

Frenchman's



Creek

Association Office
Suite B2133
7617 Fontainebleau Drive
New Carrollton MD 20784
Tel (301) 459-2004
Fax (301) 459-1270

June 1, 2018

Dear Homeowner:

Congratulations on the purchase of your new home! As Board President of Frenchman's Creek Condominium Association, I welcome you to your new community. I hope this letter will help to orient you.

By purchasing a home in Frenchman's Creek Condominiums, you automatically become a member of the Council of Unit Owners which is a council composed of all unit owners in the Condominium. The purpose of the Council is to maintain the common areas and grounds and to provide other services so as to protect the marketability of the homes within the community. The Condominium Association is run by a five-member Board of Directors consisting of homeowners who are elected by the unit owners.

At settlement, you should have received a copy of legal documents (Declaration of Covenants and By-Laws) which establishes the Council and details your obligations as a member. There are several important items in the legal documents which should be pointed out:

1. The exterior of your unit, including balconies, patios and decks must be kept in a neat and orderly manner.
2. Trash should be placed inside the dumpster on the exterior of the property. Trash is collected on Mondays and Thursdays.
3. Each homeowner is obligated to pay a monthly assessment to the Condominium. The assessment covers the cost for common area maintenance, lawn care, ground maintenance, snow removal, liability insurance, exterior lighting, water, gas, and other such maintenance expenses. Assessments are due on the first day of each month, and are considered late if not received by the 15th of the month, at which time a \$15.00 late fee is assessed. A copy of the current budget is enclosed.
4. Frenchman's Creek is currently managed by The Commercial Management Group, Inc. You will receive a coupon booklet for your use in making your monthly assessment payments. Until you receive this booklet, please send all payments directly to:

The Commercial Management Group, Inc.
14440 Cherry Lane Court Suite 219
Laurel, Maryland 20707

Telephone: 240-568-8920

Your check should be made payable to "Frenchman's Creek Condominium" and you should indicate your property address on your check to ensure accurate posting.

5. You and your guest(s) must have a parking permit in order to park anywhere on the property. Towing is enforced between 11:00 p.m. and 7:00 a.m. (seven days a week).
6. **You must seek authorization in writing before changing your window(s) and/or patio/balcony doors (Architectural change).**

The Commercial Management Group provides Financial Management only. All maintenance issues are handled by the On-Site business office which is located on the corner of Riverdale Road and Fontainebleau Drive. Our office hours are 9:00 a.m. – 5:00 p.m., Monday through Friday.

The Public Library is located on the corner of Lamont Street and Riverdale Road about one block away from the property. The post office is on Buchanan Street, directly behind the CVS on Annapolis Road in Landover Hills (about 3 minutes away), while the New Carrollton Subway is located just 2 minutes away.)

Please visit our website (www.frenchmancreekhoa.com) for additional information. Good luck and enjoy your new home.

Sincerely,



Paul Gbenoba
President, Board of Directors

Frenchman's



Creek

Association Office
Suite B2133
7617 Fontainebleau Drive
New Carrollton MD 20784
Tel (301) 459-2004
Fax (301) 459-1270

RESIDENT INFORMATION UPDATE FORM

Dear Homeowner:

Please complete this form to provide Frenchman's Creek and updated record of the residents of the community. You may submit the completed form directly to the Frenchman's Creek Business Office at the address listed below or fax it to (301) 459-1270.

Owner(s) First & Last _____
(Please print)

Your Current Home Address _____

Property Address _____

Work Tele. No. _____

Home Tele. No. _____

Cellphone No. _____

Is your condominium vacant? Yes No. If not vacant, please provide tenant information in the space listed below.

Tenant's Name: _____

Tenant's Home Tele. No. _____

Tenant's Cellphone No. _____

Owner Signature: _____ Date: _____

Thank you for your cooperation.

Frenchman's



Creek

Association Office
Suite B2133
7617 Fontainebleau Drive
New Carrollton MD 20784
Tel (301) 459-2004
Fax (301) 459-1270

Request for Architectural Change

Date of Request: _____

Property Owner(s): _____
First Name Last Name

_____ Email Address Work/Cell Phone Home

Property Address: _____

Currently Occupied? _____
Yes No

Request (Explain in writing what you need done. Attach pictures for window/sliding door to be installed)

Approved/Denied: _____

Date: _____

Approving Official: _____

SECTION I

DECLARATION

FOR

FRENCHMAN'S CREEK CONDOMINIUM

DECLARATION

TABLE OF CONTENTS

Section		Page
1.	Submission of Property	1
2.	Definitions	1
3.	Name of Condominium	4
4.	Improvements; Buildings; Parking	4
5.	Units; Percentage Interests; Voting	4
6.	Dimensions of Units	4
7.	Common Elements	5
8.	Recreation Facilities	5
9.	Maintenance and Repair	6
	(a) By the Council of Unit Owners	6
	(b) By Unit Owners	6
	(c) Manner of Repair and Replace- ments	7
10.	Additions, Alterations or Improvements	7
	(a) By the Council of Unit Owners	7
	(b) By Unit Owners	8
11.	Relocation of Unit Boundaries and Sub- division of Units	8
12.	Insurance	8
	(a) Authority to Purchase	8
	(b) General Requirements	8
	(c) Developer Protection	9
	(d) Insurance Companies	9
	(e) Physical Damage Insurance	10
	(f) Liability Insurance	11
	(g) Other Insurance	12
	(h) Separate Insurance	12
	(i) Insurance Trustee	13
	(j) Board of Directors as Agent	13
13.	Repair and Reconstruction After Fire Or Other Casualty	13
	(a) Procedure for Reconstruction and Repair	13
	(b) Disbursements of Construction Funds ...	14
14.	Sales, Leases, and Alienation of Condominium Units	16
	(a) No Severance of Ownership	16
	(b) By Developer	16
	(c) By Unit Owners	16
15.	Units Subject to Declaration, Bylaws, Easement and Covenants and Rules and Regulations	16
16.	Easements	17
17.	Option to Expand the Condominium	19

18.	Amendment of Declaration	20
19.	No Revocation or Partition	20
20.	No Merger	20
21.	Consent of First Mortgages	20
22.	Priority of First Mortgages	21
23.	Washington Suburban Sanitary Commission	21
24.	Changes by Developer	21
25.	Waiver	21
26.	Severability	21
27.	Gender	21

5530 576

MAY 12 11 45 AM '87
CLERK OF THE
COURT
PRINCE GEORGE'S COUNTY
MARYLAND

DECLARATION

OF

FRENCHMAN'S CREEK CONDOMINIUM
(Prince George's County, Maryland)

MAY 12 2007 12:22:21 PM
CLERK OF THE COURT
PRINCE GEORGE'S COUNTY
MARYLAND

PRINCE GEORGE'S COUNTY, MARYLAND

DECLARATION
TABLE OF CONTENTS

Section		Page
1.	Submission of Property	1
2.	Definitions	1
3.	Name of Condominium	4
4.	Improvements; Buildings; Parking	4
5.	Units; Percentage Interests; Voting	4
6.	Dimensions of Units	4
7.	Common Elements	5
8.	Recreation Facilities	5
9.	Maintenance and Repair	6
	(a) By the Council of Unit Owners	6
	(b) By Unit Owners	6
	(c) Manner of Repair and Replace- ments	7
10.	Additions, Alterations or Improvements	7
	(a) By the Council of Unit Owners	7
	(b) By Unit Owners	8
11.	Relocation of Unit Boundaries and Sub- division of Units	8
12.	Insurance	8
	(a) Authority to Purchase	8
	(b) General Requirements	8
	(c) Developer Protection	9
	(d) Insurance Companies	9
	(e) Physical Damage Insurance	10
	(f) Liability Insurance	11
	(g) Other Insurance	12
	(h) Separate Insurance	12
	(i) Insurance Trustee	13
	(j) Board of Directors as Agent	13
13.	Repair and Reconstruction After Fire Or Other Casualty	13
	(a) Procedure for Reconstruction and Repair	13
	(b) Disbursements of Construction Funds	14
14.	Sales, Leases, and Alienation of Condominium Units	16
	(a) No Severance of Ownership	16
	(b) By Developer	16
	(c) By Unit Owners	16
15.	Units Subject to Declaration, Bylaws, Easement and Covenants and Rules and Regulations	16
16.	Easements	17
17.	Option to Expand the Condominium	19

18.	Amendment of Declaration	20
19.	No Revocation or Partition	20
20.	No Merger	20
21.	Consent of First Mortgages	20
22.	Priority of First Mortgages	21
23.	Washington Suburban Sanitary Commission	21
24.	Changes by Developer	22
25.	Waiver	22
26.	Severability	22
27.	Gender	22

DECLARATION
FOR CONDOMINIUM OWNERSHIP OF
PREMISES LOCATED IN
PRINCE GEORGE'S COUNTY, MARYLAND

5530 579

PURSUANT TO THE
CONDOMINIUM ACT OF THE STATE OF MARYLAND

THIS DECLARATION is made as of Apr. 11 30, 1982, by
Fontainebleau, Inc., a Maryland corporation (the "Developer").

1. Submission of Property The Developer, owner of the land described in Exhibit A-1, located in Prince George's County, Maryland (the "Land") hereby submits the Land together with the buildings and improvements erected thereon (hereinafter together called the "Property") to the provisions of the Condominium Act of the State of Maryland (Real Property Article, Title 11, §§ 11-101 et seq., Ann. Code of Maryland (1974 Volume and 1980 Supplement, as amended by Senate Bill No. 1028 (effective July 1, 1981)), in order to create a plan of condominium ownership in such Property.

That recorded on May 12, 1982, Plat Book NLP 118 at PAM'S 35-41, inclusive.

2. Definitions The terms used in this Declaration and in the attached Bylaws shall have the following meanings:

(a) "Additional Land" means the real property described in the survey attached hereto and made a part hereof as Exhibit A-1, exclusive of the buildings and improvements erected thereon, which real property may be added in whole or in part at any time or from time to time to the Condominium in accordance with the provisions of this Declaration and the Condominium Act.

(b) "Board of Directors" means the governing body of the Council of Unit Owners.

(c) "Building(s)" means the buildings and any other improvements erected on the Submitted Land. In the event the Condominium is expanded, the term "Buildings" shall mean the buildings and any other improvements erected on the Submitted Land and such portions of the Additional land as from time to time have been added to the Condominium.

(d) "Building Plans" consist of the plans attached hereto and made a part hereof as Exhibit A-2, and any supplemental plans thereto, showing graphic particulars of the Buildings and the Units.

(e) "Bylaws" means the Bylaws attached hereto as Exhibit B, as amended from time to time.

(f) "Common Elements", both "General" and "Limited," means all parts of the Property other than the Units, as more fully set forth in Section 7 of this Declaration.

(g) "Common Expenses" means and includes: all sums lawfully assessed against the Unit Owners by the Council of Unit Owners, including, without limitation, expenses of administration, maintenance, repair or replacement of the Common Elements, including insurance premiums and contributions to such reserves as may be established.

(h) "Condominium Act" means Real Property Article, Title 11, §§ 11-101 et seq., of the Annotated Code of Maryland (1974 Volume and 1980 Supplement, as amended by Senate Bill No. 1028 (effective July 1, 1981)).

(i) "Condominium Unit" means a Unit together with the undivided interest in the Common Elements appertaining to that Unit.

(j) "Council of Unit Owners" means all of the Unit Owners acting as a group in accordance with the provisions of the Condominium Act, this Declaration and the Bylaws. The Council of Unit Owners need not be incorporated but is subject to the provisions of Title 5, Subtitle 2 of the Corporations and Associations Article of the Annotated Code of Maryland (1974 Volume and 1980 Supplement, as amended) to the extent not inconsistent with the Condominium Act.

(k) "Developer" means Fontainebleau, Inc., and its successors and assigns at any time involved in the conversion and development of the Condominium.

(l) "Easements and Covenants" means that certain Declaration of Easements and Covenants recorded among the Land Records of Prince George's County, Maryland, prior to the recording of this Declaration, making the Recreation Facilities available on a cost sharing basis to the Owners and occupants of the Condominium and the Additional Land. A copy of the Easements and Covenants is attached hereto as Exhibit D.

(m) "Land" or "Submitted Land" means the real property described in the survey attached hereto and made a part hereof as Exhibit A-1, exclusive of the Buildings. In the event the Condominium is expanded, the term "Land" shall mean and refer to the Submitted Land together with such portions of the Additional Land as from time to time have been added to the Condominium.

- (n) "Managing Agent" means any professional managing agent employed to perform such duties and services for the Condominium in accordance with the provisions of the Condominium Act, this Declaration and the Bylaws.
- (o) "Mortgage" means any recorded first deed of trust or first mortgage encumbering a Condominium Unit.
- (p) "Mortgagee" means any mortgagee under a Mortgage encumbering a Condominium Unit.
- (q) "Unit Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof, which owns fee simple title to a Condominium Unit, but does not include a Mortgagee, as such, unless and until such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.
- (r) "Percentage Interest" means the undivided interest of each Unit in the Common Elements as set forth in Exhibit C attached hereto and made a part hereof, as amended from time to time. In the event the Condominium is expanded, Percentage Interests for all Units in the Condominium as expanded shall be adjusted as set forth in Section 17 of this Declaration.
- (s) "Plat" means the plat of the Property and consists of the survey of the Submitted Land attached hereto as Exhibit A-1 and the Building Plans attached hereto as Exhibit A-2, and any amendments or supplements thereto. "Expansion Plat" means the survey of the Additional Land attached hereto as Exhibit A-3.
- (t) "Recreation Facilities" means the areas graphically designated as such on the Plat, and all facilities thereon used for community recreation purposes, and the means of access thereto. The Developer specifically reserves the right, but is not obligated to construct additional or expanded recreation facilities on the Submitted Land and/or the Additional Land, and, when and if such facilities are constructed, they, and the means of access thereto, upon amendment of the Easements and Covenants to include such facilities, shall automatically be deemed "Recreation Facilities" for all purposes of this Declaration, the Bylaws and the Easements and Covenants.
- (u) "Rules and Regulations" means those rules and regulations adopted from time to time by the Board of Directors in accordance with the provisions of the Condominium Act, this Declaration and the Bylaws.
- (v) "Unit" means any one of those parts of the Buildings which is separately described as a Unit on the Plat and in Sections 5 and 6 of this Declaration, and in any amendment to any of the foregoing.

3. Name of Condominium. The Condominium is and shall be known as "Frenchman's Creek Condominium."

4. Buildings; Parking. There have been erected on the submitted Land one hundred thirty-one (131) Units and appurtenant facilities as shown on the Plat. The location, dimensions, and area of the improvements on the Submitted Land are shown on the Plat. Surface automobile parking areas situated as shown on the Plat are Common Elements and, unless the Board of Directors shall otherwise determine, shall be available on an unassigned basis for the use of all Unit Owners on a first come, first served basis.

5. Units; percentage interests; Voting. Attached hereto and made part hereof as Exhibit C is a list of all Units in the Condominium, their Identifying Numbers, location (all as more fully shown on the Plat), the areas of the Units (determined by reference to the dimensions shown on the Plat), and the Percentage Interest of each Unit in the Common Elements determined on the basis of the proportion the approximate area of each Unit bears to the total approximate area of all Units. The approximate areas of the Units, the Buildings, the Submitted Land and the immediate Common Elements to which each Unit has access are shown on the Plat. Each Unit shall be entitled to one (1) vote at all meetings of the Council of Unit Owners, as more particularly set forth in the Bylaws.

6. Dimensions of Units. Each Unit consists of the space measured horizontally between the unfinished, unexposed inside surface of the drywall enclosing such Unit and the space measured vertically from the unfinished, unexposed inside surface of the flooring of such Unit to the unfinished, unexposed inside surface of the ceiling of such Unit. Included as a part of each Unit are: (a) the door to any balcony or patio serving only the Unit; (b) the front entrance door and any other entrance door to the Unit; (c) all windows in the Unit; (d) the interior ceilings and floors of the Unit; (e) the air-conditioning, plumbing and heating components located within the boundaries of or exclusively serving such Unit; (f) subject to the following sentence, all space, interior partitions, and other fixtures and improvements (including, without limitation, sinks, bathtubs, other plumbing facilities, refrigerators, ovens and other appliances) within the Unit boundaries. In addition, if any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

7. Common Elements.

(a) General Common Elements. The General Common Elements consist of the entire Property (including all parts of the Buildings) other than the Units and Limited Common Elements and include, without limitation, the following:

- (1) The Land;
- (2) All foundations, columns, girders, beams and supports of all Buildings which are not included as parts of Units;
- (3) All exterior walls and roofs of the Buildings and all walls and partitions separating Units (except those portions of which are part of a Unit or Units);
- (4) Any tot lots, playground and picnic areas, and equipment located on the Land, and, when and if the Condominium is expanded to include any of the Recreation Facilities, such Recreation Facilities;
- (5) All parking and driveway areas, sidewalks, common walkways, pathways, and private streets;
- (6) All pumps, pipes, wires, cables, conduits and other apparatus relating to the water distribution, power, light, telephone, gas, sewer and plumbing systems not included as parts of Units;
- (7) Subject to Section 6, all apparatus and installations existing or hereinafter constructed in the Buildings or on the Land for common use, or necessary or convenient to the existence, the common maintenance or the safety of the Condominium and
- (8) All stairways, building hallways, laundry rooms, storage rooms, trash rooms, and elevators, if any.

(b) Limited Common Elements. The Limited Common Elements consist of those Common Elements which are described as such in the Plat and which are reserved for the use of specific Units to the exclusion of other Units. The Limited Common Elements include any balconies and patios adjacent to any Unit (which are reserved for the exclusive use of the Unit to which each is adjacent), and laundry rooms, which are reserved for the exclusive use of those Units in each Building where such laundry rooms are located.

8. Recreation Facilities. Each Unit Owner shall have the right to use the Recreation Facilities and the liability to contribute his or her pro rata share of the expenses of the Recrea-

tion Facilities (based upon such Unit Owner's Percentage Interest of the Common Expenses attributable to the Recreation Facilities), as more particularly set forth in the Easements and Covenants. Upon termination of the Condominium, the benefits and burdens imposed by the Easements and Covenants shall inure to the successor(s) in title to the Land and Additional Land and shall not be severable therefrom. Subject to Rules and Regulations established in accordance with the provisions of the Easements and Covenants, each owner, as defined in the Easements and Covenants, hereby is granted an easement for the reasonable use of any parking space or walkway in the Condominium in order to gain vehicular or pedestrian access to the Recreation Facilities.

9. Maintenance and Repair.

(a) By the Council of Unit Owners. Except as otherwise provided in this Section 9, or by the provisions of this Declaration or the Condominium Act, the Council of Unit Owners shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements, whether located inside or outside of the Units, the cost of which shall be charged to all Unit Owners as a Common Expense.

(b) By the Unit Owner.

(1) Each Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of his or her Unit and all parts thereof, including, without limitation, interior walls included as part of a Unit, interior ceilings and floors, and the finished interior surfaces of all perimeter walls, ceilings and floors, kitchen and bathroom fixtures and appliances, lighting, heating and air-conditioning components included as a part of the Unit, and the exposed surfaces (but not structural components) of Limited Common Element balconies or patios. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Council of Unit Owners is responsible.

(2) Each Unit Owner shall perform normal maintenance of any Limited Common Element appurtenant to such Unit Owner's Unit and of any portion of the General Common Elements which such Owner has the right to utilize exclusively or in conjunction with less than all of the other Unit Owners, including a storage space, if any, and shall keep such Limited Common Element or portion of the General Common Elements in a clean, safe and sanitary condition, free and clear of snow, ice and any accumulation of water.

(3) Each Unit Owner shall be responsible for all damage to any and all other Units or to the Common Elements resulting from (1) any entry made by a Unit Owner pursuant to the provisions

of Section 5(b) of Article V of the Bylaws, or (ii) such Unit Owner's failure to maintain or make any of the repairs required to be made pursuant to this Section 9. Each Unit Owner also shall be responsible for the expense of any maintenance, repair and/or replacement of any of the Common Elements, including the Limited Common Elements, if in the opinion of not less than eighty percent (80%) of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of any Unit Owner(s), or of any member(s) of such Unit Owner's household or family, or of any employees(s), agent(s), licensee(s) or invitee(s) of such Unit Owner(s). All structural repairs or replacements of any and all Common Elements, including, Limited Common Elements, made pursuant to this paragraph (3) shall be made by the Council of Unit Owners, but the cost thereof shall be borne by the party(ies) responsible therefor as herein provided.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation, and shall be of first class quality.

10. Additions, Alterations or Improvements.

(a) By the Council of Unit Owners Whenever the Common Elements shall require any addition, alteration or improvement costing in excess of Ten Thousand Dollars (\$10,000) and the making of such addition, alteration or improvement shall have been approved by a majority of the votes of Unit Owners (as such term is defined in Section 11, Article II of the Bylaws) at a meeting duly called for such purpose, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Emergency repairs, however, necessary to prevent or correct conditions involving manifest danger to life or property, or for the preservation and safety of the Condominium, or for the safety of the Unit Owners, or required to avoid the suspension of any necessary service to the Condominium, may be made by the Board of Directors on behalf of the Council of Unit Owners without Unit Owner approval regardless of the cost limitations imposed by this Section 10. Any addition, alteration or improvement costing Ten Thousand Dollars (\$10,000) or less may be made by the Board of Directors on behalf of the Council of Unit Owners without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing provisions of this Section 10, if, in the opinion of not less than eighty percent (80%) of the members of the Board of Directors, any additions, alterations or improvements are or shall be exclusively or substantially exclusively for the benefit of the Unit Owner or Owners requesting the same, such requesting Unit Owners shall be assessed therefor in such proportion as they approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors. The dollar limitations set forth above shall increase automatically each year, beginning

5530 550

in 1983, in proportion to increases in the Consumer Price Index (all items) for the Washington, D.C. metropolitan area, or any successor index thereto.

(b) By Unit Owners. No Unit Owner shall make any addition, alteration or improvement in or to his or her Unit which will or may impair the structural integrity, or mechanical, electrical or plumbing systems of any of the Buildings or of the Condominium. Interior partitions contributing to the support of any Unit or Building shall not be altered or removed. No Unit Owner shall make any addition, alteration or improvement, or shall change the appearance of the Common Elements or the exterior appearance of a Unit (including, without limitation, doors and windows) without the prior written consent of the Board of Directors acting for and on behalf of the Council of Unit Owners. If application to any governmental authority for a permit to make any addition, alteration, improvement or change requires execution by the Council of Unit Owners, and, if applicable, provided consent of the Board of Directors has been given, then the application shall be executed on behalf of the Council of Unit Owners by the Board of Directors or any officer designated by the Board, without however incurring any liability to any contractor, subcontractor or materialman on account of such addition, alteration, improvement or change, or to any person having any claim for injury to person or damage to property arising therefrom. Nothing herein shall in any way be deemed to prohibit or unreasonably limit the conversion, rehabilitation or sales activities of the Developer.

11. Relocation of Unit Boundaries and Subdivision of Units. Subject to the provisions of this Declaration, any Unit may be subdivided, or the boundaries thereof relocated as provided in the Condominium Act.

12. Insurance.

(a) Authority to Purchase. Except as otherwise provided in this Section 12, all insurance policies relating to the Condominium shall be purchased by the Board of Directors. The Board of Directors shall be required to use its best efforts to obtain and maintain the insurance specified in this Section 12, together with any other insurance required by the Condominium Act.

(b) General Requirements. Each policy of insurance purchased by the Board of Directors shall provide to the fullest extent applicable, consistent with the requirements of the Condominium Act, that:

(1) The named insured under such policies shall be the Council of Unit Owners, the Developer, the Board, the Insurance Trustee and the Managing Agent, and their authorized representatives, as their interests may appear;

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

(3) The insurer waives (i) any right to claim by way of subrogation against the Developer, the Council of Unit Owners, the Board of Directors, the Managing Agent or the Unit Owners, and their respective agents, employees, invitees and, in the case of the Unit Owners, the members of their households; and (ii) any defense based upon co-insurance or upon any invalidity arising from the acts of the insured;

(4) Such policy shall not be cancelled, invalidated or suspended due to the act or omission of any Unit Owner (including any member of his or her household or family and his or her invitees, agents and employees) or of any member, officer or employee of the Board of Directors or the Managing Agent;

(5) Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Board of Directors and the Managing Agent, and in the case of physical damage insurance, to all Mortgagees and Unit Owners to whom certificates, subpolicies or endorsements have been issued;

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

(7) Subject to the provisions of the Condominium Act, the master policy shall contain a standard mortgage clause, without contribution, in favor of each Mortgagee of a Unit to the extent of the portion of the coverage of the master policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such Mortgagee and the Unit Owner, as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee set forth in this Section 12.

(c) Developer Protection. The Developer, so long as Developer shall own any Unit, shall be protected by all such policies as a Unit Owner.

(d) Insurance Companies. All policies of insurance shall be written by reputable companies licensed to do business in the State of Maryland, with a Class VI or better rating under Best's Rating Schedule (or any comparable rating under a revised rating schedule).

(e) Physical Damage Insurance.

(1) The Board of Directors shall obtain and maintain a blanket all-risk policy of fire insurance with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage, debris removal, cost of demolition and water damage endorsements, insuring the entire Condominium (excluding only improvements and betterments supplied or installed by or other personal property of the Unit Owners in the Units), together with all heating and air conditioning equipment and other service machinery contained therein, and covering the interests of the Council of Unit Owners, the Board of Directors and all Unit Owners and their Mortgagees, as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee contained in this Section 12, in an amount equal to one hundred percent (100%) of the value of the Condominium based on then current replacement cost (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation. The amount of coverage shall be reviewed annually by the Board of Directors with the assistance of the insurance company affording such coverage and such coverage shall be redetermined when and as the Board of Directors deems advisable.

(2) Such policy shall also provide or include:

(i) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to this Declaration not to do so and, in such event, that the insurer shall pay on the basis of the agreed amount endorsement as though a total loss had occurred;

(ii) The following endorsements (or their equivalent): (i) "no control", (ii) "contingent liability from operation of building laws or codes"; (iii) "increased cost of construction" or "condominium replacement cost"; and (iv) "agreed amount" or elimination of co-insurance clause; and

(iii) That any "no other insurance" clause expressly exclude individual Unit Owners' policies from its operation so that the Council's physical damage policy shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees.

(3) A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder together with proof

of payment of premiums shall be delivered by the insurer to any Mortgagee so requesting the same at least thirty (30) days prior to the expiration of the then current policy. All Mortgagees whose names have been previously furnished to the Council of Unit Owners shall be notified promptly of any event giving rise to a claim under such policy.

(4) The master policy secured pursuant to this Section (e) also shall provide that (1) the insurer will issue to each Unit Owner a certificate or sub-policy specifying the portion of the master policy allocated to his or her Unit and the Percentage Interest of such Unit in the Common Elements; (2) each Unit Owner shall have the right to request an increase in the coverage allocated to his or her Unit by reason of permitted improvements made solely to his or her Unit, but any additional premium resulting from such additional coverage shall be billed by the insurance company directly to, and shall be paid by, such Unit Owner; and (3) each Unit Owner shall have the right, at such Owner's sole expense, to obtain an endorsement to the master policy insuring such Unit Owner for the cost of emergency shelter in the event of casualty rendering his or her Unit uninhabitable.

(E) **Liability Insurance.** The Board of Directors shall obtain and maintain comprehensive general public liability (including libel, slander, false arrest and invasion of privacy coverage, medical payments coverage and errors and omissions coverage for Directors, officers, the Managing Agent, and their agents and employees) and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring each member of the Board of Directors, the Managing Agent, the Council of Unit Owners, each Unit Owner and the Developer against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to such insured's action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the Council of Unit Owners; (iv) coverage for water damage liability, property of others and garage-keeper's liability to the extent required by the Federal Home Loan Mortgage Corporation; (v) deletion of the normal products exclusion with respect to events sponsored by the Council of Unit Owners; (vi) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Board, the Managing Agent, the Council of Unit Owners or of another Unit Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be written in an amount less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of umbrella liability insurance in excess of the primary limits also shall be obtained.

(g) Other Insurance The Board of Directors shall obtain and maintain:

(1) Adequate fidelity bond coverage to protect against dishonest acts on the part of officers, directors and employees of the Council of Unit Owners and all others who handle, or are responsible for handling, funds of the Council of Unit Owners, including the Managing Agent. Such fidelity bonds shall: (i) name the Council of Unit Owners as an obligee; and (ii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(2) If the Condominium is located in an area at any time designated by the Secretary of the Department of Housing and Urban Development (or equivalent) as having special flood hazards, a blanket policy of flood insurance in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the Condominium Units or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less;

(3) If there is a steam boiler in operation in connection with the Condominium, broad form machinery and pressure vessel (boiler) explosion insurance in an amount not less than Fifty Thousand Dollars (\$50,000.00) per accident per location; and

(4) Such other insurance not inconsistent with the requirements of this Section 12 as the Board of Directors may determine, or as may be requested from time to time by a majority of the votes of Unit Owners (as such term is defined in Section 11, Article II of the Bylaws), or as required by law.

(h) Separate Insurance. Each Unit Owner shall have the right, at his or her own expense, to obtain insurance for his or her own Unit and for his or her own benefit and to obtain insurance coverage upon such Unit Owner's personal property and for such Unit Owner's personal liability as well as upon any permitted improvements or betterments made by such Unit Owner to his or her Unit, ~~provided, however, that no Unit Owner shall be entitled to exercise any right to acquire or maintain such insurance coverage so as to decrease the amount which the Board of Directors or Insurance Trustee, on behalf of all Unit Owners, may realize under any insurance policy maintained by the Council or to cause any insurance coverage maintained pursuant to this Section 12 to be brought into contribution with insurance coverage obtained by a Unit Owner. All policies obtained by Unit Owners shall contain waivers of subrogation. No Unit Owner shall obtain separate insurance policies except as provided above.~~

(1) Insurance Trustee.

(1) Subject to the provisions of Section 11-114 of the Condominium Act, all physical damage insurance policies purchased by the Council shall provide that, with respect to any single loss, if the proceeds thereof exceed One Hundred Thousand Dollars (\$100,000.00), then all such proceeds shall be paid in trust to such bank, insurance company, trust company or other agency, with trust powers, located in the State of Maryland or in the metropolitan Washington, D.C. area, as may be designated by the Board of Directors (which trustee is herein referred to as the "Insurance Trustee"). If such proceeds do not exceed One Hundred Thousand Dollars (\$100,000.00), then all such proceeds shall be paid to the Board of Directors to be applied pursuant to the terms of Section 13 of this Declaration.

(2) The Board of Directors shall enter into an insurance Trust Agreement with the Insurance Trustee chosen by the Board of Directors, with the approval of seventy-five percent (75%) of the Mortgagees holding Mortgages on Condominium Units, which shall provide that the Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in this Declaration for the benefit of the insureds and their beneficiaries.

(j) Board of Directors as Agent. The Board of Directors hereby is irrevocably appointed the agent for each Unit Owner, to adjust and settle all claims arising under insurance policies maintained by the Council and to execute and deliver releases upon the payment of claims.

13. Repair and Reconstruction After Fire or Other Casualty. Except as to the extent that applicable law permits a decision not to repair or reconstruct in the event of fire or other casualty, in the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board of Directors must and shall arrange for and supervise the prompt repair and restoration of the Condominium (excluding only improvements and betterments supplied or installed by or other personal property of Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the interior cosmetic redecoration of his or her own Unit.

(a). Procedure for Reconstruction and Repair.

(1) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the

Board of Directors shall obtain detailed estimates of covered rep costs so as to accomplish repairs to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary or desirable.

(2) Assessments. If the proceeds of the Council's insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made by the Board of Directors against all Unit Owners, in proportion to the respective Percentage Interests of all Units. Such assessments shall be assessments of Common Expenses, but shall not require the approval of the Council of Unit Owners, anything in this Declaration or in the Bylaws to the contrary notwithstanding.

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

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

(D) Disbursements of Construction Funds.

(1) Construction Fund and Disbursement. The net proceeds of insurance collected on account of casualty, together with the sums received by the Board of Directors from collections of assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars (\$100,000.00) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors. If the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars (\$100,000.00), the construction fund shall be disbursed in payment of such costs by the Insurance Trustee upon approval of an architect qualified to practice in the State of Maryland and employed by the Insurance

Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work and stating that: (a) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested. The dollar limitations set forth above shall increase automatically each year, beginning in 1983, in proportion to increases in the Consumer Price Index (all items) for the Washington, D.C. metropolitan area, or any successor index thereto.

(2) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided first among all Unit Owners who paid special assessments levied pursuant to paragraph a(2) of this Section 13 in proportion to their payments; and the balance, if any, shall be divided among the Unit Owners in proportion to their Percentage Interests and shall be distributed in accordance with the priority of interests, at law or in equity, in each Unit.

(3) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing those portions of the Common Elements which enclose and service the Units, next to the cost of repairing the perimeter walls of the Units, next to the cost of repairing the other Common Elements; and the balance, if any, to the cost of repairing the Units (to the extent provided herein).

(4) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary, certifying (i) whether the damaged property is required to be reconstructed and repaired; (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund; and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

14. Sales, Leases, and Alienation of Units.

(a) **No Severance of Ownership.** Except to the extent otherwise expressly provided by this Declaration, the Bylaws or the Condominium Act, the undivided interest in the Common Elements allocated to any Unit shall not be altered, and any purported transfer, encumbrance, or other disposition of that interest without the Unit to which it appertains shall be void.

(b) **By Developer.** The Developer shall retain title to each Unit not sold to any purchaser. The Developer retains the right to enter into leases with any third parties for the occupancy of any of the Units so retained by Developer and not so sold to any purchaser, or to lease back and sublease any Unit so sold upon agreement of the Owner thereof.

(c) **By Unit Owners.**

(i) **Resales of Units by Unit Owners (other than the Developer)** are governed by law. Section 11-135 of the Condominium Act requires a Unit Owner (other than the Developer) to obtain from the Council of Unit Owners certain statements and to furnish to his or her purchaser certain certifications concerning the proposed resale, the Unit and the Condominium. Any contract for the resale of a Unit is voidable by a purchaser until five (5) days after such certification has been furnished or until transfer of the Unit, whichever first occurs. A Unit Owner also shall furnish to his or her purchaser a copy of the Declaration (other than the Plats), the Bylaws, the Easements and Covenants, and the Rules and Regulations, all as amended. Section 11-135 imposes other obligations on a Unit Owner, his or her purchaser, and the Council of Unit Owners in connection with the resale of a Unit by a Unit Owner, and all Unit Owners are directed to such section prior to the sale of a Unit. It shall be the responsibility of a Unit Owner other than the Developer to comply with the provisions of section 11-135 and any and all amendments thereto. The Council may charge a fee of \$50.00, or such lesser or greater amount at any time allowable by law, to provide any certificates which are required or requested in connection with the resale of a Unit.

(ii) **Leases of Units by Unit Owners** are governed by Section 4(c), ARTICLE V, of the Bylaws.

15. Units Subject to Declaration, Bylaws, Easements and Covenants and Rules and Regulations. All present and future Unit Owners, tenants and occupants of Condominium Units shall be subject to and shall comply with the provisions of this Declaration, the Bylaws, the Rules and Regulations, and the Easements and Covenants, as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Condominium Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws, the Easements

and Covenants and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be enforceable equitable servitudes and covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance of lease thereof.

16. Easements. The Condominium shall be subject to all covenants, limitations and restrictions of record and to the following additional easements and conditions:

(a) Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Utility Distribution Systems, Support. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and all other utility distribution systems, whether or not Common Elements, located in any of the other Units or in any other part of the Condominium, to the extent any such pipe, duct, cable, wire, conduit, public utility line or other utility distribution system serves any Unit or is necessary for service to any Unit. Every portion of a Unit which contributes to the structural support of a building, a Unit or the Common Elements shall be burdened with an easement of structural support and necessity for the benefit of all other Units and the Common Elements. The easements set forth in this paragraph are in addition to those contained in the Condominium Act.

(b) Ingress and Egress Through, and Use, of, General Common Elements. Each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of, all General Common Elements to the extent use thereof is not reserves to less than all Unit Owners pursuant to this Declaration. The Common Elements shall be subject to easements of use and enjoyment and ingress and egress by all persons lawfully using or entitled to the same, including without limitation officers, employees and agents of public utility companies in the performance of their duties.

(c) Water, Sewer and Gas Lines. The Developer expressly reserves the right with respect to the Condominium, and any portion of the Additional Land which may be added to the Condominium, to lay water, sanitary and storm sewer, electricity, gas and telephone lines that may hereafter be placed on the Condominium, or any portion of the Additional Land which may be added to the Condominium or under any dedicated street thereon, with the further provision that the rights to place such lines and to grant additional utility easements expressly are retained.

(d) Additional Land Ingress and Egress. The Developer, for itself and its successors and assigns, and contract purchasers, the family members, guests, invitees, licensees, employees and agents of any of the foregoing, and any person or entity at any time owning or occupying any portion of the Additional Land, hereby reserves a perpetual, alienable and non-exclusive easement on, over and through any and all private roadways or drives at any time a part of the Condominium for pedestrian and vehicular ingress and egress into and from any and all portions of the Additional Land, whether or not the Condominium is expanded to include any portion thereof, for any and all lawful purposes. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit for residential purposes, or with the Common Elements for the purposes for which each reasonably is intended. Any person exercising any rights hereunder is and shall be obligated to repair promptly, at such person's own expense, any damage caused by the exercise of such rights and to restore, to the extent practicable, all real and personal property to the condition of such property prior to the exercise of such rights. The provisions of this Paragraph (d) automatically shall terminate and be of no further force and effect with respect to any portion of the Additional Land upon the expansion of the Condominium, pursuant to Section 17 hereof, which adds such Additional Land to the Condominium, whereupon the provisions of Paragraphs (a), (b) and (c) of this Section 16, and any other applicable provisions of this Declaration or of the Bylaws, shall govern the matters referred to in this Paragraph (d).

(e) Easement to Facilitate Sales. The Developer and its duly authorized agents, representatives and employees shall have the right, exercisable in Developer's sole discretion, to use any and all unsold Unit or Units as sales offices and/or model units. Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and shall not comprise a part of the Common Elements. The Developer reserves the right to itself, its successors and its invitees and prospective purchasers, to use and enter, without being subject to any special charge or fee therefor, any and all unsold Units and the Common Elements, including parking areas, for sales or display purposes including placing "for sale" or "for rent" signs and other promotional materials, and to enter into agreements with other Unit Owners who may agree to lease their Units to the Developer for use by the Developer as model units and/or sales offices. The provisions of this Paragraph shall be construed broadly to facilitate the Developer's conversion and development of the Condominium.

(f) Carrollton Terrace Cross-Easement. The Condominium is a portion of a former rental apartment project known as Carrollton Terrace Apartments, which contained in the aggregate 1,067 rental units. As such, the Condominium, and the other sections of such project have been, are given and continue to be subject to a cross-easement for the benefit of and in favor of each owner, tenant or

occupant of any portion of such project, including the Developer, and the respective family members, guests, invitees, licensees, employees and agents of any of the foregoing, which easement has granted and does grant the right of pedestrian and vehicular ingress and egress into and from all sections of such project, and the right in common (and the obligation in common to equitably share the costs thereof) to use, maintain, alter, repair and replace all water, sanitary and storm sewer, electricity, gas and telephone lines and other utility distribution lines that now or may hereafter exist on the Land or the Additional Land and any buildings and improvements thereon. The easements referred to in this paragraph are subject to the limitation that in the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit for residential purposes or with the use of the Common Elements for the purposes reasonably intended.

(g) **Encroachments.** If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction, settling or shifting of any building or other improvement, or if any such encroachment shall occur after the recording of this Declaration as a result of the construction, settling or shifting of any building or other improvement, a valid easement for such encroachment and for the maintenance of the same shall exist so long as such building or other improvement shall stand. In the event any building, any Unit, or any Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of a taking in condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and for the maintenance of the same shall exist so long as such reconstructed Unit, Building or other improvement shall stand.

17. **Option to Expand the Condominium.** The Developer hereby expressly reserves the option, until the seventh anniversary of the recordation of this Declaration, at any time or from time to time to expand the Condominium and thereby submit to the Condominium Act the Additional Land or any portion thereof, together with the buildings and improvements thereon erected. The option to expand as hereby reserved is subject only to the provisions of Section 11-120 of the Condominium Act. In the event the Condominium is expanded, the allocation of Percentage Interests in the Condominium, as expanded, from time to time shall be determined on the basis of the ratio that the approximate square footage of each Unit in the Condominium bears to the approximate aggregate square footage of all Units in the Condominium. In the event of full expansion of the Condominium, the maximum number of Units in the Condominium (and the maximum number of votes in the Council of Unit Owners, based on one (1) vote per Unit) shall not exceed 1,067. Upon any expansion of the

Condominium pursuant hereto, any and all references in this Declaration or in the Bylaws to the "Condominium", to "Condominium Units", "Common Elements", "Buildings", "Unit Owners", "Council of Unit Owners", "Board of Directors" and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium, as expanded.

18. Amendment of Declaration. Except as necessary to reflect an exercise of the Developer's right to expand as set forth in Section 17, in which event the Declaration may be amended solely by the Developer without the consent of any other party, or except as otherwise provided in this Declaration, this Declaration may be amended only by the written consent of every Unit Owner and every Mortgagee. No such amendment shall be effective until recorded among the land records of Prince George's County, Maryland. Nothing herein shall be deemed to limit the right of Developer to subdivide or relocate Unit boundaries, as provided herein or in the Condominium Act. Any amendment to this Declaration may be executed (i) if on behalf of the Developer pursuant to the Developer's rights hereunder, by the President or any Vice President and by the Secretary or any Assistant Secretary of the Developer, and (ii) if on behalf of the Council of Unit Owners, pursuant to the Condominium Act. Anything in this Section 18 to the contrary notwithstanding, (i) so long as the Developer is the only Unit Owner, the Developer may amend this Declaration or any Exhibit to this Declaration without the approval of any party; and (ii) subject to the requirements of the Condominium Act, the Developer may amend this Declaration if and as required by any governmental or quasi-governmental agency (including without limitation the Federal Home Loan Mortgage Corporation, Federal National Mortgage Company or Veterans' Administration) or any title insurance company, if approved by the Office of the Secretary of State of Maryland.

19. No Revocation or Partition. The Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the condominium regime is waived and terminated by the agreement of Unit Owners owning at least eighty percent (80%) of the Units in the Condominium.

20. No Merger. In accordance with the Section 36.4300 series of the Code of Federal Regulations, the condominium regime may not be amended or merged with a successor condominium regime without the prior written approval of the Administrator of Veterans Affairs of the Veteran's Administration.

21. Consent of First Mortgagees. Notwithstanding any other provision of this Declaration, the Bylaws or the Rules and Regulations, but subject to the provisions of the Condominium Act, unless at least sixty-six and two-thirds percent (66-2/3%) of the

Mortgagees holding Mortgages constituting first liens on Condominium Units subject to such Mortgages (based upon one vote for each Mortgage owned) or sixty-six and two-thirds percent (66-2/3%) of Unit Owners (other than the Developer) have given their prior written approval, the Council of Unit Owners and Board of Directors shall not be entitled to: (a) by act or omission seek to abandon or terminate the condominium regime; (b) except as provided in Section 17, change the pro-rata interest or obligations of any Unit for (i) purposes of levying assessments or charges or allocation distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro-rata share of ownership of each Unit in the Common Elements; (c) partition or subdivide any 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 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); or (e) use hazard insurance proceeds for losses to the Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements. The foregoing provisions relating to consent by Mortgagees shall in no way be interpreted as limiting the rights of the Developer to expand the Condominium pursuant to Section 17, or the rights of a Unit Owner or his or her particular Mortgagee which such Unit Owner and Mortgagee may have with respect to matters particularly affecting such Unit Owner's Unit. Subject to the rights of the Developer to expand as set forth in Section 17, the matters described in clauses (b) and (c) above shall require the approval of each affected Unit Owner and his or her Mortgagee.

22. Priority of First Mortgagees. Except as otherwise provided by the Condominium Act, no provision of this Declaration, the Bylaws, or the Rules and Regulations shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of Mortgagees of the Condominium Units pursuant to their Mortgages in the case of the termination of the condominium regime hereby created or distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Elements or any portions thereof.

23. Washington Suburban Sanitary Commission. In the event that any sewer or water use charge, or front foot benefit charge, or sewer charge, or ad valorem tax, imposed pursuant to the Washington Suburban Sanitary Commission District Act is not paid by the Council of Unit Owners, or by one or more of the Owners, then the Washington Suburban Sanitary Commission ("WSSC") shall have the right, within the time provided by that Act or the Regulations of WSSC to terminate sewer and water service to all the Units. Each present and future Owner and tenant shall acknowledge and take title subject to the obligation for payment by the Council of Unit Owners of annual front foot benefit charges levied by WSSC, such charges to run for the specific period of years commensurate with

5530 600

the life of the bonds issued for the construction of said water and/or sewer lines as applicable. Each present and future Owner and tenant shall grant a right of access to his Unit to the Managing Agent employed by the Condominium and/or any other person authorized by the Board of Directors for the purposes 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, the Common Elements, or WSSC's water and sewer system. In case of emergency, such entry shall be immediate whether the Owner is present at the time or not. The Managing Agent or other person authorized by the Board of Directors may be accompanied by such maintenance personnel or employees of WSSC as are deemed by such person necessary or appropriate.

24. **Changes by Developer.** Nothing contained in this Declaration shall be deemed to impose upon the Developer or its successors or or assigns any obligation of any nature to build, construct or provide any physical additions to the condominium regime hereby created.

25. **Waiver.** No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

26. **Severability.** The invalidity or unenforceability of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid or unenforceable provision had never been included herein. Any conflict between any provision of any condominium document and the Condominium Act, or any questions regarding the interpretation of any condominium document, shall be governed by the Condominium Act.

27. **Gender.** The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed this 30th day of April, 1982.

FONTAINEBLEAU, INC.,
a Maryland corporation

Attest:

Samuel H. Waldspat
Samuel H. Waldspat
Assistant Secretary
(Corporate Seal)

By *Dale P. Shedd*
Dale P. Shedd
President



5530 601

AFFIRMATION

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

Developer
Fontainebleau, Inc.,
a Maryland corporation

By Dale P. Shedd
Dale P. Shedd
President

State of Maryland)
County of Prince George's) ss.:

I, Peter A. Sumner, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Dale P. Shedd and Samuel H. Weissbard as President and Assistant Secretary respectively, of Fontainebleau, Inc., a Maryland corporation in said jurisdiction and being by me first duly sworn, did depose and say that they, as such officers, are parties to the foregoing and annexed instrument and that the facts set forth in said instrument are true and correct, and they acknowledged to me that they, as such officers, executed the said instrument as its free act and deed.

Subscribed and sworn to before me this 30th day of April, 1982.

Peter A. Sumner
Notary Public

My Commission Expires: 7/1/82

[Notarial Seal]

5530 602

EXHIBIT C
TO
DECLARATION OF FRENCHMANS CREEK CONDOMINIUM

	UNIT NUMBER	SQUARE FEET	TYPE	PERCENTAGE INTEREST
7601 Fontainebleau Drive	2301	545	EAT	545/108,391
	2302	933	2RT	933/108,391
	2303	933	2RT	933/108,391
	2305	867	2F1	867/108,391
	2306	933	2R1	933/108,391
	2307	933	2R1	933/108,391
	2308	867	2F1	867/108,391
	2309	867	2F2	867/108,391
	2310	933	2R2	933/108,391
	2311	933	2R2	933/108,391
	2312	867	2F2	867/108,391
	2313	867	2F3	867/108,391
	2314	933	2R3	933/108,391
	2315	933	2R3	933/108,391
	2316	867	2F3	867/108,391
	7601 Fontainebleau Drive	2318	933	2RT
2319		933	2RT	933/108,391
2321		867	2F1	867/108,391
2322		933	2R1	933/108,391
2323		933	2R1	933/108,391
2324		867	2F1	867/108,391
2325		867	2F2	867/108,391
2326		933	2R2	933/108,391
2327		933	2R2	933/108,391
2328		867	2F2	867/108,391
2329		867	2F3	867/108,391
2330		933	2R3	933/108,391
2331		933	2R3	933/108,391
2332		867	2F3	867/108,391

5530 603

	UNIT NUMBER	SQUARE FEET	TYPE	PERCENTAGE INTEREST
7605 Fontainebleau Drive	2334	933	2RT	933/108,391
	2335	933	2RT	933/108,391
	2337	867	2F1	867/108,391
	2338	933	2R1	933/108,391
	2339	933	2R1	933/108,391
	2340	867	2F1	867/108,391
	2341	867	2F2	867/108,391
	2342	933	2R2	933/108,391
	2343	933	2R2	933/108,391
	2344	867	2F2	867/108,391
	2345	867	2F3	867/108,391
	2347	933	2R3	933/108,391
	2348	867	2F3	867/108,391
	7607 Fontainebleau Drive	2350	738	1RT
2351		738	1RT	738/108,391
2352		503	EBT	503/108,391
2353		669	1F1	669/108,391
2354		738	1R1	738/108,391
2355		738	1R1	738/108,391
2356		669	1F1	669/108,391
2357		669	1F2	669/108,391
2358		738	1R2	738/108,391
2359		738	1R2	738/108,391
2360		669	1F2	669/108,391
2361		669	1F3	669/108,391
2362		738	1R3	738/108,391
2363		738	1R3	738/108,391
2364	669	1F3	669/108,391	
7609 Fontainebleau Drive	2201	545	EAT	545/108,391
	2202	933	2RT	933/108,391
	2203	933	2RT	933/108,391
	2205	867	2F1	867/108,391
	2206	933	2R1	933/108,391

5530 604

UNIT NUMBER	SQUARE FEET	TYPE	PERCENTAGE INTEREST
2207	933	2R1	933/108,391
2208	867	2F1	867/108,391
2209	867	2F2	867/108,391
2210	933	2R2	933/108,391
2211	933	2R2	933/108,391
2212	867	2F2	867/108,391
2213	867	2F3	867/108,391
2214	933	2R3	933/108,391
2215	933	2R3	933/108,391
2216	867	2F3	867/108,391
7611 Fontainebleau Drive			
2218	738	1RT	738/108,391
2219	738	1RT	738/108,391
2220	903	EBT	903/108,391
2221	669	1F1	669/108,391
2222	738	1R1	738/108,391
2223	738	1R1	738/108,391
2224	669	1F1	669/108,391
2225	669	1F2	669/108,391
2226	738	1R2	738/108,391
2227	738	1R2	738/108,391
2228	669	1F3	669/108,391
2229	669	1F3	669/108,391
2230	738	1R3	738/108,391
2231	738	1R3	738/108,391
2232	669	1F3	669/108,391
7613 Fontainebleau Drive			
2101	545	EAT	545/108,391
2102	933	2RT	933/108,391
2103	933	2RT	933/108,391
2105	867	2F1	867/108,391
2106	933	2R1	933/108,391
2107	933	2R1	933/108,391
2108	867	2F1	867/108,391
2109	867	2F2	867/108,391
2110	933	2R2	933/108,391

5530 606

All addresses are in New Carrollton, Prince George's County, Maryland. Percentage Interests are expressed as fractions, the numerator of which is the approximate size of each unit in square feet and the denominator of which is the approximate aggregate size of all units. In the event the condominium is expanded, Percentage Interests will be modified in accordance with the foregoing formula.

SECTION II

BY-LAWS

OF

FRENCHMAN'S CREEK CONDOMINIUM

5530 607

BYLAWS

OF

FRENCHMAN'S CREEK CONDOMINIUM
(Prince George's County, Maryland)

BYLAWSTABLE OF CONTENTS

<u>Article Number</u>		<u>Page</u>
I	Plan of Unit Ownership	1
	1. Unit Ownership	1
	2. Applicability of Bylaws	1
	3. Office, Mailing Address and Resident Agent	2
II	Council of Unit Owners	2
	1. Composition	2
	2. Annual Meetings	2
	3. Place of Meetings	3
	4. Special Meetings	3
	5. Notice of Meetings; Roster of Unit Owners	3
	6. Adjournment of Meetings	3
	7. Order of Business	4
	8. Title to Units	4
	9. Voting	4
	10. Proxies	5
	11. Majority of the Votes of Unit Owners	5
	12. Quorum	5
	13. Conduct of Meetings	5
III	Board of Directors	6
	1. Number and Qualification	6
	2. State Reporting	6
	3. Powers and Duties	6
	4. Managing Agent	9
	5. Election and Term of Office	9
	6. Removal or Resignation of Members of the Board of Directors	9
	7. Vacancies	10
	8. Organization Meeting	10
	9. Regular Meetings	10
	10. Special Meetings	10
	11. Waiver of Notice	11
	12. Quorum of Board of Directors	11
	13. Compensation	11
	14. Conduct of Meetings	11
	15. Action Without Meeting	11
	16. Liability of the Board of Directors, Officers, Unit Owners, and Council of Unit Owners	11
	17. Common or Interested Directors	12
	18. Committees	13

IV	Officers	13
	1. Designation	13
	2. Election of Officers	14
	3. Removal or Resignation of Officers	14
	4. Agreements, Contracts, Deeds, Checks, etc.	14
	5. Compensation of Officers	14
V	Operation of the Condominium	15
	1. Determination of Common Expenses and Assessments Against Owners	15
	(a) Fiscal Year	15
	(b) Preparation and Approval of Budget	15
	(c) Assessment and Payment of Common Expenses	15
	(d) Reserves	16
	(e) Working Capital Fund	17
	(f) Effect of Failure to Prepare or Adopt Budget	17
	(g) Accounts	17
	2. Payment of Common Expenses	17
	3. Collection of Assessments	18
	4. Restriction on Use of Units and Common Elements	19
	5. Right of Access	20
	6. Rules and Regulations	21
VI	Mortgages	21
	1. Notice to Board of Directors	21
	2. Notice of Unpaid Assessments for Common Expenses	21
	3. Notice of Default	21
	4. Notice of Damage, Etc.	21
	5. Notice of Change in Managing Agent	22
	6. Notice of Amendments	22
	7. Other Rights of Mortgagees	22
VII	Compliance and Default	22
	1. Relief	22
	(a) Legal Proceedings	22
	(b) Costs and Attorneys' Fees	22
	(c) No Waiver of Rights	22
	(d) Abatement and Enjoinment of Violations by Unit Owners	23
	2. Lien for Assessments	23
	3. Subordination and Mortgage Protection	23

VIII	Miscellaneous	24
	1. Notices	24
	2. Invalidity	24
	3. Captions	24
	4. Gender	24
	5. Amendments	25
	6. Recording	25
	7. Conflicts	25
	8. Non-Interference with the Developer	25

5530

611

BYLAWS*

OF

FRENCHMAN'S CREEK CONDOMINIUMARTICLE IPlan of the Unit Ownership

Section 1. Unit Ownership. The Property located in New Carrollton, Prince George's County, Maryland, has been submitted to the provisions of the Condominium Act of the State of Maryland [Real Property Article, Title 11 §§11-101 et seq., Ann. Code of Md., 1974 Volume and 1980 Supplement, as amended by Senate Bill No. 1028 (effective July 1, 1981)], by a Declaration recorded among the Land Records of Prince George's County, Maryland, immediately prior to the recordation hereof.

Section 2. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Condominium and to the use and occupancy thereof. In the event the Condominium is expanded pursuant to Section 17 of the Declaration, the provisions of these Bylaws shall be applicable to the Condominium as expanded, and the terms "Condominium," "Condominium Units," "Unit Owners" and all other terms which refer to the Condominium shall mean and refer to the Condominium as expanded. All present and future owners, mortgagees, lessees and occupants of Condominium Units and their employees, and any other persons who may use the facilities of the Condominium in any manner, are subject to these Bylaws, the Declaration, the Basements and Covenants, and the Rules and Regulations, as any of the same may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Condominium Unit shall conclusively establish the acceptance and ratification of these Bylaws, the Declaration, the Basements and Covenants, and the Rules and Regulations, as they may be amended from time to time, by the person so acquiring, leasing or occupying a Condominium Unit, and shall constitute and evidence an agreement by such person to comply with the same.

* Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws are attached as Exhibit B or, if not defined therein, the meanings specified for such terms in the Condominium Act of the State of Maryland.

Section 3. Office, Mailing Address and Resident Agent.
 The office of the Condominium, the Council of Unit Owners and the Board of Directors shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors. The initial mailing address of the Council of Unit Owners is 7600 Fontainebleau Drive, New Carrollton, Maryland 20784. The Board of Directors, from time to time or at any time, may change the mailing address, and notice thereof shall be given to all Unit Owners, the Developer, the Managing Agent and all institutional and first mortgagees. The initial Resident Agent of the Condominium shall be The Corporation Trust Incorporated, First Maryland Building, 25 South Charles Street, Baltimore, Maryland 21201. The Board of Directors, from time to time or at any time, may change the Resident Agent, and notice thereof shall be given to all Unit Owners, the Developer, the Managing Agent and all institutional and first mortgagees.

ARTICLE II

Council of Unit Owners

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

Section 2. Annual Meetings.

(a) The first annual meeting of the Council of Unit Owners shall be held on a date which shall be the earlier to occur of one (1) year after the recordation of the Declaration or within sixty (60) days after the date of conveyance of Units to which fifty percent (50) of the maximum aggregate Percentage Interests in the Condominium appertain. Annual meetings of the Council of Unit Owners held after the first such annual meeting shall be held on the same day of the same month of each succeeding year, unless such date shall occur on a Saturday, Sunday or legal holiday, in which event the meeting shall be held on the next succeeding Monday which is not a legal

holiday. At all annual meetings of the Council of Unit Owners, members of the Board of Directors shall be elected and such other business as may properly come before a meeting may be transacted.

(b) As used in this Section 2 (and in these Bylaws, unless the context otherwise requires), "conveyance" means conveyance of fee simple title by deed.

(c) As used in these Bylaws, the term "maximum aggregate Percentage Interests" means the maximum aggregate Percentage Interests in the Condominium if fully expanded pursuant to Section 17 of the Declaration to include an aggregate total of 1,067 Units and related Common Elements.

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

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Council of Unit Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners having not less than twenty-five percent (25%) of the votes of all Units. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted as a special meeting except as stated in the notice.

Section 5. Notice of Meetings; Roster of Unit Owners.

(a) It shall be the duty of the Secretary to cause to be personally delivered or mailed, first class postage prepaid to each Unit Owner, a notice of each annual and each special meeting of the Council of Unit Owners at least fifteen (15) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held. The mailing of a notice of a meeting in the manner provided in this Section shall be deemed service of notice.

(b) The Council of Unit Owners shall maintain a current roster of names and addresses of each Unit Owner to which notice of meetings of the Council of Unit Owners shall be sent. Each Unit Owner shall furnish the Council of Unit Owners with his or her name and current mailing address.

Section 6. Adjournment of Meetings. If any meetings of the Council of Unit Owners cannot be held because a quorum is not present, Owners holding a majority of the votes present at such meeting, either in person or by proxy, may adjourn and reconvene the meeting as provided in Section 5-206 of the Corporations and Associations Article of the Maryland Code.

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

- (a) Roll call.
- (b) Proof of notice and meeting.
- (c) Reading (or waiver of reading of) minutes of preceding meeting.
- (d) Reports of officers.
- (e) ~~Reports of Board of Directors.~~
- (f) Reports of committees.
- (g) Election of inspectors of election (where required).
- (h) Election of members of the Board of Directors.
- (i) Unfinished Business.
- (j) New Business.

Section 8. Title to Units. Title to Condominium Units may be taken in the name of a natural person or in the names of two or more natural persons, or in the name of a corporation, partnership, association, trust, or other entity capable of holding title to real property, or any combination thereof.

Section 9. Voting.

(a) Each Unit shall be entitled to one (1) vote at all meetings of the Council of Unit Owners. Since a Unit Owner may be more than one natural person, or may be an entity, the person who shall be entitled to cast the vote of such Unit shall be the natural person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting (or the failure to name such a person), the person who shall be entitled to cast the vote of the Unit shall be the co-owner (or entity officer, director, partner or designee) who is present at any meeting, if only one such person is present. If more than one of such persons are present and no certificate has been filed with the Secretary (or if the person named in the certificate for such Unit is not present), the vote appertaining to that Unit shall be cast proportionately in accordance with Section 2-508(c) of the Corporations and Associations Article of the Maryland Code.

(b) Except as otherwise provided in these Bylaws or the Declaration, or as required by law, decisions of the Council of Unit Owners shall be made by a majority of the votes of Unit Owners, provided, that the Directors shall be elected by plurality vote. The Developer shall have the right at any meeting of the Council of Unit Owners to cast the vote or votes for Unit(s) it owns.

(c) No Unit Owner may vote at any meeting of the Council of Unit Owners until such owner shall have furnished as provided for in Section 5(b) of this Article his or her name and current mailing

address for the current roster of the Condominium. No Unit Owner may vote at any meeting of the Council of Unit Owners or be elected to or serve on the Board of Directors if the Council of Unit Owners has perfected a lien against his or her Unit and the amount necessary to release such lien has not been paid at the time of such meeting or election. Notwithstanding the foregoing provisions of this paragraph (c), from and after January 1, 1982, voting rights shall not be suspended and no person shall be denied the right to be elected to or serve on the Board of Directors except in accordance with the notice and hearing provisions of Section 11-113 of the Condominium Act.

Section 10. Proxies. The vote appertaining to any Unit may be cast pursuant to a proxy duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one person or is an entity, by or on behalf of all such persons or by an authorized officer or agent thereof. No proxy shall be revocable except by actual notice of revocation by the Unit Owner or by any of the persons who are Owners of the Unit to the person presiding over the meeting. Any proxy shall be void if it is not dated or it if purports to be revocable without notice as aforesaid. The proxy of any Unit Owner shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of such Unit Owner. Any proxy shall terminate automatically upon the adjournment of the first meeting at which a quorum is present held on or after the date of that proxy, and all proxies must be filed with the person presiding over the meeting before the commencement of the meeting for which they are given. Except with respect to proxies in favor of a lessee, no proxy shall be valid for a period in excess of one hundred eighty (180) days after execution thereof.

Section 11. Majority of the Votes of Unit Owners. As used in these Bylaws, the term "majority of the votes of Unit Owners" or words of like import shall mean more than fifty percent (50%) of the aggregate votes of Unit Owners listed on the current roster and present in person or by proxy at a meeting of the Council of Unit Owners at which a quorum is present.

Section 12. Quorum. Except as otherwise provided in these Bylaws or as required by law, the presence at the commencement of any meeting in person or by proxy of owners of Units to which at least 25% of the total votes in the Condominium appertain shall constitute a quorum at and throughout all meetings of the Council of Unit Owners.

Section 13. Conduct of Meetings. The minutes of all meetings shall be taken and kept by the Secretary or other person designated by the President or person presiding over any meeting in a Minute Book maintained for the Council. The then current Robert's

Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of all meetings of the Council of Unit Owners when not in conflict with these Bylaws, the Declaration, or the Condominium Act. All votes shall be tallied by persons appointed by the person presiding over the meeting. Any person designated by the Developer shall preside at the first annual meeting of the Council of Unit Owners. Thereafter, the President shall preside at all meetings of the Council of Unit Owners; in the absence of the President, the person who shall preside shall be designated by the Board of Directors.

ARTICLE III

Board of Directors

Section 1. Number and Qualification. The affairs of the Condominium shall be governed by a Board of Directors. Until the first annual meeting of the Council of Unit Owners, and, thereafter until their successors shall have been elected and shall have qualified, the Board of Directors shall consist of designees of the Developer. The Board of Directors shall be composed of three (3) persons until such time as the Developer's right to designate the Board of Directors shall have terminated, as herein provided, whereupon the Board of Directors shall be composed of five (5) persons. All non-Developer designated Directors shall be Unit Owners, or, partners, officers, directors, trustees, agents or employees of Unit Owners which are not natural persons. Subject to the foregoing, the Developer shall have the right in its sole discretion to replace any Directors it designates, and to designate their successors.

Section 2. State Reporting. In accordance with Section 11-119(d) of the Condominium Act, subject to any amendments thereto, following the first annual meeting of the Council of Unit Owners, the Board of Directors on behalf of the Council of Unit Owners shall register with the Department of Assessments and Taxation of the State of Maryland by providing to such Department the names and mailing addresses of the officers and Directors of the Condominium. An updated list, including, without limitation, the name and address of the Resident Agent and Managing Agent of the Condominium shall be provided to such Department on the April 15th next following the first annual meeting and on each April 15th thereafter.

Section 3. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are by the Condominium Act, the Declaration or these Bylaws directed to be done by the Council of Unit Owners. The Board of Directors shall delegate to one of its members the authority to

act on its behalf on all matters relating to the duties of the Managing Agent which might arise between meetings of the Board of Directors. In addition to the duties imposed by these Bylaws or by any resolution of the Council of Unit Owners that may hereafter be adopted, the Board of Directors shall have the power to, and shall be responsible for, the following:

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

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

(c) Providing for the operation, care, upkeep, replacement, and maintenance of the Common Elements. The Board of Directors is expressly authorized to enter into cooperative, cost sharing agreements with the owners of other neighboring condominiums. If in the judgment of the Board, such arrangements will reduce Condominium costs without adversely affecting the scope, level and quality of services necessary for the proper care, upkeep and operation of the Condominium.

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

(e) Collecting the assessments against the Unit Owners and depositing the proceeds thereof in a bank depository(ies) which it shall approve.

(f) Making and amending Rules and Regulations respecting the use and enjoyment of the Condominium, provided, such Rules and Regulations shall not conflict with these Bylaws, the Declaration, or the Condominium Act. All Rules and Regulations adopted after January 1, 1982 shall conform with the procedures set forth in Section 11-111 of the Condominium Act, as the same may be amended from time to time.

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

(h) Making, or contracting for the making of repairs, additions, and improvements to, or alterations or restorations of, the Condominium in accordance with the other provisions of these Bylaws or the Declaration.

(i) Enforcing by legal means the provisions of the Declaration, these Bylaws, the Easements and Covenants and the Rules and Regulations, and bringing or defending against any proceedings which may be instituted on behalf of or against the Unit Owners.

(j) Obtaining and carrying insurance as provided in the Declaration, and paying the premium cost thereof, and adjusting and settling claims thereunder.

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

(l) Keeping books with detailed accounts in chronological order of the receipts and expenditures affecting the Condominium, specifying maintenance and repair expenses incurred. The Council's books and records shall be maintained in the State of Maryland or within fifty (50) miles of its borders and shall be available at such address within Prince George's County as the Board of Directors from time to time shall designate for examination and copying by the Unit Owners and Mortgagees of Units or their duly authorized agents or attorneys, during general business hours on working days and after reasonable notice. All books and records shall be kept in accordance with good and acceptable accounting practices, and the same shall be audited at least once a year by an outside auditor employed by the Board of Directors who shall not be a resident of the Condominium, or a Unit Owner. The cost of such audit shall be a Common Expense.

(m) Notifying the Mortgagee of any Condominium Unit of any default by the Unit Owner of such Unit which continues uncured for more than thirty (30) days.

(n) Borrowing money on behalf of the Council when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that at no time shall there be borrowed or owed in excess of ten thousand dollars (\$10,000) without the prior consent of at least two-thirds in number of the votes of Unit Owners obtained at a meeting duly called and held for such purpose. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this paragraph (n) is not repaid by the Council of Unit Owners, a

Unit Owner who pays to the creditor such proportion thereof as such Owner's Percentage Interest bears to the aggregate Percentage Interests in the Condominium or, if applicable, who files a written undertaking as and in the manner specified under the Maryland Rules shall be entitled to obtain from the creditor a recordable release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's Condominium Unit.

(o) Exercising such rights as the Council of Unit Owners may have as a member of any recreation or other association.

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

Section 4. Managing Agent. The Board of Directors may employ for the Condominium a professional Managing Agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in paragraphs (b), (f), (g), (n), and (o) of Section 3 of this Article III. Any contract with a Managing Agent must provide that it may be terminable for cause on no more than thirty (30) days written notice and without cause or imposition of any termination fee on no more than ninety (90) days written notice. The term of any such contract may not exceed two years. The Developer, or an affiliate of the Developer, may be employed as Managing Agent. The Council of Unit Owners and the Board of Directors shall not undertake self management or fail to employ a Managing Agent.

Section 5. Election and Term of Office. Subject to the provisions of Article II and Article III of these Bylaws, the term of office of members of the Board of Directors shall be determined as follows: At the first annual meeting of the Council of Unit Owners that person receiving the highest number of votes shall be elected for a term of three (3) years; those persons receiving the second and third highest number of votes shall be elected for a term of two (2) years each, and that person receiving the fifth highest number of votes shall be elected for a term of one (1) year. All persons elected as directors at any subsequent meeting shall be elected to two year terms.

Section 6. Removal or Resignation of Members of the Board of Directors. Except with respect to Directors designated by the Developer, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the votes of the Unit Owners at any regular or special meeting duly

called for such purpose, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Unit Owners shall be given at least seven (7) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Any member of the Board of Directors may resign at any time. Any Director shall be deemed to have resigned upon divestiture of title in fee or ~~by lease for a term or terms of six (6) months or more of the Unit~~ owned by such Director (or by such Director's corporation, partnership, trust, principal or employer, if the Unit Owner is not a natural person), unless such Director (or such Director's corporation, partnership, trust, principal or employer) acquires or contracts to acquire another Unit under terms providing for a right of occupancy effective as of or before the termination of the right of occupancy pursuant to such divestiture.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Council of Unit Owners shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the Council of Unit Owners and shall have qualified; provided, however, that, subject to Article II, Section 2 of these Bylaws, the vacancy in the position of any Director designated by the Developer shall be filled by the Developer.

Section 8. Organization Meeting. The first meeting of the members of the Board of Directors following any annual meeting of the Council of Unit Owners at which Directors are elected shall be held within ten (10) days after such meeting, and it shall not be necessary to give notice to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a quorum shall be present thereat.

Section 9. Regular Meetings. Regular meetings of the Board of Directors shall be held at least twice during each fiscal year, at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, by mail, telegraph, telex or telecopy at least three (3) business days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each Director, given by mail, telegraph, telex or telecopy which notice shall state the time, place and pur-

pose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and like notice on the written request of at least two (2) Directors.

Section 11. Waiver of Notice. Any Director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by such Director of the time and place of such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

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

Section 13. Compensation. No Director shall receive any compensation for acting as such.

Section 14. Conduct of Meetings. A minute book, recording therein all resolutions adopted by the Board of Directors, and a record of all transactions and proceedings occurring at all meetings of the Board of Directors shall be kept. The then current Robert's Rules of Order or any other rules of procedure at any time or from time to time acceptable to a majority of the Board of Directors shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these Bylaws or the Condominium Act.

Section 15. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 16. Liability of the Board of Directors, Officers, Unit Owners, and Council of Unit Owners.

(a) The officers of the Council of Unit Owners and the members of the Board of Directors shall not be liable to the Unit

Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith or as otherwise provided by law. The Unit Owners and the Council of Unit Owners may indemnify and hold harmless each of the officers and Directors in accordance with Section 2-418 of Corporations and Associations Article of the Maryland Code from and against all liability arising out of contracts made or other action taken by the officers or the Board of Directors on behalf of the Unit Owners or the Council of Unit Owners, unless any such contract or action shall have been made in bad faith. The liability of any Unit Owner (other than liability arising from acts or omissions of the Unit Owner) ~~arising out of any contract made, or other action taken by the officers~~ of the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors or officers, or for damages as a result of injuries arising in connection with the Common Elements, or for liabilities incurred by the Council of Unit Owners, shall be limited to an amount determined by multiplying the total liability or amount by the Percentage Interest of the given Unit Owner's Unit. Every agreement made by the officers, Board of Directors or the Managing Agent on behalf of the Council of Unit Owners shall provide, if reasonably obtainable, that the officers, Board of Directors, or the Managing Agent, as the case may be, are acting only as agents for the Council of Unit Owners and shall have no personal liability thereunder (other than as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to the total liability thereunder multiplied by such Unit Owner's Percentage Interest.

(b) The Council of Unit Owners shall not be liable for any failure of utility services or other services obtained by the Council of Unit Owners or paid for as a Common Expense, or for injury or damages to any person or property caused by the elements, by the Unit Owner of any Condominium Unit, or by any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Council of Unit Owners shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Council of Unit Owners to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 17. Common or Interested Directors. Each member of the Board of Directors shall exercise his or her powers and duties in good faith and with a view to the interests of the Condominium. No contract or other transaction between the Council of Unit Owners and any of its Directors, or between the Council of Unit Owners and any corporation, firm or association (including the Developer) in

which any of the Directors of the Council of Unit Owners are directors or officers or are pecuniarily or otherwise interested, is or shall be either void or voidable because any such Director is 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 her vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

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

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

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

Any common or interested Director(s) may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction. The approval required in such cases under paragraph (a) above shall be made by a majority of the whole Board less the number of common or interested Director(s).

Section 18. Committees. The Board of Directors may from time to time appoint (and expand and/or disband) such committees from among its own membership and/or from among the Council of Unit Owners as the Board from time to time deems desirable to assist in the administration or operation of the affairs of the Condominium.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Condominium shall be a President, a Vice President, a Secretary, and a Treasurer (or a Secretary-Treasurer), all of whom shall be Unit Owners, or partners, officers, directors, trustees, agents or employees of Unit Owners who are not natural persons, and shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and/or such other officers

as in its judgment may be necessary or desirable. The President and Vice President shall be members of the Board of Directors. Any officers other than the President and Vice President may be but shall not be required to be members of the Board of Directors. The foregoing requirements shall not apply to officers selected by Directors designated by the Developer pursuant to Section 2 of Article II. The officers shall have the duties normally incident to their respective offices in a stock corporation doing business in Maryland and such other or additional duties as from time to time shall be assigned by the Board of Directors.

Section 2. Election of Officers. The officers of the Condominium shall be elected by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal or Resignation of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause. Any officer may resign at any time. Any officer shall be deemed to have resigned upon divestiture of title in fee or by lease for a term or terms of six (6) months or more of the Unit owned by such officer (or such officer's corporation, partnership, trust, principal or employer, if the Unit Owner is not a natural person), unless such officer or such officer's corporation, partnership, trust, principal, or employer acquires or contracts to acquire another Unit under terms providing for a right of occupancy effective as of or before the termination of the right of occupancy pursuant to such divestiture. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or special meeting called for such purpose.

Section 4. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium or the Council of Unit Owners for expenditures or obligations in excess of Ten Thousand Dollars (\$10,000) shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Directors. All such instruments for expenditures or obligations of Ten Thousand Dollars (\$10,000) or less may be executed by any one officer of the Condominium or by such other person as may be designated by the Board of Directors.

Section 5. Compensation of Officers. No officer shall receive any compensation for acting as such.

ARTICLE VOperation of the CondominiumSection 1. Determination of Common Expenses and Assessments Against Owners.

(a) Fiscal Year. The fiscal year of the Condominium shall consist of the twelve month period commencing March 1st of each year and terminating on February 28th (or 29th) of the following year.

(b) Preparation and Approval of Budget. Each year, at least thirty (30) days before the beginning of the new fiscal year, the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units which it is the responsibility of the Council of Unit Owners to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these Bylaws or by the Council of Unit Owners, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Condominium, including reserves. The budget shall constitute the basis for determining each Unit Owner's share of Common Expense.

(c) Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Condominium set forth in the budget or budgets for any fiscal year (including reserves) adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to the Percentage Interest of such Owner's Unit, and shall be a lien against each Unit Owner's Condominium Unit when perfected in accordance with the Condominium Act. When the first Board of Directors takes office, it shall determine the budget for the period commencing upon the conveyance of legal title to the first Unit by the Developer and ending on the last day of the fiscal year in which such conveyance occurs. The assessment made against each Unit Owner for each fiscal year shall set forth separately such Unit Owner's share of the amount of the total assessment allocated to normal and recurring expenses of administration, management, operation and repair, and the amount of the total assessment allocated to each category of reserves included in the budget. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-twelfth (1/12th) of the assessment for such fiscal

year made pursuant to the foregoing provisions. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or budgets adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, in the discretion of the Board of Directors, (i) be credited, according to each Unit Owner's Percentage Interest, to the next monthly installments due from Unit Owners, or (ii) refunded ~~pro rata~~ to Unit Owners who paid assessments in proportion to each Unit Owner's Percentage Interest, or (iii) added to reserves, as the Board of Directors determines, until exhausted. Any net shortage shall be assessed promptly against the Unit Owners then of record in proportion to their Percentage Interests and shall be payable, in the discretion of the Board of Directors, either: (1) in full, with payment of the next monthly assessment due; or (2) in not more than six (6) equal monthly installments, beginning with the next monthly assessment due. In the event of any expansion of the Condominium during any fiscal year, the budget and/or assessment need not be modified if then existing assessments are not increased or decreased by more than ten percent (10%) as a result of such expansion; in such event, any net shortages or excess amounts shall be assessed, credited, refunded or applied as provided above.

(d) Reserves. The Board of Directors shall build up and maintain adequate reserves for working capital and for repairs and replacement of the Common Elements, and may establish reserves for general operations, contingencies or other matters. The reserve for repair and replacement of the Common Elements shall, and other reserves may, be funded by regular monthly payments, as provided for in subsection (c), rather than by special assessments. All funds accumulated for reserves shall be kept in a separate bank account(s), segregated from the general operating funds, and, if the Board of Directors deems it advisable, funds accumulated for each type of reserve shall be kept in a separate bank account, identified by reference to the specific category of reserve. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except where an emergency requires an expenditure to prevent or minimize loss from further damage to, or deterioration of, the Common Elements, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Council of Unit Owners. If reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Unit Owners in proportion to their respective Percentage Interests. Such special assessments may be payable in a lump sum or in installments, as the

Board of Directors may determine. The Board of Directors shall serve notice of any such further assessments on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessments shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the mailing (or delivery, if personally delivered) of such notice. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessment.

~~(e) Working Capital Fund.~~ Pursuant to the requirements of the Federal Home Loan Mortgage Corporation, there will be established an initial working capital fund through payment by each Owner, upon purchase of his or her Condominium Unit from the Developer, of an amount equivalent to twice the monthly assessment for such Unit under the pro forma or actual budget then in effect. The Developer shall deliver such funds so collected to the Board of Directors to provide working capital for the Council of Unit Owners. Neither the Developer, any mortgagee who obtains title to a Unit by foreclosure or deed in lieu thereof, nor any purchaser at a foreclosure sale, shall be required to pay working capital assessments. The working capital fund may be used for any lawful purpose, including, without limitation, meeting shortages in operating funds, as the Board of Directors from time to time determines.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his or her allocable share of the Common Expenses as herein provided whenever the same shall be determined, and in the absence of any annual budget, each Unit Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until the monthly payment which is due more than ten (10) days after a new annual budget shall have been adopted and notice of the new assessments established thereby have been given to the Unit Owners.

(g) Accounts. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to assessments against Unit Owners may be commingled into a single fund, but shall be held for each Unit Owner in accordance with such Unit Owner's Percentage Interest.

Section 2. Payment of Common Expenses. Each Unit Owner shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to these Bylaws. No Unit Owner may exempt himself or herself from liability to contribute toward payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his or her Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses

assessed against his or her Condominium Unit subsequent to the perfection of a sale or other divestiture of title by operation of law or otherwise of such Unit by such Unit Owner. The purchaser of a Condominium Unit, or a successor Unit Owner shall be jointly and severally liable with the divesting Unit Owner up to the time of the divestiture for all unpaid assessments against the divesting Unit Owner for which a condominium lien is recorded, without prejudice to the successor's right to recover from the divesting Unit Owner the amounts paid by the successor therefor; provided, however, that any such successor, upon written request made in accordance with the Condominium Act, shall be entitled to a statement setting forth the amount of any unpaid assessments against the divesting Unit Owner and such successor shall not be liable for any unpaid assessments in excess of the amount set forth in such statement. The recordation of a conveyance of a Unit for value extinguishes the right of the Council of Unit Owners thereafter to file a statement of Condominium lien for assessments or installments thereof due prior to such recordation. Notwithstanding the foregoing, if any party obtains title to the Condominium Unit or comes into possession of the Condominium Unit as a result of foreclosure or any other remedies provided for in the Mortgage, or by virtue of a deed or assignment in lieu of foreclosure, such party at a foreclosure sale, and their successors and assigns, shall not be liable for and such Condominium Unit shall not be subject to a lien for the payment of Common Expenses assessed and payable prior to the acquisition of title to or prior to the taking of possession of (whichever first occurs) such Unit by such Mortgagee or purchaser pursuant to the aforesaid remedies. Such unpaid share of the Common Expenses for which, pursuant to this Section 2, a Mortgagee or purchaser shall not have liability, shall be collectible from all Unit Owners (including the aforesaid Mortgagee or purchaser) in proportion to their Percentage Interests.

Section 3. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. Any assessment, or installment thereof, which remains unpaid for a period in excess of fifteen (15) days may bear interest from the due date thereof until paid at the maximum rate allowable by law, at the option of the Council of Unit Owners or the Board of Directors.

Section 4. Restrictions on Use of Units and Common Elements. Each Unit and the Common Elements shall be occupied and used as follows:

(a) Except as permitted by these Bylaws, no part of the Condominium shall be used for any other purpose except housing and the related common purposes for which the Condominium was designed.

(b) Units shall be used for residential purposes except as otherwise provided herein or in the Declaration. A Unit Owner may use a portion of a Unit for a home office or studio, provided that such use is consistent with all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction in respect of the Condominium and that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner, and provided, further, that in no event shall any part of the Condominium be used as a school or music studio. Except for such home office or studio use, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted in any Unit. Anything above or in these Bylaws or the Declaration to the contrary notwithstanding, a Unit Owner may use a Unit for a professional medical or dental only, if and only if, (a) such Unit in particular was used for such purpose prior to the creation of the Condominium and (b) such use is and remains allowable, and is exercised pursuant to all applicable zoning or other laws, ordinances and regulations.

(c) No Unit shall be rented for transient or hotel purposes. Each Unit Owner, promptly following the execution of a lease for a Unit shall forward a conformed copy thereof to the Board of Directors.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction, relating to any portion of the Condominium, shall be complied with, by and at the sole expense of the Unit Owner or the Council of Unit Owners, whichever shall have the obligation under the Declaration or by law to so comply.

(e) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Condominium without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium or which would be in violation of any public law, ordinance or regulation. No waste shall be committed in, on or to the Common Elements. Nothing herein shall in any way be deemed to limit or proscribe the development activities of the Developer.

(f) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of a reasonable number (as determined from time to time by the Board of Directors) of orderly domestic

pets is permitted subject to the Regulations adopted by the Board of Directors; provided, that such pets are not kept or maintained for commercial purposes or for breeding and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium upon three (3) days' written notice from the Board of Directors. Pets shall not be permitted upon the Common Elements unless accompanied by a responsible person. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Condominium, the Council of Unit Owners, each Unit Owner, the Board of Directors, the Managing Agent, and the Developer 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 Condominium. All pets shall be registered and inoculated as required by law. Leash laws shall be obeyed.

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

Section 5. Right of Access.

(a) By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his or her Unit to the Board of Directors or the Managing Agent, their respective agents and employees, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including, without limitation, making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of the Declaration, these Bylaws, the Rules and Regulations or any Mortgage covering any Condominium Unit, provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Any exercise of the rights herein referred to shall be in a manner, to the extent practicable, so as not to unreasonably interfere with the use of a Unit.

(b) Notwithstanding the provisions of paragraph (a) above, the Council of Unit Owners, the Board of Directors and the Managing Agent, their respective agents and employees, and other Unit Owners shall have an irrevocable right and easement to enter Units to make repairs to the Common Elements when such repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. A reasonable effort shall be made to give notice of entry to the Unit Owner. However, in a case of emergency involving

manifest danger to public safety or property, such right of entry shall be immediate and without notice. Any damage inflicted as a result of any entry shall be repaired promptly by the party responsible for such damage.

Section 6. Rules and Regulations. Rules and Regulations concerning the operation and use of the Common Elements may be promulgated, amended and/or repealed by the Board of Directors, provided that such Rules and Regulations are not contrary to or inconsistent with the Condominium Act, the Declaration or these Bylaws. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective. Except for the initial Rules and Regulations adopted by the initial Board of Directors, the adoption of all Rules and Regulations shall conform with the procedures set forth in Section 11-111 of the Condominium Act, as the same from time to time may be amended.

ARTICLE VI

Mortgages

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

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

Section 3. Notice of Default. The Board of Directors, when giving notice to a Unit Owner of a default in paying an assessment for Common Expenses or any other default, shall simultaneously send a copy of such notice to each Mortgagee of such Unit whose name and address had theretofore been furnished to the Board of Directors. Further, the Board of Directors shall send such Mortgagee written notice of any default by a Unit Owner which has not been cured within thirty (30) days after the delivery to such Unit Owner of the first notice of default.

Section 4. Notice of Damage, Etc. The Board of Directors shall promptly notify the affected holders of Mortgages on any Unit of any damage to a mortgaged Unit when such damage exceeds One Thousand Dollars (\$1,000.00), of any damage to the Common Elements when such damage exceeds Ten Thousand Dollars (\$10,000.00), and of any condemnation or similar proceedings which may affect such Mortgage or Mortgage.

Section 5. Notice of Change in Managing Agent. The Board of Directors shall give notice to all Mortgagees prior to or simultaneously with any change in the Managing Agent.

Section 6. Notice of Amendments. The Board of Directors shall give notice to all Mortgagees of any amendment to these Bylaws.

Section 7. Other Rights of Mortgagees. All Mortgagees or their representatives shall be entitled to attend meetings of the Council of Unit Owners and shall have the right to speak thereat. All such Mortgagees shall have the right to examine the Books and records of the Condominium.

ARTICLE VII

Compliance and Default

Section 1. Relief. Each Unit Owner shall be governed by and shall comply with all of the terms of the Condominium Act, the Declaration, these Bylaws, the Easements and Covenants, and the Rules and Regulations, and any amendments of any of the foregoing. Subject to the notice and hearing provisions of Section 11-113 of the Condominium Act for complaints or demands arising on or after January 1, 1982, a default by a Unit Owner shall entitle the Council of Unit Owners, acting through its Board of Directors or through the Managing Agent, to the following relief:

(a) Legal Proceedings. An action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws, or any combination thereof, and any other relief available at law or in equity may be sought by the Council of Unit Owners, the Board of Directors, the Managing Agent, or, if appropriate, by an aggrieved Unit Owner.

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

(c) No Waiver of Rights. The failure of the Council of Unit Owners, the Board of Directors, the Managing Agent or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Act, the Declaration, these Bylaws, the Easements and Covenants or the Rules and Regulations shall not constitute a waiver of the right of the Council of Unit Owners, the Board of Directors, the Managing Agent or such Unit Owner to enforce

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

(d) Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Condominium Act, the Declaration or the Easements and Covenants, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws (i) to enter the Unit in which or as to which such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that constitutes such violation and the Board of Directors shall not thereby be deemed guilty in any manner of trespass or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, as provided by law.

Section 2. Lien for Assessments.

(a) The total annual assessment against each Unit Owner for Common Expenses, any special assessment, and any fees, charges, fines and interest permitted by the Condominium Act, hereby is declared to be a lien against the Condominium Unit within the purview of the Condominium Act, which lien shall become effective as provided by law.

(b) The lien for assessments shall be perfected as provided in Section 11-110 of the Condominium Act and may be foreclosed in the manner provided by the laws of the State of Maryland by action brought in the name of the Board of Directors acting on behalf of the Council of Unit Owners.

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

Section 3. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied upon any Unit (and any fees, charges, fines, interest on assessments, or the like) shall be subordinate to, and

shall in no way affect the rights of the institutional (i.e., a bank, savings and loan association, insurance company, pension fund or trust, or the Developer) holder of a Mortgage made in good faith for value received prior to the date the assessment became due and payable; provided, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser or mortgagee of the Unit at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as herein provided.

ARTICLE VIII

Miscellaneous

Section 1. Notices. Except as otherwise provided in Article III, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified United States mail, return receipt requested, first-class postage prepaid, or otherwise as the Condominium Act may require or permit, (i) if to a Unit Owner, at the address that the Unit Owner shall designate in writing and file with the Council of Unit Owners, or if no such address is designated, at the address of the Unit of such Unit Owner or (ii) if the Council of Unit Owners, the Board of Directors or the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each such person who so designates an address in writing to the Council of Unit Owners shall be entitled to receive all notices hereunder.

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

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

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

Section 5. Amendments. These Bylaws may be modified or amended pursuant to the Agreement of Unit Owners of units to which at least sixty-six and two-thirds percent (66-2/3%) of the votes in the Council of Unit Owners appertain.

Section 6. Recording. A modification or amendment of these Bylaws shall become effective only if such modification or amendment is recorded among the Land Records of Prince George's County, Maryland.

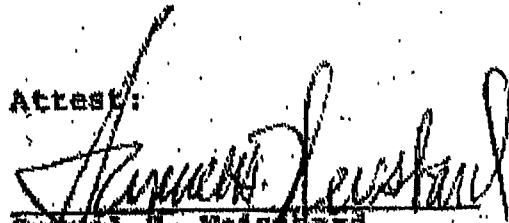
Section 7. Conflicts. ~~No modification or amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Condominium Act.~~ A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Condominium,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

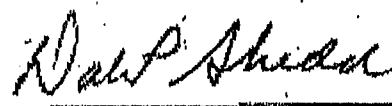
Section 8. Non-Interference With the Developer. Anything herein to the contrary notwithstanding and subject to any limitations imposed by the Condominium Act, and except as required to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or any other governmental or quasi-governmental agency insuring or involved in the making or purchasing of mortgages on any Unit, so long as the Developer has a right to expand the Condominium, no Bylaw amendment or Rule and Regulation shall be adopted that could, if adopted, unreasonably interfere with the sale, lease or other disposition of Unit(s) or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved to the Developer under the Declaration or these Bylaws or which would impose any discriminatory charge or fee against the Developer.

IN WITNESS WHEREOF, the Developer has caused these Bylaws to be executed by its duly authorized officers and its corporate seal to be affixed hereto this 30th day April, 1984.

FONTAINEBLEAU, INC.,
a Maryland corporation

Attest:


Samuel H. Weisbard
Assistant Secretary

By  (SEAL)
Dale P. Shedd
President

(Corporate Seal)

5530 636

State of Maryland)
County of Prince Georges) ss.:

I, Patsy A. Sumner a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Dale P. Shedd and Samuel H. Weissbard as President and Assistant Secretary respectively, of Fontainebleau, Inc., a Maryland corporation personally appeared before me in said jurisdiction and being by me first duly sworn, did depose and say that they, as such officers, are parties to the foregoing and annexed instrument and that the facts set forth in said instrument are true and correct; and they acknowledged to me that they executed the said instrument as its free act and deed.

Subscribed and sworn to before me this 30th day of April, 1982.

Patsy A. Sumner
Notary Public

My Commission Expires: 7/1/82

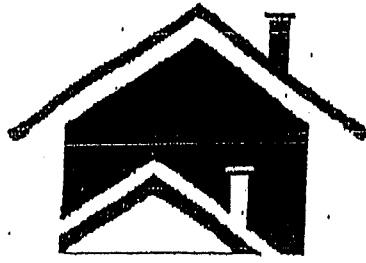


SECTION III

RULES AND REGULATIONS

FOR

FRENCHMAN'S CREEK CONDOMINIUM



Preface

A great deal of useful information has been packed into this Residents' Manual in an easy-to-read style that summarizes the most important features of our condominium.

This Residents' Manual does not substitute, take the place of, or take precedence over any legally established document, by-laws, regulations, used in the administration of Frenchman's Creek Condominiums.

This manual was written to help new residents and present and prospective owners. It is hoped that it will also be useful to well-established members of our community.

Naturally, the members of our community can always offer advice on how we can improve future editions of the Residents' Manual. Your suggestions are always encouraged and welcomed.

***Rules and Regulations
of
Frenchman's Creek Condominiums
*These are part of the By-Laws**

General

1. The Council of Unit Owners of Frenchman's Creek Condominiums (the "Council"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). Wherever in these Regulations reference is made to "Unit Owners", such term shall apply to the owner of any Unit, to his or her family, tenants whether or not in residence, servants, employees, agents, visitors and any guest, invitee or licensee of any of the foregoing. Wherever in these Regulations reference is made to the Council, such reference shall include the Council, the Board of Directors, and the Managing Agent when the Managing Agent is acting on behalf of the Council. The Council reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Council or the Board of Directors. These Regulations are supplementary to and not in lieu of provisions governing the Condominium which are set forth in the Declaration and Bylaws of the Condominium. To the extent of any inconsistency among any of the foregoing, the following shall prevail in the order noted: The Declaration, the Bylaws, the Easements and Covenants and these Regulations.

Restrictions in use

2. There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Board of Directors except as expressly provided herein or in the Declaration or Bylaws. No public hall of any building shall be decorated or furnished by any Unit Owner in any manner.
3. No gasoline or other explosive or inflammable material may be kept in any Unit or storage area.
4. All garbage and trash must be placed in containers provided for such use. No garbage or trash shall be placed outside of supplied containers on any Common Element. No garbage cans, containers or bags of any kind shall be in public areas, except for those, if any, provided for general use.
5. Except in the recreational or storage areas designated as such by the Declaration or Bylaws, no playing or lounging shall be permitted, nor shall baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in public areas, courts, sidewalks or lawns or elsewhere on the Common Elements.

6. The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein.
7. Each Unit Owner shall keep his or her Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, terraces or balconies thereof, any dirt or other substance.
8. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the buildings or do or permit anything which will interfere with the rights, comforts or convenience of other Unit Owners. All Unit Owners shall keep the volume of any radio, television or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Unit Owners. Despite such reduced volume, no Unit Owner shall operate or permit to be operated any such sound producing device in a Unit between the hours of 11 P.M. and 8 A.M., if such operation shall disturb or annoy other occupants of the buildings.
9. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or the Common Elements appurtenant thereto, whether through or upon windows, doors, or masonry of such Unit. The prohibition herein includes, without limitation, laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other item. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of a Unit. A Unit Owner, however, may use a central radio or television antenna provided as a part of the Unit. No clothes line, clothes rack or other device may be used to hang any items on any terrace, balcony or window, nor may such devices be used anywhere on the Common Elements, except in such areas as may be designated specifically for such use by the Board of Directors. Balconies and terraces shall not be used as storage areas. No terrace or balcony shall be enclosed or covered by any awning or otherwise without the prior consent in writing of the Board of Directors; the use of customary, well maintained lawn/outdoor furniture on terraces and balconies shall be permitted.

PARKING AND STORAGE

10. All personal property placed in any portion of any building or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the Unit Owner, and the Council shall in no event be liable for the loss, destruction, theft or damage to such property.
11. Should an employee of the Council at the request of a Unit Owner move, handle or store any articles in storage rooms or remove any articles therefrom or handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent of the Unit Owner. The Council shall not be

liable for any loss, damage, or expense that may be suffered or sustained in connection therewith.

12. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his or her family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the Council shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances hereby are expressly waived. The Unit Owner shall indemnify the Council against any liability which may be imposed on the Council as a result of such illegal parking or abandonment and any consequence thereof. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Council or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

Entry into Units

13. No Unit Owner shall alter any lock or install additional locks on any doors of a Unit without the prior written consent of the Board of Directors. The Council of the Managing Agent shall have the right to make and keep a copy of any key required to gain entry to any Unit.
14. A charge may be made for opening a Unit Owner's door at such Unit Owner's request between 6:00 P.M. and 8:00 A.M. when such request requires the assistance of an employee of the Condominium.
15. Employees and agents of the Council are not authorized to accept packages, keys, money (except for Condominium assessments) or articles of any description from or for the benefit of a Unit Owner. If packages, keys (whether for a Unit or an automobile), money, or articles of any description are left with the employees or agents of the Council, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Council, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Council does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit Owner's Unit will not be accepted without prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

Recreational Facilities

16. All persons using any of the recreational facilities do so at their own risk and sole responsibility. The Council does not assume responsibility for any occurrence, accident or injury in connection with such use. No Unit Owner shall make any claim against the Council, its servants, agents or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such

use of any of the recreational facilities. Each Unit Owner shall hold the Council harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Unit Owner growing out of the use of the recreational facilities except where such loss, injury or damage clearly can be provided to have resulted from and been proximately caused by the direct negligence of the Council or its agents, servants or employees in the operation, care or maintenance of such facilities. Health and safety rules will be posted at the recreation facilities.

Miscellaneous

17. All charges and assessments imposed by the Council are due and payable on the first day of each month, unless otherwise specified. Payment shall be made to the Managing Agent by check or money order, payable to the Condominium. Cash will not be accepted.
18. Complaints regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Managing Agent or the Board of Directors. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Council.
19. The use of charcoal burners shall not be permitted on balconies/patios due to danger of fire and smoke disturbance to neighbors, and such burners may not be used on the Common Elements except as permitted by the Board of Directors in compliance with law.
20. Solicitors are not permitted in any of the buildings. If any Unit Owner is contacted by solicitor on the Condominium, the Managing Agent must be notified immediately.

Resolution No. 83-3

Regulation governing Drapery Colors (and Broken Windows)

Authority: whereas Article III, Section 3 of the By-Laws assigns the Board of Directors with "...all of the powers and duties necessary for the administration of the affairs of the Condominium..." and further states that the Board of Directors "may do all such acts and things as are by the Condominium Act, the Declaration or by these By-laws directed to be done by the Council of Unit Owners";

Reason: Description of approved window covers is too controversial.

Resolved: Be it resolved that blinds, shades or drapes must be installed on all windows and sliding glass doors of all units in white or off white colors facing the exterior. All units must comply to this policy by April 30, 1983, and thereafter new owners must conform to this policy within 45 days after settlement.

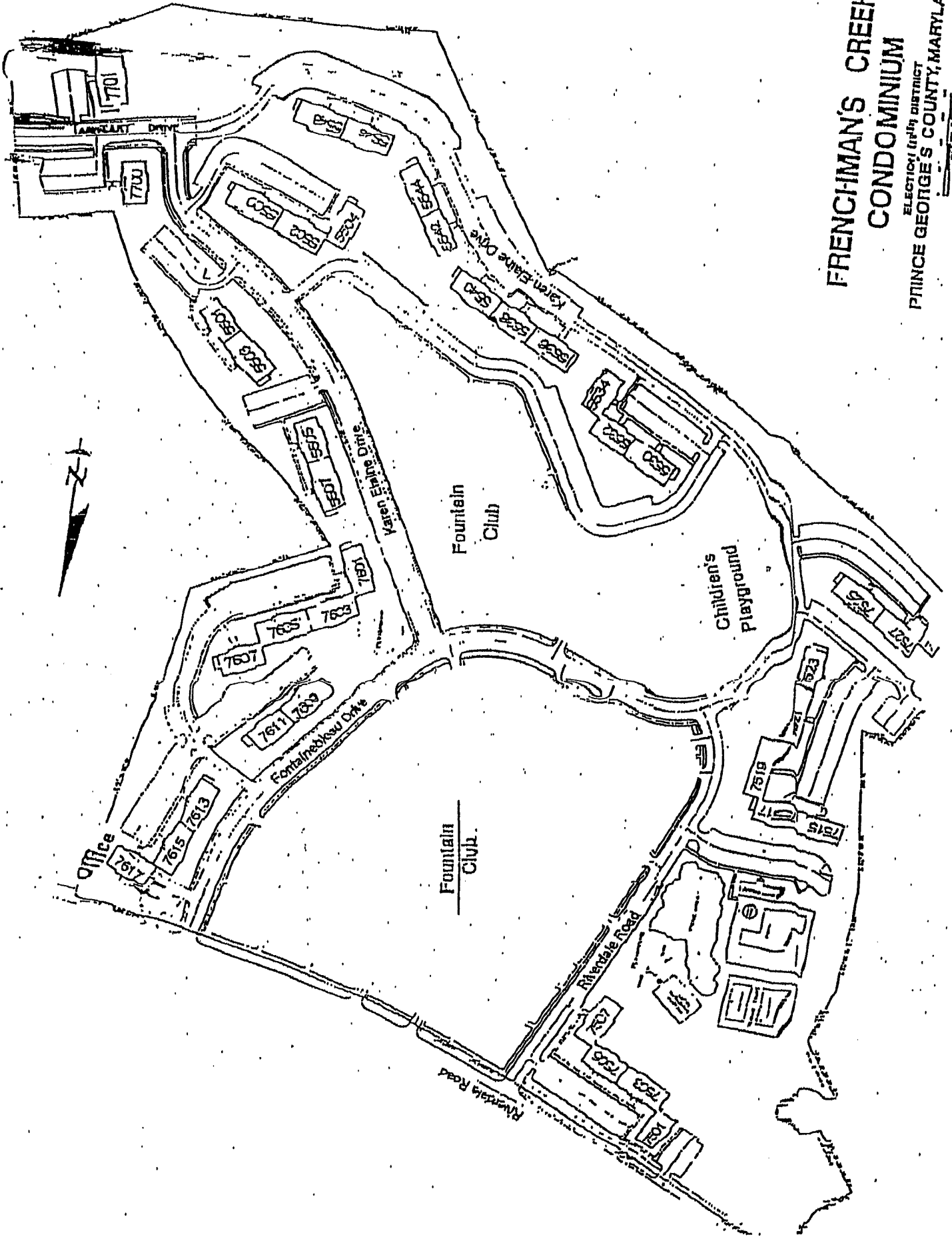
Reason: To maintain the appearance of the exterior of the buildings.

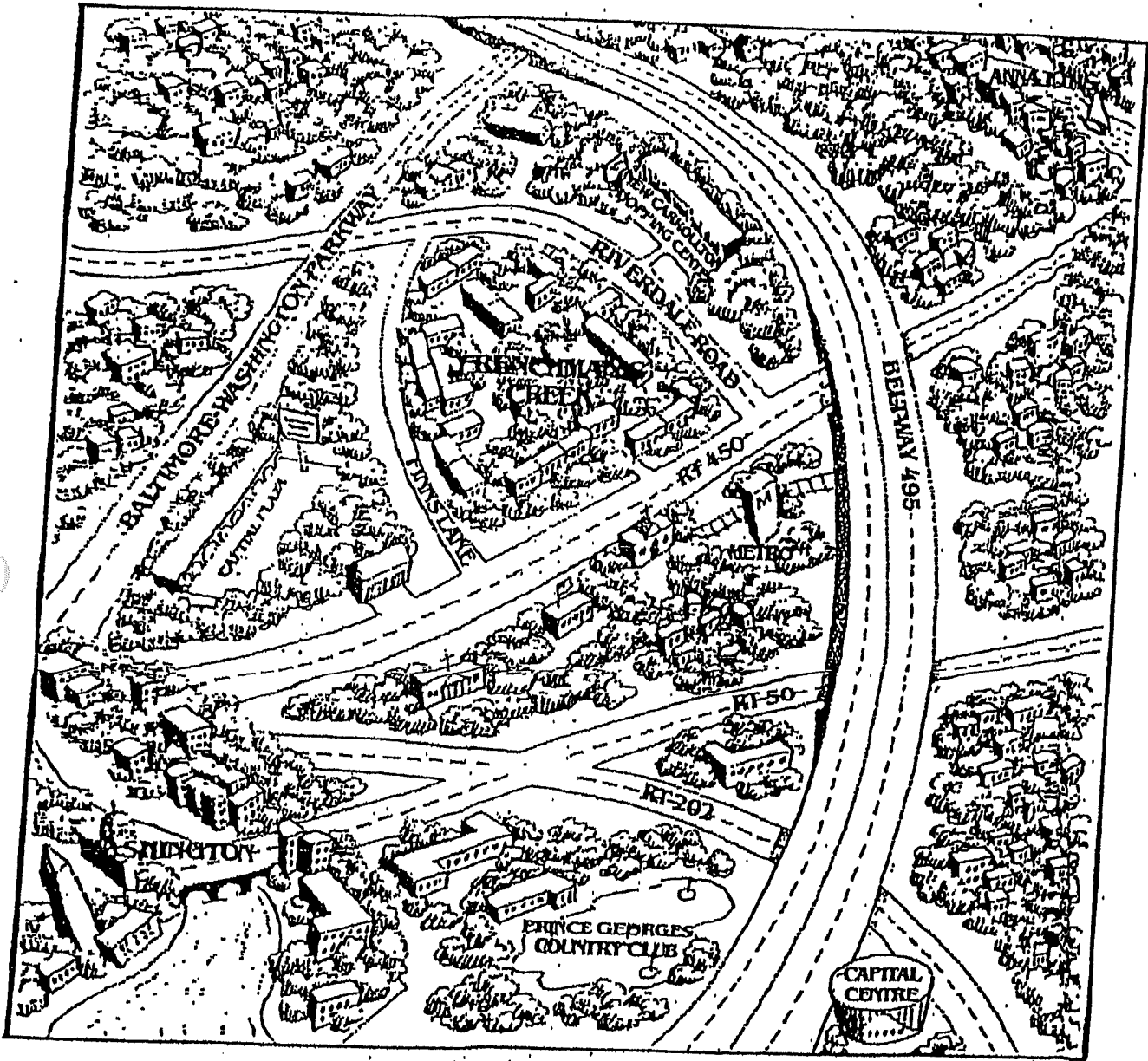
Resolved: Now, therefore, be it resolved that a broken window must be replaced within 30 days of breaking.

FRENCHMAN'S CREEK CONDOMINIUM

ELECTORAL DISTRICT

PRINCE GEORGE'S COUNTY, MARYLAND





Frenchman's



Creek

Association Office
Suite B2133
7617 Fontainebleau Drive
New Carrollton MD 20784
Tel (301) 459-2004
Fax (301) 459-1270

MEMORANDUM

To: Homeowners/Tenants of Frenchman's Creek Condominium
From: Alozie Peter Eluwa, Property Manager
Date: --/--/----
Re: **Scheduled Extermination**

This notice is to inform you that your unit(s) can be scheduled for extermination on **Every 1st Tuesday of the Month**. Please make sure that we either have keys on file to enter your unit or arrangements are made to have someone present during the treatment. In preparation for extermination, please make sure the kitchen and bath cabinet areas are cleared of any items that will hinder the work of the contractor.

If you have any questions, please feel free to contact the office at (301)459-2004. Monday – Thursday 9:00 am to 5:00 pm.

Thanks for your cooperation with this matter.

Pest Control

We have a contract with a private pest control firm to take care of rodents and insects in the common elements. If you see rodents, insects, bees, wasps or other pests around your building or unit, please contact the office for service.



Snow Removal

This chore is handled by staff and/or outside contractors. During a snow emergency, you can assist by not blocking roadways or parking areas, and by being patient. There are forty (40) buildings which required attention.

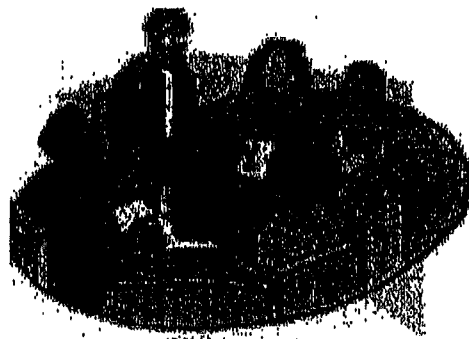
Living in a Condominium – A Special Lifestyle

Living in a condominium involves more than a unique method of ownership of property with rules, restrictions, and obligations. Instead, the owner is free to rent the meeting room, use the swimming pool, tennis courts and other amenities not available to the average homeowner. Unlike the owner of a detached house, the owner of a condo unit is free of personal responsibility for mowing, raking, shoveling snow, exterior painting and repairs, pruning, etc. Condo living, thus, offers a special lifestyle that many people enjoy.

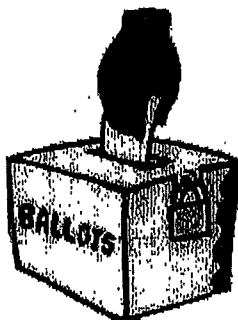
Is Condominium Living for You?

If your personal lifestyle does not allow you to become involved in community affairs, a key feature of condo living, then perhaps you would be happier in a detached house where you are completely free to “do your own thing”.

However, if you understand and accept the principles behind the condominium concept – with its rights, obligations, rules and restrictions – and if you enjoy working with people to make your community a better place for all...you are certainly welcome at *Frenchman's Creek*.

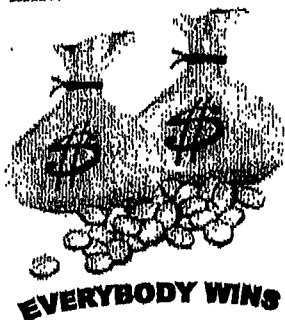


- **You** have the right to be interested and involved in all operational aspects of *Frenchman's Creek*; however, you have the obligation to do so in a responsible manner. Your participation in the various committees and on the Board and at designated times in Board meetings is invited and encouraged.
- **You** have the right to sound fiscal administration and policies in the operation of *Frenchman's Creek*. You have the obligation to pay promptly and in full, your monthly condominium fees or and special assessments. Failure to make timely payments deprives your community of financial well-being, services and facilities. Failure to make timely payments, also, subjects the owner to possible late fees, liens against property foreclosure and other legal actions.
- **You** also have the right, only if current on condo fee payments, and the obligation, to participate in all elections. Failure to vote on important issues deprives your community of a clear consensus of what is or not needed and/or desired by the majority of owners. Delays also impede decisions.



Condominium Living – A Common Investment to Project

Your unit at Frenchman's Creek is probably your largest financial investment. Naturally, you want your investment to remain safe and secure, and if possible, to appreciate. In that sense, you have the same objectives that all owners have. Your investment is NOT based solely on the condition of your individual unit. It is based on the fiscal integrity of an Association with \$26 million in assets, the structural soundness of the buildings, the condition of the recreational facilities, the fiscal reputation of the condominium, the administration of a \$1 million annual budget, FHA and VA financing options, the capabilities of the management and the commitment of the owners to protect their investment. All of these factors play important roles in determining the market value of your unit.



The Condominium Concept

To understand how your community functions and how it can better serve you, you must fully understand the condominium concept.

What is a Condominium?

The term condominium refers to a **form of property ownership**. Like the owner of a detached single-family home, the **Owner** of a condominium unit also holds an ownership interest in the land and common facilities of the condominium (including the parking areas).

A condominium, thus, is a combination what you own:

What you own alone

Plus

What you own in common

Equals

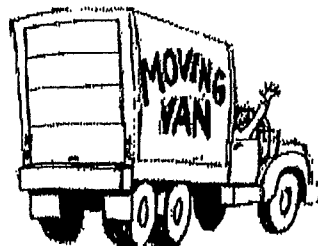
Your total interest.

Your Unit

You are the owner of your unit. The ownership of your individual unit is determined only by the terms of your mortgage. You purchased your unit from the previous owner. You did not buy from "Frenchman's Creek" or any of its bodies, including the Board of Directors. Thus, Frenchman's Creek bears no responsibility for the condition of the interior of any unit, nor for any equipment or fixtures. **Maintenance of such is the sole responsibility of the owner.** No one can enter your property without your permission, except in an emergency when the lives and/or property of you and/or others are in danger.

The Common Elements

The property held in common by all owners is called the Common Elements. Your share of the Common Elements depends upon the size of the individual unit(s) you own. Your **pro rata** share is set forth in the **Master Deed**, as filed in the land records of Prince George's County by the original developer: Fontainebleau, Incorporated of Maryland.



The Residents' Manual was written to help new owners and other residents adjust to our community. It was prompted, in part, because of a few owners and residents who did not take the time to read the Bylaws, Policy and Rules and Regulations. By reviewing the material in this Manual, you may avoid confusion and misunderstanding.

This Manual will give you an excellent, informal background on how things work at Frenchman's Creek Condominiums. You will then be able to refer to the Bylaws and Rules and Regulations with a better understanding of how they relate to you and to your community.

You can always obtain additional information or clarification of any issue from the Association Office or from the Board of Directors at the monthly Board Meetings held on the last Thursday of the month at 7:00 p.m. in the Clubhouse unless otherwise announced.

Find Your Way Around

We are located near the intersection of Riverdale Road and Annapolis Road (Route 450) in New Carrollton, Prince George's County, Maryland – approximately one (1) mile from the Capital Beltway (I-95) – at Exit 20B. See map on last page.

The area in which *Frenchman's Creek* is located contains a mix of single and multi-family residential housing. Several shopping facilities, including New Carrollton Mall are located within short walking distance.

The *Landover Hills Post Office* (West Hyattsville) is located at 7500 Buchanan Street and serves our community Monday – Friday, 8:30 a.m. to 5:00 p.m. (except Wednesday, 12:00 noon to 5:00 p.m.) and Saturday 8:30 a.m. until 12:00 noon. Your Zip Code is 20784.



Welcome to Frenchman's Creek Condominiums

The Owners, Residents and Staff of Frenchman's Creek Condominiums would like to welcome you and your family to our community. We hope you will find your new home enjoyable, attractive, safe and financially secure.

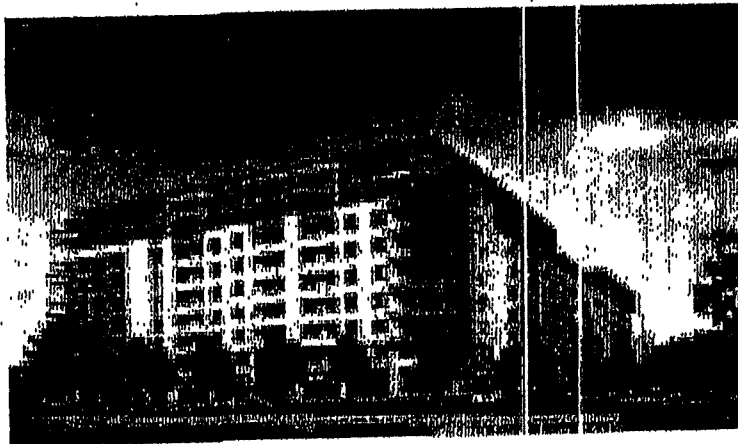
The Creek – A Unique Concept

The Creek is a unique residential property that is a garden-apartment-style community. It has individual building security, police protection (uniformed and plain-clothed), landscaped grounds and a spacious feeling found in most garden apartment communities.

The Creek is a democratic body consisting of 608 voting owners with our own declaration, bylaws and governing Board of Directors. We are also a social organization which offers social and recreational facilities to our residents.

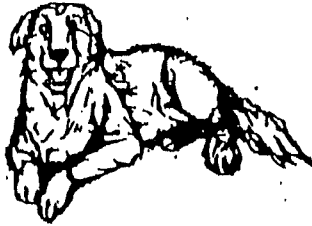
The Creek is an Association with assets in excess of \$26 million and an annual budget of over \$1 million per year.

The community includes forty, three story residential buildings averaging 15 individual units per building, a clubhouse, administrative offices, tennis courts, swimming pool, playgrounds, picnic areas and acres of lawns.



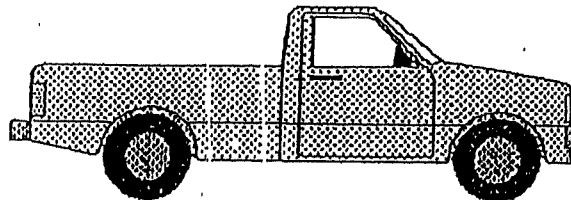
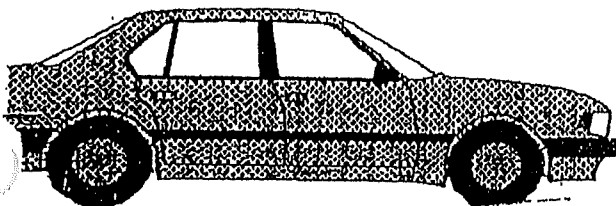
Rules for Pets and Their Owners:

- * Whenever pets are outside of your unit, they are to be kept under control or on a leash, in accordance with Prince George's County Animal Control Laws.
- * After curbing your pet, you are expected to remove any excrement and deposit it in an appropriate receptacle.



Rules for Vehicles, Their Owners and Operators:

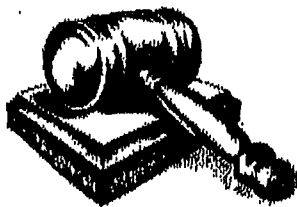
- * Driving your vehicle on lawns is prohibited.
- * Except for emergencies, vehicle repair on common elements is prohibited.
- * Parking in designated fire lanes is not permitted.
- * Speed limits should be strictly observed and you should be especially cautious of children. Traffic laws are strictly enforced by our uniformed and plain clothed security force who have been selected from our County Police Force.
- * Recreational vehicles, trucks, boats, etc., must only be parked in designated areas.
- * Towing is strictly enforced if abandoned cars are left in the parking lots or on the streets of New Carrollton. The Association pursues an active towing policy which complies with Prince George's County regulations for towing on private property. If your vehicle receives a parking violation sticker, you have seven (7) days to correct the problem or your vehicle will be towed at your expense.



Rules of General Conduct and Common Courtesy

Common courtesy, good sense, public health precautions and past experience (such as residents driving vehicles on lawns) serve as the basis for many of the rules established on behalf of Frenchman's Creek. The following summarizes some key points of general conduct that all residents and guests are expected to obey:

- ♣ Balconies and patios are NOT to be used for storage.
- ♣ Radios, record players, stereos, televisions or musical instruments must be kept at a volume level which does not disturb others.
- ♣ Sawing, hammering or other noisy construction activities are not permitted during the hours from 7:00 p.m. and 6:00 a.m. Please refrain from any construction during holidays.
- ♣ Loud or boisterous activities are prohibited in the common areas or pathways especially between the hours of 11:00 p.m. and 8:00 a.m.. Loud radios and horn blowing are also prohibited in those areas.
- ♣ Door-to-door solicitation by residents and outsiders is prohibited. Violations should be reported to the Hyattsville Prince George's County Police. The non-emergency number for that purpose is 699-2630.
- ♣ Use of any weapons on the property is strictly forbidden.
- ♣ Window coverings must show white or off-white on the exterior.
- ♣ Common elements are to be kept clean, especially where children play.
- ♣ Please do not use glass or metal containers in the play areas.
- ♣ Planting or cutting flowers, plants or trees are only done by contractors or staff members.
- ♣ Trash intended for the dumpsters should not be left on patios, balconies, or in front of buildings or dumpsters where it will attract rodents and roaches and become a health and safety hazard. All trash must be placed in dumpsters. If you have an item too large for the dumpsters, an area designated for such items is located near 7523 Riverdale Road. The City of New Carrollton provides special pick-ups every Wednesday (except holiday weeks). Please deposit all items for special pick-up on Tuesday evenings.
- ♣ Please remember, you are accountable for the courteous and responsible behavior of your visitors.



SECTION IV

GENERAL INFORMATION

PRINCE GEORGE'S COUNTY



THE PRINCE GEORGE'S COUNTY GOVERNMENT

FIRE DEPARTMENT

BUREAU OF FIRE PREVENTION
699-2940

VIOLATION NOTICE

It shall be unlawful to store any motor vehicles or any other gasoline-powered equipment in any multi-family, hotel, motel, office, educational or institutional occupancy, or any balcony attached thereto.

UNDER THE PROVISIONS SET FORTH IN SUBTITLE 11, SECTION 11-288 (a) [FIRE SAFETY] OF THE PRINCE GEORGE'S COUNTY CODE. FAILURE TO COMPLY, UPON CONVICTION, COULD RESULT IN A FINE OF \$1,000 AND/OR SIX (6) MONTHS IN JAIL.

BE IT KNOWN THAT:

NAME _____

ADDRESS _____

PHONE NO. _____ APARTMENT NO. _____

HAS RECEIVED A COPY OF THIS REGULATION.

RECEIVED BY _____ ISSUED BY _____

TITLE _____ TITLE _____

For Fire or Ambulance, Dial 911

4318 Rhode Island Ave., Brentwood Md 20722

ARTICLE V

Section 3. (f) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of a reasonable number (as determined from time to time by the Board of Directors) of orderly domestic pets is permitted subject to the Regulations adopted by the Board of Directors; provided, that such pets are not kept or maintained for commercial purposes or for breeding and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium upon three (3) days written notice from the Board of Directors. Pets shall not be permitted upon the Common Elements unless accompanied by a responsible person. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium, the Council of Unit Owners, each Unit Owner, the Board of Directors, the Managing agent, and the Developer free and harmless from any loss, claim of liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered and inoculated as required by law. Leash laws shall be obeyed.

THE COUNCIL OF UNIT OWNERS OF FRENCHMAN'S CREEK
CONDOMINIUM

POLICY RESOLUTION NO. 83-1

Regulations Governing Drapery Colors and Broken Windows

AUTHORITY: WHEREAS Article III Section 3 of the By-Laws assigns the Board of Directors with "... All of the powers and duties necessary for the administration of the affairs of the Condominium...." And further states the Board of Directors "may do all such acts and things as are by the Condominium Act, the Declaration or by these By-Laws directed to be done by the Council of Unit Owners"; and

REASON: Description of approved window coverings is too controversial.

RESOLVED: Be it resolved that blinds, shades or drapes must be installed on all windows and sliding glass doors of all Units in white or off-white colors facing the exterior of the building. All Units must comply to this Policy by April 20, 1983, and thereafter, new Owners must conform to this Policy within 30 days after settlement.

REASON: To maintain the appearance of the exterior of all the buildings.

RESOLVED: Now, therefore, be it resolved that broken windows be replaced within 30 days of breaking.

YES NO ABSTAIN ABSENT

✓	_____	_____	_____
✓	_____	_____	_____
_____	_____	_____	_____

President: Tom Levien

Vice President: Patsy Serkes

Secr'y/Treas: Joyce D'Avanzo

Secretary:

Joyce D'Avanzo
Secretary

Adopted at a Regular
Board Meeting.

THE COUNCIL OF UNIT OWNERS OF FRENCHMAN'S CREEK CONDOMINIUM

POLICY RESOLUTION NO. 83-2

VIOLATIONS SANCTION POLICY

AUTHORITY: WHEREAS, Article III, Section 3, of the By-laws assigns the Board of Directors with "... all of the powers and duties necessary for the administration of the affairs of the Condominium..." and further states that the Board of Directors "may do all such acts and things as are by the Condominium Act, the Declaration or by these By-laws directed to be done by the Council of Unit Owners"; and

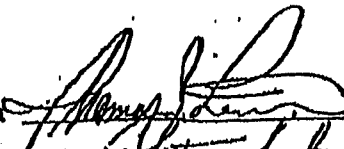
REASON: Whereas there is a need to establish a fining procedure for owners who have failed to comply with proper notice of condominium rules violations,

RESOLVED: Now, therefore, be it resolved a sanction be imposed to fine the owner in violation in the amount of \$10.00 per day until the violation is corrected. The sanction will continue on a daily basis and shall account from the time notice is sent by the Board of Directors until the date of the hearing, and thereafter until the violation is permanently corrected. Notice shall specify that it can be enforced by a lien against the unit owner's condominium unit. If, upon appeal to the Board of Directors, the unit owner is successful in his/her appeal, all fines imposed shall be void.

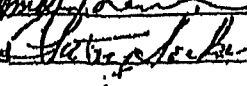
YES NO ABSTAIN ABSENT

✓ _____ _____ _____

President: Tom Levien

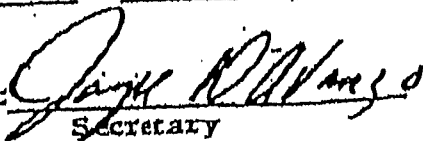


Vice President: Patsy Serkes



Secr'y/Treas: Joyce D'Avanzo

Attest:


Secretary

Adopted at a Regular Board Meeting.

DATE: 1/6/83

Resolution No. 83-3

Regulation governing Drapery Colors (and Broken Windows)

Authority: whereas Article III, Section 3 of the By-Laws assigns the Board of Directors with "...all of the powers and duties necessary for the administration of the affairs of the Condominium..." and further states that the Board of Directors "may do all such acts and things as are by the Condominium Act, the Declaration or by these By-laws directed to be done by the Council of Unit Owners"; and

Reason: Description of approved window covers is too controversial.

Resolved: Be it resolved that blinds, shades or drapes must be installed on all windows and sliding glass doors of all units in white or off white colors facing the exterior. All units must comply to this policy by April 30, 1983, and thereafter new owners must conform to this policy within 45 days after settlement.

Reason: To maintain the appearance of the exterior of the buildings.

Resolved: Now, therefore, be it resolved that broken windows must be replaced within 30 days of breaking.

THE COUNCIL OF UNIT OWNERS OF FRENCHMAN'S CREEK CONDOMINIUM

ADMINISTRATIVE RESOLUTION NO. 83-23

Procedures Relative to Assessments
Collection of Routine, Special Assessments
and Delinquent Payments

WHEREAS, Article V, Section 2 of the Bylaws creates an assessment obligation for Owners;

WHEREAS, Article V, Section 1(c) of the Bylaws empowers the Board to make assessments against Unit Owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the Unit Owners and establish the period of the installment payment of the annual assessment for Common Expenses . . .;

WHEREAS, Article VII, Section 1 of the Bylaws specifies the types of relief the Association, through its Board or Managing Agent, may seek when a Unit Owner is in default under the terms of the Condominium Instruments or Condominium Act; and

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said assessments.

NOW, THEREFORE, BE IT RESOLVED THAT the Board duly adopt the following assessment procedures:

I. ROUTINE COLLECTIONS

A. All monthly installments of the annual assessments shall be due and payable in advance on the first day of the applicable month; all special assessments shall be due and payable on the first day of the next month which begins more than seven days after delivery to the Unit Owner or notice of such special assessment ("Due Date").

B. All documents, correspondence, and notices relating to the charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by an Owner. Notices of special assessments shall be sent by certified mail, return receipt requested.

C. Non-receipt of an invoice shall in no way relieve the Owner of the obligation to pay the amount due by the Due Date.

II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

A. If payment of the total assessment due and owing, including unit charges and late fees, is not received by the Managing Agent by the sixteenth (16th) day of the month, the account shall be deemed late.

B. Pursuant to Article V, Section 3 of the Bylaws, if a Unit Owner defaults in paying any sum assessed against his/her condominium unit, which continues for a period in excess of fifteen (15) days, interest at the rate of eighteen percent (18%) per annum or such other maximum rate allowed by law may automatically be imposed on the principal amount unpaid from the Date Due until paid. No notice of the imposition of such interest need be provided to the Owner. Such interest shall constitute a lien upon the condominium unit of the defaulting Owner.

C. A "Late Notice" substantially in the form of Exhibit A to this Resolution shall be sent to Owners who have not paid assessments in full by the tenth day after the Due Date.

D. A "Second Late Notice" substantially in the form of Exhibit B to this Resolution shall be sent to Owners who have not paid assessments in full by the twenty-fifth day after the Due Date.

E. If any Unit Owner shall fail to pay two consecutive monthly assessment installments by the tenth (10th) day of the second month, a final letter substantially in the form of Exhibit C and a letter from counsel substantially in the form of Exhibit D to this Resolution shall be mailed to the Owner at the address listed on the books of the Association via certified mail, return receipt requested, with all related costs added to the delinquent Owner's account.

F. If payment in full, of such delinquent assessment or any assessments payable in installments including unit charges, special assessment(s), late fees, and interest charges is not received by counsel or the Managing Agent within fifteen (15) days after the letter from counsel has been sent, then the remaining installments of the annual assessments shall be due and a condominium lien shall be filed. Counsel will so notify Owner with a copy of the condominium lien, and the Managing Agent shall notify the Mortgagee, if known. The cost of filing the condominium lien will be added to the account. In addition to filing of the condominium lien, counsel to the Association shall take other appropriate legal action as directed by the Board, including but not limited to civil action suits to recover the amounts owed the Association or commencing foreclosure proceedings.

G. All costs incurred by the Association as a result of any violation of the Declaration, Bylaws, Rules and Regulations or Resolutions; of the Condominium by an Owner, his family, employees, agents or licensees, shall be specially assessed against such Owner. Such costs include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from an Owner's failure to pay assessments when due or from any other default referred to in this paragraph.

H. The Board may commence an action to preclude the issuance of new Activities Membership Cards to any Owner whose account is past due or to suspend Activities Membership Cards already issued for any Owner whose account is past due.

I. The Board may grant a waiver of any provision herein upon petition in writing by an Owner showing a personal hardship. Such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Board granting the relief and the conditions of relief.

J. The Board hereby authorizes the Managing Agent to waive the imposition of late fees on payments received by the Managing Agent after the sixteenth (16th) day of the month, if, in the judgement of the Managing Agent, the delinquent Owner has owned the Unit for less than three (3) months at the time of the delinquency and/or the Managing Agent determines the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment. Further, such a waiver may be granted only once to any delinquent Unit Owner.

K. Payments received from an Owner will be credited in the following order of priority:

1. Charges for attorneys fees and court costs.
2. All late charges or interest accrued, as applicable.
3. All other charges incurred by the Association as a result of any violation by an Owner, his family, employees, agents or licensees of the Declaration, Bylaws, Rules and Regulations or Resolutions.
4. The monthly condominium assessment for each unit including any special assessment due, as applicable. Monthly assessments received shall be applied toward the oldest month(s) then owed.

<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
✓	—	—	—
✓	—	—	—
✓	—	—	—
✓	—	—	—
✓	—	—	—

President: A. Alvarado
 Vice President: James C. Kell
 Secretary: Maria J. Bauman
 Treasurer: James H. [unclear]
 COUNCIL AT LARGE: Harold P. [unclear]

ATTEST: Maria J. Bauman Secretary Adopted at a reg. Board Meeting.

DATE: Aug. 23, 1983



THE COMMERCIAL MANAGEMENT GROUP, INC.
Real Estate Management and Consulting

TCMG WEBSITE INSTRUCTIONS

- Go to <https://tcmg.cincweb.com> (TCMG landing page will appear)
- Click on *Register* Button
- Complete Registration form
- Click on the *Submit* button
- Once you click on the submit button your information will be sent to our office for authorization
- Once you are authorized the system will send you a computer generated password to your email. (please check spam folder for email from – “do not reply@cincsys.net”)
- Go to <https://tcmg.cincweb.com> (do not enter “www”) and enter your email address, your username and password that was emailed to you by the system
- Click on the *Login* button

Once you are logged in you are free to view your account, make payments online and submit work orders to our office.

For assistance on how to use the website please contact the Client Services Department via email at customerservice@tcmginc.com.

Be sure to visit your community website for updates and events in your neighborhood!

Thank you for allowing TCMG, Inc. to serve you!



Association Office
Suite B2133
7617 Fontainebleau Drive
New Carrollton MD 20784
Tel (301) 459-2004
Fax (301) 459-1270

Condominium Fees

Our Condominium fees are used for the following:

- Gas for entire property (hot water and heating)
- Water and sewer for the entire property –approximately \$500,000 yearly
- Lighting for the property (Common Use areas only)
- Master Insurance policy for all buildings
- Security camera installation
- Entry guard system on each building (includes Bell Atlantic to each system)
- Exterminating
- Snow removal for the property
- Building repairs
- Trash removal
- Parking lot repairs and maintenance
- Landscaping
- Building cleaning
- Grass cutting and trimming; pruning trees, leaf removal
- Maintenance and Office Staff salaries
- Staff health insurance
- Supplies and equipment for office (telephone, computer, copier, etc)
- Attorney
- Accountant
- Roof repairs
- Painting of buildings
- Any contractors needed
- Federal, State, County and City Taxes
- Association owned vehicles—insurance, tags, gas and upkeep
- Maintenance equipment—shampoo machine, hand tools, snake for drains, etc

The condominium fee pays for all supplies, contracts, personnel pertaining to the upkeep, daily functions and duties of running Frenchman's Creek.

Frenchman's



Creek

Association Office
Suite B2133
7617 Fontainebleau Drive
New Carrollton MD 20784
Tel (301) 459-2004
Fax (301) 459-1270

PARKING NOTICE TO ALL RESIDENTS OR VISITORS

Frenchman's Creek strictly enforces all STATE, COUNTY and MUNICIPAL VEHICLE PARKING LAWS AND CODES and Frenchman's Creek regulations including:

You are or have been illegally parked as follows:

- 1. In Fire Lanes**
- 2. In Handicap Spaces not assigned to you**
- 3. In front of Dumpsters**
- 4. Double parked**
- 5. Parking in more than one space-over the lines**
- 6. NO COMMERCIAL VEHICLES (Overnight)**
- 7. Vehicles with flat tires or otherwise inoperable**
- 8. Expired Tags**
- 9. Out-of-State Tags (after 30 days)**
- 10. NO VEHICLE REPAIRS ON PROPERTY**

PLEASE NOTE: The notice is provided as a courtesy. It is your responsibility as a licensed driver to maintain your vehicle at all times within the laws/codes of the State, County and City.

Posted: March 31, 2005
Permanent: DO NOT REMOVE

Frenchman's



Creek

Association Office
Suite B2133
7617 Fontainebleau Drive
New Carrollton MD 20784
Tel (301) 459-2004
Fax (301) 459-1270

**Attention: Homeowner(s)
Tenant(s)**

**If your vehicle is being TOWED in the
Community**

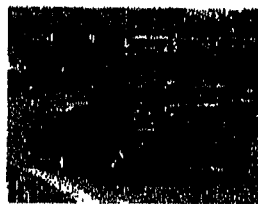
PLEASE Contact

CAROLINA'S TOWING

301-350-3897

Location: 4110 Suit Road, LOT #16

District Heights, Md 20747



FRENCHMAN'S CREEK CONDOMINIUMS PARKING PERMIT APPLICATION

<u>Parking Pass Numbers Assigned</u>		Application received:
Reserved:	Guest:	Additional passes issued?
Please <u>DO NOT</u> write in this space for office use only.		

<u>Owner Information</u>	
Unit Owner's name(s)	
Address:	Unit:
Telephone Number: (H)	(W)
If you rent the property, please fill in the information below:	
Occupant(s) Name(s):	
Address:	
Telephone Number: (H)	(W)
Note: Please provide us with a copy of your lease, if not already on file. You must also provide a copy of the vehicle registration.	

I have read and agreed to abide by all Rules and Regulations outlined in the Association's Documents and posted signs dealing with parking.

Owner's signature

Date

PARKING AUTHORIZATION
FOR
FRENCHMAN'S CREEK CONDOMINIUM
(Appendix A)

ISSUED TO:

Name of Resident

Address of Resident

Authorized this _____ date of _____, 20____, that the Board of Directors of Frenchman's Creek Condominium shall appoint an authorized agent for the Association to tow from any assigned space or unassigned space, if appropriate, as set forth in the adopted Parking Rules and Regulations, as long as the resident resides in the unit noted. The resident agrees to abide by the towing guidelines established and any future changes in the guidelines adopted by the Board of Directors once the resident is made aware of those changes.

The above-named individual, on behalf of himself, or herself, and other members of the individual's household, and the household's other owners, agents, guests, and invitees agree to fully release and discharge any liability of Frenchman's Creek Condominium Association from any and all claims arising or resulting from the towing, removal or impoundment of any vehicle by the Association's authorized agent in furtherance of and/or in connection with the enforcement of the adopted Parking Policy of the Association, as the same may be amended from time to time and distributed to the Association to all owners within the Association.

Attest

President Date
Frenchman's Creek Condominium Association

Attest

Resident Date



THE PRINCE GEORGE'S COUNTY GOVERNMENT

Department of Environmental Resources

Animal Management Division

Samuel E. Wynkoop, Jr.
Director

BALCONY POLICY:

ANIMALS MAY NOT BE MAINTAINED ON A BALCONY/DECK UNLESS ACCOMPANIED BY A RESPONSIBLE ADULT.

Animal Control Cruelty Standards states animals must be maintained in a safe and humane manner.

- A. Animals could jump over balcony/deck and injure or kill itself.
- B. Animals could squeeze through railings and fall off or run at large.
- C. If chained the animal could jump off and hang itself.
- D. Space on balcony/deck is usually too small to maintain any animal.

FIRE DEPARTMENT:

Upon inspection may find an animal shelter blocks ingress/egress in the event of a fire and often orders the removal of shelter for an animal.

HEALTH DEPARTMENT:

Animal(s) cannot use the balcony/deck for a bathroom, as it affects the health of the person(s) living below.

COMMERCIAL PROPERTY STANDARDS:

The balcony/deck is the responsibility of the tenant and must be kept in a clean and sanitary condition at all times.

3750 Brown Station Road, Upper Marlboro, Maryland 20772
Phone: (301) 780-7200 • www.princegeorgespets4us.com

Spay/Neuter Saves Lives

Frenchman's



Creek

Association Office
Suite B2133
7617 Fontainebleau Drive
New Carrollton MD 20784
Tel (301) 459-2004
Fax (301) 459-1270

Memorandum

**To: Residents/Homeowners of
Frenchman's creek Condominiums**

From: Management

Date: August 27, 2009

Re: Pit Bulls on Property

This notice will serve as a reminder that pit bulls are illegal in Prince George's County, unless they were born before February 3, 1997. If you have a pit bull on the property and it was born before February 3, 1997, it must be registered with the Animal Management Division of Prince George's County.

If you are found to have a pit bull in the community and you are not in compliance, you will be fined and the dog will be removed.

Please refer to the following notice regarding pit bull registration.



PIT BULL REGISTRATION

Effective February 3, 1997, in compliance with Prince George's County Code, Section 3-185.01, all pit bulls must be registered with Prince George's County Animal Management Division. Pit bulls must have a current Prince George's County dog license and a valid rabies vaccination in order to be registered.

♣ Pit bulls born in Prince George's County after February 3, 1997 are illegal and must be removed from the County.

If you have had the dog in your possession and have written proof (copy of rabies certificate, vet bill or similar documentation) that you owned the dog prior to February 3, 1997 you must apply for a dog license and pit bull registration.

♣ If you registered your pit bull during 1997, you will receive a renewal notice from Animal Management to renew your registration. The registration tag your dog received in 1997 will stay with him during his life. Our records will be updated to reflect the renewal of the registration tag. Should you lose your pit bull registration, a duplicate will not be provided.

♣ At the time you renew your pit bull registration, you must send a photograph of your pit bull or come by the Animal Shelter at 8311 D'Arcy Road, Forestville, MD., and we will photograph your pit bull. The photograph is for your dog's protection.

♣ Pit bulls are defined as:

Staffordshire Bull Terrier Breed
American Staffordshire Terrier Breed
American Pit Bull Terrier Breed

♣ Section 3-185.01 of the Prince George's County Code requires that pit bulls be maintained within a building or secure kennel at all times and wear a pit bull registration tag at all times.

♣ Pit bulls outside of a building or kennel shall be under the control of an adult and secured by an unbreakable or unseverable leash.

♣ The pit bull registration fee is \$50.00 and must be renewed annually at Prince George's County Animal Management Division. Dog license fee for an altered dog is \$5 and \$25 for an unaltered dog.

♣ Violations of Section 3-185.01 will result in fines up to \$1,000 or a sentence of not more than six months of imprisonment. Owners of pit bulls that cause injury to or kills a human being or a domestic animal without provocation shall be fined up to \$1,000 or receive a sentence of not more than six months of imprisonment.

ANIMAL MANAGEMENT DIVISION
8311 D'ARCY ROAD, FORESTVILLE, MARYLAND 20747
PHONE (301) 499-8300 TDD (301) 925-5167

SPAY/NEUTER SAVES LIVES 2/98



PIT BULL REGULATIONS

— In accordance with Prince George's County Code, Section 3-195.01, Pit Bulls are illegal and must be removed from the county if they were born from February 3, 1997. Pit Bulls are defined as

- Staffordshire Bull Terrier Breed
- American Staffordshire Terrier Breed
- American Pit Bull Terrier breed of dogs or dogs that exhibit the characteristics of a Pit Bull more than any other breed of dog.

— For Pit Bulls owned prior to February 3, 1997, owners must provide written proof of ownership which could include rabies certificate, veterinarian bill, or other similar documentation.

— All Pit Bulls in Prince George's County must be registered with the Animal Management Division and the registration tag is to be worn at all times. The registration fee is \$50 and must be renewed annually by the Animal Management Group. Should you lose your Pit Bull registration a duplicate will not be provided.

— Section 3.185.01 of the Prince George's County code requires that Pit Bulls be maintained within a building or secure kennel at all times. When outside, Pit Bulls shall be under the control of an adult and secured by an unbreakable or non-severable leash.

— Violations of Section 3-185.01 will result in fines up to 41,000 or a sentence of not more than six months of imprisonment. An owner of a Pit Bull that causes injury to or kills a human being or a domestic animal without imprisonment shall be fined up to \$1,000 or receive a sentence of not more than six months imprisonment.

If you have questions, please feel free to contact the PG County Animal Management Division at (301) 780-7200.



COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1996 Legislative Session

Bill No. CB-106-1996

Chapter No.

Proposed and Presented by Council Member Gourdine

Introduced by Council Member Gourdine

Co-Sponsors

Date of Introduction October 29, 1996

BILL

AN ACT concerning

Pit Bulls

For the purpose of defining Pit Bull Terrier dogs; prohibiting any person from owning, keeping, or harboring Pit Bulls under certain circumstances, and providing for penalties for violation.

BY repealing and reenacting with amendments:

SUBTITLE 3. ANIMAL CONTROL.

Sections 3-101 and 3-116.

The Prince George's County Code

(1995 Edition)

BY adding:

SUBTITLE 3. ANIMAL CONTROL.

Section 3-185.01,

The Prince George's County Code

(1995 Edition).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Sections 3-101 and 3-116 of the Prince George's County Code be and the same are hereby repealed and reenacted with the following amendments:

SUBTITLE 3. ANIMAL CONTROL.

DIVISION 1. DEFINITIONS.

Sec. 3-101. Definitions.

1 (a) As used in and for the purposes of this Subtitle, the following words and phrases
2 shall have the meanings assigned to them herein:
3 * * * * *

4 (34.1) Pit Bull Terrier shall mean any and all of the following dogs:

5 (A) Staffordshire Bull Terrier breed of dogs;

6 (B) American Staffordshire Terrier breed of dogs;

7 (C) American Pit Bull Terrier breed of dogs;

8 (D) Dogs which have the appearance of being predominantly of the breed of
9 dogs known as Staffordshire Bull Terrier, American Staffordshire Terrier, or American Pit Bull
10 Terrier. Predominantly shall mean that the dog exhibits the physical characteristics of a Pit
11 Bull Terrier more than of any other breed of dog;

12 (E) Dogs which have been registered at any time as a Pit Bull Terrier.
13 * * * * *

14 **DIVISION 4. ANIMAL CONTROL ENFORCEMENT.**

15 **Subdivision 1. Enforcement and Violation Notices.**

16 Sec. 3-116.01 Criminal penalties: violations.

17 (a) Any person found to have violated any provision of Subtitle 3-185.01 shall be fined
18 up to \$1,000.00 or may be sentenced to not more than six (6) months of imprisonment.

19 (b) A Pit Bull that causes injury to or kills a human being or a domestic animal without
20 provocation shall be humanely destroyed and the owner of such dog shall be fined up to
21 \$1,000.00 or may be sentenced to not more than six (6) months of imprisonment.
22 * * * * *

23 **SECTION 2. BE IT FURTHER ENACTED** by the County Council of Prince George's
24 County, Maryland, that Section 3-185.01 of the Prince George's County Code be and the same
25 is hereby added to the Prince George's County Code:

26 **SUBTITLE 3. ANIMAL CONTROL.**

27 **DIVISION 6. OTHER RULES, REGULATIONS AND STANDARDS.**

28 Sec. 3-185.01. Pit Bull Terriers.

29 (a) Except as provided below, no person shall own, keep or harbor a Pit Bull Terrier
30

1 within the County.

2 (b) Any person owning a Pit Bull Terrier prior to November 1, 1996, may continue to
3 harbor the animal on his premises under the following conditions:

4 (1) The animal shall be registered by the Administrator of Animal Control and must
5 at all times wear a tag provided by the Administrator which will readily identify it as a
6 registered Pit Bull Terrier.

7 (2) The owner shall pay an annual fee of \$50.00 to the Administrator of Animal
8 Control to maintain such animals and support enforcement.

9 (3) The owner shall maintain the dog within a building or a secure kennel at all times.
10 Whenever the dog is removed from the building or kennel it shall be secured by an unbreakable
11 or unseverable leash and maintained under the control of an adult.

12 (c) A person may temporarily hold a Pit Bull Terrier in the County for the purpose of
13 showing the dog in a place of public exhibition, contest, or show sponsored by a dog club,
14 association, or similar organization. The sponsor of the exhibition or show must obtain written
15 permission from the Director and must provide protective measures adequate to prevent the
16 dog from escaping or injuring the public. The dog shall at all times during the transportation to
17 and from the show or exhibition be confined in a secure temporary enclosure.

18 (d) Any dog employed or owned by the County or licensed security services and trained
19 to perform official police, correctional, security, fire and/or search and rescue service shall be
20 exempt from the provisions of this act.

21 SECTION 3. BE IT FURTHER ENACTED that the provisions of this Act are necessary
22 to protect the general public from the unique hazard to public safety represented by the
23 ownership and possession of Pit Bull Terriers and to control the presence of Pit Bull Terrier
24 due to the unpredictable nature of dogs which have an extraordinarily savage behavior and
25 physical capabilities in excess of those possessed by many other breeds of dogs.

26 SECTION 4. BE IT FURTHER ENACTED that the provisions of this Act are hereby
27 declared to be severable; and, in the event that any section, subsection, paragraph,
28 subparagraph, sentence, clause, phrase, or word of this Act is declared invalid or
29 unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall
30

not affect the remaining words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this Act, since the same would have been enacted without the incorporation in this Act of any such invalid or unconstitutional word, phrase, clause, sentence, subparagraph, subsection, or section.

SECTION 4. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law.

Adopted this 26th day of November, 1996.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: Stephen J. Del Giudice
Stephen J. Del Giudice
Chairman

ATTEST:

Joyce T. Sweeney
Joyce T. Sweeney
Clerk of the Council

APPROVED:

DATE: _____

BY: _____
Wayne K. Curry
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks *** indicate intervening existing Code provisions that remain unchanged.

NO LOITERING

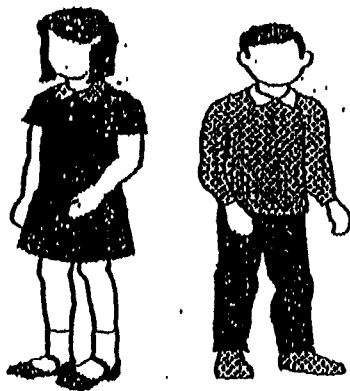
**THIS INCLUDES IN FRONT
OF BUILDINGS, IN
HALLWAYS,
LAUNDRY/STORAGE AREAS,
AND PARKING LOTS.**

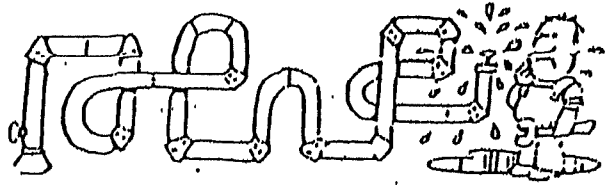
VIOLATORS WILL BE PROSECUTED.

Rules for Children

Children are valued members of our community and they, too, must be made aware of their responsibilities. The following rules are for their own safety.

- ♥ They must not play in halls, stairways, entrances, or in storage and laundry rooms.
- ♥ Ball games are not to be played in close proximity to buildings nor should balls be thrown against walls where windows could be broken.
- ♥ Bicycles are allowed on the roads, but *Not* on the sidewalks or lawns. Reckless handling is prohibited throughout the property.
- ♥ Dirt-bikes and go-carts are prohibited on the property.
- ♥ Playing inside sewer or drainage pipes is forbidden.
- ♥ Children and adults must obey all clubhouse, swimming pool and tennis court rules.
- ♥ Children must not play in flower beds and/or mulched areas.
- ♥ Parents are reminded that they are legally liable for the actions of their children. Children are expected to respect the rights and property (including the common elements) of other residents.

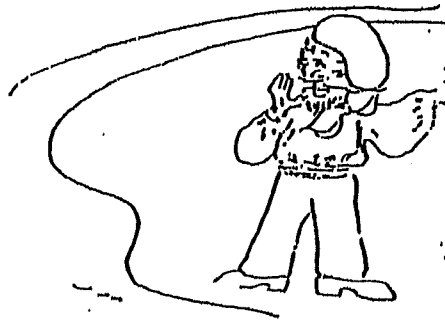




Noisy Pipes

**Please contact the Office if –
During or after you use your
water, the pipes start making a
noise. We must locate the so
source so that we can fix the
problem.**

**We, and your neighbors
appreciate your coopertion.**



Frenchman's



Creek

Association Office
Suite B2133
7617 Fontainebleau Drive
New Carrollton MD 20784
Tel (301) 459-2004
Fax (301) 459-1270

THE PRESENCE OF DRUGS AND THE ACTIVITY

THAT ACCOMPANIES IT WILL NOT BE

TOLERATED BY THE BOARD OF DIRECTORS

OR

THE COMMUNITY OF FRENCHMAN'S CREEK.

REPORT ANY SUSPICIOUS ACTIVITY

TO THE POLICE.

FOR EMERGENCIES, DIAL 911

FOR NON-EMERGENCIES, DIAL (301) 459-0142

ATTENTION PARENTS...

WE HAVE RECEIVED A NUMBER OF COMPLAINTS REGARDING CHILDREN PLAYING IN THE COMMON AREAS OF THE BUILDINGS AND LEAVING TRASH ON THE FLOORS, MAKING STAINS ON THE CARPETS, AND VANDALIZING THE STORAGE BINS, ETC.

THE HALLS, STORAGE AREAS, AND LAUNDRY ROOMS OF ALL BUILDINGS ARE NOT TO BE USED AS PLAY AREAS FOR CHILDREN.

PLEASE TAKE RESPONSIBILITY FOR YOUR CHILDREN AND PRIDE IN WHERE YOU LIVE.

THIS IS YOUR HOME

PLEASE NOTE!

**GRILLS ARE FORBIDDEN ON BALCONIES,
PATIOS, AND ANYWHERE EXCEPT THE
PICNIC AREA NEAR THE POOL.**



*This is included in the By-laws of the Frenchman's Creek
Condominium Association and is a Law in Prince George's County
for multi-dwelling buildings.*

*Persons ignoring these rules are subject to tickets by Prince George's
County and to a fine imposed by the Board of Directors.*

Frenchman's



Creek

Association Office
Suite B2133
7617 Fontainebleau Drive
New Carrollton MD 20784
Tel (301) 459-2004
Fax (301) 459-1270

For your Safety & Security

Be Sure to Lock the

Laundry Room Door When

You Leave the Laundry Room!

Keys are available free at the office.

Please bring proof of residency.

Frenchman's



Creek

Association Office
Suite B2133
7617 Fontainebleau Drive
New Carrollton MD 20784
Tel (301) 459-2004
Fax (301) 459-1270

PLEASE DO NOT DISPOSE OF YOUR BULK TRASH (SUCH AS FURNITURE, REFRIGERATOR(S), FREEZER(S), STOVE(S), TOILET(S) AND BUILDING MATERIALS, ETC.) BY THE DUMPSTERS LOCATED NEXT TO YOUR BUILDINGS. WE HAVE A DESIGNATED BULK TRASH AREA FOR YOUR USE. IT IS LOCATED IN FRONT OF 7523 RIVERDALE ROAD. VIOLATORS WILL BE SEVERELY FINED.

Frenchman's



Creek

Association Office
Suite B2133
7617 Fontainebleau Drive
New Carrollton MD 20784
Tel (301) 459-2004
Fax (301) 459-1270

**PLEASE DO NOT DISPOSE OF YOUR
TRASH IN THE LAUNDRY/STORAGE
ROOMS. DUMPSTERS
HAVE BEEN
PROVIDED FOR EACH BUILDING. IF
THIS PERSISTS, THE GUILTY PERSON
OR PERSONS WILL
HAVE FINES ASSESSED
AGAINST THEM.**

SECTION VII

FRENCHMAN'S CREEK CONDOMINIUM

INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/11

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

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

PRODUCER EWS Insurance Assoc., Inc. 20 Wight Ave. Ste 300 Buck Valley, NJ 07000 (443) 632-3412	CONTACT NAME Daniel Te Lehner	PHONE (443) 632-3412	FAX NO. (443) 632-3434
	EMAIL ADDRESS dlehner@ebsa.com		
INSURED Kochspa's Creek Condo Assn. 7617 Knoblochleas Drive, Suite 20133 New Carrollton, MD 20784	INSURER A: TRAVELERS PROPC CAS CO OF MARYL.		NAME# 025674
	INSURER B: FEDERAL INSURANCE CO		NAME# 025681
	INSURER C: WASHINGTON INDEMNITY CO OF CONN		NAME# 025682
	INSURER D: Great American Insurance Co		NAME# 016691
	INSURER E:		

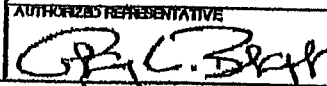
COVERAGES CERTIFICATE NUMBERS

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

REF ID	TYPE OF INSURANCE	INS POLY	INS W/O	POLICY NUMBER	INS POLY	INS W/O	UNITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC.			2680478691110011	2/16/2011	2/16/2012	E&M OCCURRENCE \$ 1,000,000 DAMAGES TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP/AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			26851268171000	11/21/2010	11/21/2011	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE			26851268171000	2/16/2011	2/16/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY OCCUPATIONAL INJURIES/ACCIDENTS <input type="checkbox"/> SICKNESS/ILLNESS <input type="checkbox"/> DEATH/RETIREMENT <input type="checkbox"/> V/O <input checked="" type="checkbox"/> W/M			26851268171000	11/21/2010	11/21/2011	EL. EACH ACCIDENT \$ 500,000 EL. DISEASE - EA EMPLOYEE \$ 500,000 EL. DISEASE - POLICY LIMIT \$ 500,000
D	Commercial General Liability			26851268171000	2/16/2011	2/16/2012	EL. DISEASE - POLICY LIMIT \$ 500,000 \$1,000,000 limit/\$1,000 deductible
A	Blanket Pollution			2680478691110011	2/16/2011	2/16/2012	\$57,555,000 limit/\$5,000 deductible Replacement Cost

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Unit Owner Address and Phone Number

CERTIFICATE HOLDER Unit Owner Mortgage Company	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Gary Benner (PM)

SECTION V

FRENCHMAN'S CREEK CONDOMINIUM

FINANCIAL INFORMATION

Frenchman's



Creek

Association Office
Suite B2133
7617 Fontainebleau Drive
New Carrollton MD 20784
Tel (301) 459-2004
Fax (301) 459-1270

December 23, 2013

Dear Homeowner(s):

Find enclosed, a copy of the 2014 approved budget which does not reflect an increase in monthly assessments. Payment coupons for 2014 were mailed out about two weeks ago and should have been received by now. However, if by the end of the 1st week of January 2014 you have not received your payment coupons(s), please contact the Frenchman's Creek Business Office.

If you are current on your monthly assessments, I urge you to take advantage of recurring automated payments which debits your debit or credit card(s) or checking accounts each month. These modes of payments ensure that you are never late paying your monthly assessments and this eliminates late or lost mail as well as legal and/or late fees.

Wishing you a Happy and Very Prosperous New Year.

Most Sincerely,

Paul Gbenoba

President, Board of Directors



FRENCHMAN'S CREEK CONDO, INC
2014

12/20/2013
1:49 pm

INCOME	
40-4601-00 Residential Assessments	\$1,800,000.00
40-4602-00 Attorney Checks: Homeowners Revenue Recovered	100,000.00
40-4603-00 Late Fee Income	1,000.00
40-4606-00 NSF Collection Income	100.00
40-4610-00 Laundry Income	14,000.00
40-4615-00 Resale Pkg/Condo Docs	1,000.00
40-4620-00 Key Income	1,000.00
40-4625-00 Collection Income	1,500.00
40-4636-00 Misc. Owner Income-Repairs	1,800.00
40-4641-00 Resale Package Income	1,000.00
Total OPERATING INCOME	\$1,821,100.00

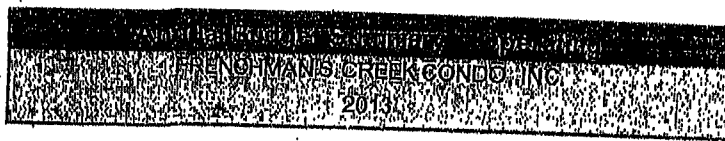
EXPENSES	
60-6710-00 Management Fees	45,894.80
60-6712-00 Office Salary	150,000.00
60-6713-00 Employer Payroll Taxes	17,000.00
60-6714-00 Audit Fees	4,000.00
60-6716-00 Cost of Collections	14,000.00
60-6717-00 Legal Fees	25,000.00
60-6718-00 Professional Services	2,500.00
60-6719-00 Meeting Expense	2,000.00
60-6720-00 Bank Charges	200.00
60-6726-00 Postage	616.40
60-6728-00 Insurance-Property	75,000.00
60-6730-00 Dues & Subscriptions	600.00
60-6733-00 Equipment Leases	2,200.00
60-6734-00 Equipment Maintenance	1,800.00
60-6735-00 Auto Expenses	2,000.00
60-6740-00 Coupons	4,884.00
60-6741-00 Newsletter/Website	1,420.00
60-6742-00 Internet	3,300.00
60-6743-00 Federal & State Taxes	1,500.00
60-6745-00 Taxes - Payroll	35,000.00
60-6747-00 Other Taxes	500.00
60-6750-00 Office Supplies & Exp	5,000.00
60-6751-00 Petty Cash	3,000.00
60-6760-00 Telephones	25,500.00
60-6770-00 Payroll Processing	5,000.00
60-6789-00 Misc. General & Administrative	10,000.00
60-6792-00 Office Equipment Maintenance	1,000.00
60-6795-00 Contribution to Reserve	67,000.00
60-6841-00 Water / Sewer	405,000.00
60-6842-00 Gas	405,000.00
60-6865-00 Maintenance Salary	70,000.00
60-6870-00 Taxes - Payroll Garnishment	2,500.00
60-6878-00 Workmen's Compensation	75,000.00
60-6881-00 Electricity	20,000.00
60-6902-00 Bldg.&Equip.-Carpet Install	60,000.00
60-6910-00 Bldg Maintenance & Repairs	40,000.00
60-6911-00 Site Maintenance & Repairs	135,000.00
60-6914-00 Roof Repairs	25,800.00
60-6916-00 Bldg.&Eulp. Supplies	



FRENCHMAN'S CREEK CONDO, INC.
2014

12/20/2013
1:49 pm
2

60-6819-00 Electrical Repairs	44,888.00
60-6925-00 Bldg/Maintenance Supplies	7,000.00
60-6861-00 Lawn Maintenance	42,000.00
60-6863-00 R & M Plumbing	14,000.00
60-6865-00 Grounds Maintenance	1,000.00
60-6867-00 Grounds Supplies	1,555.00
60-6870-00 Janitorial Services	1,750.00
60-6872-00 Exterminating	5,000.00
60-6875-00 Security	40,000.00
60-6877-00 Entry Guard Security System	5,000.00
60-6879-00 Key Expense	1,000.00
60-6880-00 Snow Removal	25,000.00
60-6885-00 Vehicle Repairs & Exp	3,000.00
60-6887-00 Equipment Purchases	3,000.00
60-6888-00 Fire Restoration	2,500.00
60-6897-00 Bulk Trash	2,500.00
60-6898-00 Trash Removal	1,000.00
Total OPERATING EXPENSE	\$1,921,100.00
Net - Operating Totals	\$0.00



9/5/2012
12:00 pm
1

INCOME	
40-4601-00 Residential Assessments	1,800,000.00
40-4603-00 Late Fee Income	6,000.00
40-4608-00 NSF Collection Income	1,200.00
40-4610-00 Laundry Income	15,750.00
40-4615-00 Resale Pkg/Condo Docs	6,000.00
40-4620-00 Key Income	1,000.00
40-4626-00 Collection Income	5,000.00
40-4636-00 Misc. Owner Income-Repairs	5,000.00
40-4641-00 Resale Package Income	4,000.00
Total OPERATING INCOME	1,843,950.00
EXPENSES	
60-6710-00 Management Fees	44,568.00
60-6712-00 Salaries - Staff	100,000.00
60-6714-00 Audit Fees	4,000.00
60-6716-00 Cost of Collections	2,000.00
60-6717-00 Legal Fees	10,000.00
60-6718-00 Professional Services	4,000.00
60-6719-00 Meeting Expense	2,000.00
60-6720-00 Bank Charges	200.00
60-6721-00 Board of Education	5,000.00
60-6728-00 Insurance-Property	80,000.00
60-6730-00 Dues & Subscriptions	300.00
60-6733-00 Equipment Leases	1,500.00
60-6734-00 Equipment Maintenance	1,000.00
60-6735-00 Auto Expenses	2,500.00
60-6740-00 Coupons	4,884.00
60-6741-00 Newsletter/Website	2,000.00
60-6742-00 Internet	1,200.00
60-6743-00 Federal & State Taxes	2,500.00
60-6745-00 Taxes - Payroll	28,928.00
60-6747-00 Other Taxes	500.00
60-6750-00 Office Supplies & Exp	8,000.00
60-6751-00 Petty Cash	3,000.00
60-6760-00 Telephones	4,000.00
60-6770-00 Payroll Processing	5,000.00
60-6789-00 Misc. General & Administrative	10,000.00
60-6792-00 Office Equipment Maintenance	2,000.00
60-6795-00 Contribution to Reserve	80,000.00
60-6798-00 Website	1,200.00
60-6835-00 Internet	1,200.00
60-6840-00 Telephone	4,500.00
60-6841-00 Water / Sewer	400,000.00
60-6842-00 Gas	400,000.00
60-6882-00 Office Salary	50,000.00
60-6885-00 Maintenance Salary	25,000.00
60-6870-00 Taxes - Payroll Garnishment	2,500.00
60-6878-00 Workmen's Compensation	2,000.00
60-6891-00 Electricity	80,000.00
60-6902-00 Bldg.&Equip.-Carpet Install	20,000.00
60-6910-00 Bldg Maintenance & Repairs	15,000.00
60-6911-00 Site Maintenance & Repairs	50,000.00



FRENCHMAN'S CREEK CONDO, INC.
2012

9/5/2012
12:00 pm
2

	\$100,000.00
60-6914-00 Roof Repairs	
60-6915-00 Bldg.&Eulp. Supples	30,000.00
60-6919-00 Electrical Repairs	18,000.00
60-6925-00 Bldg/Maintenance Supples	7,500.00
60-6961-00 Lawn Maintenance	40,000.00
60-6983-00 R & M Plumbing	5,000.00
60-6985-00 Grounds Maintenance	10,000.00
60-6972-00 Exterminating	5,000.00
60-6975-00 Securily	50,000.00
60-6977-00 Entry Guard Securily System	5,000.00
60-6979-00 Key Expense	1,000.00
60-6980-00 Snow Removal	25,000.00
60-6987-00 Equipment Purchases	5,000.00
60-6997-00 Bulk Trash	2,000.00
Total OPERATING EXPENSE	\$1,843,950.00
Net - Operating Totals	\$0.00

FRENCHMAN'S CREEK CONDOMINIUM

BUDGET ANALYSIS

INCOME

Assessments	No proposed increase
Special Assessment	None anticipated
Late/NSF Charges	Aggressive collections will increase collection of fees by 75%
Laundry	Contractual Income Source
Sale of Condo Docs	Strong real estate market drives this item. Anticipate continuation
Key Payments	No change over the years
Legal Fee Recovery	Project 2/3 recovery in current year
Interest	18% added interest, per bylaws, to delinquent assessments, judgments
Fines	New Policies on Leak and Damage resulted in fines and chargebacks
Repair Recovery	New Policies on In-unit Maintenance will generate income
Assmts Paid in Advance	Budget reflect daily 2 charges of \$50, 5 days per week, 52 weeks
Other Income	Not to be budgeted on Cash Accounting.
	None Anticipated.

TOTAL INC

OPERATING EXPENSES

UTILITIES

Electric	Proj 4% increase
Water/Sewer	Proj 3% increase
Gas	Proj 7.5% increase
Phone	Proj 3% increase

TOTAL UTILS

CONTRACTUAL

Management	Contract in place
Lawn Maintenance	Solicit New Contract-incl spring cleanup, fall cleanup, erosion patching
Cleaning Service	Weed control, mowing (24 times) and edging (12 times), aeration, seeding
Exterminating	Continue with in house cleaning
Security	Cost to be reduced by starting a fee-for-service program (\$5/visit)
Entry Guard	Digital cameras installed throughout property
Telephone Line (Ent Gd)	Aging system will require additional expense to maintain
	Project 3% increase (as per phone)
	Outsource - bids to be sought for new contract.
Snow Removal	
Trash Removal	Provided by City of New Carrollton (Not Bulk Trash)

HOUSE BILL 679

N1

11r2115

By: Delegate Stein

Introduced and read first time: February 9, 2011

Assigned to: Environmental Matters

Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 15, 2011

CHAPTER _____

1 AN ACT concerning

2 **Real Property – Condominiums – Amendment to Bylaws to Require Unit**
3 **Insurance Coverage**

4 FOR the purpose of authorizing the council of unit owners of a condominium to amend
5 the bylaws of the condominium, by a certain majority, to require all unit owners
6 to maintain condominium unit owner insurance policies on their units;
7 authorizing the bylaws of a condominium to require each unit owner to
8 maintain a condominium unit owner insurance policy on the unit; requiring
9 certain bylaws to require each unit owner to provide evidence of certain
10 insurance coverage to the council of unit owners annually; and generally
11 relating to condominiums and insurance coverage.

12 BY repealing and reenacting, without amendments,
13 Article – Real Property
14 Section 11-104(a) and (c)
15 Annotated Code of Maryland
16 (2010 Replacement Volume and 2010 Supplement)

17 BY repealing and reenacting, with amendments,
18 Article – Real Property
19 Section 11-104(e)(2)
20 Annotated Code of Maryland
21 (2010 Replacement Volume and 2010 Supplement)

22 BY adding to

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 Article - Real Property
 2 Section 11-114.2
 3 Annotated Code of Maryland
 4 (2010 Replacement Volume and 2010 Supplement)

5 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
 6 MARYLAND, That the Laws of Maryland read as follows:

7 **Article - Real Property**

8 **11-104.**

9 (a) The administration of every condominium shall be governed by bylaws
 10 which shall be recorded with the declaration. If the council of unit owners is
 11 incorporated, these bylaws shall be the bylaws of that corporation.

12 (c) The bylaws also may contain any other provision regarding the
 13 management and operation of the condominium including any restriction on or
 14 requirement respecting the use and maintenance of the units and the common
 15 elements.

16 (e) (2) (I) [Unless] EXCEPT AS PROVIDED IN SUBPARAGRAPH (II)
 17 OF THIS PARAGRAPH, UNLESS a higher percentage is required in the bylaws, the
 18 bylaws may be amended by the affirmative vote of unit owners having at least 66 2/3
 19 percent of the votes in the council of unit owners.

20 (II) THE BYLAWS MAY BE AMENDED BY THE AFFIRMATIVE
 21 VOTE OF UNIT OWNERS HAVING AT LEAST 51% OF THE VOTES IN THE COUNCIL
 22 OF UNIT OWNERS FOR THE PURPOSE OF REQUIRING ALL UNIT OWNERS TO
 23 MAINTAIN CONDOMINIUM UNIT OWNER INSURANCE POLICIES ON THEIR UNITS.

24 **11-114.2.**

25 (A) THE BYLAWS OF A CONDOMINIUM MAY REQUIRE EACH UNIT OWNER
 26 TO MAINTAIN A CONDOMINIUM UNIT OWNER INSURANCE POLICY ON THE UNIT.

27 (B) BYLAWS THAT REQUIRE EACH UNIT OWNER TO MAINTAIN UNIT
 28 OWNER INSURANCE ALSO SHALL REQUIRE EACH UNIT OWNER TO PROVIDE
 29 EVIDENCE OF THE INSURANCE COVERAGE TO THE COUNCIL OF UNIT OWNERS
 30 ANNUALLY.

31 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
 32 October 1, 2011.

**FRENCHMAN'S CREEK
CONDOMINIUM ASSOCIATION**

**INDEPENDENT AUDITORS REPORT
AND FINANCIAL STATEMENTS
FOR THE YEAR ENDED
DECEMBER 31, 2012**

**O N OKEH & ASSOCIATES, P.C.
9208 ANNAPOLIS ROAD
LANHAM, MD 20706**

**PH: (301)-918-0555 FAX: (301)-918-0577
EMAIL: okeh@okehcpa.com
okehcpa@gmail.com**

Frenchman's Creek Condominium Association:

Table of Content

Independent Auditor's Report1

Financial Statements:

Balance Sheet2

Income Statement3

Statement of Cash Flows4

Statement of Changes in Owner's Equity5

Schedule of General and Administrative Expenses6

Note to Financial Statements:7-8

Supplementary Information:

- Schedule of Revenue
- Schedule of Contract Services Expenses
- Schedule of Professional Fees
- Schedule of Personnel Expenses
- Schedule of Utility Expenses
- Schedule of Repairs and Maintenance

FRENCHMAN'S CREEK CONDO, INC

Schedule of Revenue

December 31, 2012

Income

Residential Assessments	\$ 1,374,773
Total Assessments	1,374,773
Other Comprehensive Income	
Late Fee Income	175
Attorney;s Checks	286,306
Laundry Income	18,050
Insurance Claims Received	247,469
Resale Pkg/Condo Docs	185
Key Income	3,925
Collection Income	3,165
Assessments Paid in Advance	6,724
Miscellaneous Owner Income-Repairs	900
Resale Package Income	1,710
Interest Income	339
Miscellaneous Income	79,477
Total Other Comprehensive Income	648,424
Total Revenue	\$ 2,023,196

The accompanying notes are an integral part of these financial statements

FRENCHMAN'S CREEK CONDO, INC.

Schedule of Contract Services

December 31, 2012

Contract Services

Lawn Maintenance	\$	16,862
Janitorial Services		4,955
Exterminating		18,922
Security		49,061
Entry Guard Security System		3,755
Key Expense		1,366
Snow Removal		396
Trash Removal		2,466
Total Contract Services	\$	<u>97,783</u>

The accompanying notes are an integral part of the financial statements

FRENCHMAN'S CREEK CONDO, INC.
Schedule of Professional Fees
December 31, 2012

Professional Fees

Audit Fees

\$ 5,000

Legal Fees

20,360

Other Professional Fees

10,637

TOTAL Professional Fees

\$ 35,997

The accompanying notes are an integral part of these financial statements

FRENCHMAN'S CREEK CONDO, INC.
Schedule of Personnel Expenses
December 31, 2012

Personnel Expenses

Salaries Staff	\$	113,176
Salaries Maintenance		22,501
Salaries-Office		1,963
Payroll Taxes		58,079
Payroll Processing		6,075
Total Personnel Expenses	\$	<u>201,795</u>

The accompanying notes are an integral part of the financial statements

Building Maintenance and Repairs	99,155
Site Maintenance & Repairs	55,141
Roof Repairs	399,069
Building and Equipment Supplies	13,477
Lawn Maintenance	18,883
Grounds Maintenance & Supplies	40,736
Building Maintenance Supplies	14,419
R and M Plumbing	29,432
Electrical Repairs	6,186
	<hr/>
Total Repairs and Maintenance	<u>\$ 678,084</u>

The accompanying notes are an integral part of these financial statements

FRENCHMAN'S CREEK CONDO, INC.

Schedule of Utilities

December 31, 2012

Utilities

Water/Sewer

\$ 292,943

Gas

293,768

Electricity

55,426

Total Utilities

\$ 642,137

The accompanying notes are an integral part of the financial statement

SECTION VI.

FRENCHMAN'S CREEK CONDOMINIUM

PUBLIC OFFERING

PUBLIC

OFFERING

STATEMENT

Frenchman's



Creek

Association Office
Suite B2133
7617 Fontainebleau Drive
New Carrollton MD 20784
Tel (301) 459-2004
Fax (301) 459-1270

PURCHASER SHOULD READ THIS DOCUMENT FOR HIS OR HER OWN PROTECTION
PUBLIC OFFERING STATEMENT

NAME OF CONDOMINIUM: FRENCHMAN'S CREEK CONDOMINIUM
LOCATION OF CONDOMINIUM: New Carrollton, Prince George's County,
Maryland
NAME OF DEVELOPER: FONTAINEBLEAU, INC.
ADDRESS OF DEVELOPER: 7600 Fontainebleau Drive, New Carrollton,
Maryland 20784
EFFECTIVE DATE OF
PUBLIC OFFERING STATEMENT: March 11, 1982

This Public Offering Statement presents information regarding condominium units being offered for sale by the developer. Maryland Law requires that a Public Offering Statement be given to every purchaser in order to provide full and accurate disclosure of the significant features of the condominium units being offered. This Public Offering Statement is not intended, however, to be all-inclusive. The purchaser should consult other sources for details not covered by the Public Offering Statement.

The Public Offering Statement summarizes information and documents furnished by the developer to the Office of the Secretary of State of Maryland, but such Office does not guarantee its accuracy. In the event of any inconsistency between the Public Offering Statement and the material it is intended to summarize, the latter will control.

Under Maryland Law a purchaser of a condominium unit is afforded a 15 day period during which he or she may cancel the contract of sale without penalty and obtain full refund of any sums deposited in connection with the contract. The 15 day period begins running on the contract date or the date of delivery of a Public Offering Statement, whichever is later. A purchaser may also cancel the contract without penalty within 5 days of delivery of any changes or amendments to this Public Offering Statement. If the purchaser elects to cancel, he or she must deliver notice of cancellation to the developer by hand or by United States mail, return receipt requested. The purchaser should inspect the condominium unit and all common areas and obtain professional advice.

PURCHASER SHOULD READ THIS DOCUMENT FOR HIS OR HER OWN PROTECTION

FRENCHMAN'S CREEK CONDOMINIUM
SUMMARY OF IMPORTANT CONSIDERATIONS

The following are important matters to be considered in acquiring a Condominium Unit. They are highlights only. The narrative sections of this Public Offering Statement (including the Exhibits hereto) should be examined carefully for detailed information.

1. The Condominium will be governed by a Council of Unit Owners. Each Unit will have one (1) vote on certain decisions of the Council of Unit Owners and each Unit Owner will be bound by all decisions, including those decisions with which he or she disagrees.

2. Certain decisions of the Council of Unit Owners will be made by its Board of Directors.

3. The expenses of operating the Council of Unit Owners will be paid for by the Unit Owners on the basis of an annual budget. Each Unit Owner will be required to pay a monthly assessment. A Unit Owner cannot reduce the amount of his or her assessment by refraining from use of the Common Elements.

4. If a Unit Owner fails to pay an assessment when due, the Council of Unit Owners will have a lien against his or her Condominium Unit. Certain other penalties may be applied.

5. The Developer must pay assessments on unsold Condominium Units which are a part of the Condominium.

6. The Board of Directors of the Council of Unit Owners will be appointees of the Developer until one (1) year after recordation of the Declaration or until a meeting is held within sixty (60) days after the date of conveyance of Units to which 50% of the maximum Percentage Interests in the Condominium appertain (based on full expansion of the Condominium to include 1067 Units and related Common Elements), whichever first occurs. Thereafter, the Developer will retain the right to vote for each Unit it owns.

7. A Managing Agent will perform the routine operations of the Council of Unit Owners. This Management Agent may be the Developer or related to the Developer.

8. The Developer may rent unsold Condominium Units without restriction. Except for individual lender requirements, if any, the right of any other Unit Owner to rent his or her Unit is subject to restrictions against rental for transient purposes or rental of less than an entire Unit.

9. The Units are restricted to residential use, except for sales and related purposes of the Developer, and except for certain limited professional office uses.

10. A Unit Owner (other than the Developer) may not alter the structure of his or her Unit. A Unit Owner (other than the Developer) may not modify the exterior of the Unit without the approval of the Board of Directors.

11. The Council of Unit Owners will obtain certain insurance benefiting the Unit Owners, but each Unit Owner should obtain contents and personal liability insurance of his or her own.

12. Each Unit Owner must pay real estate taxes on his or her Condominium Unit in addition to assessments.

13. The Developer may (but is not obligated to) expand the Condominium to include up to a maximum of 1067 Units and related Common Elements. Such right of expansion may be exercised without the consent of any Unit Owner.

14. Recreation facilities (including, a swimming pool, wading pool, bathhouse, playground equipment and appurtenant facilities) are located on land which may, but is not required to be added to the Condominium. However, such facilities are subject to easements of enjoyment, use and access, on a cost sharing basis, for the benefit of all occupants and Unit Owners in the Condominium, and all occupants and owners of the former rental apartment project from which the Condominium was created, whether or not all or any part of such land is added to the Condominium.

15. The buildings in the Condominium and on the Additional Land are, on the average, approximately 16 years old. The Developer will perform only a limited amount of work with respect to the Units and the Common Elements.

PUBLIC OFFERING STATEMENT

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
INTRODUCTION	1
A. THE CONDOMINIUM CONCEPT	1
B. CREATION OF CONDOMINIUM	2
C. DESCRIPTION OF THE CONDOMINIUM	3
D. SURROUNDING AREA	4
E. INDIVIDUAL UNITS	4
F. COMMON ELEMENTS	5
G. PRESENT CONDITION OF CONDOMINIUM; REPLACEMENT REQUIREMENTS	6
H. THE DEVELOPER AND OTHER PARTIES INVOLVED	6
TERMS OF OFFERING	7
ENCUMBRANCES	9
K. RESTRICTIONS ON TRANSFER OR ON USE	10
L. COUNCIL OF UNIT OWNERS	11
M. INSURANCE	14
N. FINANCIAL MATTERS	15
O. TAXES	16
P. WARRANTIES	17
Q. FURTHER INFORMATION	19

EXHIBITS:

- DECLARATION
- BYLAWS
- RULES AND REGULATIONS
- PLATS AND PLANS
- DECLARATION OF EASEMENTS AND COVENANTS
- MANAGEMENT AGREEMENT
- CONDOMINIUM UNIT PURCHASE AGREEMENT
- ENGINEERING REPORTS AND DEVELOPER'S RESPONSES
- PROJECTED OPERATING BUDGET

INTRODUCTION

This Public Offering Statement is made by Fontainebleau, Inc., a corporation organized and existing under the laws of the State of Maryland (the "Developer"), with its principal office in the State of Maryland located at 7600 Fontainebleau Drive, New Carrollton, Maryland 20784. This Public Offering Statement relates to the Developer's sale of Condominium Units in the Condominium known as Frenchman's Creek Condominium (the "Condominium"), located in Prince George's County, Maryland.

THIS DOCUMENT IS INTENDED ONLY AS A SUMMARY OF CERTAIN FEATURES OF THE CONDOMINIUM AND OF THE LEGAL DOCUMENTS REQUIRED FOR THE CREATION AND OPERATION OF THE CONDOMINIUM. BECAUSE OF THE COMPLEXITY AND INTERDEPENDENCE OF SUCH LEGAL DOCUMENTS, ALL OF THE DEVELOPER'S SALES AND OTHER REPRESENTATIVES ARE PROHIBITED FROM CHANGING ANY OF THEIR TERMS AND CONDITIONS OR ATTEMPTING TO INTERPRET THEIR LEGAL EFFECT. YOU ARE URGED TO CONSULT YOUR OWN COUNSEL AND ACCOUNTANT TO REVIEW THESE DOCUMENTS.

The Exhibits which are included in this Public Offering Statement provide a more detailed description of the Condominium and the rights and obligations of the Unit Owners. In the event there is any inconsistency between the Exhibits and this narrative section, the Exhibits will govern.

A. THE CONDOMINIUM CONCEPT.

Condominium ownership is a form of property ownership which, in effect, combines two older forms of ownership. The Condominium Unit Owner is (1) the sole Owner of the portion of a building which comprises his or her living quarters and is (2) one of many mutual Owners (legally speaking, "tenants in common") of common facilities which service his or her and other living quarters and of common areas which the Unit Owner may use and enjoy along with Owners of other Units. Each individual Unit Owner has an "undivided interest" in the Common Elements, which means that all Unit Owners have a share in the ownership of all Common Elements (subject to the Developer's reserved rights as set forth in the Declaration (the "Declaration") and the Bylaws (the "Bylaws")) of the Condominium, and imposes upon the Unit Owner the obligation to pay a defined share of the expenses of operating and maintaining all of the Common Elements. It is the ownership of an undivided interest in the Common Elements which distinguishes condominium ownership from other forms of property ownership.

B. CREATION OF CONDOMINIUM.

1. General. The Condominium will be created, in accordance with the provisions of the Maryland Condominium Act, by the recording among the Land Records of Prince George's County, Maryland of a Declaration, together with plats and plans, and Bylaws providing for the self-government of the Condominium by the Council of Unit Owners (the "Council"). Copies of the proposed Declaration, Bylaws, plats and plans are included as exhibits to this Public Offering Statement.

2. The Declaration and the Bylaws. The Declaration submits the land and improvements comprising the Condominium to the provisions of the Maryland Condominium Act, describes and/or delineates the boundaries of Units and Common Elements, and allocates to each Unit an undivided interest ("Percentage Interest") in the Common Expenses. The Declaration also creates certain easements and reserves for the Developer the right to rent any Units which are not sold, provides for the expansion of the Condominium by the Developer, and reserves to the Developer the right unilaterally to amend the Condominium instruments to exercise its right of expansion. Provisions regarding required insurance are included in the Declaration, as are the rules governing what actions are to be taken in the event of fire or other casualty. The responsibility for the obligation to maintain and repair the Common Elements and the Units, and the rights and restrictions relating to additions, alterations or improvements by the Council or by Unit Owners are set forth in the Declaration. The Declaration also contains both substantive and procedural provisions relating to the rights of mortgagees and the Developer. Except with respect to the Developer's right to expand the Condominium, and when otherwise required by governmental or quasi-governmental agencies or title insurance companies with the approval of the Office of the Maryland Secretary of State, the Declaration may be amended (after the first Unit is conveyed by the Developer) only with the written consent of every Unit Owner.

The Bylaws contain the rules for the structure of the Council of Unit Owners and for the operation and management of the Condominium. With respect to the structure of the Council, the Bylaws set forth the rules concerning how and when meetings of the Council and the Board of Directors of the Council are to be called and held, provide how voting rights are determined and how voting takes place, describe how the Board of Directors will be comprised, how it will function and what its responsibilities will be, and designate the officers of the Council, their duties and the rules for their election, removal and replacement. With respect to the operation of the Condominium, the Bylaws set the fiscal year, provide the rules concerning the budget and financial affairs of the Condominium, including the levying and collecting of general and special assessments. Specific rules, described in greater detail below, are promulgated restricting the use of Units and Common Elements. The Bylaws may be amended (after the first Unit is conveyed by the Developer) only by the vote of two-thirds of the Unit Owners.

The foregoing is only a summary and is expressly limited by reference to the documents themselves. In addition, other sections of this Public Offering Statement describe in further detail certain particular provisions of the Condominium instruments.

C. DESCRIPTION OF THE CONDOMINIUM.

1. General. The Condominium is a "conversion condominium." A conversion condominium basically is a condominium which before the recordation of the Declaration was a rental housing facility. Frenchman's Creek will be created from an existing rental apartment complex known as Carrollton Terrace Apartments, containing 1067 apartments and related facilities. The project was constructed beginning approximately in 1964-65. As an expandable Condominium, the Condominium has "Submitted Land" (land originally submitted to the condominium regime) and "Additional Land" (land which may be added in whole or in part to the Condominium). If the Developer fully exercises its option to expand, the Condominium will contain a maximum of 1067 Units and related Common Elements. Various easements (for example, for utilities, ingress and egress, and use of the recreation facilities) will affect the entire property formerly comprising Carrollton Terrace Apartments.

Each Unit Owner will have the right to use one (1) vehicular parking space, on a first-come, first-served basis. All parking spaces are General Common Elements. There will not be sufficient parking for more than one (1) vehicle per Unit. Except as noted on the Flats which are included as Exhibits, internal driveways and streets have not been dedicated to the public use and are General Common Elements.

Recreation facilities (including, a swimming pool, wading pool, bathhouse, playground equipment and appurtenant facilities) serving the Condominium are located on land which will not become a part of the Condominium (as General Common Elements) unless and until the Condominium is expanded to include the portion of the Additional Land on which the facilities are located. However, the Developer will encumber the recreational facilities with easements of enjoyment, use and access for the benefit of all occupants and Unit Owners in the Condominium, all occupants and owners of the Additional Land, whether or not all or any part of the Additional Land is added to the Condominium, and of all occupants and owners of the former Carrollton Terrace Apartment project. All costs pertaining to the recreation facilities will be borne (on a per living unit basis in general, and on a percentage interest basis for Unit Owners) by those persons entitled to their use. The Developer has reserved the right, but not the obligation, to add additional recreation facilities and/or expand existing recreation facilities on the Submitted and Additional Land. After completion, all costs pertaining to such new or expanded facilities will be borne as noted in the preceding sentence.

2. Expansion of the Condominium. As above noted, the Condominium may be expanded in accordance with the Declaration and the Condominium Act. The Developer has reserved the right, to be exercised in its sole discretion, without the consent of any other Unit Owner, to expand the Condominium by adding all or any part of the Additional Land to the Condominium. The option to expand in whole or in part may be exercised by the Developer by an amendment to the Declaration recorded among the Land Records of Prince George's County, Maryland, within seven (7) years after the date of recordation of the Declaration.

In the event that the option to expand is exercised, the undivided interest of each Unit in the Common Elements shall decrease, as provided in the Declaration (and as described in the Section below captioned "Common Elements").

The Developer plans to fully exercise the option to expand the Condominium, but makes no assurances or guarantees that such in fact will occur. In the event that the Developer does not add all or any portion of the Additional Land to the Condominium, the Developer nevertheless will have the right to construct, renovate or remodel and operate the same as it deems appropriate.

D. SURROUNDING AREA.

The Condominium is located near the intersection of Riverdale Road and Fontainebleau Drive in New Carrollton, Prince George's County, Maryland, approximately one (1) mile from the nearest Beltway (I495) exit. The area in which the Condominium is located contains a mix of single and multifamily residential housing. Numerous shopping facilities are located within one-half mile of the property, with New Carrollton Mall located on Riverdale Road approximately one-quarter mile from the property.

E. INDIVIDUAL UNITS.

The Units being offered consist of a mix of efficiency, one, two and three bedroom Units in various floor plans. Units range in size from an efficiency, one bath Unit containing approximately 503 square feet to a three bedroom, two bath Unit containing approximately 1139 square feet. Unit types are shown and described on the various plats and plans included as part of this Public Offering Statement and in the Developer's sales brochures. Sales brochures will be available to a prospective purchaser at or before the time such purchaser receives a copy of this Public Offering Statement.

Each Unit will be sold unfurnished. Included as a part of each Unit will be any doors to patios, balconies, terraces or decks of the Unit; the front entrance door and any other entrance door of the Unit; all windows in the Unit; the air-conditioning compressor, hot water heater and furnace serving only the Unit; the exterior

deck lights, patio lights and entrance door lights, if any, mounted on the Unit; and, generally, non-load bearing interior partitions, and other fixtures and improvements (including, without limitation, sinks, bathtubs, other plumbing facilities, refrigerators, ovens and other appliances) within the boundaries of a Unit and serving (in any manner) exclusively that Unit. All of the foregoing is expressly limited by the provisions of the Declaration.

Unit Owners may not make any structural addition, alteration or improvement in or to a Unit which may impair the structural integrity, or mechanical, electrical or plumbing systems, of any Building or of the Condominium. Interior partitions contributing to the support of any Unit or Building may not be altered or removed. No Unit Owner may make any addition, alteration or improvement, or change the appearance of the Common Elements or the exterior appearance of any Unit (including doors and windows) without the prior approval of the Board of Directors. The foregoing restrictions shall not be deemed to prohibit or unreasonably limit the conversion, rehabilitation or sales activities of the Developer. See the Section captioned "Additions, Alterations or Improvements" of the Declaration.

F. COMMON ELEMENTS.

The General Common Elements will consist of the entire Condominium other than the Units and the Limited Common Elements, including, without limitation, the Land, all foundations, columns, etc., not included as parts of Units, all exterior fences, roofs, common hallways, stairways and passageways, elevators, all parking and driveway areas and private streets, and utility distribution apparatus and installations for common use or common maintenance.

The Limited Common Elements will consist of those Common Elements which are set forth in the Declaration (and amendments thereto) as reserved for the use of specific Units to the exclusion of all other Units. The Limited Common Elements for each Unit consist of the patio, balcony, terrace, deck and/or yard, and mechanical, trash/storage areas immediately adjacent to that unit and the front stairs (if any) and portion of the front stoop (if any) giving immediate access to that Unit. Units will not necessarily have all of the Limited Common Elements listed in the preceding sentence. The laundry room in each building will be a Limited Common Element for the use of the Units in the building in which such laundry room is located. There shall pass with title to each Unit the right to use those Limited Common Elements designated as an appurtenance thereto.

The Declaration allocates to each Unit an undivided interest ("Percentage Interest") in the Common Elements based on the relative size (in square feet) of each Unit compared to the aggregate size (in square feet) of all Units at any time a part of the Condominium.

Percentage Interests are expressed as fractions; the numerator is the size of the Unit, and the denominator is the sum of the size of all Units. If expansion occurs, numerators will remain the same but denominators will increase (that is the fraction will become smaller). However, as the Condominium is expanded, total expenses will increase. Obligations to pay common expenses of the Condominium will be based, subject to the provisions of the Declaration and Bylaws, on Percentage Interests. Voting, however, will be on the basis of one (1) vote per Unit.

G. PRESENT CONDITION OF CONDOMINIUM; REPLACEMENT REQUIREMENTS.

As noted above, the Carrollton Terrace Apartment project was originally constructed many years ago. The Developer does NOT intend to make the Condominium comparable to new construction. Rather, work and installations will be comparable, based on unit model type, to the "as is" model Units of the condominium for each type of Unit, although appliances, countertops, vinyl floors and electrical fixtures and other items may vary in color and specifications from those in the as is models. The limited scope of the work to be performed by the Developer was taken into account in establishing prices for the Units. Any Purchase: who wishes to upgrade his or her Unit may do so, after closing, subject to the provisions of the Declaration and Bylaws, at his or her expense. See, also, "WARRANTIES," below.

Included as an Exhibit to this Public Offering Statement are Engineering Reports by Shefferman & Bigelson Company and Brown and Page, independent consulting engineers and architects retained by the Developer to examine and to render reports of the physical condition and state of repair of the major structural, mechanical, electrical and plumbing components of the Units and the Buildings on the Submitted Land and on the Additional Land, to the extent reasonably ascertainable. In addition, such reports includes estimated remaining useful lives of such components. The Developer has relied upon the expertise of the engineers and architects, and does not warrant or guarantee the accuracy of their reports.

Accompanying the Engineering Inspection Reports are the responses of the Developer to the findings and recommendations of the engineers. The Developer will perform ONLY the work noted in its responses or elsewhere in this Public Offering Statement. The engineering report and the responses of the Developer should be read with great care.

H. THE DEVELOPER AND OTHER PARTIES INVOLVED.

1. The Developer. The Developer is Fontainebleau, Inc., a Maryland corporation formed in May, 1981, for the purpose of developing this Condominium. The principal person immediately responsible for the development of the Condominium is Dale P. Shedd. Mr. Shedd is the President of the Developer, and through affiliations with

the Developer or other corporations, has had extensive experience in the development and management of real estate, including condominiums, in the Washington metropolitan area.

2. The Attorneys for the Developer. The law firm of Weissbard & Fields, P.C., 3222 N Street, N.W., Washington, D.C. 20007, represents the Developer with respect to preparation of condominium documents and general advice regarding the Condominium. The Condominium Council may retain its own counsel following the selection of the Board of Directors.

3. Sales and Managing Agent. The Developer will be selling the Units directly through its employees, and will not use an outside sales agent. The Developer or an affiliate will serve as initial Managing Agent for the Condominium, pursuant to the Management Agreement attached to this Public Offering Statement, for a period of one year following conveyance of the first Unit.

I. TERMS OF OFFERING.

1. Offering Prices. Offering prices for all Units in the Condominium are subject to change prior to and during the term of the offering, depending upon the cost of the Unit selected by the Purchaser, market conditions, cost increases or other factors. Different Purchasers may pay different prices for similar Units at the sole discretion of the Developer. Price changes may be made during negotiations between the Developer and a Purchaser prior to execution of a Purchase Agreement, or generally at any time by the Developer without notice and without requiring Amendment of this Public Offering Statement. Sales may be made to investors, who in turn, may lease Units to third parties, subject to the requirements of the Bylaws. The Developer reserves the right to offer special purchase arrangements to any Purchaser of its choosing, in its sole and absolute discretion.

2. Financing. Purchasers may obtain financing from any lender or may pay all cash at settlement. The Developer is not obligated to assist any Purchaser in obtaining financing. However, the Developer intends to use its best efforts to obtain commitments from savings and loan associations, banks or other institutional lenders to provide a number of first mortgage loans to qualified purchasers. There can be no assurance, however, that the Developer will obtain such commitment(s). If the Developer does obtain such commitment(s), information on sources of financing available from time to time will be kept on file at the sales office.

3. Settlement Costs and Expenses.

(a) Unless the Developer otherwise agrees by a written addendum to a Condominium Unit Purchase Agreement, the Purchaser must pay all closing costs, including, without limitation, docu-

mentary stamps, state and county transfer and mortgage taxes, recordation fees, loan commitment fees, points, and loan origination charges, private mortgage insurance premiums, if any, mortgagee title insurance premiums, owner's title insurance premium, if ordered, clerk's fees, all fees charged by the lender or its attorneys, including, credit report fees, appraisal and inspection fees and document preparation fees, and the fees of the Purchaser's own attorney. The agreement, if any, to pay any closing costs on behalf of the Purchaser shall be made by the Developer in its sole discretion, and shall not obligate or require the Developer to do so on behalf of any other Purchaser.

Each Purchaser who is obligated to pay closing costs should receive from its lender or the party conducting settlement a comprehensive estimate of settlement costs pertaining to his or her Unit after financing has been arranged and before settlement on the Unit. Estimates of such costs vary from time to time because of changes in the requirements of title insurers, lenders, state or county agencies, or for other reasons.

(b) Every Purchaser will be required to pay at settlement an amount equal to two times the monthly assessment for estimated or actual annual Common Expense payable with respect to the Unit purchased, which payment is designed to provide the Condominium with working capital for use as the Board of Directors from time to time or at any time determines. Such payment is not refundable. The payment to the working capital reserve fund does not apply to the Developer. Prospective purchasers should note that such reserve will be funded on a continuing basis from settlements and, therefore, the amount in such reserve at any time will vary.

(c) Real estate taxes and assessments, utility charges, if any, on the Condominium Unit, and Common Expenses attributable to the Unit for the month in which settlement occurs will be prorated and adjusted as of the date of settlement, and thereafter are payable by the Purchaser.

4. Purchase Agreement; Payments and Penalties.

(a) Each prospective purchaser is urged to review with care each and every provision of the Condominium Unit Purchase Agreement and to seek legal counsel with respect to the same. The written Purchase Agreement and any addenda thereto supercede all other written or oral agreements or understandings.

(b) A minimum deposit of \$250.00 of the Unit purchase price must be paid at the time of execution of the Purchase Agreement. All deposits will be held in escrow pending settlement by the Developer in accordance with the terms of the Purchase Agreement. Deposits, together with interest at passbook rates to the date of withdrawal, will be credited against the purchase price at the time of settlement.

If the Purchaser defaults under the Purchase Agreement, the Developer has the right to retain the deposit (and interest) as liquidated damages, in which event the Purchaser will be released from liability. If the Developer defaults, the sole remedy of the Purchaser will be the return of the deposit, with interest at pass-book rates to the date of withdrawal.

(c) The Purchaser has the unqualified right to rescind the Purchase Agreement for a period of fifteen (15) days following the later to occur of the execution of the Purchase Agreement by the Purchaser or the receipt of this Public Offering Statement, and within five (5) days after receipt of any amendment to the information contained in this Public Offering Statement. Rescission must be made in writing.

(d) The Units will be sold by the Developer, in fee simple, to Purchasers who may be individuals, partnerships, corporations or fiduciaries. Units will be sold together with their respective undivided interests in the Common Elements. Title to each Unit and its appurtenant interests in the Common Elements will be conveyed by the Developer, by special warranty deed.

J. ENCUMBRANCES.

1. Utility Easements. The Property is subject to any utility easements and rights of way shown on the Condominium Plat and described in a current report on title. These easements may include easements for telephone, electric, sewer, gas and water pipes, wires and service lines. In addition, the Developer has reserved the right (but not the obligation) to lay and place similar lines on the Condominium or under any street, and to grant other utility easements, in the future.

2. Encumbrances on Title. The Condominium is subject to the encumbrances shown on a current report on title. The Board of Directors may grant such easements, licenses and servitudes as it may deem beneficial for the proper operation of the Condominium. The Declaration and the Easements and Covenants sets forth additional easements to which the Condominium is subject.

The Developer reserves the absolute right to obtain interim financing from any source and in any amount, and to secure such financing by deeds of trust to be placed on record. Units will be released from the lien of all mortgages, deeds of trust and mechanics' liens on the Condominium (other than Purchaser's own financing, if any) at the time such Unit is conveyed to a Purchaser.

3. Common Element Easement and Easement to Facilitate Sales. The Common Elements shall be subject to an easement of ingress and egress for the benefit of all persons lawfully entitled to use them. In addition, the Developer has reserved a transferable ease-

ment over and on the Common Elements, with respect to Units it owns, and over and on the Additional Land for sales, development and rental purposes, including, without limitation, the use of units for sales offices and/or model units and the placing of signs on the Units and Common Elements, for pedestrian and vehicular ingress, egress and parking, all for itself, its employees, agents, invitees, and prospective purchasers and lessees.

4. Recreation Facilities; Declaration of Easements and Covenants.

The recreation facilities are subject to easements (the "Declaration of Easements and Covenants") designed to assure to the occupants of all parts of the former Carrollton Terrace Apartment project, regardless of the form of ownership, the right to use the facilities and the right of access to the facilities. Under the Declaration of Easements and Covenants, each person entitled to use the recreation facilities is required to pay, based on the number of all Units and apartments entitled to such use (1067) for all costs of operating, maintaining, repairing and replacing the recreation facilities. The foregoing is only a brief summary of some of the provisions of the Declaration of Easements and Covenants, a copy of which is included as an Exhibit to this Public Offering Statement. You are urged to review this document carefully since it significantly affects the use of the recreation facilities available for your use and enjoyment.

RESTRICTIONS ON TRANSFER OR ON USE.

1. Transfer. There are no restrictions on the resale of a Unit by a Unit Owner, except as provided by law, as to which the Developer makes no assurances. Units cannot be separated from their undivided interests in the Common Elements. Section 11-135 of the Condominium Act requires a Unit seller (other than the Developer) to obtain from the Council of Unit Owners certain statements and to furnish his or her purchaser certain certifications concerning the proposed sale, the Unit and the Condominium. A contract for the resale of a Unit is voidable by such a purchaser until five (5) days after such certification has been furnished or until transfer and conveyance of the Unit, whichever first occurs. Section 11-135 imposes other obligations on a Unit Owner, on his or her purchaser and the Council of Unit Owners in connection with a transfer or resale of a Unit, and any purchaser who resells a Unit should refer to the foregoing statutory provision. The Board may charge a fee for issuing a resale certificate. The Developer has no responsibility in connection with resale certificates.

2. Use. Except as noted below, Units are restricted to residential use. The Developer has the right to use the Units it owns and the Common Elements for sales, model and rental purposes and to display signs thereon. In addition, Units which before creation of the Condominium were legally used as medical or dental offices may be so used if and only for so long as such use is lawful.

No Units may be rented for transient or hotel purposes. The Bylaws also prohibit, among other things, acts on or to any part of the Condominium which would result in increased insurance costs or cancellation of insurance, which would be wasteful, offensive or unlawful, or which would impair the structural integrity of any part of the Condominium. Moreover, nothing may be altered, constructed in or removed from the Common Elements without the written consent of the Board of Directors, and the Common Elements may be used only for the purposes for which they are reasonably suited and which are incident to the use and occupancy of the Units. Household pets (but not livestock, wild animals or reptiles) in reasonable numbers (as determined from time to time by the Board of Directors) will be allowed if they do not disturb other owners, and otherwise conform to the requirements of the Bylaws and Rules and Regulations.

The proposed Rules and Regulations also prohibit obstructing any walkways, pathways and the like, decorating any public area or attaching anything to the exterior of Units, buildings, patios, terraces or balconies, indiscriminately storing equipment, misusing plumbing equipment, using the grounds for other than reasonable recreation purposes, using Condominium employees for private matters, changing locks without providing keys for emergency access, parking in interfering ways, and storing hazardous materials in Units (other than normal household substances). In addition, the Rules and Regulations require reduced noise levels, obeying speed limits, and keeping the Units in a clean and orderly condition.

The foregoing is only a summary of certain provisions of the Bylaws and Rules and Regulations. The Developer is exempt from certain of these provisions. The Bylaws and Rules and Regulations are included as Exhibits hereto and should be carefully reviewed in their entirety.

L. COUNCIL OF UNITS OWNERS.

1. Management. Under the Bylaws, the affairs of the Condominium will be managed by a Board of Directors. The Board of Directors will employ a professional Managing Agent on such terms as the Board of Directors may deem proper.

The Developer or an affiliate will act as Managing Agent for the Condominium for an initial term of one (1) year. The Managing Agent will receive annual compensation at a \$9.00 per Unit per month rate pursuant to the terms and provisions of the proposed Management Agreement attached hereto as an Exhibit. Total management fees will increase if the Condominium is expanded while the Management Agreement is in effect.

The authority and duties conferred upon the Managing Agent are generally confined to the Common Elements. The Managing Agent will maintain contact with the Board of Directors primarily

by communicating with the Liaison Director to be appointed for such purposes. The Managing Agent will hire as employees of the Condominium and at the expense of the Council of Unit Owners all personnel necessary for the operation, maintenance and repair of the Condominium. The Council of Unit Owners and the Board of Directors have delegated to the Managing Agent all or substantially all authority which may lawfully be delegated to the Managing Agent, including, without limitation, the collection of assessments due from Unit Owners, maintenance and repair of the Common Elements, preparation of all forms and reports which the Condominium is required to file (except income tax returns), preparation and maintenance of records of all receipts and disbursements of the Council of Unit Owners, assistance in the preparation of an annual Budget for the Condominium for submission to the Board of Directors and the Council of Unit Owners and information and advice to all Unit Owners of the state of affairs of the Condominium. The Managing Agent will deposit the funds of the Council of Unit Owners in such accounts as the Board of Directors may designate. Unless terminated pursuant to its terms, the Management Agreement will remain in effect for one year following the date upon which the Developer conveys the first Unit to a Purchaser and will be renewed for successive terms of one year each, unless either party has given notice of intent to terminate prior to 30 days before the end of the term. The Management Agreement also provides for termination by the Council of Unit Owners for cause upon 30 days' written notice and without cause or any termination fee by either party on 90 days' written notice. The Council of Unit Owners will indemnify and hold harmless the Managing Agent against damages, liabilities, costs and expenses arising from the performance of its management duties on behalf of the Council of Unit Owners, except when due to the gross negligence or willful misconduct of the Managing Agent or its employees.

2. Board of Directors and Officers. Until the first annual meeting of the Council of Unit Owners, the Board of Directors will consist of three members selected by the Developer. Thereafter, the Board of Directors will consist of five members elected by the Council (including the Developer, to the extent it then owns Units). The term of office of members of the Board of Directors will vary. At the first annual meeting of the Council, that person receiving the greatest number of votes will be elected for a three-year term; those persons receiving the second and third highest number of votes each will be elected for a two-year term, and those persons receiving the fourth and fifth highest number of votes will each be elected for a one-year term. At all subsequent meetings at which directors are elected, all directors will be elected for two-year terms. All members of the Board of Directors will serve without compensation from the Condominium. All non-Developer designated members of the Board of Directors must be Unit Owners, or partners, officers, directors, trustees, agents or employees of Unit Owners which are not natural persons.

The primary officers of the Council will be a President and a Vice President, a Secretary and a Treasurer (or a Secretary-Treasurer). All officers are to be chosen by the Board of Directors.

3. Voting. The Owners of each Unit will be entitled to one (1) vote for each Unit owned (and only 1 vote per Unit) at all meetings of the Council of Unit Owners at which voting by the Unit Owners is required or permitted. The presence in person or by proxy of Unit Owners of Units to which fifty percent (50%) or more of the aggregate votes in the Condominium appertain will constitute a quorum at all meetings of the Council of Unit Owners and, unless otherwise provided in the Declaration, the Bylaws, or by law, the vote of more than fifty percent (50%) of the votes represented at a meeting at which a quorum is present will be binding upon all Unit Owners.

4. First Annual Meeting. The initial Board of Directors will be designated by the Developer. The first annual meeting of the Council of Unit Owners will be held on a date which shall be the earlier to occur of one year after recordation of the Declaration or within sixty (60) days after the date of conveyance of Units to which 50% of the maximum Percentage Interests appertain (assuming full expansion).

5. Liability of the Board of Directors and Unit Owners. Any contract or other commitment made by the Board of Directors or the Managing Agent will be only as agent for the Unit Owners, and the members of the Board of Directors have and will have no personal liability with respect to any such contract or commitment (except as Unit Owners). The liability of any Unit with respect to any such contract or commitment will be limited to such proportionate share of the total liability thereunder as the Percentage Interest of such Unit Owner bears to the aggregate Percentage Interests of all Unit Owners. The directors will have no liability to the Unit Owners for errors of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. In addition, the Board of Directors is required to obtain fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Council of Unit Owners and all others who handle, or are responsible for handling, funds of the Council of Unit Owners.

6. Right of Access. The Bylaws provide for a right of access to Units to make inspections, to correct any condition originating in Units and threatening another Unit or the Common Elements, to perform installations, alterations or repairs, or to correct any condition constituting a violation of the Condominium Act, the Declaration, Bylaws or Rules and Regulations of the Condominium. Entries will be made upon advance request, at a time reasonably convenient to the Unit Owner; in the case of an emergency, however, the right of entry will be immediate and without notice, whether or not the Unit Owner is present.

INSURANCE.

Under the Declaration, the Board of Directors is required to obtain and maintain a blanket policy of fire insurance with extended coverage and other endorsements, insuring the Buildings containing the Units (including the bathroom and kitchen fixtures installed in all of the Units by the Developer, but not including wall coverings, fixtures, furniture, furnishings or other personal property supplied or installed by Unit Owners). The insurance is to cover the interests of the Condominium, the Board of Directors, the Developer, the Managing Agent and all Unit Owners and their mortgagees, as their interests may appear. The cost of all such insurance will be a Common Expense. All insurance will be subject to the provisions of the Condominium Act.

In the event of certain casualty loss, the Board of Directors must arrange for repair of the Common Elements with priority given first to repair of Common Elements enclosing Units, then to the perimeter walls of Units, then to remaining Common Elements and finally to the Units (other than contents). In the event insurance proceeds are not sufficient to cover the costs of repairs (and the Developer does not warrant the sufficiency of coverage), the balance of the cost of such repairs will be assessed against all Unit Owners, in proportion to Percentage Interests. In the event of catastrophic losses (see the Bylaws), restoration and/or repair may not be required and the Condominium may be terminated, with severe economic consequences to the Unit Owners.

The Board is also required under the Bylaws to obtain and maintain a public liability insurance policy in the amount of at least \$1,000,000 per occurrence covering all claims for bodily injury and for property damage arising out of any one occurrence in the Common Elements and covering cross liability claims of one insured against another. There is no assurance that liability coverage will be adequate to fully insure all interested parties. Such policy will not cover the individual liability of a Unit Owner arising from occurrences within his or her Unit. A Unit Owner should insure against such liability by purchasing insurance for such purpose at his or her own expense.

Unit Owners also may carry property insurance for their individual benefit, insuring carpeting, flooring, wall coverings, fixtures, furniture, furnishings, and other personal property, provided such policies contain waivers of subrogation and, provided, further, that the liability of the carriers issuing insurance procured by the Board of Directors will not be affected or diminished by reason of any Unit Owner's other insurance. It is strongly recommended that Unit Owners discuss their personal insurance coverage with the Managing Agent so that the Bylaw requirements are met.

N. FINANCIAL MATTERS.

1. Fees. There will be no fee, rental or similar charge payable to the Developer, the Managing Agent or the Council of Unit Owners for the use or enjoyment of any of the Common Elements except such portion of the annual assessment for Common Expenses which is attributable thereto. The Developer will not be required to pay any special fee or charge (other than its payment of Common Expenses for Units it owns) for any use of the Common Elements.

2. Unit Expenses; Common Expenses.

All painting, decorating, maintenance, repairs and replacements to any Unit, other than the Common Elements in a Unit, are to be made by the Unit Owner at the Unit Owner's expense. Each Unit Owner must pay for utilities consumed or used in his or her Unit which are billed directly to his or her Unit through separate meters, if any. Each Unit Owner will be required to bear the cost of all repairs to the General Common Elements and/or to the structural components of the Limited Common Elements necessitated by his or her negligence, misuse or neglect. In addition, each Unit Owner, at such Unit Owner's expense, is required to perform normal maintenance to the Limited Common Elements assigned to his or her Unit, including keeping them in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water.

The costs of maintaining, repairing, operating and replacing the General Common Elements, and maintaining and repairing the structural components of Limited Common Elements, are Common Expenses of the Council except as noted above. The costs of utilities serving Units or the Condominium through meter systems other than separate meters for each Unit will be Common Expenses. Gas, water and sewer are metered commonly. In the event of common metering between buildings in the Condominium and other parts of Carrollton Terrace, allocations will be made on the basis of the number of units sharing such meters.

3. Liability for Common Expenses; Lien for Assessments.

The Common Expenses of the Condominium will be allocated among and assessed against each Unit on the basis of such Owner's Percentage Interest in the Condominium. No Unit Owner may exempt himself or herself from liability for assessments for Common Expenses by waiving use of any of the Common Elements or by abandonment of his or her Unit or for any other reason whatsoever.

If a Unit Owner does not pay assessments on time, the assessments for the entire year may be accelerated and become due and payable at once. Past due assessments may bear interest at the maximum rate allowable by law. Other sanctions may be imposed.

Under the provisions of the Condominium Act, the Board of Directors, on behalf of the Unit Owners, will have a lien on each Unit for unpaid Common Expenses assessed against such Unit, which lien, if unsatisfied, may be enforced by foreclosure or other legal remedies. Such lien, however, will be subordinate to the liens for real property taxes on the Unit and any sums unpaid on a first mortgage of record on such Unit.

4. Projected Operating Budget.

Included as an Exhibit to this Public Offering Statement is a Projected Operating Budget for the Condominium which includes provisions for Common Expenses and Replacement Reserves, and is based on full occupancy and expansion of the Condominium. The estimates contained in the Budget have been prepared on the basis of estimates supplied by the Managing Agent, and the assumptions made and the methods used in preparing such estimates are set forth in the Budget.

It is not possible to determine exactly the actual costs of operating the Condominium due to many unknown and variable factors. For example, increases in the cost of materials, labor and/or services, or inflationary pressures alone could cause substantial increases in Condominium expenses. Moreover, services in addition to those provided for by the budget may be deemed desirable by the Unit Owners. Prospective purchasers should be aware that numerous circumstances could result in a need for increased assessments. The Projected Budget may be modified at any time and from time to time by the Developer to reflect additional items, deletion of items, increases in costs of services or materials, or decreases in either of the foregoing. Copies of any modified budget will be furnished to all Owners, contract purchasers, and prospective purchasers.

TAXES.

1. Real Property Taxes. As of the date of filing of this Public Offering Statement, the Developer is unaware of any special assessments on the Property. Real estate taxes will be assessed against each Unit individually. It is probable that sales prices will be used by the taxing authorities as determinors of market values, but no assurances can be or are given in this regard. Unit Owners must pay real estate taxes directly to the taxing authorities, in addition to paying Condominium fees.

2. Federal Income Taxes.

(a) Federal tax law provides that a condominium management association (defined by law) may elect to be treated as a tax-exempt organization. If election is made, the Council will not be taxed on "exempt function income" which includes assessments received from Unit Owners. On any other income, a condominium management

association is taxed at corporate rates. It is anticipated, but not warranted, that the Council of Unit Owners will qualify for tax-exempt status.

(b) Each Unit Owner who itemizes deductions may, in general, deduct mortgage interest payments and real property taxes attributable to his or her Condominium Unit on his or her federal income tax returns. Each Unit Owner should consult an accountant or tax attorney for advice as to such deductions.

P. WARRANTIES.

1. Disclaimers. EXCEPT AS NOTED IN PARAGRAPH 2 BELOW, THE DEVELOPER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE UNITS OR COMMON ELEMENTS OR ANY COMPONENT OF EITHER, AND SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY SUCH WARRANTIES RELATING TO THE WORK TO BE PERFORMED BY THE DEVELOPER (SEE THE ENGINEERING REPORTS AND DEVELOPER'S RESPONSES INCLUDED AS EXHIBITS TO THIS PRESENTATION) AND ANY IMPLIED WARRANTIES RELATING TO UNITS, COMMON ELEMENTS OR ANY COMPONENTS BEING FREE FROM FAULTY MATERIALS, CONSTRUCTED ACCORDING TO SOUND ENGINEERING STANDARDS, CONSTRUCTED IN A WORKMANLIKE MANNER, OR FIT FOR HABITATION.

2. Statutory Warranties. The Maryland Condominium Act (Section 11-131) in effect as of January, 1982, provides that there are certain warranties pertaining to sales of condominium units by the Developer. The purpose of the Disclaimer paragraph above is to exclude any and all warranties by the Developer under Sections 10-202 and 10-203 of the Real Property Article of the Maryland Code. However, the Developer does give the Condominium Act warranties provided under Section 131(B) and (C), subject to Sections 131(D) and (E) of the Condominium Act as follows:

"...There shall be an implied warranty on an individual unit from a Developer to a Unit Owner. The warranty on an individual unit commences with the transfer of title to that unit and extends for a period of 1 year. The warranty shall provide:

(1) That the Developer is responsible for correcting any defects in materials or workmanship in the construction of walls, ceilings, floors, and heating and air conditioning systems in the Unit; and

(2) That the heating and any air conditioning systems have been installed in accordance with acceptable industry standards and;

(I) That the heating system is warranted to maintain a 70° (F) temperature inside with a 0° (F) temperature outside, with winds not exceeding 15 miles per hour; and

(II) That the air conditioning system is warranted to maintain a minimum 15° differential between the inside and outside temperature.

(C) (1) ...There shall be an implied warranty on Common Elements from a Developer to the Council of Unit Owners. The warranty shall apply to: the roof, foundation, external and supporting walls, mechanical, electrical, and plumbing systems, and other structural elements.

(2) The warranty shall provide that the Developer is responsible for correcting any defects in materials or workmanship, and that the specified Common Elements are within acceptable industry standards in effect when the building was constructed.

(3) The warranty on Common Elements commences with the first transfer of title to a Unit Owner. The warranty on any Common Elements not completed at the time shall commence with the completion of that element or with its availability for use by all Unit Owners, whichever occurs later. The warranty extends for a period of 3 years.

(4) A suit for enforcement of the warranty on Common Elements shall be brought only by the Council of Unit Owners.

(D) Notice of a defect shall be given within the warranty period and suit for enforcement of the warranty shall be brought within a year of the warranty period.

(E) Warranties shall not apply to any defects caused through abuse or failure to perform maintenance by a Unit Owner or the Council of Unit Owners."

3. Scope of Work. The Developer has undertaken to do the following:

(a) Units.

- (1) Install new kitchen sink, countertops and vinyl flooring in all kitchens.
- (2) Install new heating and airconditioning equipment in the mechanical room for each Unit.
- (3) Install new carpet throughout each Unit (excluding kitchen and baths).
- (4) Install new lock sets, latch sets, front door hardware and peephole in each Unit.

- (5) Install ground fault receptacles in all bathrooms.
- (6) Repaint each Unit.

(b) Common Elements. Please refer to the Developer's Responses to the Engineering Reports included as exhibits to this presentation for the scope of the work to be performed by the Developer in connection with the Common Elements.

4. Assignment. The Developer will assign to each Unit Owner, or to the Council of Unit Owners, as the case may be, any assignable manufacturers warranties on installations in Units or the Common Elements for which assignable warranties are given.

Q. FURTHER INFORMATION.

The Exhibits which follow this Public Offering Statement provide a more detailed description of the Condominium and the rights and obligations of Unit Owners. Each prospective Purchaser should review the Exhibits carefully and discuss any questions with his or her own attorney.

Any information, data or representation not referred to in this Public Offering Statement and not contained in the various Exhibits and documents mentioned herein must not be relied upon. No person has been authorized by the Developer to make any representation which is not expressly contained herein. This Public Offering Statement may not be changed or modified orally.

Chapter 115 VEHICLE REPAIR

§ 115-1. Definitions.

§ 115-2. Prohibited acts.

§ 115-3. Exemptions.

§ 115-4. Enforcement.

§ 115-5. Violations and penalties.

§ 115-6. Construal of provisions.

[HISTORY: Adopted by the City Council of the City of New Carrollton 6-4-1997 by Ord. No. 97-06. Amendments noted where applicable.]

GENERAL REFERENCES

Vehicles and traffic — See Ch. 110.
Unauthorized vehicles — See Ch. 114.

Storage of vehicles — See Ch. 118.

§ 115-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

MOTOR VEHICLE — Any vehicle for which a license and/or registration is required.

§ 115-2. Prohibited acts.

It shall be unlawful to perform any repair or maintenance (with the exception of emergency maintenance necessary to remove a motor vehicle from a public street) on any motor vehicle in, on or upon a public street or way in the city or on any private property in the city except as provided in § 115-3 herein.

§ 115-3. Exemptions.

Incidental repairs/maintenance of motor vehicles may be performed in the driveway/carport on private property so long as:

- A. The motor vehicle is registered to the owner/legal occupant of the property and registered at the address of the property.
- B. The incidental repairs/maintenance are being performed by owner/legal occupant of the property.
 - (1) Incidental motor vehicle maintenance/repairs shall include, but not be limited to, removal and replacement of oil, coolant, filters, tires, belts, hoses, head lamps, bulbs and ignition components, battery charging, chassis lubrication and other tasks requiring similar time and/or expenses.
 - (2) Incidental motor vehicle maintenance shall not include removal or replacement of any engine, transmission, differential or structural body part, body work, any paint work

involving more than twenty-five percent (25%) of the body of the motor vehicle or any other repair which is not completed in forty-eight (48) hours or less. Such nonincidental maintenance/repairs may be performed upon a residential property only within a wholly enclosed garage in accordance with all the other provisions of this chapter.

- (3) All repairs/maintenance shall only occur between the hours of 8:00 a.m. and 7:00 p.m. and must be completed within forty-eight (48) hours of commencement of such repair/maintenance.
- (4) All tools, supplies, parts, miscellaneous equipment and the like must be removed from the driveway, carport or public view no later than 7:00 p.m. each day.
- (5) All excess or used oil, coolant or other nonbiodegradable substance removed from or used to repair a motor vehicle, including the containers of such materials, shall be collected for disposal separately from household garbage/trash in an appropriate container and shall be disposed of only at a lawful disposal site.

§ 115-4. Enforcement.

The Code Enforcement Officer may require any person performing any repair/maintenance to provide his/her license, the registration of the vehicle or other appropriate documentation necessary to determine if the maintenance/repair being made is lawful. If such is determined to be unlawful and in violation hereof, the Code Enforcement Officer may issue a municipal infraction and order the maintenance/repair stopped.

§ 115-5. Violations and penalties.

It shall be unlawful for any person or persons, firm or corporation to violate any of the above sections, which are hereby declared by the City Council to be municipal infractions, subject to the provisions of § 1-21A of this Code. Each day a violation continues after initial notice shall constitute a separate or repeat offense.

§ 115-6. Construal of provisions.

Nothing in this chapter shall be construed as limiting the authority of the city to further regulate motor vehicle maintenance or repair.

HOUSE BILL 679

N1

11r2115

By: Delegate Stein

Introduced and read first time: February 9, 2011

Assigned to: Environmental Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Real Property – Condominiums – Amendment to Bylaws to Require Unit**
3 **Insurance Coverage**

4 FOR the purpose of authorizing the council of unit owners of a condominium to amend
5 the bylaws of the condominium, by a certain majority, to require all unit owners
6 to maintain condominium unit owner insurance policies on their units; and
7 generally relating to condominiums and insurance coverage.

8 BY repealing and reenacting, without amendments,
9 Article – Real Property
10 Section 11-104(a) and (c)
11 Annotated Code of Maryland
12 (2010 Replacement Volume and 2010 Supplement)

13 BY repealing and reenacting, with amendments,
14 Article – Real Property
15 Section 11-104(e)(2)
16 Annotated Code of Maryland
17 (2010 Replacement Volume and 2010 Supplement)

18 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
19 MARYLAND, That the Laws of Maryland read as follows:

20 **Article – Real Property**

21 11-104.

22 (a) The administration of every condominium shall be governed by bylaws
23 which shall be recorded with the declaration. If the council of unit owners is
24 incorporated, these bylaws shall be the bylaws of that corporation.

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



R

1 (c) The bylaws also may contain any other provision regarding the
2 management and operation of the condominium including any restriction on or
3 requirement respecting the use and maintenance of the units and the common
4 elements.

5 (e) (2) (I) [Unless] EXCEPT AS PROVIDED IN SUBPARAGRAPH (II)
6 OF THIS PARAGRAPH, UNLESS a higher percentage is required in the bylaws, the
7 bylaws may be amended by the affirmative vote of unit owners having at least 66 2/3
8 percent of the votes in the council of unit owners.

9 (II) THE BYLAWS MAY BE AMENDED BY THE AFFIRMATIVE
10 VOTE OF UNIT OWNERS HAVING AT LEAST 51% OF THE VOTES IN THE COUNCIL
11 OF UNIT OWNERS FOR THE PURPOSE OF REQUIRING ALL UNIT OWNERS TO
12 MAINTAIN CONDOMINIUM UNIT OWNER INSURANCE POLICIES ON THEIR UNITS.

13 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
14 October 1, 2011.



Section Homeowner List
FRENCHMAN'S CREEK CONDO, INC.

Date: 4/19/2013

Time: 4:34 pm

Property Section - Multiple Selected

Page: 1

Address

Assessment - \$164

7519 Riverdale Rd # 1930
7519 Riverdale Rd # 1931
7519 Riverdale Rd # 1936
7519 Riverdale Rd # 1937
7519 Riverdale Rd # 1944
7519 Riverdale Rd # 1945
7519 Riverdale Rd # 1952
7519 Riverdale Rd # 1953
7521 Riverdale Rd # 1958
7521 Riverdale Rd # 1959
7521 Riverdale Rd # 1964
7521 Riverdale Rd # 1965
7521 Riverdale Rd # 1972
7521 Riverdale Rd # 1973
7521 Riverdale Rd # 1980
7521 Riverdale Rd # 1981

Assessment - \$164 Total : 16

Assessment - \$176

5504 Karen Elaine Dr # 944
7519 Riverdale Rd # 1929
7519 Riverdale Rd # 1932
7519 Riverdale Rd # 1935
~~7519 Riverdale Rd # 1938~~
7519 Riverdale Rd # 1943
7519 Riverdale Rd # 1946
7519 Riverdale Rd # 1951
7519 Riverdale Rd # 1954
7521 Riverdale Rd # 1957
7521 Riverdale Rd # 1960
7521 Riverdale Rd # 1963
7521 Riverdale Rd # 1966
7521 Riverdale Rd # 1971
7521 Riverdale Rd # 1974
7521 Riverdale Rd # 1979
7521 Riverdale Rd # 1982
7617 Fontainebleau Dr # 2140

Assessment - \$176 Total : 18

Assessment - \$181

7519 Riverdale Rd # 1934
7519 Riverdale Rd # 1939
7521 Riverdale Rd # 1962
7521 Riverdale Rd # 1967

Assessment - \$181 Total : 4

Assessment - \$182

7519 Riverdale Rd # 1933
7519 Riverdale Rd # 1940
7521 Riverdale Rd # 1961
7521 Riverdale Rd # 1968

Assessment - \$182 Total : 4

Assessment - \$183

7519 Riverdale Rd # 1941
7519 Riverdale Rd # 1948
7519 Riverdale Rd # 1949
7519 Riverdale Rd # 1956
7521 Riverdale Rd # 1969
7521 Riverdale Rd # 1976
7521 Riverdale Rd # 1977
7521 Riverdale Rd # 1984

Assessment - \$183 Total : 8

Assessment - \$184

5504 Karen Elaine Dr # 936
7523 Riverdale Rd # 1987
7529 Riverdale Rd # 1836
7603 Fontainebleau Dr # 2329
7607 Fontainebleau Dr # 2352
7611 Fontainebleau Dr # 2220

Assessment - \$184 Total : 6

Assessment - \$185

7519 Riverdale Rd # 1942
7519 Riverdale Rd # 1947
7519 Riverdale Rd # 1950
7519 Riverdale Rd # 1955
7521 Riverdale Rd # 1970
7521 Riverdale Rd # 1975
7521 Riverdale Rd # 1978
7521 Riverdale Rd # 1983

Assessment - \$185 Total : 8

Assessment - \$245.00

5501 Karen Elaine Dr # 1105
5501 Karen Elaine Dr # 1108
5501 Karen Elaine Dr # 1109
5501 Karen Elaine Dr # 1112
5501 Karen Elaine Dr # 1113
5501 Karen Elaine Dr # 1116
5504 Karen Elaine Dr # 937
5504 Karen Elaine Dr # 940
5504 Karen Elaine Dr # 941
5504 Karen Elaine Dr # 945
5504 Karen Elaine Dr # 948
5505 Karen Elaine Dr # 1005
5505 Karen Elaine Dr # 1008
5505 Karen Elaine Dr # 1009
5505 Karen Elaine Dr # 1012
5505 Karen Elaine Dr # 1013

5505 Karen Elaine Dr # 1016
5532 Karen Elaine Dr # 1721
5532 Karen Elaine Dr # 1724
5532 Karen Elaine Dr # 1725
5532 Karen Elaine Dr # 1728
5532 Karen Elaine Dr # 1729
5532 Karen Elaine Dr # 1732
5534 Karen Elaine Dr # 1737
5534 Karen Elaine Dr # 1740
5534 Karen Elaine Dr # 1741
5534 Karen Elaine Dr # 1744
5534 Karen Elaine Dr # 1745
5534 Karen Elaine Dr # 1748
5538 Karen Elaine Dr # 1621
5538 Karen Elaine Dr # 1624
5538 Karen Elaine Dr # 1625
5538 Karen Elaine Dr # 1628
5538 Karen Elaine Dr # 1629
5538 Karen Elaine Dr # 1632
5542 Karen Elaine Dr # 1505
5542 Karen Elaine Dr # 1508
5542 Karen Elaine Dr # 1509
5542 Karen Elaine Dr # 1512
5542 Karen Elaine Dr # 1513
5542 Karen Elaine Dr # 1516
5546 Karen Elaine Dr # 1405
5546 Karen Elaine Dr # 1408
5546 Karen Elaine Dr # 1409
5546 Karen Elaine Dr # 1412
5546 Karen Elaine Dr # 1413
5546 Karen Elaine Dr # 1416
7501 Riverdale Rd # 2005
7501 Riverdale Rd # 2008
7501 Riverdale Rd # 2009
7501 Riverdale Rd # 2012
7501 Riverdale Rd # 2013
7501 Riverdale Rd # 2016
7505 Riverdale Rd # 2040
7505 Riverdale Rd # 2041
7505 Riverdale Rd # 2044
7505 Riverdale Rd # 2045
7505 Riverdale Rd # 2048
7517 Riverdale Rd # 1917
7517 Riverdale Rd # 1920
7517 Riverdale Rd # 1921
7517 Riverdale Rd # 1924
7517 Riverdale Rd # 1925
7517 Riverdale Rd # 1928
7523 Riverdale Rd # 1988
7523 Riverdale Rd # 1991
7523 Riverdale Rd # 1992
7523 Riverdale Rd # 1995
7523 Riverdale Rd # 1996
7523 Riverdale Rd # 1999
7529 Riverdale Rd # 1837
7529 Riverdale Rd # 1840
7529 Riverdale Rd # 1841

7529 Riverdale Rd # 1844
7529 Riverdale Rd # 1845
7529 Riverdale Rd # 1848
7607 Fontainebleau Dr # 2353
7607 Fontainebleau Dr # 2356
7607 Fontainebleau Dr # 2357
7607 Fontainebleau Dr # 2359
7607 Fontainebleau Dr # 2360
7607 Fontainebleau Dr # 2361
7607 Fontainebleau Dr # 2364
7611 Fontainebleau Dr # 2221
7611 Fontainebleau Dr # 2224
7611 Fontainebleau Dr # 2225
7611 Fontainebleau Dr # 2228
7611 Fontainebleau Dr # 2229
7611 Fontainebleau Dr # 2232
7617 Fontainebleau Dr # 2137
7617 Fontainebleau Dr # 2141
7617 Fontainebleau Dr # 2144
7617 Fontainebleau Dr # 2145
7617 Fontainebleau Dr # 2148
7700 Arehart Dr # 1202
7700 Arehart Dr # 1203
7700 Arehart Dr # 1205
7700 Arehart Dr # 1206
7700 Arehart Dr # 1208
7700 Arehart Dr # 1209
7700 Arehart Dr # 1212
7700 Arehart Dr # 1213
7700 Arehart Dr # 1216

Assessment - \$245.00 Total : 103

Assessment - \$270.00

7617 Fontainebleau Dr # 2134
5501 Karen Elaine Dr # 1102
5501 Karen Elaine Dr # 1103
5501 Karen Elaine Dr # 1106
5501 Karen Elaine Dr # 1107
5501 Karen Elaine Dr # 1110
5501 Karen Elaine Dr # 1111
5501 Karen Elaine Dr # 1114
5501 Karen Elaine Dr # 1115
5504 Karen Elaine Dr # 934
5504 Karen Elaine Dr # 935
5504 Karen Elaine Dr # 938
5504 Karen Elaine Dr # 939
5504 Karen Elaine Dr # 942
5504 Karen Elaine Dr # 943
5504 Karen Elaine Dr # 946
5504 Karen Elaine Dr # 947
5505 Karen Elaine Dr # 1002
5505 Karen Elaine Dr # 1003
5505 Karen Elaine Dr # 1006
5505 Karen Elaine Dr # 1007
5505 Karen Elaine Dr # 1010
5505 Karen Elaine Dr # 1011
5505 Karen Elaine Dr # 1014

7701 Arehart Dr # 1310
7701 Arehart Dr # 1314

Assessment - \$342.00 Total : 160

Assessment - \$391.00

7701 Arehart Dr # 1303
7701 Arehart Dr # 1307
7701 Arehart Dr # 1308
7701 Arehart Dr # 1312
7701 Arehart Dr # 1316

Assessment - \$391.00 Total : 5

Assessment - \$416.00

7701 Arehart Dr # 1311
7701 Arehart Dr # 1315

Assessment - \$416.00 Total : 2

Assessment - \$200.00

5500 Karen Elaine Dr # 904
5503 Karen Elaine Dr # 1120
5507 Karen Elaine Dr # 1020
5530 Karen Elaine Dr # 1701
5540 Karen Elaine Dr # 1636
5544 Karen Elaine Dr # 1520
5548 Karen Elaine Dr # 1420
7501 Riverdale Rd # 2001
7507 Riverdale Rd # 2049
7515 Riverdale Rd # 1900
7525 Riverdale Rd # 1804
7601 Fontainebleau Dr # 2301
7609 Fontainebleau Dr # 2201
7613 Fontainebleau Dr # 2101
7701 Arehart Dr # 1304

Assessment - \$200.00 Total : 15

7505 Riverdale Rd # 2047
7517 Riverdale Rd # 1915
7517 Riverdale Rd # 1916
7517 Riverdale Rd # 1918
7517 Riverdale Rd # 1919
7517 Riverdale Rd # 1922
7517 Riverdale Rd # 1923
7517 Riverdale Rd # 1926
7517 Riverdale Rd # 1927
7523 Riverdale Rd # 1985
7523 Riverdale Rd # 1986
7523 Riverdale Rd # 1989
7523 Riverdale Rd # 1990
7523 Riverdale Rd # 1993
7523 Riverdale Rd # 1994
7523 Riverdale Rd # 1997
7523 Riverdale Rd # 1998
7527 Riverdale Rd # 1832
7529 Riverdale Rd # 1834
7529 Riverdale Rd # 1835
7529 Riverdale Rd # 1838
7529 Riverdale Rd # 1839
7529 Riverdale Rd # 1842
7529 Riverdale Rd # 1843
7529 Riverdale Rd # 1846
7529 Riverdale Rd # 1847
7607 Fontainebleau Dr # 2350
7607 Fontainebleau Dr # 2351
7607 Fontainebleau Dr # 2354
7607 Fontainebleau Dr # 2355
7607 Fontainebleau Dr # 2358
7607 Fontainebleau Dr # 2362
7607 Fontainebleau Dr # 2363
7611 Fontainebleau Dr # 2218
7611 Fontainebleau Dr # 2219
7611 Fontainebleau Dr # 2222
7611 Fontainebleau Dr # 2223
7611 Fontainebleau Dr # 2226
7611 Fontainebleau Dr # 2227
7611 Fontainebleau Dr # 2230
7611 Fontainebleau Dr # 2231
7617 Fontainebleau Dr # 2135
7617 Fontainebleau Dr # 2138
7617 Fontainebleau Dr # 2139
7617 Fontainebleau Dr # 2142
7617 Fontainebleau Dr # 2143
7617 Fontainebleau Dr # 2146
7617 Fontainebleau Dr # 2147
7700 Arehart Dr # 1207
7700 Arehart Dr # 1210
7700 Arehart Dr # 1211
7700 Arehart Dr # 1214
7700 Arehart Dr # 1215

Assessment - \$270.00 Total : 134

Assessment - \$347.00

5500 Karen Elaine Dr # 905

5505 Karen Elaine Dr # 1015
5532 Karen Elaine Dr # 1718
5532 Karen Elaine Dr # 1719
5532 Karen Elaine Dr # 1722
5532 Karen Elaine Dr # 1723
5532 Karen Elaine Dr # 1726
5532 Karen Elaine Dr # 1727
5532 Karen Elaine Dr # 1730
5532 Karen Elaine Dr # 1731
5534 Karen Elaine Dr # 1734
5534 Karen Elaine Dr # 1735
5534 Karen Elaine Dr # 1738
5534 Karen Elaine Dr # 1739
5534 Karen Elaine Dr # 1742
5534 Karen Elaine Dr # 1743
5534 Karen Elaine Dr # 1746
5534 Karen Elaine Dr # 1747
5538 Karen Elaine Dr # 1618
5538 Karen Elaine Dr # 1619
5538 Karen Elaine Dr # 1622
5538 Karen Elaine Dr # 1623
5538 Karen Elaine Dr # 1626
5538 Karen Elaine Dr # 1627
5538 Karen Elaine Dr # 1630
5538 Karen Elaine Dr # 1631
5542 Karen Elaine Dr # 1502
5542 Karen Elaine Dr # 1503
5542 Karen Elaine Dr # 1506
5542 Karen Elaine Dr # 1507
5542 Karen Elaine Dr # 1510
5542 Karen Elaine Dr # 1511
5542 Karen Elaine Dr # 1514
5542 Karen Elaine Dr # 1515
5546 Karen Elaine Dr # 1402
5546 Karen Elaine Dr # 1403
5546 Karen Elaine Dr # 1406
5546 Karen Elaine Dr # 1407
5546 Karen Elaine Dr # 1410
5546 Karen Elaine Dr # 1411
5546 Karen Elaine Dr # 1414
5546 Karen Elaine Dr # 1415
7501 Riverdale Rd # 2002
7501 Riverdale Rd # 2003
7501 Riverdale Rd # 2006
7501 Riverdale Rd # 2007
7501 Riverdale Rd # 2010
7501 Riverdale Rd # 2011
7501 Riverdale Rd # 2014
7501 Riverdale Rd # 2015
7505 Riverdale Rd # 2034
7505 Riverdale Rd # 2035
7505 Riverdale Rd # 2037
7505 Riverdale Rd # 2038
7505 Riverdale Rd # 2039
7505 Riverdale Rd # 2042
7505 Riverdale Rd # 2043
7505 Riverdale Rd # 2046

7503 Riverdale Rd # 2025
7503 Riverdale Rd # 2028
7503 Riverdale Rd # 2029
7503 Riverdale Rd # 2032
7507 Riverdale Rd # 2053
7507 Riverdale Rd # 2056
7507 Riverdale Rd # 2057
7507 Riverdale Rd # 2060
7507 Riverdale Rd # 2061
7507 Riverdale Rd # 2064
7515 Riverdale Rd # 1903
7515 Riverdale Rd # 1906
7515 Riverdale Rd # 1907
7515 Riverdale Rd # 1910
7515 Riverdale Rd # 1911
7515 Riverdale Rd # 1914
7525 Riverdale Rd # 1805
7525 Riverdale Rd # 1808
7525 Riverdale Rd # 1809
7525 Riverdale Rd # 1812
7525 Riverdale Rd # 1813
7525 Riverdale Rd # 1816
7527 Riverdale Rd # 1821
7527 Riverdale Rd # 1824
7527 Riverdale Rd # 1825
7527 Riverdale Rd # 1828
7527 Riverdale Rd # 1829
7601 Fontainebleau Dr # 2305
7601 Fontainebleau Dr # 2308
7601 Fontainebleau Dr # 2309
7601 Fontainebleau Dr # 2312
7601 Fontainebleau Dr # 2313
7601 Fontainebleau Dr # 2316
7603 Fontainebleau Dr # 2321
7603 Fontainebleau Dr # 2323
7603 Fontainebleau Dr # 2324
7603 Fontainebleau Dr # 2325
7603 Fontainebleau Dr # 2328
7603 Fontainebleau Dr # 2332
7605 Fontainebleau Dr # 2337
7605 Fontainebleau Dr # 2340
7605 Fontainebleau Dr # 2341
7605 Fontainebleau Dr # 2344
7605 Fontainebleau Dr # 2345
7605 Fontainebleau Dr # 2348
7609 Fontainebleau Dr # 2205
7609 Fontainebleau Dr # 2208
7609 Fontainebleau Dr # 2209
7609 Fontainebleau Dr # 2212
7609 Fontainebleau Dr # 2213
7609 Fontainebleau Dr # 2214
7609 Fontainebleau Dr # 2216
7613 Fontainebleau Dr # 2105
7613 Fontainebleau Dr # 2108
7613 Fontainebleau Dr # 2109
7613 Fontainebleau Dr # 2112
7613 Fontainebleau Dr # 2113

5500 Karen Elaine Dr # 908
5500 Karen Elaine Dr # 909
5500 Karen Elaine Dr # 910
5500 Karen Elaine Dr # 912
5500 Karen Elaine Dr # 913
5500 Karen Elaine Dr # 916
5502 Karen Elaine Dr # 921
5502 Karen Elaine Dr # 925
5502 Karen Elaine Dr # 928
5502 Karen Elaine Dr # 929
5502 Karen Elaine Dr # 932
5503 Karen Elaine Dr # 1119
5503 Karen Elaine Dr # 1121
5503 Karen Elaine Dr # 1124
5503 Karen Elaine Dr # 1125
5503 Karen Elaine Dr # 1128
5503 Karen Elaine Dr # 1129
5503 Karen Elaine Dr # 1132
5507 Karen Elaine Dr # 1021
5507 Karen Elaine Dr # 1024
5507 Karen Elaine Dr # 1025
5507 Karen Elaine Dr # 1028
5507 Karen Elaine Dr # 1029
5507 Karen Elaine Dr # 1032
5530 Karen Elaine Dr # 1705
5530 Karen Elaine Dr # 1708
5530 Karen Elaine Dr # 1709
5530 Karen Elaine Dr # 1712
5530 Karen Elaine Dr # 1713
5530 Karen Elaine Dr # 1716
5536 Karen Elaine Dr # 1603
5536 Karen Elaine Dr # 1605
~~5536 Karen Elaine Dr # 1608~~
5536 Karen Elaine Dr # 1609
5536 Karen Elaine Dr # 1612
5536 Karen Elaine Dr # 1613
5536 Karen Elaine Dr # 1616
5540 Karen Elaine Dr # 1637
5540 Karen Elaine Dr # 1640
5540 Karen Elaine Dr # 1641
5540 Karen Elaine Dr # 1644
5540 Karen Elaine Dr # 1645
5540 Karen Elaine Dr # 1648
5544 Karen Elaine Dr # 1521
5544 Karen Elaine Dr # 1524
5544 Karen Elaine Dr # 1525
5544 Karen Elaine Dr # 1528
5544 Karen Elaine Dr # 1529
5544 Karen Elaine Dr # 1532
5548 Karen Elaine Dr # 1421
5548 Karen Elaine Dr # 1424
5548 Karen Elaine Dr # 1425
5548 Karen Elaine Dr # 1428
5548 Karen Elaine Dr # 1429
5548 Karen Elaine Dr # 1432
7503 Riverdale Rd # 2021
7503 Riverdale Rd # 2024

7613 Fontalnebleau Dr # 2116
7615 Fontalnebleau Dr # 2121
7615 Fontalnebleau Dr # 2124
7615 Fontalnebleau Dr # 2125
7615 Fontalnebleau Dr # 2128
7615 Fontalnebleau Dr # 2129
7615 Fontalnebleau Dr # 2132
7701 Arehart Dr # 1305
7701 Arehart Dr # 1309
7701 Arehart Dr # 1313

Assessment - \$317.00 Total : 125

Assessment - \$342.00

5500 Karen Elaine Dr # 902
5500 Karen Elaine Dr # 903
5500 Karen Elaine Dr # 908
5500 Karen Elaine Dr # 907
5500 Karen Elaine Dr # 911
5500 Karen Elaine Dr # 914
5500 Karen Elaine Dr # 915
5502 Karen Elaine Dr # 918
5502 Karen Elaine Dr # 919
5502 Karen Elaine Dr # 922
5502 Karen Elaine Dr # 923
5502 Karen Elaine Dr # 924
5502 Karen Elaine Dr # 928
5502 Karen Elaine Dr # 927
5502 Karen Elaine Dr # 930
5502 Karen Elaine Dr # 931
5503 Karen Elaine Dr # 1118
5503 Karen Elaine Dr # 1122
5503 Karen Elaine Dr # 1123
5503 Karen Elaine Dr # 1128
5503 Karen Elaine Dr # 1127
5503 Karen Elaine Dr # 1130
5503 Karen Elaine Dr # 1131
5507 Karen Elaine Dr # 1018
5507 Karen Elaine Dr # 1019
5507 Karen Elaine Dr # 1022
5507 Karen Elaine Dr # 1023
5507 Karen Elaine Dr # 1026
5507 Karen Elaine Dr # 1027
5507 Karen Elaine Dr # 1030
5507 Karen Elaine Dr # 1031
5530 Karen Elaine Dr # 1702
5530 Karen Elaine Dr # 1703
5530 Karen Elaine Dr # 1706
5530 Karen Elaine Dr # 1707
5530 Karen Elaine Dr # 1710
5530 Karen Elaine Dr # 1711
5530 Karen Elaine Dr # 1714
5530 Karen Elaine Dr # 1715
5536 Karen Elaine Dr # 1802
5536 Karen Elaine Dr # 1806
5536 Karen Elaine Dr # 1807
5536 Karen Elaine Dr # 1810
5536 Karen Elaine Dr # 1811

5536 Karen Elaine Dr # 1614
5536 Karen Elaine Dr # 1615
5540 Karen Elaine Dr # 1634
5540 Karen Elaine Dr # 1635
5540 Karen Elaine Dr # 1638
5540 Karen Elaine Dr # 1639
5540 Karen Elaine Dr # 1642
5540 Karen Elaine Dr # 1643
5540 Karen Elaine Dr # 1646
5540 Karen Elaine Dr # 1647
5544 Karen Elaine Dr # 1518
5544 Karen Elaine Dr # 1519
5544 Karen Elaine Dr # 1522
5544 Karen Elaine Dr # 1523
5544 Karen Elaine Dr # 1526
5544 Karen Elaine Dr # 1527
5544 Karen Elaine Dr # 1530
5544 Karen Elaine Dr # 1531
5548 Karen Elaine Dr # 1418
5548 Karen Elaine Dr # 1419
5548 Karen Elaine Dr # 1422
5548 Karen Elaine Dr # 1423
5548 Karen Elaine Dr # 1426
5548 Karen Elaine Dr # 1427
5548 Karen Elaine Dr # 1430
5548 Karen Elaine Dr # 1431
7503 Riverdale Rd # 2018
7503 Riverdale Rd # 2019
7503 Riverdale Rd # 2022
7503 Riverdale Rd # 2023
7503 Riverdale Rd # 2026
7503 Riverdale Rd # 2027
7503 Riverdale Rd # 2030
7503 Riverdale Rd # 2031
7507 Riverdale Rd # 2050
7507 Riverdale Rd # 2051
7507 Riverdale Rd # 2054
7507 Riverdale Rd # 2055
7507 Riverdale Rd # 2058
7507 Riverdale Rd # 2059
7507 Riverdale Rd # 2062
7507 Riverdale Rd # 2063
7515 Riverdale Rd # 1901
7515 Riverdale Rd # 1902
7515 Riverdale Rd # 1904
7515 Riverdale Rd # 1905
7515 Riverdale Rd # 1908
7515 Riverdale Rd # 1909
7515 Riverdale Rd # 1912
7515 Riverdale Rd # 1913
7525 Riverdale Rd # 1802
7525 Riverdale Rd # 1803
7525 Riverdale Rd # 1806
7525 Riverdale Rd # 1807
7525 Riverdale Rd # 1810
7525 Riverdale Rd # 1811
7525 Riverdale Rd # 1814

7525 Riverdale Rd # 1815
7527 Riverdale Rd # 1818
7527 Riverdale Rd # 1819
7527 Riverdale Rd # 1822
7527 Riverdale Rd # 1823
7527 Riverdale Rd # 1826
7527 Riverdale Rd # 1827
7527 Riverdale Rd # 1830
7527 Riverdale Rd # 1831
7601 Fontainebleau Dr # 2302
7601 Fontainebleau Dr # 2303
7601 Fontainebleau Dr # 2306
7601 Fontainebleau Drive # 2307
7601 Fontainebleau Dr # 2310
7601 Fontainebleau Dr # 2311
7601 Fontainebleau Dr # 2314
7601 Fontainebleau Dr # 2315
7603 Fontainebleau Dr # 2318
7603 Fontainebleau Dr # 2319
7603 Fontainebleau Dr # 2322
7603 Fontainebleau Dr # 2326
7603 Fontainebleau Dr # 2327
7603 Fontainebleau Dr # 2330
7603 Fontainebleau Dr # 2331
7605 Fontainebleau Dr # 2334
7605 Fontainebleau Dr # 2335
7605 Fontainebleau Dr # 2338
7605 Fontainebleau Dr # 2339
7605 Fontainebleau Dr # 2342
7605 Fontainebleau Dr # 2343
7605 Fontainebleau Dr # 2346
7605 Fontainebleau Dr # 2347
7609 Fontainebleau Dr # 2202
7609 Fontainebleau Dr # 2203
7609 Fontainebleau Dr # 2206
7609 Fontainebleau Dr # 2207
7609 Fontainebleau Dr # 2210
7609 Fontainebleau Dr # 2214
7609 Fontainebleau Dr # 2215
7613 Fontainebleau Dr # 2102
7613 Fontainebleau Dr # 2103
7613 Fontainebleau Dr # 2106
7613 Fontainebleau Dr # 2107
7613 Fontainebleau Dr # 2110
7613 Fontainebleau Dr # 2111
7613 Fontainebleau Dr # 2114
7613 Fontainebleau Dr # 2115
7615 Fontainebleau Dr # 2118
7615 Fontainebleau Dr # 2119
7615 Fontainebleau Dr # 2122
7615 Fontainebleau Dr # 2123
7615 Fontainebleau Dr # 2126
7615 Fontainebleau Dr # 2127
7615 Fontainebleau Dr # 2130
7615 Fontainebleau Dr # 2131
7701 Arehart Dr # 1302
7701 Arehart Dr # 1306