0.00	3,430.50	3.05
Interest Income - Operating	22.52	0.23	235.17	0.21
Move-in Fees	0.00	0.00	75.00	0.07
Monetary Sanctions Income	0.00	0.00	175.00	0.16
TOTAL OTHER INCOME	43.52	0.44	5,160.24	4.58
TOTAL INCOME	9,808.52	100.00	112,575.24	100.00
EXPENSES				
OPERATING EXPENSES				
UTILITIES				
Electricity	233.14	2.38	2,462.70	2.19
TOTAL UTILITIES	233.14	2.38	2,462.70	2.19
ADMINISTRATIVE				
Legal	607.25	6.19	1,787.25	1.59
Legal-Court Appearance	0.00	0.00	1,000.00	0.89
Audit and Tax Preparation	0.00	0.00	2,550.00	2.27
Management Fee	1,260.72	12.85	13,610.88	12.09
Office Reproduction and Expense	0.30	0.00	8.06	0.01
Postage	0.60	0.01	48.70	0.04
Printing and Copying	0.00	0.00	25.16	0.02
Meetings Expense	0.00	0.00	4.00	0.00
Miscellaneous Administrative Expenses	522.50	5.33	5,981.71	5.31
TOTAL ADMINISTRATIVE	2,391.37	24.38	25,015.76	22.22
CONTRACT SERVICES				
Grounds Contract	2,800.00	28.55	17,050.00	15.15
Extermination and Pest Control Contract	300.00	3.06	1,650.00	1.47
Snow Plowing Contract	0.00	0.00	3,890.00	3.46
TOTAL CONTRACT SERVICES	3,100.00	31.61	22,590.00	20.07
REPAIRS AND MAINTENANCE				
Electrical Repairs	0.00	0.00	6,328.74	5.62
Grounds - Maintenance	900.00	9.18	1,700.00	1.51
Building and Building Equipment	0.00	0.00	1,150.00	1.02
Roof Repairs and Maintenance	0.00	0.00	1,118.00	0.99
TOTAL REPAIRS AND MAINTENANCE	900.00	9.18	10,296.74	9.15
TAXES				
Personal Property Tax	0.00	0.00	25.00	0.02
TOTAL TAXES	0.00	0.00	25.00	0.02
INSURANCE				
Building Package Policy	1,535.91	15.66	14,773.62	13.12
TOTAL INSURANCE	1,535.91	15.66	14,773.62	13.12
TOTAL OPERATING EXPENSES	8,160.42	83.20	75,163.82	66.77
NON OPERATING EXPENSES				
NON OPERATING DISBURSEMENTS				
Insurance Claims - Income	0.00	0.00	-11,136.92	-9.89
Insurance Claims - Expense	0.00	0.00	11,136.92	9.89
Prior Years Income/Expenses	0.00	0.00	11,320.00	10.06
Replacement Reserves	1,250.00	12.74	13,750.00	12.21

Income Statement

Period = Nov 2017

Book = Cash ; Tree = sigma_is

	Period to Date	%	Year to Date	%
Insurance Deductible Expense	416.66	4.25	4,583.26	4.07
Interest Contribution to Reserves	22.52	0.23	235.17	0.21
TOTAL NON OPERATING DISBURSEMENTS	1,689.18	17.22	29,888.43	26.55
TOTAL NON OPERATING EXPENSES	1,689.18	17.22	29,888.43	26.55
TOTAL EXPENSES	9,849.60	100.42	105,052.25	93.32
INCOME LESS EXPENSES	-41.08	-0.42	7,522.99	6.68

Fidelity Bond Law
The Oaks at Sixty-Fifth Condominium II Association Inc.

This document is currently either not available or not applicable for this association.

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Insurance Dec Page
The Oaks at Sixty-Fifth Condominium II Association Inc.



STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

3 Ravinia Drive
Atlanta GA 30346-2117

DECLARATIONS AMENDED APR 30 2018

Policy Number 90-BJ-A291-0

Policy Period 12 Months
Effective Date SEP 28 2017
The policy period begins and ends at 12:01 a.m. at the premises location.

Agent and Mailing Address
STEVE MARTIN INS AGCY INC
PO BOX 1500
GERMANTOWN MD 20875-1500

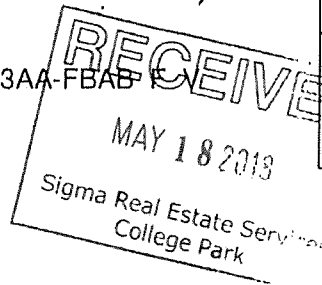
PHONE: (301) 924-4557
(301) 253-6800

M-21-93AA-FBAP

003068 3123

Named Insured

OAKS AT 65TH CONDOMINIUM II
ATTN NAISHA DINKINS
C/O SIGMA REAL ESTATE
8911 60TH AVE
BERWYN HTS MD 20740-2313



Residential Community Association Policy

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the provisions in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder notice of non-compliance with the policy provisions or as required by law.

Entity: CONDOMINIUM

Reason for Declarations: Your policy is amended APR 30 2018
ADDL INSURED INFORMATION CHANGED
FORM CMP-4788 CHANGED

Endorsement Premium None

Discounts Applied:
Renewal Year
Age of Building
Multiple Unit
Sprinkler
Claim Record

PLEASE SEE AN IMPORTANT MESSAGE FOLLOWING THE PARTICIPATING POLICY PROVISION AT THE END OF THESE DECLARATIONS.

Prepared
MAY 10 2018
CMP-4000

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Continued on Reverse Side of Page

030700 290 1

DECLARATIONS (CONTINUED)

Community Association Policy for OAKS AT 65TH CONDOMINIUM II
90-BJ-A291-0

PROPERTY BLANKET

Buildings
Business Personal Property

Limit of Insurance*
\$ 14,732,400
No Coverage

Location Number	Location of Described Premises
001	3725-3735 POGONIA CT HYATTSVILLE MD 20784-1891
002	3830-3840 DEVIL TREE CT HYATTSVILLE MD 20784-4615
003	3818-3828 DEVIL TREE CT HYATTSVILLE MD 20784-4615
004	3800-3816 DEVIL TREE CT HYATTSVILLE MD 20784-4615
005	3513-3523 65TH AVE HYATTSVILLE MD 20784-2465
006	3501-3519 65TH AVE HYATTSVILLE MD 20784-2465
007	3500-3510 65TH AVE HYATTSVILLE MD 20784-2464
008	3512-3522 65TH AVE HYATTSVILLE MD 20784-2464



DECLARATIONS (CONTINUED)

Residential Community Association Policy for OAKS AT 65TH CONDOMINIUM II
 Policy Number 90-BJ-A291-0

Location Number	Location of Described Premises
009	3540-3550 65TH AVE HYATTSVILLE MD 20784-2464
010	3552-3562 65TH AVE HYATTSVILLE MD 20784-2464

AUXILIARY STRUCTURES

Location Number	Description
001A	RAILROAD TIE WALL
001B	PARKING LOT LIGHTS
001C	CONCRETE RETAINING WALL
001D	USPO CLUSTER MAIL BOXES
001E	WROUGHT IRON HAND RAILS

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to In

SECTION I - INFLATION COVERAGE INDEX(ES)

Inflation Coverage Index: 195.6

SECTION I - DEDUCTIBLES

Basic Deductible \$10,000

DECLARATIONS (CONTINUED)

Community Association Policy for OAKS AT 65TH CONDOMINIUM II
90-BJ-A291-0

ables:

urities	\$250	Employee Dishonesty	\$250
ckdown	\$2,500		

s may apply - refer to policy.

TENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

and corresponding limits shown below apply separately to each described premises shown in these
unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below,
ed" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
	Included
on-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
al	25% of covered loss
akdown	Included
nt Service Charge	\$5,000
ier Systems Recharge Expense	\$5,000
as	Included
t Of Construction And Demolition Costs (applies only when buildings are placement cost basis)	10%
d Business Personal Property (applies only if this policy provides Business Personal Property)	\$100,000
d Or Constructed Buildings (applies only if this policy provides Buildings)	\$250,000
Law - Equipment Coverage	Included
Of Property	30 Days
3, Other Liquids, Powder Or Molten Material Damage	Included



DECLARATIONS (CONTINUED)

Residential Community Association Policy for OAKS AT 65TH CONDOMINIUM II
 Policy Number 90-BJ-A291-0

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH COMPLEX

The coverages and corresponding limits shown below apply separately to each complex as described

COVERAGE	LIMIT INSURANCE
Accounts Receivable	
On Premises	:
Off Premises	:
Arson Reward	
Forgery Or Alteration	:
Money And Securities (Off Premises)	
Money And Securities (On Premises)	:
Money Orders And Counterfeit Money	
Outdoor Property	
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	
Personal Property Off Premises	:
Pollutant Clean Up And Removal	:
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	
Signs	
Valuable Papers And Records	
On Premises	:
Off Premises	:

DECLARATIONS (CONTINUED)

Community Association Policy for OAKS AT 65TH CONDOMINIUM II
90-BJ-A291-0

TENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

and corresponding limits shown below are the most we will pay regardless of the number of
ises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
wer or Drain	Included
ionesty	\$75,000
e And Extra Expense	Actual Loss Sustained - 12 Months

ABILITY

COVERAGE	LIMIT OF INSURANCE
Business Liability	\$1,000,000
Medical Expenses (Any One Person)	\$5,000
remises Rented To You	\$300,000
Officers - Property Manager Liability	\$1,000,000
Officers Liability	\$1,000,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
pleted Operations Aggregate	\$2,000,000
gate	\$2,000,000
Officers Aggregate	\$1,000,000



DECLARATIONS (CONTINUED)

Residential Community Association Policy for OAKS AT 65TH CONDOMINIUM II
Policy Number 90-BJ-A291-0

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4788	*Addl Insd Mgrs Lessor of Prem
CMP-4550	Residential Community Assoc
FE-6999.2	Terrorism Insurance Cov Notice
CMP-4746.1	Hired Auto Liability
CMP-4220.1	Amendatory Endorsement
CMP-4705.1	Loss of Income & Extra Expnse
CMP-4508	Money and Securities
CMP-4814	Directors & Officers Liability
CMP-4818	Directors & Officers- Prop Mgr
CMP-4710	Employee Dishonesty
CMP-4829	Guaranteed Replacement Cost
CMP-4862	Building Ordinance or Law Cov
CMP-4830	Interior Building Damage
CMP-4561.1	Policy Endorsement
FD-6007	Inland Marine Attach Dec
	* New Form Attached

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Addl Insured-Section II
Endorsement #: CMP4788
Loan Number: N/A

SIGMA REAL ESTATE
 8911 60TH AVE
 BERWYN HTS MD 207402313

DECLARATIONS (CONTINUED)

Community Association Policy for OAKS AT 65TH CONDOMINIUM II
90-BJ-A291-0

ed by the State Farm Fire and Casualty Company.

Participating Policy

to participate in a distribution of the earnings of the company as determined by our Board of Directors in the Company's Articles of Incorporation, as amended.

sof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and
mington, Illinois.

anne M. Youell
Secretary

Michael J. Tynan
President

**CONSIDER YOUR CLAIMS HISTORY, IF ANY, FOR PURPOSES OF
DECIDING WHETHER TO CANCEL OR REFUSE TO RENEW YOUR POLICY.**



STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

3 Ravinia Drive
Atlanta GA 30346-2117

INLAND MARINE ATTACHING DEC

Policy Number	90-BJ-A291-0
----------------------	---------------------

Policy Period 12 Months	Effective Date SEP 28 2017
The policy period begins and ends at 12 time at the premises location.	

M-21-93AA-FBAB F V

Named Insured

OAKS AT 65TH CONDOMINIUM II
ATTN NAISHA DINKINS
C/O SIGMA REAL ESTATE
8911 60TH AVE
BERWYN HTS MD 20740-2313

ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the policy forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-8739	Inland Marine Conditions
FE-8743.1	Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared
MAY 10 2018
FD-6007

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030704

ATTACHING INLAND MARINE SCHEDULE PAGE

ID MARINE

COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
Inland Marine Computer Prop	\$ 10,000	\$ 500	Included
Loss of Income and Extra Expense	\$ 10,000		Included

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4788 ADDITIONAL INSURED — MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 90-BJ-A291-0

Named Insured:

OAKS AT 65TH CONDOMINIUM II
ATTN NAISHA DINKINS
C/O SIGMA REAL ESTATE
8911 60TH AVE
BERWYN HTS MD 20740-2313

Name And Address Of Additional Insured Person Or Organization:

SIGMA REAL ESTATE
8911 60TH AVE
BERWYN HTS MD 20740-2313

Location Of Premises (Part Leased To You):

MULTIPLE LOCATIONS

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include additional insured, any person or organization shown in the Schedule, but only with respect to damages arising out of the ownership, maintenance or use of that part of the premises leased to or for the use of the additional insured shown in the Schedule.
2. With respect to the insurance afforded the additional insured, this insurance does not apply to:
 - a. Any "occurrence" or offense which takes place after you cease to be a tenant in the premises shown in the Schedule.
 - b. Structural alterations, new construction or demolition operations performed by or for the additional insured.
3. Any insurance provided to the additional insured shall only apply with respect to a claim or "suit" brought for damages for which you are provided coverage.
4. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

CMP-4788



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4788 ADDITIONAL INSURED — MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 90-BJ-A291-0

Named Insured:

OAKS AT 65TH CONDOMINIUM II
ATTN NAISHA DINKINS
C/O SIGMA REAL ESTATE
8911 60TH AVE
BERWYN HTS MD 20740-2313

Name And Address Of Additional Insured Person Or Organization:

SIGMA REAL ESTATE
8911 60TH AVE
BERWYN HTS MD 20740-2313

Location Of Premises (Part Leased To You):
MULTIPLE LOCATIONS

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include additional insured, any person or organization shown in the Schedule, but only with respect to damages arising out of the ownership, maintenance or use of that part of the premises leased to you shown in the Schedule.
2. With respect to the insurance afforded the additional insured, this insurance does not apply to:
 - a. Any "occurrence" or offense which takes place after you cease to be a tenant in the premises shown in the Schedule.
 - b. Structural alterations, new construction or demolition operations performed by or for the additional insured.
3. Any insurance provided to the additional insured shall only apply with respect to a claim or "suit" brought for damages for which you are provided coverage.
4. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

CMP-4788

Litigation

The Oaks at Sixty-Fifth Condominium II Association Inc.

This document is currently either not available or not applicable for this association.

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Other Document

The Oaks at Sixty-Fifth Condominium II Association Inc.

The Oaks at 65th Condominium II Fee Collection Policy

1. ALL fees are due and payable on the first day of each month.
2. After the close of business on the fifteenth (15th) day of the month, any delinquent balance shall have a late fee in the amount of \$15.00 applied.
3. On the fifteenth (15th) of each month all owners with a balance on their account shall be notified, by Management, by first class mail sent to their last known address.
The notice shall show the total amount due, what the amount is comprised of, and shall state that if not received by management within ten (10) days further action will be taken.
4. Any account with a balance of \$100.00 or more after forty-five (45) days will be sent a second late notice from management. If not paid within ten (10) days of the date of that notice, the account shall be turned over to the Association's attorney for collection. Once an account has been turned over to the attorney for collection:
 - a) The account will be accelerated requiring all association fees to be paid for the balance of the fiscal year.
 - b) All communication from this point forward must be with the attorney's office, not with management or Board members.
 - c) Attorney's fees and costs, late charges, and interest at the maximum allowed by law shall be assessed to the account.
 - d) The attorney's office will determine if they will require payments in the form of cashier checks, certified checks or money orders.
5. All payments on the account will be credited in the following order: a portion to legal fees, costs, interest, late charges, special assessments and then regular assessments. All payments will first be credited against the oldest outstanding balances.
6. The attorney will be instructed to file a lien against the home\lot and to file suit against the home\lot owner (this will protect the Association by taking action against the property and the person).

Signed by:


10-10-06
Board of Directors


Date:

President, The Oaks at 65th Condominium II

The Oaks at 65th Condominium II Fee Collection Policy

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 - d) The attorney's office will determine if they will require payments in the form of cashier checks, certified checks or money orders.
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6. The attorney will be instructed to file a lien against the home\lot and to file suit against the home\lot owner (this will protect the Association by taking action against the property and the person).

Signed by:


10-10-06
President, The Oaks at 65th Condominium II
Board of Directors

Date:

Rules and Regulations
The Oaks at Sixty-Fifth Condominium II Association Inc.



@ 65 Condominiums II Reserved Parking Registration

Please check one:

☐ New Applicant

Owner/Occupant Name(s):

Address:

Telephone Number(s):

(work)

Email (if applicable):

Do you, own ☐ or rent ☐ ? (check one)

If you checked rent, please fill in the information below:

Owner's Name(s):

Current Mailing Address:

Home Telephone:

Work Telephone:

License Plate Number/State

Vehicle Year

Make, Model, Color

OFFICE USE ONLY
Assigned Permit Number

(1)

(2)

I declare that I understand, agree, and acknowledge all parking rules and regulations set forth by Oaks @65 Condominium II. I further agree to abide by said policies and procedures and all of the information I have provided on this application is true and accurate to the best of my knowledge.

Print Name (Owner of record #1)

Print Name (Owner of record #2)

Signature (Owner of record #1)

Signature (Owner of record #2)

Date

Date

Permits Issued By

Date

The Oaks at 65th Condominium II Association Parking Rules and Regulations

PREAMBLE

A RESOLUTION TO ADOPT PARKING RULES AND REGULATIONS.

Whereas, Article V, Section 3 of the By-laws grants the Board of Directors all powers for the conduct of the affairs of the Association which are granted by law and the documents of the Oaks at 65th Condominium II Association, Inc.; and

Whereas, Article V, Section 3 (A) of the By-laws delegates to the Board of Directors the duty to provide for care, upkeep and surveillance of the project and the general common elements which include the common parking areas; and

Whereas, Article Section 3(D) of the By-Laws provides that the Board of Directors has the power and duty to promulgate and enforce rules and regulations and restrictions and requirements as maybe deemed proper respecting, the use, occupancy and maintenance of the Condominium and the use of the General and Limited Common Elements by the members, of all of which shall be consistent with federal, state and local law and the provisions of these By-Laws and the Declaration.

Whereas, Article X, Section 1 of the Declaration states: All present and future owners, tenants and occupants of Condominium Units shall be subject to and shall comply with the provisions of the Maryland Condominium Act, this Declaration, and the By-laws, as they may be amended from time to time and decisions and resolutions of the Council of Unit Owners.

Whereas, Article III, Section 4 of the By-Laws states: The Council of Unit Owners shall have all of those powers enumerated in Section 11-109(d) of the Act, as the same may be amended from time to time. All powers residing in the Council of Unit Owners, except for such as in the Act are expressly reserved to the Council of Unit Owners, shall be delegated to and exercised by the Board of Directors and/or the managing agent employed by the Board of Directors on behalf of the Council of Unit Owners.

Whereas, Article V, Section 3(k) of the By-Laws states that the Board of Directors has the power to have unauthorized vehicles removed from Common Elements in accordance with rules adopted by the Council of Unit Owners and posted on the parking lot area or in such other conspicuous location.

Whereas, Article V, Section 3(l) of the By-Laws states that the Board of Directors has the power to the extent authorized, to allocate parking spaces within the Condominium to Unit Owners and guests. Only the Declarant or the Board of Directors may assign parking spaces from time to time.

Now therefore, be it resolved that The Board of Directors in an open meeting held on the 28th day of June, 2010, voted to adopt the following Parking Rules and Regulations:

The Oaks at 65th Condominium II Association

Parking Rules and Regulations

II. Definitions

1. **Abandoned Vehicles** - Shall mean any vehicle that (i) has remained on the premises of the Oaks at 65th Condominium II for more than 48 hours without the consent of the Board; or (ii) has remained on the premises of The Oaks at 65th Condominium II for more than 48 hours and is not displaying currently valid registration plates; or (iii) any vehicle that meets the definition of "abandoned vehicle" under the Code of Maryland.
1. **Authorized Vehicle** - Shall mean any vehicle which is permitted to occupy parking spaces(s) at the Oaks at 65th Condominium II.
2. **Board** - Shall mean the Board of Directors, officers and agents of the Oaks at 65th Condominium II.
3. **Handicapped** - Shall mean the holder of a valid handicapped or disabled person's state registration.
4. **Junk Vehicle** - Any vehicle that is incapable of passing current Maryland state Motor Vehicle Administration inspection or one that does not display proof of current registration plates, regardless of condition.
5. **Motorcycle** - A vehicle with two wheels in tandem, propelled by an internal combustion engine and sometimes having a sidecar with a third wheel.
6. **Occupant** - Occupant refers to the owner(s) of any Condominium unit, such owner's, tenants or renters, and to any children, who are occupying a condominium.
7. **Parking** - Shall mean the temporary stopping and placement of a vehicle in one fixed location. Temporary contemplates a frequency of use of the vehicle that is generally operated by the owner. Temporary does not contemplate storage, which is a long term placement of a vehicle in one location.
8. **Parking Space** - Shall mean the physical area within the space marked upon the pavement as a single parking space for a vehicle.
9. **Unauthorized Vehicle** - Shall mean any vehicle that is not authorized by these Rules and Regulations or the Declaration or By-Laws.
10. **Vehicle** - Shall mean any self-propelled device on a highway used for the transportation of persons or property upon a highway, and which is licensed by any state.

The Oaks at 65th Condominium II Association

Parking Rules and Regulations

The parking lot within the Oaks at 65th Condominium II is for the exclusive use of the Oaks at 65th Condominium II unit owners, visitors, and for those having business with the Association.

I. Registration and Parking Passes

- All unit owners or authorized occupants must pre-register their vehicles with the managing agent, by completing the designated registration application, in order to receive valid Oaks at 65th Condominium II parking hang tag.
- Upon receipt of the completed application, and so long as there are no violations of these Parking Rules and Regulations, the managing agent will provide the unit owners or authorized occupants with two (2) parking hang tags.
- Parking permits will **ONLY** be issued to unit owners who are current in Home Owner Association fees, late fees, and other financial obligations to the Association. If you are not current with your homeowner association fees, your vehicle will be towed from the property.
- Unit owners entering into a payment agreement with the collection Attorney must pay a minimum of \$1,000 or 10% of the total account arrearage (whichever is greater) prior to issuance of a community parking permit. If you are currently working with the attorney, in order to receive parking permits while in collections you must either pay \$1,000 or 10% , of the total arrearage due on your account (whichever is greater) before parking permits will be issued. Prior to issuance of a community parking permit, the law firm must provide written confirmation that the delinquency has been paid in full; or the minimum payment of \$1,000 or 10% (whichever is greater) of your total debt has been paid. Please be advised that if your payment arrangements are breached, your vehicle will be placed on the tow list and your vehicle will be towed from the property. Parking will be enforced effective September 1, 2010 by Fast Lane Towing who has the authority to tow any vehicle that is in violation of these rules and regulations. The Association accepts no responsibility or liability for the actions of the independent contractor Fast Lane Towing.

The Oaks at 65th Condominium II Association

Parking Rules and Regulations

II. Parking Rules and Regulations

The following Parking Rules and Regulations will be applicable to the occupants of the condominium, whether occupants are the owners, renters, guests, or visitors of the occupants. As applicable, owners are required to notify renters, guests, and visitors of the following Parking Rules and Regulations, which if not followed, their vehicles will be subject to be towed at the expense of the owners.

- All vehicles parked on the lot must have a valid parking hangtag properly displayed on the rear view mirror of the vehicle at all times. A valid parking tag is defined as one issued by the management of The Oaks at 65th Condominium II to the individual unit owner for the current year, and one that contains a permit number that has not been voided. Parking Tag Permit numbers are voided when the unit owner sells the unit, a parking tag permit is exchanged or a new parking tag permit is issued.
- A vehicle cannot park on the property with a revoked parking permit.
- A vehicle cannot park in a space not authorized by permit such as a "handicapped" space without proper handicap hangtag, or license plates.
- A vehicle cannot park in the community for the purpose of habitation, repair, and storage or with expired tags.
- All vehicles (including motorcycles) must be parked in a marked space. No parking is permitted in fire lanes, cross parking, yellow curbing areas, in restricted areas, on common element, grass areas, or on sidewalks. A vehicle cannot park outside the legal parking space or over stall.
- A vehicle cannot park over the line, on a curb, on grass, sidewalks or crosswalks.
- A vehicle cannot park in one spot for more than one month unless a written request is submitted in advance and approved by the Board of Directors.
- All motorcycle tag numbers must be given to the Management Agent for documentation. Motorcycles may not be parked on sidewalks, front or side lawns, or between parallel parked vehicles.

The Oaks at 65th Condominium II Association Parking Rules and Regulations

- ALL CARS THAT WILL BE PARKING IN THE OAKS at 65th CONDOMINIUM II PARKING LOT MUST BE REGISTERED WITH THE MANAGING AGENT, immediately or their vehicle will be subject to tow.
- No loud music or honking horns shall be permitted.

III. Replacement Parking Permits

Lost and stolen parking hangtags will be replaced upon written request from the owner/occupant. The payment of a standard replacement fee of one hundred dollars (\$100.00), to be paid in the form of a certified check or money order **ONLY**, made payable to The Oaks at 65th Condominium II, will be charged to cover the cost of issuing a new parking hangtag regardless of the reason for replacement.

- Each unit owner will be issued (2) parking tags per unit Only, **NO EXCEPTIONS!!!!**
- A unit owner who transfers a parking permit to a tenant must retrieve the permit from the tenant upon termination of the lease.

IV. Enforcement

Failure to follow parking policies by any guest, owner/ occupant, or visitor of The Oaks at 65th Condominium II may result in towing and/or the revocation of parking permits or privileges.

- Without limiting the generality thereof, all motor vehicles shall display current license plates and be maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions, or appearance, such as broken or cracked windows.
- No vehicle belonging to any occupant, or to any guest or any occupant, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access or the passage of traffic throughout the community.

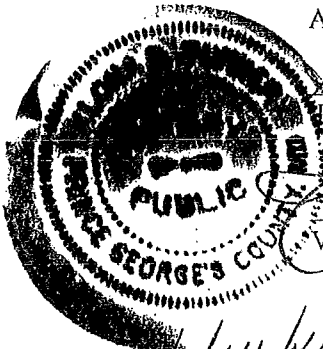
The Oaks at 65th Condominium II Association

Parking Rules and Regulations

- Unit owners who lease, license, or rent their units to others in compliance with these Parking Rules and Regulations as elsewhere provided may assign the use of the parking passes provided for in section 2 thereof, to his or her lessees, or renters, but only if the remainder of this section is met. The unit owner shall be ultimately responsible for the actions of said renters and guest. The unit owner must include in and attach to all leases executed 30 days after the effective date of these Rules, a copy of these Parking Rules and Regulations. Any assignment made under this section to such tenants will only be effective during the term of the lease or license and must be renewed upon renewal or execution of a new lease or license. No assignment will be effective until the unit owner files a conformed copy of said lease or license with the managing agent. Under the terms of the By-Laws, a violation of these parking rules shall be deemed a default under the lease. For existing leases, a copy must be filed with the management agent within 15 days of the effective date of these Rules and Regulations.

The Oaks at 65th Condominium II Association Board of Directors reserves the right to amend this policy with 30 days written notice to registered unit owners.

ATTEST:



Shauntia Tetler 16 Feb 13
President Date

Secretary Date

Ant M. Calanog 16 Feb 13
Vice President Date

Treasurer Date

*Submitted and sworn to on this 16th day of February 2013
Shauntia Tetler and Tarsha Calanog personally
appeared before me.*

Commission Expires Aug 21, 2016 *Debra D. Super*
NOTARY Public