

Resale Package

Tony Malek
16 Monroe Street #102
Rockville, MD 20850



Prepared by: Management Office

Americana Centre Condominium, Inc.

118 Monroe Street, Suite 106, Rockville, MD 20850
301-340-7770, FAX 301-294-0291

CERTIFICATE OF RESALE

To: Tony Malek
From: Board of Directors, Americana Centre Condominium, Inc.
Subject: 16 Monroe Street # 102
Rockville, MD 20850
Date: September 16, 2019

Pursuant to Section 11-135 of the Real Property Article of the Annotated Code of Maryland, as amended, the Council of Unit Owners must provide the following information within twenty (20) days after receipt of a request by the unit owner.

The following information is furnished by the association through its agents and is true and correct in accordance with their best knowledge and information. The association, management agent and its agents and their respective officers and employees shall assume no liability for any errors contain herein.

1. The status of the common expense assessment with respect to the above referenced unit is as follows:
2. The current monthly common expense for this unit is \$1,036.00 which currently paid through September 30, 2019. Collect transfer fee of \$50.00.
3. **Contact Ron Dean at First Service Residential 301-495-6645 before closing.**

The amount of any unpaid common expense or special assessment or any other fees currently due and payable from the selling unit owner as of the date above is:

In Unit Maintenance Fee outstanding: \$.00

The records of the Association indicate the following assessment liens affecting the aforementioned unit: **Please check with Ron Dean at First Service Residential #301-495-6600**

4. The condominium documents do not create right of first refusal, or other restraints on free alienability of any of the units.
5. Capital expenditures anticipated by the Council of Unit Owners planned at the time of conveyance (estimated to be six (6) months from the date hereof) which is included in the financial section of the Disclosure package.

6. A copy of the current operating budget of the Association is included in the Financial Section of the Disclosure Package.
7. No judgments against the condominium remain unpaid and unsatisfied as of the above date.
8. The Council of Unit Owners is or may be a party to pending suits against unit owners delinquent in the assessments which have been turned over to Council for collection which may include lien filing, foreclosure or suit action.
9. Insurance:
 - a. Please review the By-Laws, Article XII, Insurance.
 - b. The Association holds insurance policies as generally outlined below.

The current deductible for the master policy is \$10,000. Owners are responsible up to \$5,000 if determined to be the origination source of the casualty. It is suggested that each unit owner separately obtain and HO6 policy to insure for personal property, furnishing, betterments and improvements, and personal liability. These are not covered by the Condominium's master policy. Owners are encouraged to consult with the Association's insurance provider (USI Insurance) or their insurance agent for their individual insurance. Copies the policy is available for inspection in the management office.

To obtain a Certificate of Insurance, please contact USI Insurance: request instructions are enclosed.

Notice: The terms of the above-described policy prevail over the general description contained herein.

10. The Council of Unit Owners has conducted an inspection of the unit and the report is included which shows no violations, alteration or improvement to the above- described unit or to the limited common elements assigned to the unit violates any provision of the Declaration/Master Deed, Bylaws, or Rules or Regulations as of the above date.
11. There is no leasehold estate affecting the condominium.
12. The council of Unit Owners has no knowledge of any violation of the health or building codes with respect to the unit, the limited common elements assigned thereto, or any other portion of the condominium as of the above date.
13. The following is a description of the recreational facilities and property which are available to be used by the unit owners and which are maintained by the Council of Unit Owners:

Swimming Pool, Saunas, Party Room and Fitness Room
14. The information contained in this Certificate for Resale issued pursuant to Section 11-135 of the Real Property Article of the Annotated Code of Maryland, as amended, based on our best knowledge and belief, is current as of the date hereof.
15. The fee for preparation of this Certificate for Resale as allowed by law is **\$250.00** and must be paid prior to receiving the Certificate. This fee does not exceed the cost to the Council of Unit Owners for providing this information.

16. Section 11-135 of the Real Property Article of the Annotated Code of Maryland requires that the purchaser provide the Association with the name and forwarding address of the prior unit owner, the name and address of any mortgage holder, the date of settlement and the proportionate amounts of any outstanding condominium fees assessed by each of the parties to:

*Americana Centre Condominium, Inc.
118 Monroe Street, Suite 106
Rockville, Maryland 20850*

Signed this day: September ^{4th} 16th, 2019.

Americana Centre Board of Directors

Frances Marie Puente
**Frances Marie Puente CMCA®, AMS®, PCAM®
General Manager on behalf of the
Board of Directors of Americana Centre
Condominium, Inc.**

Condominium Covenants Compliance Inspection AMERICANA CENTRE CONDOMINIUM, INC

Owner(s): Tony Malek

Address: 16/102

Inspector: Guillermo

Inspection Date: 9/16/19

	Violation YES	Violation NO	Comments
I. Interior			
A. Structural Modifications, Alterations, and Internal Installations. (Require approval)		X	
B. Floor Coverings		X	
C. Window Coverings		X	
D. Other: door hardware, screens & smoke detector	X		SMOKE DETECTOR IS NOT UP TO MD GUIDELINES
II. Exterior			
A. Decorating (Require Approval)			
1. Balcony/Patio Areas		X	
2. Doors		X	
3. Other: door hardware		X	
B. Additions & Improvements (Require Approval)			
1. Shades and Awnings		X	
2. Fences, Gates, Railings		X	
3. Other		X	
C. Plantings (Require Approval)			
D. Other:		X	

Inspector Comments:

All units must have 80% carpet OR rugs

Note: The findings reported in this inspection are based on the instruments provided by the Board of Directors or Unit Owners Association. No representation is made as to structural integrity or compliance of the Unit with any electric wiring, plumbing, or other building related requirements of the local County or City jurisdictions.

Americana Centre Condominium

INVOICE

Tony Malek
16 Monroe Street, Unit 102
Rockville, MD 20850

RE: AMERICANA CENTRE CONDOMINIUM, INC.

Property: 16 Monroe Street #102
Rockville MD 20850

1 set of Resale documents for Americana Centre Condominium, Inc.

Comprehensive service through settlement

**Total due \$300 paid by Prime
Management, check #5567, dated 8/22/19**

Thank You!

118 Monroe Street ■ Suite 106 ■ Rockville, MD 20850
PHONE: 301-340-7770 ■ FAX 301-294-0291

AMERICANA CENTRE CONDOMINIUM, INC.

Property: 16 Monroe Street #102
Rockville, MD 20850

Pursuant to the Maryland Condominium Act, enclosed are the Resale Documents for **Americana Centre Condominium, Inc.** This condominium has filed material in the Depository with the Clerk of the Court, Montgomery County, Maryland.

The Resale Disclosure Package, prepared August 29, 2019 contains the following:

Certificate of Resale

Section I	Master Deed
Section II	Articles of Incorporation
Section III	By-Laws
Section IV	Rules and Regulations
Section V	Resolutions
Section VI	Financial (Balance Sheet, Statement of Operations, Budget & Audit)
Section VII	Notification of Asbestos
Section VIII	Reserve Study

The General Manager, Frances-Marie Puente can be reached during regular business hours at the condominium's office, Tel: 301-340-7770.

The corporation has financial management provided by:

*FirstService Residential
8701 Georgia Ave #300
Silver Spring, MD 20910*

Please note the specific instructions (**Rules & Regulations pages 16 & 17**) regarding moving in – must be scheduled five days in advance.

The General Manager is available to answer questions about this corporation. For questions regarding the Resale Disclosure information, please feel free to contact the Management Office at 301-340-7770.

Sincerely,
Americana Centre Condominiums, Inc.

Edie

Edie Bailey
Assistant General Manager
301-605-8078

Americana Centre Condominium

Board of Directors

2019-2020

Janet Wilson
President

Connie Mar-Pawloski
Vice President

Shashi Koduru
Treasurer

Debbie Jackson
Secretary

John Becker
Director 1

Ingrid Pufahl
Director 2

John Monahan
Director 3

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MASTER DEED

Dated September 20, 1972
Filed October 18, 1972
Beginning in Liber 4208 at Folio 443

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"Exhibit A"

"Exhibit C"

* * *

AMENDMENT TO MASTER DEED

Dated October 9, 1981
 Filed October 18, 1981
 Recorded in Liber 5780 at Folio 412

* * *

AMENDMENT TO MASTER DEED

Dated April 30, 1985
 Filed May 27, 1985
 Recorded in Liber 6745 at Folio 303

* * *

1335

DEO -- BCK

CLK.CI.M.C.

OCT-18-72 PAID 3 8 7 9

LIBER 4288 FOLIO 443

CLERK'S OFFICE
MONTG. CO., MD.

1972 OCT 18 PM 3:58

THIS MASTER DEED, made and entered into in the County of Montgomery, State of Maryland, this 20th day of September, 1972, by ROCKVILLE RENEWAL ASSOCIATES, a limited partnership organized and existing under the laws of the State of Maryland, hereinafter and in the Exhibits hereto sometimes called the "Grantor":

WHEREAS, the Grantor is the owner in fee simple of certain land and premises located in the City of Rockville, County of Montgomery, State of Maryland, and more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof; and

WHEREAS, the Grantor is the owner of certain buildings and other improvements constructed upon the aforesaid premises, which property constitutes a "condominium project" pursuant to Article 21, Sec. 117A, et seq., of the Annotated Code of Maryland (1957) and it is the desire and intention of the Grantor to divide said property and the improvements thereon into condominiums and to sell and convey the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereinafter set forth, each of which is for the benefit of said property and the subsequent owners thereof; and

WHEREAS, prior to the recordation hereof, namely on the 20th day of September, 1972, the Grantor has filed for record in the office of the Clerk of Court for the Circuit Court for Montgomery County, Maryland, a certain "Plat of Condominium Subdivision - Americana Centre" and "Plan of Condominium Subdivision - Americana Centre", hereinafter together referred to as the "Record Plat", which Record Plat, consisting of 40 sheets is recorded in Condominium Plat Book 5 at plat 427, et seq., and

WHEREAS, the Grantor desires and intends by the recordation of this Master Deed, to submit the property described on "EXHIBIT A" attached hereto, together with the improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, to the provisions of Article 21, Sec. 117A, et seq., of the Annotated Code of Maryland (1957) as a condominium project:

NOW, THEREFORE, the Grantor hereby declares that all of the property described on "EXHIBIT A" attached hereto, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, including the provisions of the By-Laws of the association of co-owners of the condominium attached hereto as "EXHIBIT B" and by this reference incorporated herein, all of which are declared and agreed to be in aid of a plan for improvement of said property, and the division thereof into condominiums, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Grantor, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation:

LAW OFFICES
SHAFER,
KRIEGER & FITZPATRICK
941 MONTGOMERY COUNTY
ROCKVILLE, MD. 20850
(301) 788-1500

9-6-72

ARTICLE I

Section 1. Definitions. Unless the context shall plainly require otherwise, the following words when used in this Master Deed and/or any and all exhibits hereto shall have the following meanings:

(a) "Unit" or "condominium unit" means an enclosed space consisting of one or more rooms occupying all or part of one or more floors in buildings of one or more floors or stories provided, always, that any such unit has a direct exit to a thoroughfare or to a common element leading to a thoroughfare. The lower vertical boundary of any such condominium unit in the project is a horizontal plane [or planes], the elevation of which coincides with the elevation of the upper surface of the unfinished concrete sub-floor thereof extended to intersect the lateral or perimetrical boundaries thereof. The upper vertical boundary of any such condominium unit is a horizontal plane [or planes], the elevation of which coincides with the lower surface of the unfinished concrete ceiling thereof, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any such condominium unit are vertical planes which coincide with the unexposed surfaces of the perimeter walls of the unit, to include the perimeter dry-wall, fireplaces, plenums, windows and doors thereof, extended to intersect the upper and lower vertical boundaries thereof and to intersect the other lateral or perimetrical boundaries of the condominium unit. Mechanical equipment and appurtenances located within any unit and designated to serve only that unit, such as furnaces, appliances, range hoods, outlets, electrical receptacles and outlets, fixtures, and the like, shall be considered a part of the condominium unit.

(b) "condominium project" or "the project" means the property subject to the Master Deed.

(c) "condominium" means the ownership of single units in the condominium project with common elements.

(d) "owner" or "co-owner" means any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which owns a condominium unit within the condominium project, provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be an owner, by reason of such interest.

(e) "council of co-owners" or "the Corporation" or "association of co-owners" means all of the co-owners as defined above, in association.

(f) "common elements" means both general common elements and limited common elements, as hereinafter defined.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be, held, conveyed, divided or subdivided, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Master Deed is located in the City of Rockville, County of Montgomery, State of Maryland, and is more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof.

LAW OFFICES
 SHAFER,
 McKEEVER & FITZPATRICK
 600 HUNTERSWOOD COURT
 ROCKVILLE, MD. 20850
 (301) 781-1800
 6-1-72
 8-2-72

Section 2. The Condominium Units. The general description and number of each condominium unit, including its area, location and such other data as may be necessary or appropriate for its identification, is set forth on the Record Plat, which Record Plat is incorporated herein and by this reference made a part hereof.

ARTICLE III

Section 1. General Common Elements. Except as otherwise set forth on the Record Plat, the general common elements shall mean and include at least the following:

(a) the real property described on "EXHIBIT A", attached hereto and made a part hereof; and

(b) the foundations, bearing walls, perimeter walls, main walls, roofs, halls, columns, girders, beams, supports, corridors, fire escapes, lobbies, parking structures not designated as limited common elements, stairways, and entrance and exit or communication ways; and

(c) the basements, roofs, yards, streets, parking areas not designated as limited common elements, storage lockers not designated as limited common elements, and gardens, except as otherwise provided; and

(d) the compartments or installations of central services such as power, light, gas, hot and cold water, central heating, compressors for air-conditioning [including those designed to serve only one condominium unit, provided such compressor is not located within such unit], pumps, and the like, including, but in no way limited to, all pipes, ducts, flues, chutes, conduits, cables, wires and other utility lines to the extent any of the same are not within any condominium unit; and

(e) the elevators, closed circuit T. V. security system, switchboard, saunas, garbage and trash compactors and incinerators, or the like, the swimming pool and its appurtenances, walls, and in general, all devices or installations existing for common use; and

(f) the premises designated on the Record Plat for the lodging of custodial or managerial personnel, if any, and any portion of the project designated on the Record Plat for commercial use or the like, if any; and

(g) all other elements of the condominium project rationally of common use or necessary to its existence, upkeep and safety.

Section 2. Limited Common Elements. The limited common elements include those designated as such on the Record Plat and such other as are agreed upon by a majority of the co-owners to be reserved for the exclusive use of a certain number of condominium units such as special corridors, stairways, sanitary services common to the condominium units of a particular floor, and the like. All areas designated on the Record Plat as a balcony, deck, terrace, patio, fenced area, storage lockers, or the like, and designated thereon as limited common elements, are reserved for the exclusive use of the owners of the condominium unit or units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation on the Record Plat.

LAW OFFICES
SHAFER,
MCKEEVER & FITZPATRICK
600 WASHINGTON SQUARE
BETHESDA, MD. 20814
(301) 762-1900

6-1-72
7-18-72
8-2-72

ARTICLE IV

Section 1. Undivided Interest in Common Elements, etc. Each condominium unit shall have the same incidents as real property and the owner of any condominium unit shall hold the same in fee simple and shall have a common right to a share, with the other co-owners, of an undivided fee simple interest in the common elements equivalent to the percentage representing the "value" of his unit to the total "value" of the condominium project. The total "value" of the condominium project and of each condominium unit, and according to those basic values, the percentage appertaining to each condominium unit to the expenses of and rights in the common elements is set forth on "EXHIBIT C" attached hereto and by this reference made a part hereof. The percentage of the undivided interest in the common elements herein established shall not be changed without the unanimous consent of all of the co-owners evidenced by an appropriate amendment to this Master Deed recorded among the Land Records for Montgomery County, Maryland. The undivided interest in the common elements shall not be separated from the condominium unit to which it appertains and shall be deemed conveyed or encumbered with the condominium unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 2. Market Value. The "value" herein established for any condominium unit shall not fix the market value of the condominium unit and shall not prevent the owner of any condominium unit, including the Grantor, from establishing a different circumstantial value for such condominium unit.

ARTICLE V

Section 1. Covenant Against Partition. The common elements, both general and limited, shall remain undivided. No owner of any condominium unit or any other person shall bring any action for partition or division thereof except as may be provided for in Article 21, § 121(b), Annotated Code of Maryland [1957].

Section 2. Encroachments. If any portion of the common elements now encroaches upon any condominium unit, or if any condominium unit now encroaches upon any other condominium unit or upon any portion of the common elements, as a result of the construction or repair of the buildings, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event any building, any condominium unit, any adjoining condominium unit, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, encroachments of parts of the common elements upon any condominium unit or of any condominium unit upon any other condominium unit or upon any portion of the common elements, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

Section 3. Easements. Each condominium unit shall be subject to an easement to the co-owners of all of the other condominium units to and for the unobstructed and uninterrupted use of any and all pipes, wires, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind and

LAW OFFICES
 SHAFER,
 McKEEVER & FITZPATRICK
 848 HUNTERSFORE COURT
 ROCKVILLE, MD. 20850
 (301) 782-1500
 6-1-72
 9-6-72

other common elements located within or accessible only from a particular condominium unit and for support.

ARTICLE VI

Section 1. Urban Renewal Plan. The rights of the owner of any condominium unit in the condominium project shall be subject in all respects to the land use provisions and building requirements applicable to the project pursuant to the Urban Renewal Plan for the Mid-City Urban Renewal Project for Rockville, Maryland, recorded in Liber 3796 at folio 819 among the Land Records for Montgomery County, Maryland, and the Revised Urban Renewal Plan for the Mid-City Urban Renewal Project for Rockville, Maryland, recorded in Liber 3796 at folio 852 among the aforesaid Land Records.

ARTICLE VII

Section 1. Rights of WSSC and Mayor and Council of Rockville. 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 District Act and/or the Laws of the City of Rockville, Maryland, or any regulations adopted pursuant thereto, or otherwise, is not paid by the association of co-owners, or by one or more of the co-owners, then the Washington Suburban Sanitary Commission and/or The Mayor and Council of Rockville, Maryland shall have the right, within the time provided by that Act and/or the Laws of the City of Rockville, Maryland and/or the Regulations of said Commission, and/or the City of Rockville, Maryland to terminate sewer and water service to all of the condominium units.

ARTICLE VIII

Section 1. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium project. Enforcement of these covenants and restrictions and of the By-Laws attached hereto shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any condominium unit to enforce any lien created hereby; and the failure or forbearance by the Corporation or the owner of any condominium unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 3. Captions. The captions contained in this Master Deed are for convenience only and are not a part of this Master Deed and are not intended in any way to limit or enlarge the terms and provisions of this Master Deed.

LAW OFFICES
SHAFER,
MCKEEVER & FIFTHPATRICK
100 MONROE CENTER COURT
ROCKVILLE, MD. 20850
(301) 765-1600

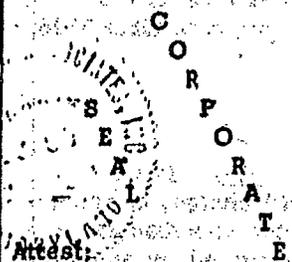
6-1-72
7-18-72

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

ROCKVILLE RENEWAL ASSOCIATES, a limited partnership

By: CARL M. FREEMAN ASSOCIATES, INC. General Partner

By: Carl M. Freeman
Carl M. Freeman, President



Robert B. Friedman
Robert B. Friedman, Secretary

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 20th day of September, 1972, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared CARL M. FREEMAN, known to me to be the President of CARL M. FREEMAN ASSOCIATES, INC., General Partner of ROCKVILLE RENEWAL ASSOCIATES, a Maryland limited partnership, and on behalf of said ROCKVILLE RENEWAL ASSOCIATES, did acknowledge the foregoing instrument to be the act and deed of said ROCKVILLE RENEWAL ASSOCIATES, and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Barry M. Fitzpatrick
Barry M. Fitzpatrick, Notary Public

My Commission expires: 7-1-74

The undersigned, Trustees under those certain Deeds of Trust dated June 16, 1970, and recorded on June 17, 1970, in Liber 3970 at folio 156 among the Land Records for Montgomery County, Maryland, and dated June 29, 1972, and recorded June 29, 1972, in Liber 4233 at folio 455 among the aforesaid Land Records, hereby consent to the within Master Deed.

Robert J. Schultze [SEAL]
Robert J. Schultze, Trustee

Charles J. Fleury [SEAL]
Charles J. Fleury, Trustee

LAW OFFICES
SHAFER,
MCKEEVER & FITZPATRICK
1000 EASTON AVENUE
ROCKVILLE, MD. 20850
(301) 708-1000

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

Barry M. Fitzpatrick
Barry M. Fitzpatrick

[Faint, illegible text, likely a certificate or affidavit body]

LAW OFFICES
SHAFER,
MCNEEVEN & FITZPATRICK
300 HANCOCK COURT
ROCKVILLE, MD. 20850
(301) 762-1808

6-1-72

"EXHIBIT A"

Lot 1 in block [3] in the subdivision known as "Rockville Town Center" per plat of said subdivision recorded in Plat Book 89 at plat 9611 among the Land Records for Montgomery County, Maryland.

SAVING and EXCEPTING therefrom, however, all of the land and premises, together with any appurtenances thereunto belonging, or in any way appertaining, lying between the outermost lines designated "Right-of-Way Line" of Maryland Route 355 as shown and/or indicated on State Highway Administration Plat No. 42302 duly recorded, or intended to be recorded among the Land Records for Montgomery County, Maryland.

LAW OFFICES
SHAFER,
MCKEEVER & FITZPATRICK
848 WASHINGTON COURT
ROCKVILLE, MD. 20850
(301) 785-1400

6-1-72

and

WHEREAS, the Owner desires to subdivide said Condominium Unit No. 118-105 into two units and reassign, re-allocate and adjust the percentage of ownership of common elements for said units as hereinafter set forth pursuant to the provisions of the Horizontal Property Act, Title 11, Section 11-107, Real Property Vol., Annotated Code of Maryland; and

WHEREAS, the Amendment has been adopted and approved by the Board of Directors of Americana Centre Condominium, Inc., as required by Section 11-107, supra;

NOW, THEREFORE, the Owner and Americana Centre Condominium, Inc., hereby declare and establish that:

Unit 118-105, as hereinabove more particularly described, be, and the same is hereby subdivided to create and establish:

Address and Unit Designation	Percentage of Ownership in Common Elements and Limited Common Elements
Unit 118-105	.00137687
Unit 118-105A	.00074027

Unit 118-106, as hereinabove more particularly described, be, and the same is hereby designated a percentage of ownership of common elements and limited common elements at 0.

Unit 118-107, as hereinabove more particularly described, be, and the same is hereby designated a percentage of ownership of common elements and limited common elements at .00261275.

LAW OFFICES
STEIN SPERLING
BENNETT & DE JONG P.A.
ATTORNEYS AT LAW
BALTIMORE, MARYLAND

CLERK'S OFFICE
Document submitted for filing
in accordance with court order
satisfactory photographs
provided

Unit 4-106, as hereinabove more particularly described, be, and the same is hereby designated a percentage of ownership of common elements and limited common elements of 0.

FURTHER, the Owner declares that the percentage of ownership in the common elements and limited common elements shall be determinative of the voting rights of the owner or owners of the Condominium Units in conformity with the provisions of the Master Deed hereinabove referred to and the by-laws of Americana Centre Condominium, Inc.

FURTHER, the Owner hereby designates that the dimensions and perimeters of Unit 118-105 and Unit 118-105A shall be those established and designated on the plan of resubdivision attached hereto, recorded herewith and by this reference incorporated herein.

All other terms, provisions, covenants, conditions, restrictions and by-laws contained in and attached to the Master Deed hereinabove referred to which are not expressly amended by this Amendment to Master Deed are hereby affirmed and shall remain in full force and effect.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors, administrators, and personal representatives.

IN WITNESS WHEREOF, the party hereto has herunto set its hand and seal the day hereinabove first written.

AMERICANA CENTRE CONDOMINIUM, INC.

By: John L. Milanese
John L. Milanese, President

Attest:

644 721
STEVEN SPERLING
STATUTE & DEEDS P.A.
2501 W. BROADWAY, SUITE 100
HOUSTON, TEXAS 77019



John L. Ingram, Secy.

Notary Public
Notary Seal
Notary Seal
Notary Seal

BOARD OF DIRECTORS, AMERICANA CENTRE
CONDOMINIUM, INC.

By: John L. Milanese
John L. Milanese, President

By: Philip A. Dales
Philip A. Dales, Vice President

By: Laura V. Ingram
Laura V. Ingram, Secretary

By: Robert B. Beasley
Robert B. Beasley, Treasurer

By: Thomas B. Ferguson
Thomas B. Ferguson, Director

By: Reuven Rubinzon
Reuven Rubinzon, Director

By: Allan J. Ungar
Allan J. Ungar, Director

Notary Seal: STATE OF MARYLAND, COUNTY OF MONTGOMERY
Laura V. Ingram, Secy.

THIS IS TO CERTIFY that on this 9th day of October, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John L. Milanese, who acknowledged himself to be the President of Americana Centre Condominium, Inc., and acknowledged the foregoing to be his act on behalf of said Americana Centre Condominium, Inc., and that he is authorized to execute this instrument on its behalf.

Angela H. [Signature]
Notary Seal: ANGELA H. CHASE, Notary Public

My Commission Expires: 7/1/82

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

THIS IS TO CERTIFY that on this 9th day of October, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John L. Milanese, who acknowledged himself to be the President of Americana Centre Condominium, Inc., and Philip A. Dales, who acknowledged himself to be the Vice President of Americana Centre Condominium, Inc., and Laura V. Ingram, who acknowledged herself to be the Secretary of Americana Centre Condominium, Inc., and Robert B. Beasley, who acknowledged himself to be the Treasurer of Americana Centre Condominium, and Thomas B. Ferguson, Reuven Rubinzon, and Allan J. Ungar, who acknowledged themselves to be Directors of Americana Centre Condominium, Inc., and acknowledged

LANGSTON STEIN SPIELING
2300 WYOMING AVE. N.W.
WASHINGTON, D.C. 20007

Notary Seal: ANGELA H. CHASE, Notary Public

the foregoing to be their act on behalf of said Americana Centre Condominium, Inc, and that they are authorized to execute this instrument of its behalf

Angela M. ...
A circular notary seal for Angela M. ... Notary Public, State of Maryland. The seal contains the text "ANGELA M. ... NOTARY PUBLIC STATE OF MARYLAND" around the perimeter.

My Commission Expires: 7/1/82

Property Address: Unit #4-106, 118 Monroe Street, Rockville, Md.
P. I. #: 1575260
Insurer: N/A

Property Address: Unit #118-105, 118 Monroe Street, Rockville, Md.
P. I. #: 1573738
Insurer: N/A

Property Address: Unit #118-106, 118 Monroe Street, Rockville, Md.
P. I. #: 1573750
Insurer: N/A

Property Address: Unit #118-107, 118 Monroe Street, Rockville, Md.
P. I. #: 1573751
Insurer: N/A

Property Owner on All Four: Americana Centre Condominium, Inc.

AMENDMENT TO MASTER DEED

THIS AMENDMENT TO MASTER DEED made this 30TH day of APRIL, 1985, by Americana Centre Condominium, Inc., a corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as the "Declarant" or "Owner".

WHEREAS, by Master Deed dated September 20, 1972, and recorded on October 18, 1972 in Liber 4288 at folio 443, among the Land Records of Montgomery County, Maryland, certain real property lying in said state and county was declared to be a horizontal property regime pursuant to the provisions of Article 21, Section 117A, et seq., of the Annotated Code of Maryland (1957), thereby establishing "Americana Centre"; and

WHEREAS, the Declarant is the owner of two of the Condominium Units in said Condominium, more particularly described as:

Unit numbered 118-105, in a plan of condominium subdivision styled "PLAN OF CONDOMINIUM SUBDIVISION ---- AMERICANA CENTRE" as per plat thereof recorded in Condominium Plat Book 5 at Plat 452, among the Land Records of Montgomery County, Maryland, being part of the land and premises declared to be subject to a horizontal property or condominium regime by a Master Deed dated September 20, 1972, and recorded in Liber 4288 at folio 443 among the aforesaid Land Records and amended by the Amendment to Master Deed dated October 9, 1981, recorded at Liber 5780, folio 412 and re-recorded at Liber 6368, folio 514, among the aforesaid Land Records.

Unit numbered 118-105A, in a plan of condominium subdivision styled "PLAN OF CONDOMINIUM SUBDIVISION ---- AMERICANA CENTRE" as per plat thereof recorded in Condominium Plat Book 5 at Plat 452, among the Land Records of Montgomery County, Maryland, being part of the land and premises declared to be subject to a horizontal property or condominium regime by a Master Deed dated September 20, 1972, and recorded in Liber 4288 at folio 443 among the aforesaid Land Records and amended by the Amendment to Master Deed dated October 9, 1981, recorded at Liber 5780, folio 412 and re-recorded at Liber 6368, folio 514, among the aforesaid Land Records.

and

WHEREAS, the Owner desires to incorporate and consolidate Condominium Unit number 118-105 and Condominium Unit number 118-105A into one unit and reassign, re-allocate and adjust the percentage of ownership of common elements for said units as hereinafter set forth pursuant to the provisions of the

Verified By: [Signature]

CLERK'S OFFICE
Document submitted for recording
in a condition not permitting
satisfactory photographic
reproduction.

1985 MAY 27 10 53 27

LAW OFFICES
STEIN, SPALLING,
BENNETT & DE JONG, P.A.
75 WILMINGTON LANE
ROCKVILLE, MARYLAND 20850

RELEASE
SUBTOTAL 19.00
CHECK 19.00
MAY 27 1985

Owner's Minutes
Document submitted for record
in a meeting and permitting
necessary photographs
to be taken.

Horizontal Property Act, Title 11, Section 11-107, Real Property Vol., Annotated Code of Maryland; and

WHEREAS, the Amendment has been adopted and approved by the Board of Directors of Americana Centre Condominium, Inc., as required by Section 11-107, supra;

NOW, THEREFORE, the Owner and Americana Centre Condominium, Inc., hereby declare and establish that:

Unit 118-105 and Unit 118-105A, as hereinabove more particularly described, be, and the same are hereby incorporated and consolidated to create and establish a single Unit:

<u>Address and Unit Designation</u>	<u>Percentage of Ownership in Common Elements and Limited Common Elements</u>
Unit 118-105	.00211714

Further, that the incorporated and consolidated Unit 118-105 is hereby designated a two-bedroom, private residential use unit, and that said Unit may be used only for private residential purposes, notwithstanding anything heretofore to the contrary.

Further, the Owner declares that the percentage of ownership in the common elements and limited common elements shall be determinative of the voting rights of the owner or owners of the Condominium Units in conformity with the provisions of the Master Deed hereinabove referred to and the by-laws of Americana Centre Condominium, Inc.

Further that this Amendment to Master Deed is executed by all the unit owners of the units involved and that there is no mortgage on any such unit, thereby complying with the aforementioned Section 11-107 of the Real Property Article of the Annotated Code of Maryland.

All other terms, provisions, covenants, conditions, restrictions and by-laws contained in and attached to the Master Deed hereinabove referred to which are not expressly amended by this Amendment to Master Deed are hereby affirmed and shall remain in full force and effect.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors, administrators, and personal representatives.

IN WITNESS WHEREOF, the party hereto has hereunto set its hand and seal the day hereinabove first written.

LAW OFFICES
STEIN, SPERLING,
BENNETT & DE JONG, P.A.
23 WEST WISCONSIN AVENUE
BOSTON, MASSACHUSETTS 02118
TELEPHONE 852-8800

ATTEST:

AMERICANA CENTRE CONDOMINIUM, INC.

Alan P. Carlin
Alan Carlin, Secretary

By: Louena W. Cooper
Louena Cooper, President

BOARD OF DIRECTORS, AMERICANA CENTRE CONDOMINIUM, INC.

By: Lovena Cooper
Lovena Cooper, President

By: Arthur T. Rios
Arthur T. Rios, Vice President

By: Alan Carlin
Alan Carlin, Secretary

By: Manuel J. Rios
Manuel J. Rios, Treasurer

By: William E. Knight
William E. Knight, Director

By: Margaretta Tutson
Margaretta Tutson, Director

By: Carole Angle
Carole Angle, Director

ATTEST:
Alan Carlin
Alan Carlin, Secretary

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

THIS IS TO CERTIFY that on this 30th day of April, 1985, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Lovena Cooper, who acknowledged herself to be the President of Americana Centre Condominium, Inc., and acknowledged the foregoing to be her act on behalf of said Americana Centre Condominium, Inc., and that he is authorized to execute this instrument on its behalf.

Rosalie N. Brewer
NOTARY PUBLIC
My Commission Expires:

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit: ROSALIE N. BREWER
MY COMMISSION EXPIRES JULY 1, 1986

THIS IS TO CERTIFY that on this 30th day of April, 1985, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Lovena Cooper, who acknowledged herself to be the President of Americana Centre Condominium, Inc., and William Knight, who acknowledged himself to be the Vice President of Americana Centre Condominium, Inc., and Alan Carlin, who acknowledged himself to be the Secretary of Americana Centre Condominium, Inc., and Manuel J. Rios, who acknowledged himself to be the Treasurer of Americana Centre Condominium, Inc., and

LAW OFFICES
STEIN, SPERLING,
BENNETT & DE JONG, P.A.
22 WEST HANOVER SQUARE
ROCKVILLE, MARYLAND 20850
TELEPHONE 881-0000

THIS COPY OF INSTRUMENT
SUBMITTED FOR RECORD
IS A CONDITION NOT PERMITTING
SATISFACTORY PHOTOGRAPHIC
REPRODUCTION.

BOOK 6745 PAGE 606

Alan Ungar and Margareta Tutson, who acknowledged themselves to be Directors of Americana Centre Condominium, Inc., and acknowledged the foregoing to be their act on behalf of said Americana Centre Condominium, Inc., and that they are authorized to execute this instrument on its behalf.

Rosalie N. Branca
NOTARY PUBLIC
My Commission Expires
ROSALIE N. BRANCA
MAY 15 1986



NO TITLE SEARCH
NO TITLE INSURER

Property Address: Unit 118-105, 118 Monroe Street
Rockville, Maryland 20850

Parcel I.D. #: 1575260 and 1573738.

Property Owner on all units: Americana Centre Condominium, Inc.
118 Monroe Street
Rockville, Maryland 20850

AFTER RECORDING, RETURN TO:

Stein, Sperling, Bennett, De Jong & Driscoll, P.A.
23 West Middle Lane
Rockville, Maryland 20850

CLERK'S OFFICE
has not submitted the record
in a condition and form
satisfactory to the
Department.

LAW OFFICES
STEIN, SPERLING,
BENNETT & DE JONG, P.A.
23 WEST MIDDLE LANE
ROCKVILLE, MARYLAND 20850
TELEPHONE 301-581-0404

AMERICANA CENTRE CONDOMINIUM, INC. (1)

ARTICLES OF INCORPORATION

THIS IS TO CERTIFY:

That I, Barry M. Fitzpatrick, whose post office address is 342 Hungerford Court, Rockville, Maryland 20850, being at least twenty-one (21) years of age, do hereby declare myself as incorporator with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland, and for such purposes do hereby make, execute and adopt the following Articles of Incorporation:

CLERK'S OFFICE
MONTG. CO. MD.

1973 MAY -3 AM 10:59

ARTICLE I. The name of this corporation shall be:

AMERICANA CENTRE CONDOMINIUM, INC.

ARTICLE II. The period of existence and duration of the life of this

corporation shall be perpetual.

ARTICLE III. The principal office for the transaction of business of this

corporation shall be initially located in the County of Montgomery, State of Maryland, at 118 Monroe Street, Rockville, Maryland 20850. Robert Friedman, of 1400 Spring Street, Silver Spring, Montgomery County, Maryland 20910, shall be designated as the statutory resident agent of this corporation. Said resident agent is a citizen and actual resident of the State of Maryland.

ARTICLE IV. The general purpose for which this corporation is formed,

and business or objects to be carried on and promoted by it, are as follows:

(a) To organize and operate a corporation, no part of the net earnings of which is to inure to the benefit of any member or other individual;

(b) Pursuant to and in conformity with the requirements of Article 21, Section 117A, et seq., of the Annotated Code of Maryland (1957), to provide for the maintenance, operation and management of a certain condominium housing project known as "AMERICANA CENTRE", in Montgomery County, Maryland, in a manner

consistent with a certain Master Deed relating thereto and heretofore recorded among the Land Records for Montgomery County, Maryland.

For the general purposes aforesaid, and limited to those purposes, this corporation shall have the following powers:

(a) To construct, improve and maintain, operate and to buy, own, sell, convey, assign, mortgage or lease any real estate and any personal property necessary or incident to the furtherance of the business of this corporation;

(b) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, to secure the same by mortgage, deed of trust, pledge, or other lien;

(c) To enter into any kind of activity, and to perform and carry out contracts of any kind necessary to, or in conjunction with, or incidental to the accomplishment of the non-profit purposes of the corporation;

(d) To make patronage refunds to members as provided for in the By-Laws of the corporation;

(e) Insofar as permitted by law, to do any other thing that, in the judgment of the Board of Directors, will promote the business of the corporation or the common benefit of its members.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of this corporation, and the enjoyment of the exercise thereof, as conferred by the General Laws of the State of Maryland.

ARTICLE V. This corporation shall be without capital stock and will not be operated for profit. This corporation does not contemplate the distribution of gains profits or dividends to any of its members. The members of this corporation shall not be personally liable for the debts, liabilities or obligations of this corporation, except as provided in the aforesaid Master Deed.

ARTICLE VI. The authorized number of memberships of this corporation is 425. Every person, group of persons, corporation, trust, or other legal entity

or any combination thereof, who is a record owner of a fee interest in any condominium unit in the condominium project known as "Americana Centre" shall be a member of this corporation, provided, however, that any such person, group of persons, corporation, trust, or other legal entity, or any combination thereof, who holds such interest merely as security for the performance of an obligation shall not be a member on account thereof.

The property, voting and other rights and privileges of membership, the liability of each member for assessments, and the method of collection thereof, shall be as set forth in the Master Deed relating to the condominium project known as "Americana Centre" and the Exhibits thereto.

ARTICLE VII. The corporation shall have a lien on the outstanding memberships in order to secure payment of any sums which shall be due or become due from the holders thereof for any reason whatsoever.

ARTICLE VIII. In the event any member sells, assigns, or otherwise transfers of record the fee interest in any condominium unit in which he holds the interest required for membership, such member shall, at the same time, assign the membership appurtenant to said condominium unit to the transferee of the condominium unit and deliver it to him for transfer on the books of the corporation. The foregoing requirement shall not obtain in the event a condominium unit is transferred as aforesaid merely as security for the performance of an obligation.

Except as provided in this Article, membership shall not be transferable and, in any event, no transfer of any membership shall be made upon the books of the corporation within ten (10) days next preceding the annual meeting of the members.

ARTICLE IX. The number of directors of this corporation shall not be less than three (3) nor more than seven (7), and the names and post office addresses of the directors who shall act as such until the first annual meeting, or until such time as their successors are duly chosen and qualified are:

<u>Name</u>	<u>Address</u>
Robert Friedman	1400 Spring Street Silver Spring, Maryland 20910
William Berry	1400 Spring Street Silver Spring, Maryland 20910
Morton Klevan	1400 Spring Street Silver Spring, Maryland 20910

The qualifications, powers, duties and tenure of the office of director and the manner by which directors are to be chosen shall be as prescribed and set forth in the By-Laws of the corporation. Officers of this corporation shall be elected and shall serve as provided for in said By-Laws.

ARTICLE X. The Corporation shall indemnify every officer and director of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any such suit or proceeding if approved by the then Board of Directors of the Corporation) to which he may be made a party by reason of being or having been an officer or director of the Corporation whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Corporation shall not be liable to the members of the Corporation for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation and the Corporation shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Corporation, or former officer or director of the Corporation may be entitled.

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

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

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

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

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

ARTICLE XI. This Corporation reserves the right to amend, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by statute for the amendment of Articles of Incorporation.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation
this 24th day of October, A. D., 1972.

WITNESS:

Irene C. Pollitt
Irene C. Pollitt

Barry M. Fitzpatrick
Barry M. Fitzpatrick

(SEAL)

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

ss.

BE IT REMEMBERED, that on this 24th day of October, 1972, personally
appeared before me, a Notary Public in and for the State and County aforesaid,
Barry M. Fitzpatrick, party to the foregoing Articles of Incorporation, known
personally to me as such, and I having first made known to him, the contents of
said Articles of Incorporation, he did acknowledge that he signed, sealed and
delivered the same as his voluntary act and deed, and he acknowledged the facts
stated to be true as set forth.

GIVEN under my hand the year and day first above written.



Irene C. Pollitt
Irene C. Pollitt, Notary Public

My Commission expires: 7-1-74

LNK 207 PAGE 438

ARTICLES OF INCORPORATION
OF
AMERICANA CENTRE CONDOMINIUM, INC.

approved and received for record by the State Department of Assessments and Taxation
of Maryland October 26, 1972 at 2:12 o'clock P. M. as in conformity
with law and ordered recorded.

A 17818

7
Recorded in Liber 1022, folio 332 one of the Charter Records of the State
Department of Assessments and Taxation of Maryland.

Bonus tax paid \$ 20.00 Recording fee paid \$ 17.00

To the clerk of the Circuit Court of Montgomery County
IT IS HEREBY CERTIFIED, that the within instrument, together with all endorsements thereon,
has been received, approved and recorded by the State Department of Assessments and Taxation of
Maryland.

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



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"EXHIBIT B"

BY-LAWS

AMERICANA CENTRE CONDOMINIUM, INC.

ARTICLE I

Name and Location

Section 1. Name and Location. The name of this Corporation is Americana Centre Condominium, Inc. Its principal office is located at 118 Monroe Street, Rockville, Montgomery County, Maryland 20850.

ARTICLE II

Definitions

Section 1. Master Deed. "Master Deed", as used herein, means that certain Master Deed made the 20th day of September, 1972, by Rockville Renewal Associates, a limited partnership organized and existing under the laws of the State of Maryland, pursuant to Article 21, § 117A through and including § 142, Annotated Code of Maryland [1957], by which certain described premises (including land) are submitted to a condominium property regime and which Master Deed is recorded among the Land Records for Montgomery County, Maryland, immediately prior hereto and to which these By-Laws are appended as an Exhibit.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended all other terms used herein shall have the same meaning as they are defined to have in the Master Deed or in Article 21, § 117A, Annotated Code of Maryland [1957].

ARTICLE III

Membership

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

Section 2. Membership Certificates. In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Corporation

KEEVEN & FITZPATRICK
642 MONROE STREET
ROCKVILLE, MD 20850
(301) 762-1600

6-1-72
7-18-72

is organized under the laws of the State of Maryland, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the condominium unit to which such membership is appurtenant. Membership is not otherwise transferable. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary and shall be sealed with the corporate seal.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Corporation and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder or holders of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Corporation a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Corporation.

Section 4. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Corporation, each member of the Corporation shall be entitled to receive out of the assets of the Corporation available for distribution to the members an amount equal to that proportion of such assets which the value of his condominium bears to the value of the entire project, as set forth on "EXHIBIT C" to the Master Deed, all as more fully provided in Article 2), § 129, Annotated Code of Maryland [1957].

ARTICLE IV

Meeting of Members

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

Section 2. Annual Meetings. The first annual meeting of the members of the Corporation shall be held within one hundred twenty (120) days after ninety percent (90%) of the condominium units in the project have been sold and title to the same has been conveyed. Thereafter, the annual meetings of the members of the Corporation shall be held on the 2nd Wednesday of April each succeeding year. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. The members may also transact such other business of the Corporation as may properly come before them.

McNEVEN & FITZPATRICK
 845 HUNTERSWOOD COURT
 ROCKVILLE, MD. 20850
 12011 FARMWOOD

6-1-72
 8-2-72

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least forty percent [40%] of the total value of the project having been presented to the Secretary; provided, however, that no special meeting shall be called prior to the first annual meeting of members as hereinabove provided for. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

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

Section 5. Quorum. The presence, either in person or by proxy, of members representing at least fifty-one percent [51%] of the total value of the project shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight [48] hours from the time the original meeting was called.

Section 7. Voting. The percentages established in "EXHIBIT C" to the Master Deed shall be applicable to voting rights. At every meeting of the members, each of the members shall have the right to cast his vote based upon the percentages established in "EXHIBIT C" of the Master Deed for each membership which he owns on each question. The vote of the members representing fifty-one percent [51%] of the total value of the condominium project, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation, or of the Master Deed or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Corporation to be more than thirty [30] days delinquent in any payment due the Corporation.

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Section 8. Proxies. A member may appoint any other member or the Grantor or Management Agent as his proxy. In no case may any member [except the Grantor or the Management Agent] cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the member.

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

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

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

ARTICLE V

Directors

Section 1. Number and Qualification. The affairs of the Corporation shall be governed by the Board of Directors composed of at least three [3] natural persons and not more than seven [7] natural persons, a majority of whom [after the first annual meeting of members] shall be members of the Corporation.

Section 2. Initial Directors. The initial Directors shall be selected by the Grantor and need not be members of the Corporation. The names of the Directors who shall act as such from the date upon which the Master Deed is recorded among the Land Records for Montgomery County, Maryland, until the first annual meeting of the members or until such time as their successors are duly chosen and qualified are as follows: Robert B. Friedman, William Berry and Murton Klevan.

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

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To provide for the

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

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

(c) designation, hiring and/or dismissal of the personnel necessary for the good working order of the condominium project and for the proper care of the general and limited common elements and to provide services for the project in a manner consistent with law and the provisions of these By-Laws and the Master Deed.

(d) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the project and the use of the general and limited common elements as are designated to prevent unreasonable interference with the use and occupancy of the condominium project and of the general and limited common elements by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Master Deed.

(e) authorization, in their discretion, of the payment of patronage refunds from residual receipts when and as reflected in the annual report.

Section 4. Management Agent. The Board of Directors shall employ for the Corporation a management agent [the "Management Agent"] at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Corporation shall not employ any new Management Agent without thirty [30] days' prior written notice to the institutional holders of all first mortgages on the condominium units and the Corporation shall not undertake "self-management" or otherwise fail to employ a professional management agent without the prior written approval of all of the institutional holders of such first mortgages.

Section 5. Election and Term of Office. The term of the Directors named herein and in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. At the first annual meeting of the members, the term of office of the Director receiving the greatest number of votes shall be fixed for three [3] years. The term of office of the Director receiving the second greatest number of votes shall be fixed at two [2] years and the term of office of the other Director or Directors shall be fixed at one [1] year. In the alternative, the membership may, by resolution duly made and adopted at such first annual meeting, or at any subsequent annual meeting, elect to fix the term of each Director elected at such meeting at one [1] year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three [3] years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

Section 7. Removal of Directors. At a regular meeting, or special meeting duly called for such purpose [but only after the first annual meeting of members, as hereinabove provided for], any Director may be removed with or without cause by the affirmative vote of the majority of the entire regular membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than sixty [60] days delinquent in payment of any assessments and/or carrying charges due the Corporation shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. After the first annual meeting of the members, no remuneration shall be paid to any Director who is also a member of the Corporation for services performed by him for the Corporation in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

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

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two [2] such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six [6] days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President or the Chairman of the Board of Directors on three [3] days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place [as hereinabove provided] and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third [1/3] of the Directors.

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

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required and any business which may properly come before the Board of Directors at such meeting may be transacted thereat.

Section 13. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. 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. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Corporation handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the first annual meeting of members, the officers of the Corporation need not be members of the Corporation. Thereafter, except for the President, the officers of the Corporation need not be members of the Corporation. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

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

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

Section 4. President. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including,

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but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Corporation.

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

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Corporation; he shall have custody of the seal of the Corporation; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

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

ARTICLE VII

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Corporation shall indemnify every officer and director of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Corporation) to which he may be made a party by reason of being or having been an officer or director of the Corporation whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Corporation shall not be liable to the members of the Corporation for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation or the condominium project [except to the extent that such officers or directors may also be owners of condominium units] and the Corporation shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Corporation, or former officer or director of the Corporation may be entitled.

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

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

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

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

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

ARTICLE VIII

Management

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

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

(b) The cost of fire and extended liability insurance on the condominium project and the cost of such other insurance as the Corporation may effect.

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

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

(e) The cost of painting, maintaining, replacing, repairing and landscaping the general common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Corporation to paint, repair or otherwise maintain the interior of any condominium unit or any fixtures, appliances or equipment located therein.

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

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

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

Section 2. Management Agent. The Corporation may, by contract in writing, delegate any of its ministerial duties, powers or functions to the Management Agent. The Corporation and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Duty to Maintain. Except for maintenance requirements herein imposed by the Corporation, if any, the owner of any condominium unit shall, at his own expense, maintain the interior of his condominium unit and any and all equipment, appliances or fixtures therein situate, and its other appurtenances (including, without limitation, any balcony, terrace or patio).

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appurtenant to such condominium unit and designated on the Record Plat as a limited common element reserved for exclusive use by the owner of a particular condominium unit). In good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his condominium unit and such appurtenances. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair or replace any plumbing and electrical fixtures, water heaters, filters, fireplaces, plenums, heating and air-conditioning equipment, lighting fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and/or other equipment that may be located within such condominium unit. The owner of any condominium unit shall also, at his own expense, keep any other limited common elements which may be appurtenant to such condominium unit and reserved for his exclusive use in a clean, orderly and sanitary condition.

Section 4. Windows and Doors. Unless the Board of Directors shall resolve that the exterior surfaces of all windows and/or glass entry doors of the condominium project shall be cleaned and maintained at common expense in accordance with a schedule determined by the Board of Directors, the owner of any condominium unit shall, at his own expense, clean and maintain the interior and exterior surfaces of all windows of the condominium unit and shall, at his own expense, clean and maintain both the interior and exterior glass surfaces of all glass entry doors of the condominium unit, including the interior and exterior surfaces of any door leading to any balcony, deck, terrace or patio appurtenant to such condominium unit and designated on the Record Plat as a limited common element reserved for the exclusive use by the owner of a particular condominium unit. The exterior surfaces of all other entry doors shall be cleaned and maintained at common expense in accordance with a schedule determined by the Board of Directors and the interior surfaces thereof shall be maintained by and at the expense of the individual condominium unit owners.

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

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

Section 7. Limitation of Liability. The Corporation shall not be liable for any failure of water supply or other services to be obtained by the Corporation or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or by the owner of any condominium unit, or any other person, or resulting from electricity, water, snow or ice

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which may leak or flow from any portion of the common elements or from any wire, pipe, drain, conduit, appliance or equipment. The Corporation shall not be liable to the owner of any condominium unit 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 common expense assessments, as hereinbefore provided shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements, or to any condominium unit, or from any action taken by the Corporation to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

Assessments and Carrying Charges

Section 1. Annual Assessments and Carrying Charges. Each member shall pay to the Corporation a monthly sum (hereinafter sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth [1/12] of the member's proportionate share of the sum required by the Corporation, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

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

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require.

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The Board of Directors of the Corporation shall make reasonable efforts to fix the amount of the assessment against each condominium unit for each assessment period at least thirty [30] days in advance of such date or period and shall, at that time, prepare a roster of the membership and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix the assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of any condominium unit belonging to him.

Section 2. Special Assessments. In addition to the regular assessments authorized by this Article, the Corporation may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the project, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members representing two-thirds (2/3) of the total value of the project. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least ten [10] days but not more than thirty [30] days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 3. Reserve for Replacements. The Corporation shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the common elements and equipment of the project and for operating contingencies of a non-recurring nature. The amounts required to be allocated to the reserve for replacements may be reduced or suspended by appropriate resolution of the Board of Directors, upon the accumulation in such reserve for replacements of a sum equal to ten percent [10%] of the full replacement value of the condominium project as such full replacement value is annually determined by the Board of Directors for casualty insurance purposes. The proportionate interest of any owner in any reserve for replacements shall be considered an appurtenance of his condominium unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the condominium unit to which it appertains and shall be deemed to be transferred with such condominium unit.

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Section 4. Non-Payment of Assessment. Any assessment levied pursuant to these By-Laws, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the condominium unit or units belonging to the member against whom such assessment is levied and shall bind such condominium unit or units in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns, all in accordance with the provisions of Article 21, § 131, et seq., Annotated Code of Maryland [1957]. The personal obligation of the member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to these By-Laws, or any installment thereof, may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure the same.

Any assessment levied pursuant to the Master Deed or these By-Laws or any installment thereof, which is not paid within five [5] days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed eight percent [8%] per annum and shall, unless waived or forgiven by resolution of the Board of Directors, subject the member obligated to pay the same to the additional payment of a penalty or "late charge" of Three Dollars [\$3.00] per month or such other penalty or "late charge" as the Board may fix, and the Corporation may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the condominium unit or units then belonging to said member in the manner now or hereafter provided for the foreclosures of mortgages, deeds of trust, or other lien on real property in the State of Maryland, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees of not less than twenty percent [20%] of the sum claimed shall be added to the amount of each assessment. The Corporation shall notify the holder of the first mortgage on any condominium unit for which any assessment levied pursuant to these By-Laws becomes delinquent for a period in excess of sixty [60] days and in any other case where the owner of such condominium unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty [30] days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to these By-Laws.

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

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

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Section 6. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to the Master Deed and/or these By-Laws, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of The Board of Directors and be declared due and payable in full, all in accordance with the provisions of Article 21, § 131(d), Annotated Code of Maryland [1957].

Section 7. Priority of Lien. The lien established by this Article and by Article 21, § 131, Annotated Code of Maryland [1957], shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

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

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

Section 8. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any condominium unit in the project shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage [meaning a mortgage with priority over other mortgages] upon such interest made in good faith and for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such condominium unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the condominium unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

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

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages [or the indebtedness secured thereby] not otherwise entitled thereto.

Section 9. Additional Default. Any recorded first mortgage secured on a condominium unit in the project shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to these By-Laws, or any installment thereof, shall likewise be a default in such mortgage [or the indebtedness secured thereby] but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the same

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tion extended to the holder of such mortgage [or the indebtedness secured thereby] by reason of Section 7 or Section 8 of this Article shall not be altered, modified, or diminished by reason of such failure.

Section 10. Definition. As used in these By-Laws, the term "mortgage" shall include deed of trust and the term "holder" or "mortgagor" shall include the party secured by any deed of trust or any beneficiary thereof.

ARTICLE X

Use Restrictions

Section 1. Residential Use. Except for any condominium unit or units which may be designed on the Record Plat for commercial or other non-residential use, all condominium units shall be used for private residential purposes exclusively except for such non-residential uses as may be permitted by the Zoning Ordinance of the City of Rockville, Maryland from time to time. Nothing in this Section, or hereinafter, shall be construed to prohibit the Grantor from the use of any condominium units which Grantor owns for promotional or display purposes as "model apartments" or from leasing any unit or units which Grantor owns except that Grantor shall nevertheless be bound by the provisions of Section 2 of this Article, with respect to any leases entered into by the Grantor subsequent to the recordation hereof.

Section 2. Leasing. No condominium unit within the project shall be rented for transient or hotel purposes or in any event for any period less than four [4] months. No portion of any condominium unit [other than the entire unit] shall be leased for any period. Any owner of any condominium unit who shall lease such unit shall promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the condominium unit shall be subject and subordinate in all respects to the provisions of the Master Deed and these By-Laws and to such rules and regulations relating to the use of the common elements, or other "house rules" as the Board of Directors may from time to time promulgate. The provisions of this subsection shall not apply to any institutional mortgage of any condominium unit who comes into possession of the unit as a result of a foreclosure sale or as a result of any proceeding in lieu of foreclosure. Any and all leases entered into by the Grantor prior to the date of recordation hereof shall not be considered subordinate to the provisions hereof.

Section 3. Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on within the project or within any condominium unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners. No nuisances shall be permitted within the condominium project, nor shall any use or practice be permitted which is or becomes a source of annoyance to the members or which interferes with the peaceful use and possession thereof by the members.

(b) There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements [excepting those areas designated for storage of personal property by the owners of the condominium units] without the approval of the Board of Directors. Vehicle parking upon general common elements may be regulated by the Board of Directors. Parking spaces upon the general common elements may be assigned by the Board of

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Directors for use by the owners of particular condominium units, but only in accordance with the preferences established in Article XIV of these By-Laws.

(c) Nothing shall be done or maintained in any condominium unit or upon any common elements which will increase the rate of insurance on any condominium unit or common elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any condominium unit or upon common elements which would be in violation of any law. No waste shall be committed upon any common elements.

(d) No structural alteration, construction, addition or removal of any condominium unit or common elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.

(e) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon any common elements, except that this shall not prohibit the keeping of a small, orderly dog, cat and/or caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the common areas of the condominium project unless accompanied by an adult and unless they are carried or leashed. Any member who keeps or maintains any pet upon any portion of the condominium project shall be deemed to have indemnified and agreed to hold the Corporation, each of its members and the Grantor 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 project. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises.

(f) Except for such signs as may be posted by the Grantor for safety, traffic control and/or marketing purposes, and except for such signs as may be appropriately necessary for the identification of space within the project which is used for commercial or other non-residential purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any condominium unit or common elements without the prior consent in writing of the Board of Directors and under such conditions as they may establish. The provisions of this subsection shall not be applicable to the institutional holder of any first mortgage which comes into possession of any condominium unit by reason of any remedies provided for in the mortgage, foreclosure of any mortgage or any deed of trust or other proceeding in lieu of foreclosure.

(g) Except as hereinelsewhere provided, no junk or derelict vehicle or other vehicle on which current registration plates are not displayed, trailer, truck, motorcycle, motorbike, scooter, camper, camp truck, house trailer, boat or the like shall be kept upon any of the general common elements except in any area which may be designated for such purposes by the Board of Directors, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the common elements.

(h) Except for areas designated for commercial purposes on the Record Plat, no part of the common elements shall be used for commercial activities of any character. This subsection shall not apply to the use of condominium units by the Grantor for display, marketing, promotional, sales purposes or customer service.

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(h) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any condominium unit or upon any common elements. Trash or garbage containers shall not be permitted to remain in public view. All refuse shall be deposited with care in containers or trash chutes designated for such purpose during such hours as may from time to time be designated by the Board of Directors.

(i) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common elements at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any common elements at any time. No clothing, laundry or the like shall be hung from any part of any condominium unit or from or upon any balcony or patio.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any condominium unit or upon any common elements without the prior written consent of the Board of Directors.

(l) Nothing shall be stored upon any balcony or patio nor shall the cooking or preparation of food be permitted thereon or upon any other portion of the common areas of the project, except with the consent of the Board of Directors.

(m) No member shall engage or direct any employee of the Corporation on any private business of the member during the hours such employee is employed by the Corporation nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Corporation.

(n) There shall be no violation of any rules for the use of the common elements, or other "house rules", which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules.

ARTICLE XI

Architctural Control

Section 1. Architctural Control Committee. Except for the original construction of the condominium units situate within the project by the Grantor and any improvements to any condominium unit or to the common elements accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, landscaping, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, side-walks, curbs, gutters, patios, porches, driveways, walls or to make any change or otherwise alter [including any alteration in color] in any manner whatsoever to the exterior of any condominium unit or upon any of the common elements within the project until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction

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and/or any other proposed form of change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Corporation, or by an architectural control committee designated by it.

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

Section 2. Carpets. In order to maintain sound transmission at a minimum level, each owner of a condominium unit, at his own expense, shall cover at least eighty percent (80%) of the gross floor area of his condominium unit with carpet or rugs.

ARTICLE XII

Insurance

Section 1. Insurance. The Board of Directors shall obtain and maintain, to the extent available, at least the following:

(a) Casualty or physical damage insurance in an amount equal to the full replacement value (i. e., 100% of "replacement cost") of the condominium project with an "agreed amount" endorsement and a "condominium replacement cost" endorsement, without deduction or allowance for depreciation, (as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage), such coverage to afford protection against at least the following:

- (i) loss or damage by fire or other hazards covered by the standard extended coverage endorsement together with coverage for common expenses with respect to condominium units during any period of repair or reconstruction;
- (ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, water damage, machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and

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(b) Public liability insurance in such amounts and in such form as may be considered appropriate by the Board of Directors, including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile and any and all other liability incident to the ownership and/or use of the condominium project or any portion thereof; and

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

(d) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written with a company or companies licensed to do business in the State of Maryland and holding a rating of "A + AANA" or better in Best's Insurance Guide.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative, including any trustee with which the Corporation may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be hereinelsewhere referred to as the "Insurance Trustee".

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the condominium units or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Corporation pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty [30] days' prior written notice to any and all insureds named thereon, including any and all mortgagees of the condominium units.

(e) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors [or any Insurance Trustee] or when in conflict with the provisions of these By-Laws or the provisions of Article 21, § 135 of the Annotated Code of Maryland [1957].

(f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Corporation, the Board of Directors, the owner of any condominium unit and/or their respective agents, employees or invitees, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

Section 3. Individual Policies - Recommendation of Grantor. The owner of any condominium unit [including the holder of any mortgage thereon] may obtain additional insurance [including a "condominium unit-owner's endorsement" for

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Improvements and betterments to the condominium unit made or acquired at the expense of the owner) at his own expense. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 2(f) of this Article. The Grantor recommends that each owner of a condominium unit in the project obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Tenant's Homeowners Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the condominium unit, additional living expense, plate glass damage, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit-owner's endorsement" covering losses to improvements and betterments to the condominium unit made or acquired at the expense of the owner.

Section 4. Endorsements, etc. The Board of Directors, at the request of any owner of any condominium unit in the project or at the request of the mortgagee of any such condominium unit, shall promptly obtain and forward to such owner or mortgagee (a) an endorsement to any of the policies aforementioned in this Article XII showing the interest of such owner or mortgagee as it may appear; and (b) certificates of insurance relating to any of such policies; and (c) copies of any such policies, duly certified by the insurer or its duly authorized agent.

ARTICLE XIII

Casualty Damage - Reconstruction or Repair

Section 1. Use of Insurance Proceeds. In the event of damage or destruction by fire or other casualty the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any casualty not herein required to be insured against, then the repair or reconstruction of the damaged common elements shall be accomplished promptly by the Corporation at its common expense and the repair or reconstruction of any condominium unit shall be accomplished promptly by the Corporation at the expense of the owner of the affected condominium unit. The ratable share of the expense of such repair or reconstruction may be assessed and the lien for the same shall have all the priorities provided for in Article IX of these By-Laws.

Section 3. Restoration Not Required. In the event more than two-thirds (2/3) of the entire project is substantially damaged or destroyed by fire or other casualty and the members do not promptly and unanimously resolve to proceed with repair or reconstruction, then and in that event the project shall be deemed to be owned in common by the owners of all of the condominium units in the same proportions as that previously established for ownership of appurtenant undivided interests

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In the common elements and the project shall be subject to an action for partition at the suit of the owner of any condominium unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Corporation or its members in common, shall be considered as one fund and shall be divided among the owners of all the condominium units in the same proportion as that previously established for ownership of appurtenant undivided interests in the common elements, after first paying out of the share of the owner of any condominium unit, to the extent such share is sufficient for the purpose, all liens upon said condominium unit.

ARTICLE XIV

Parking

Section 1. General Requirements. All parking areas within the condominium project shall be considered part of the general common elements. Parking shall be regulated by the Board of Directors and parking spaces shall initially be assigned by the Grantor and thereafter by the Board of Directors. No member shall make use of any parking space other than the space assigned to his condominium unit by the Board of Directors without the express written consent of both the member to whom such space has been assigned and the Board of Directors nor shall any member invite, encourage or permit the use by his guests of parking spaces assigned to condominium units other than his own. No vehicle belonging to any member, or to any guest or employee or any member, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any parking space assigned to any other member. Nothing shall be stored upon any parking space nor shall the same be permitted to accumulate trash or debris. Each member shall comply in all respects with such supplementary rules and regulations which are not inconsistent with the provisions of these By-Laws which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the condominium project and the Board of Directors is hereby, and elsewhere in these By-Laws, authorized to adopt such rules and regulations.

Section 2. Preferences. In connection with the assignment of parking spaces by the Grantor and/or the Board of Directors, the following preferences shall be observed whenever possible and practicable:

(a) except for Units 118-201, 118-211, 118-301, 118-311, 118-401, 118-411, 118-501, 118-511, 118-601, 11-611, 118-701, 118-711, 118-801, 118-811, 118-901, 118-911, 118-1001, 118-1011, 118-1101, 118-1111, 118-1201, 118-1211, 118-1301, 118-1311, 118-1401, and 118-1411, condominium units in Building Nos. 118, 4, 10, 12, 14, 100, 102, 104, 106 and 108, as designated on the Record Plat, shall be preferred to assignment to the underground parking structure; and

(b) condominium units in Building Nos. 6, 8, 16, 18, 20, 22, 146, 148, 150, 124, 122, 120, 126, 128, 130, 132, 134, 136, 138, 140, 142 and 144, as designated on the Record Plat, shall be preferred for assignment to covered, surface parking spaces; and

(c) condominium units in Building Nos. 110, 112, 114 and the following condominium units in Building No. 118, i.e., 118-201, 118-211, 118-301, 118-311, 118-401, 118-411, 118-501, 118-511, 118-601, 118-811,

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118-701, 118-711, 118-801, 118-811, 118-901, 118-911, 118-1001, 118-1011, 118-1101, 118-1111, 118-1201, 118-1211, 118-1301, 118-1311, 118-1401 and 118-1411 shall be preferred to assignment to uncovered, surface parking spaces.

The Board of Directors shall make reasonable efforts to reassign parking spaces in reasonable proximity to the condominium unit to which each such space is assigned and to make reasonable adjustments to accommodate the elderly and handicapped.

ARTICLE XV

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January every year, except for the first fiscal year of the Corporation which shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

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

Section 3. Auditing. At the close of each fiscal year, the books and records of the Corporation shall be audited by an independent Certified Public Accountant selected by the Board of Directors whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Corporation shall furnish its members with an annual financial statement, including the income and disbursements of the Corporation, and the Corporation shall furnish copies of the same to the institutional holder of any first mortgages on any condominium unit in the project who may request the same.

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

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

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Section 6. Seal. The Board of Directors shall provide a suitable corporate seal containing the name of the Corporation, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE XVI

Amendments

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of members representing two-thirds (2/3) of the total value of the condominium project at any meeting of the members duly called for such purpose in accordance with the provisions of Article 21, § 126(f) of the Annotated Code of Maryland [1957], effective only upon the recordation among the Land Records for Montgomery County, Maryland, of an amendment to the By-Laws attached as "EXHIBIT B" to the Master Deed setting forth such amendments to these By-Laws and only after thirty [30] days' prior written notice to the institutional holders of all first mortgages on the condominium units in the project. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least thirty percent [30%] of the total value of the condominium project. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

ARTICLE XVII

Mortgages - Notice

Section 1. Notice to Board of Directors. Any owner of any condominium unit in the condominium project who mortgages such unit shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages. Any failure to give such notice shall not affect the validity or priority of such mortgage and the protection extended to the holder of such mortgage [or the indebtedness secured thereby] by reason of the provisions of Section 7 or Section 8 of Article IX of these By-Laws shall not be altered, modified or diminished by reason of such failure.

Section 2. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees, and the term "mortgage" shall include a deed of trust. As used generally in these By-Laws, the term "institutional holder" or "institutional mortgagee" shall include banks, trust companies, insurance companies, savings and loan associations, pension funds and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof.

ARTICLE XVIII

Supplemental Enforcement of Lien

Section 1. Supplemental Enforcement of Lien. In addition to proceeding at law or in equity for the enforcement of the lien established by the Master

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Deed, these By-Laws, or by Article 21, § 117A, et seq., Annotated Code of Maryland [1957], all of the owners of condominium units in the condominium project may be required by the Grantor or the Board of Directors, to execute bonds conditioned upon the faithful performance and payment of the installments of the lien established thereby and may likewise be required to secure the payment of such obligations by a Declaration in Trust recorded among the Land Records for Montgomery County, Maryland granting unto a Trustee or Trustees appropriate powers to the end that, upon default in the performance of such bond said Declaration in Trust may be foreclosed by said Trustee or Trustees, acting at the direction of the Management Agent or the Board of Directors. In the event any such bonds have been executed and such Declaration in Trust is recorded, then any subsequent purchaser of a condominium unit in the condominium project shall take title subject thereto and shall assume the obligations therein provided for.

ARTICLE XIX

Compliance - Interpretation - Miscellaneous

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of Article 21, § 117A through and including § 142, Annotated Code of Maryland [1957].

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Master Deed and to the provisions of Article 21, § 117A through and including § 142, Annotated Code of Maryland [1957]. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Master Deed or the aforesaid statute. In the event of any conflict between these By-Laws and the Master Deed, the provisions of the Master Deed shall control; and in the event of any conflict between the aforesaid Master Deed and Article 21, § 117A through and including § 142, Annotated Code of Maryland [1972], the provisions of the statute shall control.

Section 3. Resident Agent. Robert B. Friedman, of 1400 Spring Street, Silver Spring, Montgomery County, Maryland 20910, shall be designated as the person authorized to accept service or process in any action relating to two or more condominium units or to the common elements as authorized under Article 21, § 138, Annotated Code of Maryland [1957].

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

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

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

McKEEVER & FITZPATRICK
ONE HUNGRYHORSE DRIVE
ROCKVILLE, MD. 20850
(301) 761-1600

6-1-72
7-18-72
9-5-72

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

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

LAW OFFICES
OF
MCKELVEN & FITZPATRICK
242 SQUARE 148 COURT
ROCKVILLE, MD. 20850
(301) 763-1600

9-6-72

Americana Centre Condominium

118 MONROE STREET/ROCKVILLE, MD 20850
PHONE (301) 340-0700

October 31, 1981

AMENDMENTS TO EXHIBIT "C"

OF THE MASTER DEED AND BY-LAWS

DATED 10/18/72 LIBER 4288 FOLIO 443

AMENDMENTS RECORDED OCTOBER 13th, 1981

CLERK'S OFFICE MONTGOMERY COUNTY, MD.

ROCKVILLE, MD. 20850

LIBER 5780 FOLIOS 412, 413, 414, 415 and 416

These Amendments were adopted and approved by the Board of Directors of Americana Centre Condominium, Inc. as required by Section 11-107, Horizontal Property Act, Title 11, Real Property Vol., Annotated Code of Maryland on October 9th, 1981.

UNIT NO.	UNIT OWNERSHIP CHANGED FROM	UNIT OWNERSHIP CHANGED TO
118-105	.00171073	.00137687
118-105A	-0-	.00074027
118-106	.00065318	-0-
118-107	.00171073	.00261275
4-106	<u>.00065318</u> <u>.00472782</u>	<u>-0-</u> <u>.00472989</u>
CORRECTION OF ORIGINAL MASTER DEED ERROR	<u>.00000207</u> <u>.00472989</u>	<u>-0-</u> <u>.00472989</u>

NOTE: This Amendment to Exhibit "C" is provided for attachment to your copy of

AMERICANA CENTRE
PLAT AND PLAN OF CONDOMINIUM
MASTER DEED AND BY-LAWS

Insert immediately following page 26.

MANAGEMENT OFFICE

108 MONROE STREET APT. 102 PHONE (301) 340-7770

THE UNIVERSITY OF CHICAGO
LIBRARY

1234

1950

THE UNIVERSITY OF CHICAGO
LIBRARY
1234
1950

THE UNIVERSITY OF CHICAGO
LIBRARY
1234
1950

LINE 4288 FILE 477

"EXHIBIT C"

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
118-102	42,000.00	.00261275
118-103	38,000.00	.00236391
118-104	38,000.00	.00236391
118-105	27,500.00	.00171073
118-106	10,500.00	.00065318
118-107	27,500.00	.00171073
118-108	38,000.00	.00236391
118-109	38,000.00	.00236391
118-110	42,000.00	.00261275
118-201	27,000.00	.00167962
118-202	42,000.00	.00261275
118-203	38,000.00	.00236391
118-204	38,000.00	.00236391
118-205	42,000.00	.00261275
118-206	38,000.00	.00236391
118-207	42,000.00	.00261275
118-208	38,000.00	.00236391
118-209	38,000.00	.00236391
118-210	42,000.00	.00261275
118-211	27,000.00	.00167962
118-301	27,000.00	.00167962
118-302	42,000.00	.00261275
118-303	38,000.00	.00236391
118-304	38,000.00	.00236391
118-305	42,000.00	.00261275

"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
118-307	42,000.00	.00261275
118-308	38,000.00	.00236391
118-309	38,000.00	.00236391
118-310	42,000.00	.00261275
118-311	27,000.00	.00167962
118-401	27,000.00	.00167962
118-402	42,000.00	.00261275
118-403	38,000.00	.00236391
118-404	38,000.00	.00236391
118-405	42,000.00	.00261275
118-406	38,000.00	.00236391
118-407	42,000.00	.00261275
118-408	38,000.00	.00236391
118-409	38,000.00	.00236391
118-410	42,000.00	.00261275
118-411	27,000.00	.00167962
118-501	27,000.00	.00167962
118-502	42,000.00	.00261275
118-503	38,000.00	.00236391
118-504	38,000.00	.00236391
118-505	42,000.00	.00261275
118-506	38,000.00	.00236391
118-507	42,000.00	.00261275

"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
118-508	38,000.00	.00236391
118-509	38,000.00	.00236391
118-510	42,000.00	.00261275
118-511	27,000.00	.00167962
118-601	27,000.00	.00167962
118-602	42,000.00	.00261275
118-603	38,000.00	.00236391
118-604	38,000.00	.00236391
118-605	42,000.00	.00261275
118-606	38,000.00	.00236391
118-607	42,000.00	.00261275
118-608	38,000.00	.00236391
118-609	38,000.00	.00236391
118-610	42,000.00	.00261275
118-611	27,000.00	.00167962
118-701	27,000.00	.00167962
118-702	42,000.00	.00261275
118-703	38,000.00	.00236391
118-704	38,000.00	.00236391
118-705	42,000.00	.00261275
118-706	38,000.00	.00236391
118-707	42,000.00	.00261275
118-708	38,000.00	.00236391

"EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
118-709	38,000.00	.00236391
118-710	42,000.00	.00261275
118-711	27,000.00	.00167962
118-801	27,000.00	.00167962
118-802	42,000.00	.00261275
118-803	38,000.00	.00236391
118-804	38,000.00	.00236391
118-805	42,000.00	.00261275
118-806	38,000.00	.00236391
118-807	42,000.00	.00261275
118-808	38,000.00	.00236391
118-809	38,000.00	.00236391
118-810	42,000.00	.00261275
118-811	27,000.00	.00167962
118-901	27,000.00	.00167962
118-902	42,000.00	.00261275
118-903	38,000.00	.00236391
118-904	38,000.00	.00236391
118-905	42,000.00	.00261275
118-906	38,000.00	.00236391
118-907	42,000.00	.00261275
118-908	38,000.00	.00236391
118-909	38,000.00	.00236391

"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
118-910	42,000.00	.00261275
118-911	27,000.00	.00167962
118-1001	27,000.00	.00167962
118-1002	42,000.00	.00261275
118-1003	38,000.00	.00236391
118-1004	38,000.00	.00236391
118-1005	42,000.00	.00261275
118-1006	38,000.00	.00236391
118-1007	42,000.00	.00261275
118-1008	38,000.00	.00236391
118-1009	38,000.00	.00236391
118-1010	42,000.00	.00261275
118-1011	27,000.00	.00167962
118-1101	27,000.00	.00167962
118-1102	42,000.00	.00261275
118-1103	38,000.00	.00236391
118-1104	38,000.00	.00236391
118-1105	42,000.00	.00261275
118-1106	38,000.00	.00236391
118-1107	42,000.00	.00261275
118-1108	38,000.00	.00236391
118-1109	38,000.00	.00236391
118-1110	42,000.00	.00261275

"EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
118-1111	27,000.00	.00167962
118-1201	27,000.00	.00167962
118-1202	42,000.00	.00261275
118-1203	38,000.00	.00236391
118-1204	38,000.00	.00236391
118-1205	42,000.00	.00261275
118-1206	38,000.00	.00236391
118-1207	42,000.00	.00261275
118-1208	38,000.00	.00236391
118-1209	38,000.00	.00236391
118-1210	42,000.00	.00261275
118-1211	27,000.00	.00167962
118-1301	27,000.00	.00167962
118-1302	42,000.00	.00261275
118-1303	38,000.00	.00236391
118-1304	38,000.00	.00236391
118-1305	42,000.00	.00261275
118-1306	38,000.00	.00236391
118-1307	42,000.00	.00261275
118-1308	38,000.00	.00236391
118-1309	38,000.00	.00236391
118-1310	42,000.00	.00261275
118-1311	27,000.00	.00167962

"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
118-1401	27,000.00	.00167962
118-1402	42,000.00	.00261275
118-1403	38,000.00	.00236391
118-1404	38,000.00	.00236391
118-1405	42,000.00	.00261275
118-1406	38,000.00	.00236391
118-1407	42,000.00	.00261275
118-1408	38,000.00	.00236391
118-1409	38,000.00	.00236391
118-1410	42,000.00	.00261275
118-1411	27,000.00	.00167962

"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
4-102	42,000.00	.00261275
4-103	38,000.00	.00236391
4-104	38,000.00	.00236391
4-105	42,000.00	.00261275
4-106	10,500.00	.00065318
4-107	42,000.00	.00261275
4-108	38,000.00	.00236391
4-109	38,000.00	.00236391
4-110	42,000.00	.00261275
4-201	27,000.00	.00167962
4-202	42,000.00	.00261275
4-203	38,000.00	.00236391
4-204	38,000.00	.00236391
4-205	42,000.00	.00261275
4-206	38,000.00	.00236391
4-208	38,000.00	.00236391
4-209	38,000.00	.00236391
4-210	42,000.00	.00261275
4-211	27,000.00	.00167962
4-301	27,000.00	.00167962
4-302	42,000.00	.00261275
4-303	38,000.00	.00236391
4-304	38,000.00	.00236391

"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
4-305	42,000.00	.00261275
4-306	38,000.00	.00236391
4-308	38,000.00	.00236391
4-309	38,000.00	.00236391
4-310	42,000.00	.00261275
4-311	27,000.00	.00167962
4-401	27,000.00	.00167962
4-402	42,000.00	.00261275
4-403	38,000.00	.00236391
4-404	38,000.00	.00236391
4-405	42,000.00	.00261275
4-406	38,000.00	.00236391
4-407	42,000.00	.00261275
4-408	38,000.00	.00236391
4-409	38,000.00	.00236391
4-410	42,000.00	.00261275
4-411	27,000.00	.00167962
4-501	27,000.00	.00167962
4-502	42,000.00	.00261275
4-503	38,000.00	.00236391
4-504	38,000.00	.00236391
4-505	42,000.00	.00261275

"EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
4-506	38,000.00	.00236391
4-507	42,000.00	.00261275
4-508	38,000.00	.00236391
4-509	38,000.00	.00236391
4-510	42,000.00	.00261275
4-511	27,000.00	.00167962
4-601	27,000.00	.00167962
4-602	42,000.00	.00261275
4-603	38,000.00	.00236391
4-604	38,000.00	.00236391
4-605	42,000.00	.00261275
4-606	38,000.00	.00236391
4-607	42,000.00	.00261275
4-608	38,000.00	.00236391
4-609	38,000.00	.00236391
4-610	42,000.00	.00261275
4-611	27,000.00	.00167962
4-701	27,000.00	.00167962
4-702	42,000.00	.00261275
4-703	38,000.00	.00236391
4-704	38,000.00	.00236391
4-705	42,000.00	.00261275
4-706	38,000.00	.00236391

* EXHIBIT C* (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
4-707	42,000.00	.00261275
4-708	38,000.00	.00236391
4-709	38,000.00	.00236391
4-710	42,000.00	.00261275
4-711	27,000.00	.00167962
4-801	27,000.00	.00167962
4-802	42,000.00	.00261275
4-803	38,000.00	.00236391
4-804	38,000.00	.00236391
4-805	42,000.00	.00261275
4-806	38,000.00	.00236391
4-807	42,000.00	.00261275
4-808	38,000.00	.00236391
4-809	38,000.00	.00236391
4-810	42,000.00	.00261275
4-811	27,000.00	.00167962
4-901	27,000.00	.00167962
4-902	42,000.00	.00261275
4-903	38,000.00	.00236391
4-904	38,000.00	.00236391
4-905	42,000.00	.00261275
4-906	38,000.00	.00236391
4-907	42,000.00	.00261275

"EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
4-908	38,000.00	.00236391
4-909	38,000.00	.00236391
4-910	42,000.00	.00261275
4-911	27,000.00	.00167962
4-1001	27,000.00	.00167962
4-1002	42,000.00	.00261275
4-1003	38,000.00	.00236391
4-1004	38,000.00	.00236391
4-1005	42,000.00	.00261275
4-1006	38,000.00	.00236391
4-1007	42,000.00	.00261275
4-1008	38,000.00	.00236391
4-1009	38,000.00	.00236391
4-1010	42,000.00	.00261275
4-1011	27,000.00	.00167962
4-1101	27,000.00	.00167962
4-1102	42,000.00	.00261275
4-1103	38,000.00	.00236391
4-1104	38,000.00	.00236391
4-1105	42,000.00	.00261275
4-1106	38,000.00	.00236391
4-1107	42,000.00	.00261275
4-1108	38,000.00	.00236391

"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
4-1109	38,000.00	.00236391
4-1110	42,000.00	.00261275
4-1111	27,000.00	.00167962
4-1201	27,000.00	.00167962
4-1202	42,000.00	.00261275
4-1203	38,000.00	.00236391
4-1204	38,000.00	.00236391
4-1205	42,000.00	.00261275
4-1206	38,000.00	.00236391
4-1207	42,000.00	.00261275
4-1208	38,000.00	.00236391
4-1209	38,000.00	.00236391
4-1210	42,000.00	.00261275
4-1211	27,000.00	.00167962
4-1301	27,000.00	.00167962
4-1302	42,000.00	.00261275
4-1303	38,000.00	.00236391
4-1304	38,000.00	.00236391
4-1305	42,000.00	.00261275
4-1306	38,000.00	.00236391
4-1307	42,000.00	.00261275
4-1308	38,000.00	.00236391
4-1309	38,000.00	.00236391
4-1310	42,000.00	.00261275
4-1311	27,000.00	.00167962

"EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
6-101	40,500.00	.00251944
6-102	29,000.00	.00180404
6-201	40,500.00	.00251944
6-202	36,000.00	.00223950
6-301	40,500.00	.00251944
6-302	36,000.00	.00223950
8-101	40,500.00	.00251944
8-102	29,000.00	.00180404
8-201	40,500.00	.00251944
8-202	36,000.00	.00223950
8-301	40,500.00	.00251944
8-302	36,000.00	.00223950
10-101	40,500.00	.00251944
10-201	40,500.00	.00251944
10-202	36,000.00	.00223950
10-301	40,500.00	.00251944
10-302	36,000.00	.00223950
12-101	29,000.00	.00180404
12-102	40,500.00	.00251944
12-201	36,000.00	.00223950
12-202	40,500.00	.00251944
12-301	36,000.00	.00223950
12-302	40,500.00	.00251944

"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
14-102	40,500.00	.00251944
14-201	36,000.00	.00223950
14-202	40,500.00	.00251944
14-301	36,000.00	.00223950
14-302	40,500.00	.00251944
16-101	40,500.00	.00251944
16-102	40,500.00	.00251944
16-201	40,500.00	.00251944
16-202	42,500.00	.00264385
16-301	40,500.00	.00251944
16-302	42,500.00	.00264385
18-101	40,500.00	.00251944
18-102	29,000.00	.00180404
18-201	40,500.00	.00251944
18-202	36,000.00	.00223950
18-301	40,500.00	.00251944
18-302	36,000.00	.00223950
20-101	40,500.00	.00251944
20-102	29,000.00	.00180404
20-201	40,500.00	.00251944
20-202	36,000.00	.00223950
20-301	40,500.00	.00251944
20-302	36,000.00	.00223950

"EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
22-101	29,000.00	.00180404
22-102	40,500.00	.00251944
22-201	36,000.00	.00223950
22-202	40,500.00	.00251944
22-301	36,000.00	.00223950
22-302	40,500.00	.00251944
100-101	29,000.00	.00180404
100-102	40,500.00	.00251944
100-201	36,000.00	.00223950
100-202	40,500.00	.00251944
100-301	36,000.00	.00223950
100-302	40,500.00	.00251944
102-101	40,500.00	.00251944
102-102	29,000.00	.00180404
102-201	40,500.00	.00251944
102-202	36,000.00	.00223950
102-301	40,500.00	.00251944
102-302	36,000.00	.00223950
104-101	40,500.00	.00251944
104-102	29,000.00	.00180404
104-201	40,500.00	.00251944
104-202	36,000.00	.00223950
104-301	40,500.00	.00251944

"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
104-302	36,000.00	.00223950
106-102	40,500.00	.00251944
106-201	36,000.00	.00223950
106-202	40,500.00	.00251944
106-301	36,000.00	.00223950
106-302	40,500.00	.00251944
108-101	40,500.00	.00251944
108-102	40,500.00	.00251944
108-201	40,500.00	.00251944
108-202	42,500.00	.00264385
108-301	40,500.00	.00251944
108-302	42,500.00	.00264385
110-101	40,500.00	.00251944
110-102	40,500.00	.00251944
110-201	42,500.00	.00264385
110-202	40,500.00	.00251944
110-301	42,500.00	.00264385
110-302	40,500.00	.00251944
112-101	40,500.00	.00251944
112-201	40,500.00	.00251944
112-202	36,000.00	.00223950
112-301	40,500.00	.00251944
112-302	36,000.00	.00223950

"EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
114-101	40,500.00	.00251944
114-102	40,500.00	.00251944
114-201	40,500.00	.00251944
114-202	42,500.00	.00264385
114-301	40,500.00	.00251944
114-302	42,500.00	.00264385
120-101	40,500.00	.00251944
120-102	29,000.00	.00180404
120-201	40,500.00	.00251944
120-202	36,000.00	.00223950
120-301	40,500.00	.00251944
120-302	36,000.00	.00223950
122-101	29,000.00	.00180404
122-102	40,500.00	.00251944
122-201	36,000.00	.00223950
122-202	40,500.00	.00251944
122-301	36,000.00	.00223950
122-302	40,500.00	.00251944
124-102	29,000.00	.00180404
146-101	29,000.00	.00180404
148-101	40,500.00	.00251944
148-102	29,000.00	.00180404
148-201	40,500.00	.00251944

"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
148-202	36,000.00	.00223950
148-301	40,500.00	.00251944
148-302	36,000.00	.00223950
150-101	40,500.00	.00251944
150-102	40,500.00	.00251944
150-201	40,500.00	.00251944
150-202	42,500.00	.00264385
150-301	40,500.00	.00251944
150-302	42,500.00	.00264385
126-126	49,000.00	.00304821
128-128	49,000.00	.00304821
130-130	49,000.00	.00304821
132-132	49,000.00	.00304821
134-134	49,000.00	.00304821
136-136	49,000.00	.00304821
138-138	49,000.00	.00304821
140-140	49,000.00	.00304821
142-142	49,000.00	.00304821
144-144	49,000.00	.00304821

* This percentage is also determinative of voting rights and common expenses.

<p>1857</p>	<p>...</p>	<p>...</p>	<p>RECEIVED THIS 18th DAY OF OCTOBER 1857 BY THE CLERK OF THE COURT IN THE CASE OF THE LADY RECORDS OF MONTGOMERY COUNTY, MD. AND DAVID REX <i>James M. Smith</i> Clerk</p> <p><i>mail</i></p> <p>SHAYLER, MCKEEVEE AND FITZPATRICK 342 BURGESS COURT ROCKVILLE, MARYLAND 20850</p>
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LIBER 5674 FOLIO 679

1981 MAR 26 PM 2:28

CLERK'S OFFICE
MONTGOMERY COUNTY, MD

CERTIFICATE OF AMENDMENT OF BY-LAWS
AMERICANA CENTRE CONDOMINIUM, INC.

This is to certify that the By-Laws of Americana Centre Condominium, Inc., a condominium formed pursuant to the Horizontal Property Act of the State of Maryland, as established pursuant to a Condominium Master Deed from Rockville Renewal Associates by Carl M. Freeman Associates, Inc., dated September 20, 1972, and recorded among the Land Records of Montgomery County, Maryland, in Liber 4288 Folio 433, at seq., and pursuant to the plats referred to in said Condominium Master Deed and recorded in Condominium Plat Book 5, at Plat 427, at seq., among the aforesaid Land Records, were duly amended at the Annual Meeting of Membership held May 28, 1980; that said meeting was duly called pursuant to all requirements and notice so as to permit said Amendment of the By-Laws; that said Amendment was duly adopted at said meeting in accordance with all requirements for adoption of an amendment to said By-Laws; that the entry from the Minutes of said meeting amending such By-Laws are attached hereto as "Exhibit I" is a true and complete copy of the amendments so adopted; and that attached hereto as "Exhibit II" is a certificate of the person appointed to count, and inspect the counting of the votes at the Meeting of the Council of Unit Owners; that the Amendment was approved by Unit Owners having the percent of votes required by the By-Laws and in Section 11-104 of the Horizontal Property Act.

MAR 26 1981 PAID 2 50 CLK.G.F.H.C. MSC--ECK 16.00

LIBER 5674 FOLIO 680

IN WITNESS WHEREOF, we have hereunto set our hands
this 25th day of March, 1981.

AMERICANA CENTRE
CONDOMINIUM, INC.

John L. Milanesi
John L. Milanesi,
President

Laura V. Ingram
Laura V. Ingram
Secretary

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

On this 25th day of MARCH, 1981, before me,
the undersigned officer, personally appeared JOHN L. MILANESE
and LAURA V. INGRAM, who acknowledged themselves to be the
President and Secretary, respectively of Americana Centre
Condominium, Inc., a corporation, and they, as such President
and Secretary, being authorized so to do, executed the
foregoing instrument for the purposes therein contained, by
signing the name of the corporation by themselves as President
and Secretary.

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

Andalee Conway
Notary Public

My Commission Expires: 7/1/82



OATH OF INSPECTOR

Americana Center Condominium, Inc.

STATE OF MARYLAND)

COUNTY OF MONTGOMERY), to wit:

The undersigned, MARY GORDON MALLOY, duly appointed inspector of election of the Americana Centre Condominium, Inc., as counter and inspector, being duly sworn, does hereby solemnly swear that she fairly and impartially performed her duty as inspector of election at the election held on May 28, 1980, for the election of new directors of the association and for the amendment of By-Laws of the association, and has faithfully and diligently counted and inspected the votes cast at such election and honestly and truthfully reported the results which set forth the following percentage of approval for the amendments:

Amendment No. 1: .78208309

Amendment No. 2: .75364649

Amendment No. 3: .78970289

Amendment No. 4: .78705918

Mary Gordon Malloy
MARY GORDON MALLOY,
Inspector

Subscribed and sworn to before me this 25th day of March, 1981.

Shirley McConell
NOTARY PUBLIC

My Commission Expires



LAW OFFICES
MELFANO, STEIN
SPERLING & BENNETT, P.A.
2311 - 17 MIDDLE LANE
ROCKVILLE, MARYLAND 20850

436-0115

AMERICANA CENTRE CONDOMINIUM, INC.

AMENDMENTS TO THE BY-LAWS

Amendment No. 1.

Section 5 of Article V, Directors, to read as follows:

Section 5 of Article V, Election and Term of Office. The term of the Directors named herein and in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. At the first annual meeting of members, the term of office of the Director receiving the greatest number of votes shall be fixed for three years. The term of office of the Director receiving the second greatest number of votes shall be fixed at two years and the term of office of the other Director or Directors shall be fixed at one year. At the fifth annual meeting of the members, the term of office of the three Directors receiving the greatest number of votes shall be fixed at three years. The term of office of the Director receiving the fourth greatest number of votes shall be fixed at two years and the term of office of the other Director shall be fixed at one year. Thereafter, at the expiration of the term of office of each respective Director, his or her successor shall be elected to serve a term of three years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Amendment No. 2.

Section 8 of Article IV, Meeting of Members to read as follows:

Section 8 of Article IV, Proxies. A member may appoint any other member or the Secretary of the Corporation to vote his or her proxy. The Corporation shall deliver a blank proxy to each owner not less than 30 days before each annual meeting or 10 days before each special meeting. Proxies must be in writing and must be filed with the Secretary prior to the appointed time of each meeting. The form of proxies must comply with the laws of the State of Maryland.

Amendment No. 3.

Section 1 of Article V, Directors, to read as follows:

Section 1 of Article V, Number and Qualifications. The affairs of the Corporation shall be governed by a Board of Directors composed of at least three natural persons and not more than seven natural persons, all of whom shall be owners.

Amendment No. 4.

Section 2 of Article VII, Liability and Indemnification of Officers and Directors, to read as follows:

Section 2 of Article VII. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith with a view to the interests of the Corporation and the condominium project. Any contract or other transaction between the Corporation and one or more of its Directors, or between the Corporation and any corporation, firm, or association in which one or more of the Directors of this Corporation are Directors or Officers or are pecuniarily or otherwise interested, shall be subject to the following provisions:

- (1) The common or interested Director, or Directors, shall make such interest known to all members of the Board of Directors; and
- (2) The common or interested Director, or Directors, shall absent themselves from any portion of any meeting of the Board of Directors, or any committee thereof, which discusses, approves, authorizes, or ratifies such contract; and
- (3) The common or interested Director, or Directors, are not permitted to vote for such contracts or transactions.

If any contract, or transaction, is entered into in violation of (1), (2), and/or (3) above, such contract shall be void or voidable.

LIBER 7687 FOLIO 297

AM-12-01

PARCEL IDENTIFIER-4-247-1574163

AMENDMENT TO THE BY-LAWS OF
AMERICANA CENTRE CONDOMINIUM, INC.

This Amendment to the By-Laws of Americana Centre Condominium, Inc., is made this 21 day of NOVEMBER, 1986, by the unit owners of Americana Centre Condominium, Inc. acting as the Council of Unit Owners of Americana Centre Condominium, Inc., in accordance with the provisions of the Maryland Condominium Act, Maryland Real Property Code Annotated, Title 11-101 et seq., as amended (hereinafter referred to as the "Maryland Condominium Act").

MISC. 30.00
MISC. 50.00
FEE 30.00
MAY 11 1987

WITNESSETH:

WHEREAS, by execution and recordation of the Master Deed of Americana Centre Condominium, Inc., dated September 20, 1972, and recorded among the Land Records of Montgomery County, Maryland, in Liber 4288 Folio 433, et seq., along with the By-Laws attached thereto, and pursuant to the plats referred to in said Condominium Master Deed and recorded in Condominium Plat Book 5, at Plat 427, et seq., among aforesaid Land Records, the Rockville Renewal Associates, limited partnership did subject to the condominium form ownership under the provisions of the Maryland Condominium Act, Maryland Real Property Code Annotated, Title 11-101 et seq., as amended, all that property described in said Master Deed; and

RECORDED
MAY 11 PM 2:36

30
LAW OFFICES
KAPLAN, KAPLAN
& STEELMAN
1100 TOWNES DRIVE
BALTIMORE, MARYLAND 21202
1300 750 2000

CRH

LIBER 7687 FOLIO 298

WHEREAS, in accordance with the terms of the Maryland Condominium Act and as specified in the aforementioned Master Deed for Americana Centre Condominium, Inc., the affairs of Americana Centre Condominium, Inc., are governed by a Council of Unit Owners comprised of all unit owners; and

WHEREAS, in accordance with the Maryland Condominium Act, as amended, and the provisions of the By-Laws of Americana Centre Condominium, Inc., attached to the aforesaid Master Deed for Americana Centre Condominium, Inc., the aforesaid By-Laws of Americana Centre Condominium, Inc., may be amended by the affirmative vote of unit owners representing at least two-thirds (2/3) of the total value of the Condominium at a meeting of the Council of Unit Owners as set forth in said Master Deed and the By-Laws of the Americana Centre Condominium, Inc.; and

WHEREAS, on the 9th day of July, 1986 and continuing on the 24th day of September, 1986, the Council of Unit Owners of Americana Centre Condominium, Inc, did meet in accordance with the Maryland Condominium Act and the aforesaid Master Deed of Americana Centre Condominium, Inc, and By-Laws of Americana Centre Condominium, Inc., for the purpose of voting upon an amendment to said By-Laws; and

WHEREAS, at said meeting the Amended By-Laws of the Americana Centre Condominium, Inc., attached hereto were approved by the affirmative vote of unit owners representing at least two-thirds (2/3) of the total value of the

LAW OFFICES
KAPLAN, KAPLAN
& SYEELMAN
ATTORNEYS AT LAW
1000 PENNSYLVANIA AVENUE
N.W.
WASHINGTON, D.C. 20004
202-331-1000

LISER 7687 FOLIO 299

Condominium, as attested to by the certificate of the Election Inspectors of the Americana Centre Condominium, Inc., Council of Unit Owners filed herewith and incorporated herein by reference; and

WHEREAS, an Amendment to the aforesaid By-Laws of Americana Centre Condominium, Inc., as amended, shall be entitled to be recorded, under the provisions of Section 11-104 of the Maryland Condominium Act if accompanied by a certificate of the person specified in the aforesaid By-Laws to count votes at the meeting of the Council of Unit Owners at which the amendment was approved by Unit Owners having the required percentage of the votes of the Council of Unit Owners;

NOW, THEREFORE, the By-Laws of Americana Centre Condominium, Inc., are hereby amended as follows:

The following section is to be added to Article VIII, Section 1:

(1) The cost of maintenance and repair to any balcony, terrace or patio appurtenant to any condominium unit and designated on the Record Plat as a limited common element reserved for the exclusive use by the owner of a particular condominium unit, except that the unit owner shall be responsible for keeping said balcony, terrace or patio in a clean and sanitary condition and free and clear of ice and snow.

LAW OFFICES
KAPLAN, KAPLAN
& STEE, JAMES
1000 PINE STREET
BOSTON, MASSACHUSETTS 02114
TELEPHONE 552-2200

LIBER 7687 FOLIO 300

Article VIII, Section 3, is to be deleted and the following is to be substituted in lieu thereof:

Article VIII, Section 3. Duty to Maintain. Except for maintenance requirements herein imposed by the Corporation, if any, the owner of any condominium unit shall, at his own expense, maintain the interior of his condominium unit and any and all equipment, appliances or fixtures therein situate, and its other appurtenances, in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his condition unit and such appurtenances. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair or replace any plumbing and electrical fixtures, water heaters, filters, fireplaces, plenums, heating and air-conditioning equipment; lighting fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and/or other equipment that may be located within such condominium unit. The owner of any condominium unit shall also, at his own expense, keep any other limited common elements which may be appurtenant to such condominium unit and reserved for his exclusive use in a clean, orderly and sanitary condition.

LAW OFFICES
KAPLAN, KAPLAN
& STEELMAN
FOURTH FLOOR
112 WEST BALTIMORE AVENUE
BALTIMORE 5, MARYLAND 21202
L200 712 2000

LIBER 7687 FOLIO 301

IN WITNESS WHEREOF, we have hereunto set our hands
this 21st day of November, 1986.

AMERICANA CENTRE CONDOMINIUM, INC.

By: *Carole Angle*
Carole Angle, President

By: *Ann Eviler*
Ann Eviler, Secretary

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

On this 21st day of November, 1986, before me, the
undersigned officer, personally appeared CAROLE ANGLE, who
acknowledged herself to be the President of Americana Centre
Condominium, Inc., a corporation, and she, as President,
being authorized so to do, executed the foregoing instrument
for the purposes therein contained.

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

John D. Finkbe
Notary Public

My Commission Expires: 12/1/89

NOTARY PUBLIC
DISTRICT OF COLUMBIA



LAW OFFICES
KAPLAN, KAPLAN
& STEINMAN
1000 PENNSYLVANIA AVENUE
N.W. SUITE 1000
WASHINGTON, D.C. 20004
202-331-1000

LIBER 7687 FOLD 302

~~STATE OF MARYLAND~~ *District of Columbia*
~~COUNTY OF MONTGOMERY, to-wit-~~

On this 12th day of November, 1986, before me, the undersigned officer, personally appeared ANN EVELER, who acknowledged herself to be the Secretary of Americana Centre Condominium, Inc., a corporation, and she, as Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

John E. Sander
Notary Public

My Commission Expires: 10/31/89



LAW OFFICES
KAPLAN, KAPLAN
& STELLMAN
1000 F&D Bldg
1000 F&D Bldg

LIBER 7687 FOLIO 303

CERTIFICATION

I HEREBY CERTIFY that on the 9th day of July, 1986 and continuing on the 24th day of September, 1986, the Council of Unit Owners of Americana Centre Condominium, Inc., did meet in accordance with the Maryland Condominium Act and that the foregoing Amendments to the By-Laws of Americana Centre Condominium, Inc., were approved by the affirmative vote of unit owners representing at least two-thirds (2/3) of the total value of the Condominium. I hereby further certify that this Certification is executed by those persons specified in the By-Laws to count votes at the meeting of the Council of Unit Owners. I hereby acknowledge under the penalties of perjury that the matters and facts in the foregoing amendment and certification are true and correct to the best of my knowledge, information and belief.

Margaret L. Brady
Margaret L. Brady
Deen Phillips
Deen Phillips
Eric Wilentz
Eric Wilentz
Bernard Tussop
Bernard Tussop
Arthur I. Bager
Arthur I. Bager
Gloria D. Robey
Gloria D. Robey

LAW OFFICES
KAPLAN, KAPLAN
& STEELMAN
INCORPORATED
1100 EAST BALTIMORE
BALTIMORE, MARYLAND 21202
(301) 752-1000

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

In the second section, the author outlines the various methods used to collect and analyze the data. This includes both primary and secondary data collection techniques. The primary data was gathered through direct observation and interviews, while secondary data was obtained from existing reports and databases.

The analysis phase involved using statistical software to identify trends and correlations within the data. The results show a clear upward trend in the number of transactions over the period studied. This is likely due to increased market activity and improved infrastructure.

Finally, the document concludes with a series of recommendations for future research and policy-making. It suggests that further studies should focus on the long-term sustainability of the current trends and the impact of external factors on the data.

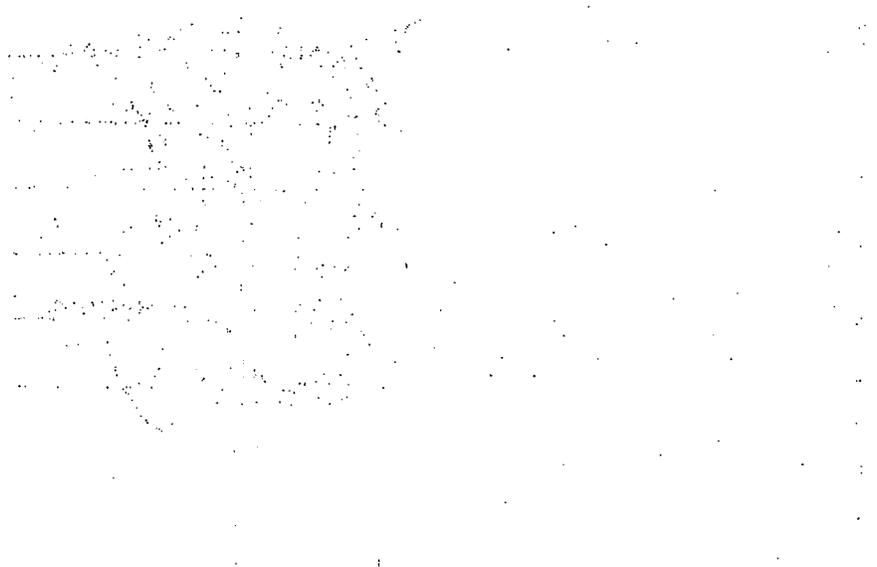


Figure 1: A line graph showing data trends over time. The x-axis represents time and the y-axis represents a numerical value. The graph shows a fluctuating but generally increasing trend.

AMERICANA CENTRE CONDOMINIUMS, INC.
118 Monroe Street, #106
Rockville, Maryland 20850
301-340-7770 FAX: 301-294-0231

Americana Centre Condominiums

April 15, 2013

Dear Americana Centre Condominium Owners,

Please find your copy of the Revised Rules and Regulations as approved by the Board of Directors at the February Board Meeting. The new rules will go into full effect on May 15, 2013. The Board extends its appreciation to all those who attended the open meeting on January 8 and who offered comments for consideration.

In addition, the Board is thankful for the hard work of the Rules and Regulations Committee and other community volunteers who assisted throughout the process.

We encourage you to familiarize yourself with this document as it's now a component of the Americana Centre's Governing Documents. This document replaces all previous versions of the rules and regulations with the most recent dated January 2006.

Regards,



John Becker, Board President
Americana Centre Condominium, Inc.

AMERICANA CENTRE CONDOMINIUM, INC.
Rules and Regulations

Resolution No: 2013-01

WHEREAS, the Americana Centre Condominium, Inc. ("ACCI") Board of Directors is authorized under Article V (Directors), Section 3 (Powers and Duties), paragraph (d) of the Americana Centre By-Laws to promulgate and enforce rules and regulations consistent with the By-Laws and Master Deed;

WHEREAS, the Board of Directors previously promulgated the ACCI Rules and Regulations in January 2006, a "No Smoking" Rule in September 2000, and Rules Governing Pets in January 1993;

WHEREAS, the Board of Directors wishes to revise the previously-adopted Rules and Regulations by adopting updated Rules and Regulations pursuant to Maryland Condominium Act § 11-111;

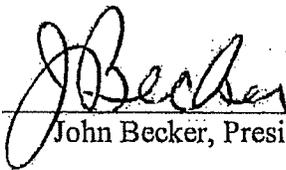
WHEREAS, the Board of Directors delivered a draft of the proposed Rules and Regulations to each unit owner on December 1, 2012; held an open meeting to allow each unit owner or tenant comment on the proposed rules on January 8, 2013; and reviewed written comments received from owners and tenants;

NOW THEREFORE, BE IT RESOLVED that the ACCI Rules and Regulations of January 2006, the "No Smoking" Rule of September 2000 and the Rules Governing Pets of January 1993 are hereby revoked and replaced by the attached Rules and Regulations of May 2013; effective May 15, 2013.

IN WITNESS WHEREOF, the undersigned certifies that this Resolution was adopted by the Board of Directors of the Americana Centre Condominium, Inc. on this 15 day of April 2013.

**AMERICANA CENTRE CONDOMINIUM,
INC.**

By



John Becker, President

Americana Centre Condominium, Inc.

Rules and Regulations

The Board of Directors is given express authority in the Association's By-Laws to adopt and publish policies, procedures, rules and regulations to enforce the protective covenants.

Article V (Directors), Section 3 (Powers and Duties), Paragraph (d) of the Americana Centre Condominium, Inc. (hereinafter "ACCI" or "Association") By-Laws authorizes the Board of Directors to:

provide for the promulgation and enforcement of such rules and regulations and such restrictions on, or requirements as may be deemed proper respecting the use, occupancy, and maintenance of the project and the use of the general and limited common elements as are designated to prevent unreasonable interference with the use and occupancy of the condominium project and of the general and limited common elements by the members, all of which shall be consistent with the law and the provisions of these By-Laws and the Master Deed.

Article X (Use Restrictions), Section 3 (Prohibited Uses and Nuisances), Paragraph (n) of those same By-Laws provides that

There shall be no violation of any rules for the use of the common elements, or other "house rules," which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules.

All residents in our community benefit from procedures and rules that promote the common good and enjoyment of owners' investments, protect property values, and maintain a pleasant living environment.

Failure to adhere to the Rules and Regulations may result in monetary fines, liens on the unit, and the suspension of voting rights. Furthermore, owners may be held responsible for costs incurred by the Association to resolve the issue, including, but not limited to, legal expenses.

Submitted May 15, 2013

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Article I. GENERAL USE OF UNITS

Section 1.01 Occupancy Restrictions

Residential units are limited to occupancy by any group of individuals living together as a noncommercial, nonprofit household. No more than two persons per bedroom, as designated in the building plans filed with Montgomery County, shall occupy a unit.

Section 1.02 Commercial Uses

Industries, businesses, trade, or commercial activities may not be conducted on the premises, with the sole exception of home professional pursuits that are without employees, public visits, nonresidential storage, or nonresidential levels of mail, trash, or deliveries.

Section 1.03 Carpet Requirements

Article XV, Section 2 of the By-Laws requires each unit to have "at least eighty percent (80%) of the gross floor area" covered with carpet or rugs.

Section 1.04 Cleanliness

Unit owners and occupants must keep their units clean and in a good state of repair. This will prevent the accumulation of materials that will constitute a danger or promote the spread of vermin, roaches, odors, or conditions constituting a danger or nuisance to the common elements or the other units. Should such nuisances point to a specific unit, Management reserves the right to inspect the unit and to enforce this regulation.

Section 1.05 Exterminating Services

Insect extermination is provided at no charge twice a month. Take advantage of this service if insects are evident in your unit. A periodic extermination is preventive maintenance to ensure insects remain outside your unit. You may sign up by contacting the Front Desk. If you have questions about this service or you have a chronic problem with insects inside your unit, please call the Management Office.

Report any insect activity in common areas to the Front Desk or Management Office.

Section 1.06 Signs

No signs of any description may be displayed on unit doors or windows, or anywhere in/outside the unit visible to the public, with the exception of one small political sign, which may be placed in the INSIDE of a unit, provided the sign takes up no more than 25 percent of the size of the window and is only visible for 30 days before the election and no more than 7 days after the election.

Section 1.07 Windows

No article(s) shall be hung or shaken from the windows. No articles shall be placed upon the window sills. Window treatments must be an acceptable fabric or blind (paper or bed-sheets are not permitted), and must be white or have a white lining. Blinds must be in good condition and not bent or broken. Damaged or torn window screens and cracked or broken windows must be replaced.

Section 1.08 Balconies and Patios

Balconies and patios are limited common elements. ACCI is responsible only for the structural maintenance. The unit owner is responsible for keeping balconies and patios clean and swept. Residents may not sweep debris or water off balconies. Management provides for periodic power-washing of the balcony areas for a fee. Please contact the Management Office for the current rate and to schedule a washing. Balconies and patios shall not be enclosed.

No article(s) shall be hung, thrown, shaken or swept from the doors or balconies. No article(s) shall be placed outside of the balcony railing of the units, with the exception of the U.S. Flag, which may be displayed on national holidays. Nothing may be stored on the balconies or patios. No clothing, laundry, or the like shall be hung from any exterior part of any condominium unit or from or upon any balcony or patio.

Charcoal broilers or similar open-flame burners, or any grill, including electric grills, are not permitted to be used or stored on balconies, patios, or in any common area, as per Chapter 22, Section 81 of the Montgomery County Fire and Safety Code.

Nothing shall be affixed to the exterior of the balcony railing or attached to the exterior wall. Awnings, fans, or air conditioning devices, satellite dishes, window guards, or ventilators shall not be installed in or about the buildings. Holiday decorations are permitted but must be removed promptly after the holiday has passed. No bird feeders are permitted on the balconies or patios.

Residents must complete an Exterior Modification Request in order to install planter boxes. They must be equipped with attached drip pans, and may only be displayed inside the balcony railing. The contents of planter boxes must not contribute to the weakening or damage of railings, nor are they to be left empty, unplanted, or unsightly to neighbors except in the winter. Special care must be taken when watering so that overflow does not fall on lower balconies.

Items that could be blown away should not be placed on balconies.

Section 1.09 Keys

Unit Door Keys - There are no master keys to the units at Americana Centre. Residents must provide the Management Office with keys to their units to be used by Management in the event of an emergency. If a unit key is not provided to the Management Office, the unit owner/resident will be charged for the services of a locksmith and/or damages to the door, should it be necessary for Management to access the unit.

With written permission of the unit owner or resident, unit door keys kept at the Front Desk may be used for convenience in scheduling maintenance or in the event of a lockout or other emergency. Under no circumstances may the key to any unit be signed out from the Front Desk without the written consent of the resident of that unit.

Management does not provide keys for units to tenants. New tenants must obtain unit

keys from the owner of the unit.

Common Areas - All residents are required to use key fobs to gain admittance to the high-rise buildings, pool area, and fitness center. Without a key fob, residents are unable to access the pool or fitness center and must confirm their identities with the Front Desk staff when entering Building 118.

Garden Buildings/Trash Rooms - The trash rooms are locked nightly at 11 p.m. by the safety officer and unlocked by staff at 8 a.m. One trash room key is required to be obtained by each garden unit and townhouse for a fee of \$50. These keys are usually passed from old owner to new owner or from landlord to tenant. No trash is to be left outside the trash rooms; place your trash in the appropriate container. If it won't fit, take it to the bins outside the high-rise buildings.

Mailbox Keys - Management does not have a copy of your mailbox key. If a resident loses a mailbox key, Management can arrange for replacement of the lock at the owner's expense.

Community Keys - Keys to the Dolley Madison Room, storage room, fitness room, saunas, and car wash may be signed out at the Front Desk.

Section 1.10 Leases

All leases must be in conformance with Article X, Section 2 of the By-Laws. A copy of the lease must be provided to Management prior to accepting and approving an application for a move-in reservation. In addition, the City of Rockville requires that a Rental License be obtained from the Code of Enforcement Division of the Rockville City Police Department. A copy of the Rental License must be provided to Management with the lease.

Section 1.11 Deliveries/Contractors

Deliveries are permitted Monday through Saturday, 8:30 a.m. to 5:30 p.m. In the high-rise buildings, all deliveries of furniture, appliances, carpet, or other large items must be scheduled in advance with the Management Office so that the elevator can be padded to prevent damage, and delivery must be made through the service entrance on the side of the building. The Lobby shall not be used for large deliveries. It is strongly suggested you schedule with the Management Office as soon as possible once you know delivery dates. Unscheduled deliveries are subject to a fine by the Board of Directors.

All vendors and contractors making deliveries to, or working in units must use the service entrance in the high-rise buildings. Vendors and contractors should not use the lobby entrances. The unit owner/resident is responsible to see that all contractor debris and/or delivery packing material is removed from the property.

The costs incurred by Americana Centre to remove from the common areas any delivery or construction debris, or items abandoned by delivery personnel, contractors, or residents, will be billed to the owner.

Section 1.12 Mail Delivery

First Class Mail will be delivered by USPS and placed in individual mailboxes. Mailboxes are located in the lobby of the garden buildings and Building 4, and in the basement level of Building 118. Mail is delivered to the door of the town homes.

USPS Special Delivery Mail will be delivered by the letter carrier directly to the unit. The Front Desk staff is not authorized to accept special delivery or certified mail on behalf of residents.

USPS Parcel Post and other small deliveries too large to place in the mailbox will be delivered to the Front Desk. The letter carrier will leave a slip in your mailbox if a package is taken to the Front Desk.

United Parcel Service (UPS) and similar services will make an attempt to deliver packages directly to the addressee. Packages that cannot be delivered directly will be left at the Front Desk. Residents will be notified of packages left at the Front Desk in accordance with Section 3.03.

Section 1.13 Alterations, Renovations, and Structural Changes

In accordance with Article X, Section 3(d) of the By-Laws, no structural alteration, construction, addition, or removal of any condominium unit or common element shall be commenced or conducted except in strict accordance with the provisions of the By-Laws. A Memorandum of Understanding (available in the Management Office) must be executed by the unit owner and his or her contractor prior to the commencement of any work. The Memorandum includes documentation requirements, work restrictions, and rules while working within the confines of the condominium complex.

Construction and/or repairs by contractors must be limited to the hours from 8:00 AM to 6:00 PM, Monday through Friday. The contractor must test the shutoff valves before replacing any plumbing fixtures. Owners are responsible for the actions of all contractors working in their units. Contractors are not permitted to conduct work in any common area nor permitted to accumulate or store any construction debris in any common area.

Section 1.14 Fires and Evacuation

The most important things to remember in case of fire:

- Remain calm.
- **Call the fire department - Dial 911, NOT the Front Desk if you see or smell a fire.**
- Evacuate the immediate area and close doors behind you, but leave the door unlocked.
- Pull the alarm if the hall bells are not already sounding.
- Leave the building in an orderly fashion.
- DO NOT use the elevators.
- Call the Front Desk once you are safely away from the building and report the emergency.

For additional information on fire safety and prevention, please see the National Fire Protection Association website at <http://www.nfpa.org/> or contact the City of Rockville Inspection Services Division at 240-314-8263 or by emailing rockvillefiremarshal@rockvillemd.gov.

If you or someone in your unit is physically handicapped, ill, or needs extra assistance in case of an emergency, please notify the Management Office and give that person's name, unit number, and type of handicap. This information will be provided to the fire department in the event of an emergency, and they will assist in the evacuation, if required. Ensure, also, that the Management Office has the name, address, and telephone number of the person(s) to notify in any emergency involving a person needing special assistance.

Section 1.15 Insurance

Unit owners are strongly encouraged to purchase and maintain an individual homeowners' policy (HO-6). The HO-6 policy provides coverage for your personal property, unit improvements, betterments, additions and alterations, additional living expenses, and personal liability.

Tenants should purchase an HO-4 policy to provide coverage for personal property, additional living expenses, and personal liability.

All owners and residents of ACCI are responsible for being aware of the provisions of the ACCI Master Insurance Policy, which is available for inspection in the Management Office. Building coverage under the Master Policy is subject to a \$10,000 deductible per occurrence. Accordingly, the Master Policy will cover claims only when the damage caused by any one occurrence exceeds \$10,000. Each owner is responsible for up to \$5,000 per occurrence of loss assessment liability. Therefore, check with your agent for current interpretations to the law and to ensure you are carrying adequate coverage. Individual owners cannot file a claim under the Master Policy. As the policyholder, the Association is the only party that may file a claim.

The Master Policy does not cover any individual unit improvements, betterments, additions, or alterations made subsequent to conveyance from the developer. For example, if kitchen appliances or bathroom fixtures have been upgraded in your unit, the Master Policy does not cover these improvements. If wallpaper has been installed or a new wall constructed to divide a room, these additions and alterations are not covered by the Master Policy. In addition to improvements, betterments, additions, and alterations, the Master Policy does not provide coverage for your personal property or additional living expenses, should temporary housing be necessary while you are unable to occupy your unit.

Section 1.16 Trash and Recycling Disposal

Trash is picked up six days per week; recycling is picked up two days per week.

High-rise Buildings

High-rise buildings have a trash room with a drop chute on each floor. Only bagged household trash should be put into the drop chute. Other larger items should be put into the large metal dumpsters located on the loading dock of each high-rise. Do NOT leave any items that will not fit in the chutes in the trash rooms! Residents are responsible for arranging for disposal of large items, such as appliances, furniture, carpeting, and mattresses; our trash contractor will not take these items.

PLEASE DO NOT LEAVE UNWANTED ITEMS IN COMMON AREAS OR ON THE PROPERTY. ARRANGE TO HAVE THEM PICKED UP!

Construction and remodeling debris may not be put into dumpsters or left on the ground. Owners and/or their contractors must make arrangements to dispose of these materials.

Garden/Townhouse Buildings

There are 6 trash rooms located throughout the garden and townhouse buildings. Household trash and recycling should be placed only in the appropriate containers; nothing should be left on the floor. Larger household trash items may also be put in the large dumpsters located at the loading dock area beside each high-rise building.

All doors to the garden trash rooms are locked nightly at approximately 11:00 p.m. and unlocked at 8:00 a.m.

Residents are responsible for arranging for the disposal of large items, such as appliances, furniture, carpeting, and mattresses; our trash contractor will not take these items.

PLEASE DO NOT LEAVE UNWANTED ITEMS IN COMMON AREAS OR ON THE PROPERTY. ARRANGE TO HAVE THEM PICKED UP!

Construction and remodeling debris may not be put into dumpsters or left on the ground; owners and/or contractors must make arrangements to dispose of these materials.

Recycling

Montgomery County requires each residential multi-family community to recycle appropriate items. As the list of recyclable items changes from time to time, contact the Management Office to obtain a full list of items or go to: http://www.montgomerycountymd.gov/swstmpl.asp?url=/content/dep/solidwaste/education/trac/what_to_recycle.asp

ACGI provides a container for corrugated cardboard boxes (which must be broken down). You may also place used phone books and mixed paper (junk mail) in this container. There is one at the loading dock of each high-rise building.

Section 1.17 Heating and Air Conditioning System

The central plant that supplies heat to your unit automatically turns the heat up and down

as the outside temperature changes. This feature saves you money by conserving fuel and also helps to maintain a higher humidity, which is a health benefit.

ACCI must change over from heating to cooling in the spring and from cooling to heating in the fall because of its two-pipe heating and cooling system. A two-pipe system consists of fan coil units with single coils that are connected to two pipes. Two pipes, one supply and one return, are connected to supply lines in the mechanical room. Supply lines can either supply hot water or chilled water.

During certain times of the year, especially in the fall and spring, it is not uncommon to have alternating hot and cold spells; for instance, cold mornings and warm afternoons. Since two-pipe systems cannot handle simultaneous heating and cooling, the entire building must be converted at the same time. To prevent damage to pipes and equipment caused by thermal shock and to maintain energy levels, the switching process takes a minimum of 48 hours to complete.

On days when the building's system is not able to compensate for outdoor temperature swings, residents can take a few measures to help their units remain cool. For instance:

- Keeping blinds or drapes closed during the sunniest hours
- Ensuring that the fan coil unit has not been blocked by furniture or other items
- Installing ceiling fans to improve comfort during periods of high temperature
- Unplugging electronic equipment when not in use, as most components generate heat
- Converting halogen and incandescent light bulbs to cooler compact florescent or LED bulbs.

Reducing heat-generating equipment will not only improve the interior temperatures within the units, but when ACCI takes these measures as a larger group, the overall energy consumption is reduced.

Air Filters

The dirtier fiberglass air filters or coils become, the more they restrict the air that must circulate through the unit to heat or cool it. When the filter restricts air circulation too much, it must be changed. It is recommended that filters be changed on a monthly basis. Change the filter if, when you hold it up to the light, you cannot see light coming through the fibers uniformly across the entire surface of the filter. Install the filter with the arrows on the edge pointing in toward your fan coil unit. This is very important. Filters are for sale in the Management Office for a nominal fee.

Clean and keep clear the area in front of the filter. Units will not heat or cool properly if there are any restrictions to the air flow to the unit. Do not install a solid door (without vents) in front of the air filter unit.

Thermostat Setting

Set the knob on the thermostat for the correct mode of operation, heating or cooling. Change the temperature setting very slowly until the fan starts or stops and then wait one-half hour until the temperature stabilizes. Repeat as often as necessary until you find a comfortable setting. Because of the design of the main system and the reaction time involved, you will not be comfortable if you constantly change the thermostat setting. Try not to change the thermostat setting, once you have found a comfortable setting.

In winter, if you prefer a warmer bedroom, close the living room registers.

Section 1.18 In-House Engineering Services

Routine maintenance service is available to residents by calling the Management Office. If the problem is caused by a common area situation, there is no charge; however, if the problem is the responsibility of the resident, charges will be assessed to the owner's account. Certain services—including measuring for drapes, wallpaper, or other decorative items, moving services, cabinet installation, and appliance and/or carpet removal—cannot be performed by the maintenance staff. Contact the Management Office for the current fee schedule and to find out whether your specific service can be performed by the in-house staff.

Unit owners must authorize billable work within their unit. Tenants must contact the owner and ask the owner to contact the Management Office to give authorization, unless it is an emergency. In some instances, the Management Office reserves the right to request written authorization to proceed.

To request work, contact the Management Office during office hours, or the Front Desk if the office is closed. Emergencies may be reported to the Front Desk, as well.

Charges are incurred beginning at the time the engineer is dispatched. If the service requires engineering parts, the cost of the parts will be included on the bill, which will be invoiced at a later date.

The in-house maintenance staff is available to provide advice on upgrades and preventative maintenance recommendations to residents. These services are provided free of charge to residents as part of the monthly condo fee, but an appointment must be scheduled with the Management Office.

Annual air conditioning maintenance will be provided in the spring at no charge. This is a highly recommended procedure. An electrical preventive maintenance procedure is conducted approximately every 1 to 3 years at no charge to the unit owner. This is a MANDATORY procedure to ensure the safety of both the common area and shared electrical equipment.

Article II. GENERAL USE OF COMMON ELEMENTS

Section 2.01 Proper Use

No person shall undertake activities that damage or permanently destroy any common

element or that interfere with the proper use by others, or commit any vandalism or engage in boisterous or improper behavior in the common areas that interferes with or limits the enjoyment of the common elements by others.

Owners and residents shall not permit their children, guests, or pets to loiter or play on the lawns, parking areas, landings, hallways, stairs or stairwells, lobbies, elevators, garage, or any other common element. Smoking is prohibited inside all building common areas and within 50 feet of any entrance.

Eating, drinking, and spitting gum are prohibited in the hallways. Lobbies are not to be used for prolonged social gatherings. Noise, disorderly or disturbing conduct, eating, and drinking are prohibited in these common areas. The lobby is not to be used for business or commercial purposes of any sort. Bare feet are prohibited except in the pool areas. Persons should be properly attired when in the public areas of the condominium.

Section 2.02 Lawns and Walks

The greens and walkways and entrances to units within the community shall not be obstructed, or cause to be obstructed, or used for any purposes other than entering or leaving a unit. Any plantings by residents in any common area must be approved by the Board in advance and must conform to the general landscape plans.

Section 2.03 Hallways

Packages, refuse, or any article of any description, other than those placed by Management or authorized by the Board, shall not be left in the hallways. Doormats may not be placed at entry doors of units in the high-rise buildings.

Section 2.04 Bicycles and Bicycle Racks

Bicycle racks are provided at three locations in the garage. It is strongly suggested that bicycles be locked. All bicycles must be registered in the Management Office, and an identification sticker from the Management Office must be displayed on the bicycle.

ACCI assumes no responsibility for any loss or damage that may occur to bicycles stored in these areas.

Bicycles may not be stored on balconies, patios, or other common areas.

Section 2.05 Bulletin Boards

Six bulletin boards are available to post notices. This service is available for owners and residents only, and notices are subject to a review of content by Management before being posted. Commercial use is prohibited. Submit six (6) completed 3x5 cards to the Management Office by Thursday afternoon for posting on Friday. The notices will be posted for 30 days and then removed.

Section 2.06 Smoking

Per Montgomery County Board of Health Regulation 17-210, smoking is prohibited in common indoor areas of the complex, including elevators, lobbies, trash rooms, laundry

rooms, the Dolley Madison Room, stairwells, hallways, garages, saunas, storage rooms, Management Offices or maintenance rooms. Owners may smoke within their units, on their own balconies, and outside of the condominium buildings.

Cigarette butts, ashes, or any other tobacco products or remains are to be placed in metal or noncombustible receptacles and not dropped on the ground or thrown from balconies.

Section 2.07 Doors

All doors to the high-rise and garden units are locked. All doors into the high-rise buildings are equipped with a closed circuit TV camera, which is monitored by the Front Desk.

To avoid unauthorized entrance into the high-rise buildings, the front and rear doors, as well as the service and pedestrian garage doors, must not be propped open. Similarly, garden unit doors must not be propped open at any time. Unit doors should also be locked for the safety of residents and their personal property. Stairway doors in the high-rise buildings must be kept closed to prevent the transfer of fire, fumes, and smoke, pursuant to a directive of the Fire Marshall.

Entry System

Visitors and delivery personnel can contact individual units from the station located at the front door of each building. By dialing the unit number at the garden buildings and the code at the high-rise buildings, the visitor is connected to the telephone number programmed into the memory system. The directory is coded according to unit numbers, not resident names. Owners should advise expected guests of their unit number for their convenience. All residents are required to notify the Management Office if the phone number is changed so that the system can be reprogrammed.

The resident answering the incoming call can unlock the door by pressing 9 on the phone. If a resident is on the phone when a visitor tries to call, the visitor will receive a busy signal. The entry system is compatible with touch-tone telephones, including cell phones.

Guests may also communicate with the Front Desk by dialing "000" on the entry system telephone.

Garage Doors for Vehicles

Garage doors require a key card for entry at all times. Key cards are available at the Management Office for residents who have assigned parking spaces in the garage. Lost or stolen key cards must be reported immediately, so they can be de-activated. Replacement cards are provided for a nominal fee.

Article III. FRONT DESK SERVICES

Section 3.01 General

A concierge is on duty at the Front Desk in Building 118, 24 hours a day. The Front Desk staff can accept and issue emergency keys, process admit slips, accept packages in your absence, register guest vehicles, and authorize the towing of vehicles in violation or as

necessary. If there is an emergency requiring fire and police, call 911.

Section 3.02 Condo Unit Emergency Keys

Access to condo units via use of the emergency keys is only permitted by means of an authorized admit slip. Admit slips may be designated as temporary, or a more permanent order may be authorized by the unit owner/resident by completing the form at the Front Desk. In no event will a key to any condo unit be issued without a duly authorized and completed admit slip. Admit slips must be current; no admit slip older than one year may be used by the engineering staff or guests to gain access to the unit.

Section 3.03 Packages

As described in Section 1.12, the Front Desk accepts package deliveries for residents by USPS Parcel Post, UPS, and other delivery services. The Front Desk will notify residents of a delivery through a 'Call'em-All' placed to the number that has been registered with the Management Office. The system is not fail-proof, however, and there are times when a busy signal or unanswered phone after four attempts can result in a missed call. Please check with the Front Desk if you are expecting a delivery and did not receive notification.

The Front Desk cannot accept oversized packages, such as TVs and furniture, or packages that weigh 40 pounds or more. Due to space limitations at the Front Desk, residents are asked to pick up deliveries promptly (within 7 days of delivery). Failure to pick up deliveries within that time period will result in returning the delivery to the sender.

Section 3.04 Keys

Amenity keys for use of facilities such as the Dolley Madison Room, storage rooms, car wash, and sauna may be signed out at the Front Desk by residents who meet the required criteria.

Article IV. MOVING IN AND MOVING OUT

Section 4.01 Notice

Owners/residents must contact the Management Office at least 5 days in advance to schedule the date for a move. Only one reservation per building per day will be accepted. The Management Office will honor the request of the first person who reserves the date. If the date for the move changes or the move is cancelled, the resident must inform the Management Office as soon as possible. The same rules and procedures apply to residents who are not officially moving in or out but are moving furniture or other large items to or from the unit. Large items are considered items that require padding the elevators in the high-rise buildings.

Section 4.02 Permitted Times

Moves must be accomplished Monday through Friday only, between 8:30 a.m. and 5:30 p.m. Weekend moves are prohibited.

Section 4.03 Fee

A non-refundable, one-time fee of \$250.00 for the high-rise buildings and \$150.00 for the

garden and townhouse units will be collected only once, prior to moving in, and covers both moving in and moving out. The fee covers wear and tear costs of both moving in and moving out and associated administrative costs. This fee can be paid by cash or check payable to Americana Centre Condominium.

Section 4.04 Deposit

In addition to the non-refundable moving fees mentioned above, a separate \$100.00 elevator deposit is required for each move, in or out of a high-rise building, prior to the scheduled move, which will be returned if an inspection of common areas shows no damage caused by the move. This fee can be paid by cash or check payable to Americana Centre Condominium. Any damage exceeding \$100.00 will be billed to the unit owner.

Section 4.05 Requirements

Move In

- Contact the Management Office at least five days in advance to schedule the move-in date.
- Fill out new owner/resident form(s) and provide current picture ID. The new resident form will include signing and acknowledging receipt of the Rules and Regulations.
- Register vehicle(s) and obtain parking sticker(s). Supply a copy of license and registration for all vehicles.
- Provide settlement papers or unit lease.
- The owner of rented unit is to provide a copy of the Current Rental License.
- Register any pets.
- Do not dispose of large items in the trash areas. (Our trash contract does not provide this service.)
- Complete a unit survey form with phone numbers.

Move Out

- Contact the Management Office at least five days in advance to schedule the move-out.
- Clean out storage bin(s) in case of sale. Items left will be discarded after 48 hours.
- Make arrangements for removal of large items to be discarded. (Our trash contract does not provide this service.)

High-Rise Buildings:

- All items must be taken in or out through the service entrances.
- Obtain an elevator service key from the Front Desk in Building 118.
- Use the freight elevator (on the right), which will be padded prior to your move.
- The above applies to moves both in and out.

Section 4.06 Penalties

Management will assess the unit owner the cost of all moving damages in excess of the \$100 deposit and the cost of removing any items left after a move has been completed. A \$100 fine will be assessed for moves that are not performed in compliance with these

procedures.

Article V. ACTIONS OF OWNERS AND OCCUPANTS

Section 5.01 Annoyance or Nuisance

ACCI follows the Montgomery County Noise Control Ordinance, Montgomery County Code, Chapter 31B, as it establishes maximum acceptable sound intensity levels at the property lines (any property where people live or work and where noise is heard) according to the use of that receiving property and the time of day.

The maximum allowable sound levels, measured at the nearest receiving property line, are as follows:

- **Residential receiving properties** (mixed-use zones are considered residential)
 - 65 dBA during daytime hours
 - 55 dBA during nighttime hours
 - **Nonresidential receiving property**
 - 67 dBA during daytime hours
 - 62 dBA during nighttime hours
 - **Daytime hours:**
 - 7 a.m. to 9 p.m. weekdays
 - 9 a.m. to 9 p.m. weekends and holidays*
 - **Nighttime ("quiet") hours:**
 - 9 p.m. to 7 a.m. weekdays
 - 9 p.m. to 9 a.m. weekends and holidays*
- *See <http://www.opm.gov/oca/worksch/html/holiday.asp> for a list of federally recognized holidays.

In addition, the Noise Control Ordinance makes it illegal to:

- Operate, or allow to be operated, a radio, television, or other sound-producing device on public or private property if the sound exceeds 55 dBA at the receiving property line during the designated nighttime "quiet" hours.
- Create a noise disturbance during quiet hours in a residential zone or multifamily structure.
- Operate any equipment that exceeds the receiving property line sound-level limits.
- Allow an animal or fowl to create a noise disturbance at any time.
- Load or unload material during quiet hours.

Enforcement of this ordinance is performed by both Management and the Rockville City Police Department. Noise complaints should be directed to the Management Office during regular business hours and to the Rockville City Police during off hours. When a noise violation is reported, an enforcement officer comes out to take a noise reading (if appropriate) and investigate the situation. The enforcement officer has some discretion in interpreting the noise readings and in determining whether the "nature and extent" of the reported issue warrants further action. For example, the ordinance allows police officers

to issue citations for noise disturbances based on their own judgment and the testimony of witnesses.

Section 5.02 Compliance with Law

Unit owners will comply with and conform to all applicable laws and regulations of the United States, state and local ordinances, and ACCI rules and regulations. Unit owners or residents will hold ACCI or other unit owners harmless from all fines, penalties, costs, and prosecutions for the violation thereof or noncompliance therewith.

Section 5.03 Security Service

ACCI contracts with a security company for the purpose of protecting the property. The guard patrols the property during set hours at night. The patrolling includes both the interior and exterior of the buildings and the parking areas. The Front Desk personnel do not perform security duties; however, they can relay information to the security guards on duty. If at any time, you perceive a crime being committed, you should call 911 immediately and then notify the Front Desk.

Section 5.04 Pets

Keeping an animal(s) must be in accordance with the By-Laws. Two pets per unit are permitted. Any owner or tenant who has more than two pets per unit as of April 1, 2013, shall be permitted to keep those pets until the death of the pet(s). Pets in excess of the two-per-unit limit shall not be replaced by the owner or tenant. The adult weight of a dog for new move-in residents may not be in excess of 35 pounds, with the exception of service animals, trained and documented by a recognized agency. Residents with a pet assume full responsibility for disturbances, personal injuries, or property damages caused by the pet; each pet owner indemnifies the Board of Directors, Management, and each unit owner and holds each of them harmless against any loss, claim, or liability of any character whatsoever arising from the privilege of keeping a pet in any of the buildings.

Residents are reminded that keeping and maintaining pets is governed by the City of Rockville ordinances and such ordinances will be enforced. These include a requirement that dogs be licensed, and that dogs and cats be vaccinated against rabies and leashed and under control of the owner in common areas. Information on pet licensing can be obtained from the City of Rockville at <http://www.rockvillemd.gov/residents/doglicense>.

Pet owners shall file with the Management Office annually a written registration of each pet upon receiving new licensure, giving the description, including age, name, color, and license tag number, on the appropriate form. Any unregistered pet is subject to removal from the Condominium, and/or its owner may be subject to a fine as a result of a dispute settlement hearing before the Board of Directors.

If any pet disturbs other occupants of the Condominium by crying, barking, biting, or otherwise being a nuisance, or is found to exceed the weight limit, notice will be given to its owner to have the annoyance discontinued; if not corrected, action will be taken to remove the pet from the premises, and/or its owner may be subject to a fine as a result of a dispute settlement hearing before the Board of Directors.

Pet owners are responsible for the removal of excrement anywhere within the common elements, including interior and exterior areas of the buildings as well as the grounds and paved areas adjacent to them. This includes the removal of excrement that has been buried or otherwise covered by the pet. A pet owner, based on a valid complaint, who does not comply with the provision, will be subject to a fine of \$25.00 in accordance with Maryland State Law. A repeat violation will be considered a nuisance, and a written notice will be given to the pet owner to remove the pet from the Condominium. All kitty litter/waste must be bagged in plastic bags and securely tied before being placed in trash containers. No pet waste is ever to be placed in recycling containers.

Pets shall not be left unsupervised on balconies, patios, or other limited or common elements, and must be under the control of pet owners at all times.

Residents are responsible for ensuring that visiting pets are in accordance with these rules.

Pet feeding devices, housing, and litter boxes are prohibited on balconies and patios.

Section 5.05 Indemnification for Actions of Others

Unit owners will hold ACCI and other occupants harmless for the actions of all children, tenants, guests, pets, contractors, agents, or other invitees.

Section 5.06 Employees of ACCI

No unit owner or resident will send any employee of ACCI out of the property on any private business, nor will any employee be used for the individual benefit of the unit owner or resident, unless in the pursuit of the mutual benefit of all unit owners, or pursuant to the provision of in-unit services for a fee to be paid to ACCI.

Section 5.07 Complaints

Complaints of any kind must be made to the Management Office in writing.

Article VI. LAUNDRY

Section 6.01 General

Laundry facilities are provided exclusively for the use of residents in the high-rise buildings, excepting residents of garden and townhouse units when their equipment is under repair. Laundry rooms are not to be used by guests at any time, with the exception of overnight guests staying with a resident.

Only ventless-style clothes-dryers are permitted in the garden and town houses, due to the original building design.

Section 6.02 Use Restrictions

Use of the high-rise laundry rooms is restricted to the hours between 7:00 a.m. and 11:00 p.m. daily.

- No machine is to be used for dyeing.
- No smoking is permitted in the laundry rooms.
- Machines must not be overloaded.
- Rugs, pillows, blankets, or other large, heavy items should not be washed or dried in these machines.
- Conversely, one or two items cannot be used to constitute a full load, as loads that are too small will also cause the washing machines to become unbalanced and the dryer to overheat and, in some cases, cause fires.
- Please do not use excessive amounts of detergent in the washers.
- After completion, laundry should be removed promptly.

Users are responsible for maintaining the laundry rooms in a neat and orderly manner, and for cleaning the equipment and lint filters after each use.

Any machine malfunctions, such as excessive machine noise and floods, should immediately be reported to the Front Desk or the Management Office. Please be specific when reporting what is wrong with the machine.

Article VII. STORAGE AREAS

Section 7.01 General

Storage bins are located in the basement of each of the high-rise buildings and are provided for the convenience of residents only. Personal items may not be stored in any other condominium common area, including hallways, stairwells, basements, crawl spaces, parking areas, or the plaza deck.

Storage bins must be locked, and some form of identification placed with the contents. Storage bins are distributed on a first-come, first-served basis, when available. If a unit changes hands by sale, any storage bin registered to the unit is to be cleared out and returned to the Management Office for re-assignment. If the new owner still needs a storage bin, he or she must contact the Management Office and ask to be added to the waitlist. Storage bins are not privately owned and are considered to be a common element belonging to ACCI.

ACCI will take no responsibility for items in the storage room/bins. Items in the bins should be placed on a pallet or otherwise off of the floor, and all items should be covered in plastic, in case of leaks.

Storage rooms will be locked at all times. Access to the storage rooms is provided by signing out a key at the Front Desk in Building 118. Please return the key promptly when finished.

Smoking is prohibited in the storage rooms, and lights must be turned off when leaving. However, residents should ensure that no one else is in the room before turning off the light!

Section 7.02 Availability

Only one permanent bin may be assigned to each unit. Bins that are not in use may be reassigned by the Management Office for the use of other residents.

Section 7.03 Items

Common areas cannot be used for storage purposes. No items are to be left outside the storage bin in the storage room, including the hallways between bins. The owner of the unit that the storage bin is assigned to accepts full responsibility for charges, should a staff member be required to remove items left outside a storage bin. Residents are not permitted to store gasoline, paint, or any combustible items representing a fire hazard. Neither ACCI nor Management assumes any liability for articles in storage bins.

Article VIII. CAR WASH FACILITY

Section 8.01 General

The car wash facility is available for use from approximately April 30th to October 30th. The facility is located on the lower end of the ramp outside the service entrance of Building 4. It consists of a locked metal box containing a water faucet, hose, and nozzle.

Section 8.02 Restricted Use

Use of the car wash facility is limited to residents of ACCI only. Washing vehicles that do not belong to owners/residents is strictly prohibited. The vehicle parking sticker number must be provided when signing out the key for the car wash facility.

Section 8.03 Policies

- Access to the car wash facility is provided by signing out a key at the Front Desk in Building 118. A valid ACCI vehicle parking sticker number must be logged in the Sign-Out Log at the same time. The Front Desk attendant will verify the parking sticker number with ACCI vehicle registration records.
- The key must be returned to the Front Desk in Building 118 immediately after using the car wash facility, preferably within one hour of signing out the key.
- Playing of a radio or other audio device is prohibited in the car wash facility.
- Only one vehicle at a time may use the car wash facility.
- Moves in and out of Building 4 take priority over the use of the car wash facility.

Article IX. MOTOR VEHICLES/PARKING

Section 9.01 Types of Vehicles

Parking spaces are to be occupied only by vehicles. No commercial vehicles, trailers, boats, campers, etc., are allowed to be kept on the premises. No go-carts or other unlicensed motor vehicles shall be operated in the complex. Commercial vehicles are permitted as long as the vehicle is also used as a personal vehicle and is registered with the Management Office. Noisy vehicles shall not be permitted on the premises (i.e., unmuffled). Local government regulations apply.

Section 9.02 Parking Rules & Regulations

ALL vehicles of employees and residents regularly using the premises must be registered with the Management Office (301-340-7770). Parking permits can be obtained from the

Management Office. ALL vehicles parked in designated guest parking spaces must be registered on a daily basis with the Front Desk in Building 118 (301-340-0700). Garage key cards are not to be transferred to anyone else.

All residents of ACCI, whether owners or tenants, must register their vehicle(s) with the Management Office. Registration of vehicles must be accomplished within ten business days after owner or tenant moves in, although parking in guest spaces should be called in from day one. Presentation of the current government-issued vehicle registration card from the jurisdiction in which the vehicle is registered and a current, valid driver's license is required for registration of the vehicle. After moving in, residents should contact the Maryland Motor Vehicle Administration to update their vehicle registration and provide the updated registration information to the Management Office. Registration of more than one vehicle does not entitle assignee to the use of more than one assigned parking space. Registration stickers should be placed on the passenger side of the rear bumper or rear window of the vehicle.

Residents and employees are not permitted to park in designated guest parking spaces, except as directed by Management. Violators are subject to having their vehicles towed, not necessarily preceded by a written or verbal warning. Residents who have more than one vehicle and not a sufficient number of parking spaces must either park on the street or make arrangements to find a parking space. Illegally parked cars on the property are subject to being towed at the owner's expense. An additional parking space may be assigned to residents on a first-come, first-served basis, where two licensed drivers, with two vehicles, occupy the same residence. In no event will more than two parking spaces be assigned to one unit. Second spaces must be relinquished if the qualifications for a second space are no longer met by the resident or unit.

Vehicle maintenance or repair is prohibited on the premises.

Assigned parking spaces **DO NOT CONVEY** with sale of the unit or with the change of any of the tenants. However, parking spots are not reassigned upon sale or change of tenants of a unit. Per Article XIV, Section 1 of the By-Laws, parking is controlled and assigned by the Board of Directors or their designated agent.

Parking in designated "No Parking" areas and "Fire Lanes" is prohibited. Violators will be cited, and cars will be towed at the owner's expense. Nothing may be stored in any parking space. Vehicles are to be towed only by order of the Front Desk or Management Office; residents cannot authorize towing of a vehicle other than their own.

Violation of these rules and regulations will subject the vehicle to towing at the owner's risk and expense. In addition, these violations may be subject to citations issued by the Rockville City Police.

Section 9.03 Guest Parking

Guests may park only in designated guest spaces and their vehicle must be registered on

a daily basis with the Front Desk. Parking in designated guest parking spaces may not exceed 72 hours. Residents must register their guest's vehicle each time the vehicle uses a guest space, even if the vehicle previously occupied the same numbered space. Long-term guest parking (beyond 72 hours) must be arranged through the Management Office where, when available, a space other than a guest parking space may be assigned, and the guest will receive a guest parking permit that is to be displayed on the dashboard while the vehicle is parked on ACCI property.

Guest parking is not intended for use by repeated long-term guests, such as significant others who frequently stay overnight or friends who visit often but are not on the lease. After 30 nights in any 6-month period, a guest is considered a tenant for purposes of parking and may not use guest parking.

Section 9.04 Vehicle Storage

Vehicles shall not be stored on the premises. Residents who plan to be out of town for an extended period must notify the Management Office. Abandoned and junked vehicles, and vehicles with expired license plates, may not be parked on the premises for more than thirty days. Without notification, any vehicle not moved for a period of one month is considered a stored vehicle and is prohibited.

Section 9.05 Speed Limit

The speed limit throughout the property is 10 miles per hour.

Section 9.06 Responsibility for Damage

The Association is not responsible for damage to vehicles parked on the property.

Article X. RECREATIONAL FACILITIES

Section 10.01 Limited to Occupants and Guests

Recreational facilities within the common elements are limited to the use of unit owners, their tenants, and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the Association harmless from damages or claims by virtue of such use.

Section 10.02 Improper Behavior Prohibited

Boisterous, rough, or dangerous activities or behavior that interferes with the permitted use of facilities by others is prohibited.

Section 10.03 Owners, Family, Tenants, and Guests

Residents will direct and control the activities of themselves, their family members, and guests in order to conform to the regulations. Owners or tenants will be responsible for violations or damage caused by themselves, their family members, or guests, whether or not they are present.

Section 10.04 Ejection for Violation

Unit owners, guests, and tenants may be summarily ejected from a recreational facility by the Management in the event of violation of these regulations and may be suspended

from using the facility until a hearing concerning the violation can be carried out. Offenders may be suspended for additional periods following the hearing.

Section 10.05 Swimming Pool

ALL PERSONS SHALL USE THE POOL FACILITIES AT HIS OR HER OWN RISK AND IN COMPLIANCE WITH THE RULES AND REGULATIONS. ANY PERSON MAY BE BARRED FROM THE POOL AND POOL ENCLOSURE AREA FOR VIOLATION OF RULES AND REGULATIONS.

The season begins Memorial Day weekend and ends on Labor Day of the same year.

Rules for use of the swimming pool are posted in the pool area. Any breach of the rules may result in immediate expulsion from the pool and denial of pool privileges. The duration of denial of pool privileges will be determined by the Board of Directors.

Section 10.06 Fitness Room

The fitness room is provided for the use of ACCI residents and their guests only. No one under the age of 18 years is permitted in the fitness room, unless accompanied by a parent or guardian. Use of the fitness room is at your own risk. ACCI is not liable for injury or health risks. Failure to follow the rules will result in revocation of privileges.

No one is permitted to use the fitness room without first executing a fitness room application and agreement. Access to the fitness room is granted through the use of the key fob. If you do not have a key fob, contact the Management Office. Residents should not allow access to strangers. Non-residents are not permitted to use the fitness room unless accompanied by a resident.

Rules for the use of the fitness room are posted in the fitness room. The last resident to leave should turn off the lights, the fans, and the television to conserve energy.

Section 10.07 Sauna

The saunas (located in the basements of the high-rise buildings) are provided for the use of ACCI residents only. Sauna keys can be signed out at the Front Desk from 5:00 a.m. to 10:30 p.m., every day. Use of the saunas is at your own risk. Americana Centre will not be liable for injury or health risks.

Section 10.08 Dolley Madison Room

The Americana Centre Dolley Madison Room ("DMR") is located in the basement of Building 4 and is available for use by residents of ACCI for social functions and committee meetings.

The DMR may be used at no charge to conduct business on behalf of ACCI by any group or committee approved by the Board of Directors or Management. Individual residents may also use the DMR at no charge on a non-exclusive basis.

A resident may reserve exclusive use of the DMR for a private event for a refundable

deposit of \$150, which must be provided to the Management Office upon making the reservation. If the room is not left clean, a charge of \$50 will be assessed from the deposit. An additional \$50 per hour will be deducted from the deposit for any additional staff cleaning time needed past the first hour. Should the damage or cleaning necessitate an amount greater than the deposit, the resident will be billed for the balance. Reservations for use of the DMR must be made through the Management Office at least five days in advance, and reservations shall be granted on a first-come, first-served basis.

Residents using the DMR are responsible for any and all damage to any part of the room and to any surrounding common areas, equipment, or furnishings caused by them or their guests and will reimburse the ACCI on a replacement-cost basis for any repairs or replacements that may be necessary as a result of such damages not covered by the deposit. Ultimate responsibility for damage to the property rests with the resident who reserved the DMR and the owner, if the resident is a tenant.

The resident who reserves the room must be present for the duration of the function for which it is reserved.

The resident, and not ACCI, is responsible for the actions of the guests either within or outside of the ACCI complex. The room must be left with the lights off, and a reasonable effort must be made to restore the room to its original clean condition.

The resident who reserved the room must supervise the activities of the caterer or other parties involved in the activity, including letting them into the building on arrival and overseeing removal of equipment and debris. Under no circumstances may doors be propped open, nor should the Front Desk be asked to allow guests to be buzzed in without identification. The guests must also register any cars parked in guest parking or must park on the street or in adjacent city lots. Music and noise must be held to a level that will not disturb neighboring residents.

Caterers must remove their equipment and debris as soon as possible after the function. The DMR must be vacated by 11:00 p.m. Sunday through Thursday and by midnight on Friday and Saturday.

Management will inspect the DMR the next business day following use of the DMR. Based on this inspection, the deposit, less any cleaning and damage fees, will be mailed to the resident within 15 business days.

The use of the DMR for any function that involves an admission fee of any kind is prohibited unless sponsored by ACCI. No sale of alcoholic beverages, food, or merchandise, etc., is permitted. Food and beverages must remain in the DMR. No person under the legal drinking age shall be served alcoholic beverages of any kind at any time.

The use of illegal substances is prohibited, and violation will result in immediate expulsion from the premises and denial of further use of the ACCI facility. Montgomery County fire

regulations limit the number of persons occupying the DMR to 145 persons standing or 115 persons seated at tables and chairs.

Violation of these rules governing the use of the DMR may be reason for immediate suspension of ongoing activity and/or denial of future use of the room at the discretion of the Board of Directors.

Article XI. VIOLATION AND FINE POLICY

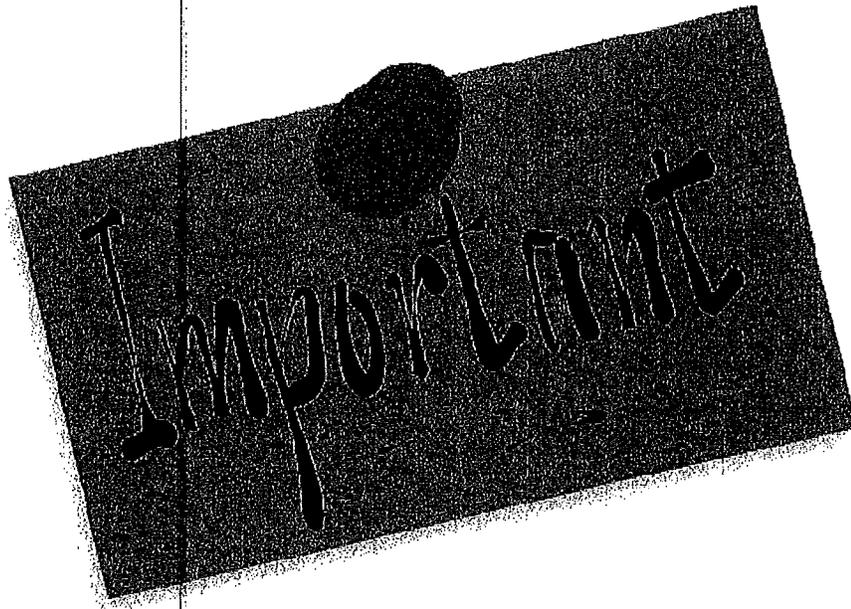
Any violation of the AOCI Rules and Regulations is subject to a fine by the Board of Directors. The Board of Directors follows the Dispute Settlement Mechanism process as described in § 11-113 of the Maryland Condominium Act. A copy of the Dispute Settlement Mechanism and the current fine schedule is available for review in the Management Office.

1. The first part of the document is a list of names and addresses of the members of the committee.

2. The second part of the document is a list of names and addresses of the members of the committee.

3. The third part of the document is a list of names and addresses of the members of the committee.

WELCOME TO AMERICANA CENTRE CONDOMINIUM

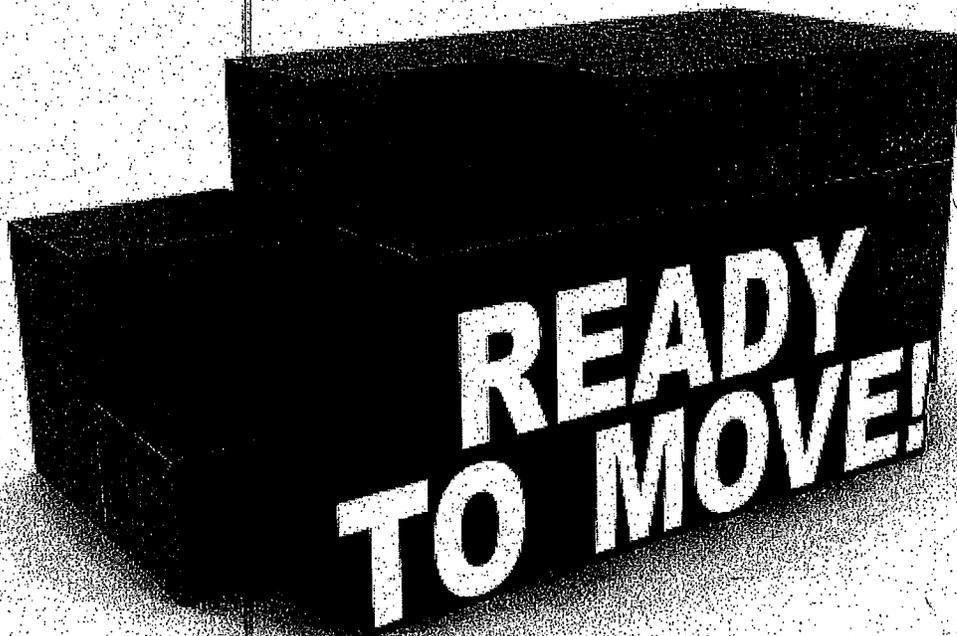


INFORMATION TO FOLLOW
REGARDING MOVE-IN'S, PET POLICY,
PARKING POLICY AND, IMPORTANT
CONSTRUCTION NOTICE AND OTHER
IMPORTANT FACTS.



MOVE IN/MOVE OUT

ALL OWNERS/RESIDENTS MUST REGISTER AT THE MANAGEMENT OFFICE BEFORE MOVING IN OR OUT. ALL MOVE INS SHOULD BE SCHEDULED 5 DAYS IN ADVANCE. A **NON-REFUNDABLE** MOVE IN/MOVE OUT FEE MUST BE PAID AT THE TIME OF MOVE IN (\$250 FOR HIGH RISES AND \$150 FOR GARDEN/TOWNHOUSES) ALONG WITH A **REFUNDABLE** DEPOSIT OF \$100 FOR ANY DAMAGE CAUSED BY MOVING IN. WEEKEND MOVE IN/MOVE OUT'S ARE PERMITTED WITH **PRIOR PERMISSION ONLY FROM MANGEMENT OFFICE FOR AN ADDITIONAL FEE.**



ALL DOCUMENTATION MUST BE COMPLETED INCLUDING IDENTIFICATON, PROVIDING VEHICLE REGISTRATIONS, CLOSING STATEMENTS AND ANY RENTAL LEASES.

THE NATIONAL BUREAU OF INVESTIGATION

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D. C. 20535

MEMORANDUM FOR THE DIRECTOR, FBI

SUBJECT: [Illegible]

[Illegible text follows]



APPROVED AND FORWARDED: [Illegible Signature]

SPECIAL AGENT IN CHARGE



FirstService
RESIDENTIAL



Attention Residents

IMPORTANT PAYMENT CHANGES

Please note the following important changes being made to the way your association fees and other miscellaneous charges are accepted moving forward.

NEW ONLINE PAYMENT PROVIDER

We are excited to introduce **ClickPay** as our new and improved way for you to manage and make payments online. **ClickPay** will be replacing our existing online payment platform, PayLease, and will provide a more convenient way for you to manage payments. Through **ClickPay**, payments can be made online by e-check **now for FREE** or by major credit and debit card at a reduced fee.

Important: If you previously paid online through PayLease, your account will operate until December 19, 2018 and will then be disabled along with any automatic payments scheduled through this platform. In order to avoid a disruption in your payment schedule and to continue paying online, you will be required to re-enroll in with **ClickPay on or after December 20th** via the email being sent to you or by following the instructions below.

www.clickpay.com/silverspring

- 1 Click **Register** and create your online profile
- 2 **Connect Your Home** using the account number found on your coupon or statement
- 3 Set up **Automatic Payments** or click **Pay Now** to make one-time payments

CHANGE TO OUR ACH DEBIT PROGRAM

Please note that we will be moving our ACH Debit Program over to **ClickPay** beginning December 20, 2018. **This change will not disrupt payments set up through our original payment program and no action will be required.**

Payments set up through the ACH Debit Program will continue to withdraw automatically through **ClickPay** and will now be listed on your bank statements as your community or association name. If you wish to manage or edit your setup, you may access your account **on or after December 20th** via the link being emailed to you or by creating your profile at the link above. To verify your account, you will be required to confirm the account number on your coupon or statement as well as your existing ACH Debit banking information.

CHANGE TO OUR MAILING ADDRESS FOR PAYMENTS

If you pay by check or money order, please mail your payments to our new mailing address listed below moving forward. If you pay through your bank's Online Bill Pay feature, please log in to your online banking account and update the payee's address as listed below along with the account number listed on your billing statement:

P.O. Box 62028
Newark, NJ 07101-8060

Checks should continue to be made payable to the entity name listed on your statement. Include the remittance slip with your payments and make sure to include your account number found on your coupon or statement in the notes section of your check or your Online Bill Pay settings.

For help with online payments or your ACH Debit configuration, please contact **ClickPay** through their help center at **www.ClickPay.com/GetHelp** or call 1.888.354.0135 (option 1).

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 354

PHYSICS 354: QUANTUM MECHANICS

LECTURE 1: INTRODUCTION TO QUANTUM MECHANICS

1.1 THE CLASSICAL LIMIT

1.1 THE CLASSICAL LIMIT

1.1.1 THE CLASSICAL LIMIT

1.1.2 THE CLASSICAL LIMIT

1.1.3 THE CLASSICAL LIMIT

1.1.4 THE CLASSICAL LIMIT

1.1.5 THE CLASSICAL LIMIT

1.1.6 THE CLASSICAL LIMIT

1.1.7 THE CLASSICAL LIMIT

CONSTRUCTION NOTICE

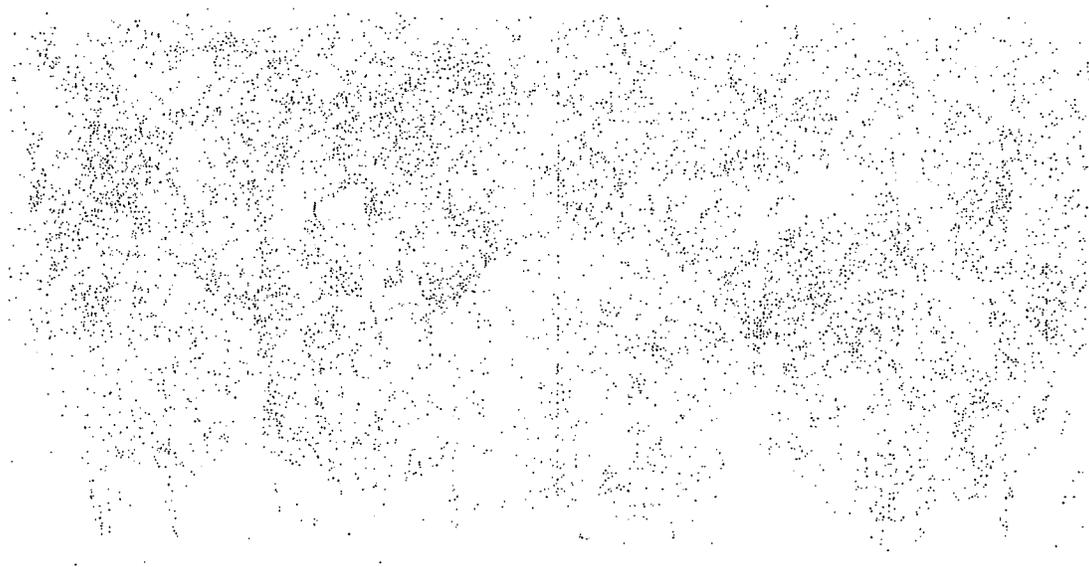


ATTENTION ALL NEW OWNERS:

IF YOU ARE PLANNING ON REMOVING,
ADDING, OR REMODELING YOUR UNIT, YOU
MUST COMPLETE THE NECESSARY PAPERWORK
IN THE OFFICE.

WITHOUT OFFICE APPROVAL, THE REQUIRED
LICENSE AND INSURANCE FROM YOUR
CONTRACTOR YOU WILL BE ISSUED A
VIOLATION.

UNITED STATES DEPARTMENT OF JUSTICE



UNITED STATES DEPARTMENT OF JUSTICE

OFFICE OF THE ATTORNEY GENERAL
WASHINGTON, D. C. 20530
MAY 19 1964
MEMORANDUM FOR THE ATTORNEY GENERAL
FROM: [Illegible]

RE: [Illegible]
[Illegible]
[Illegible]
[Illegible]

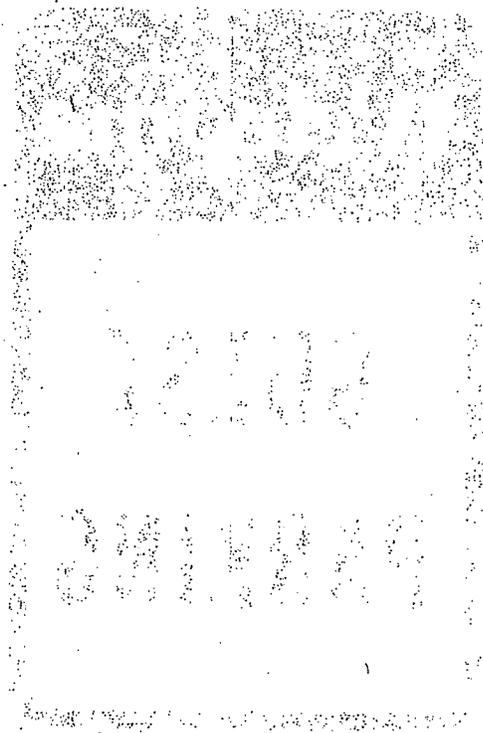
Guest Parking



All ACC visitors must register at our 24-hour front desk by calling 301-340-0700.

NO EXCUSES

Guest Parking

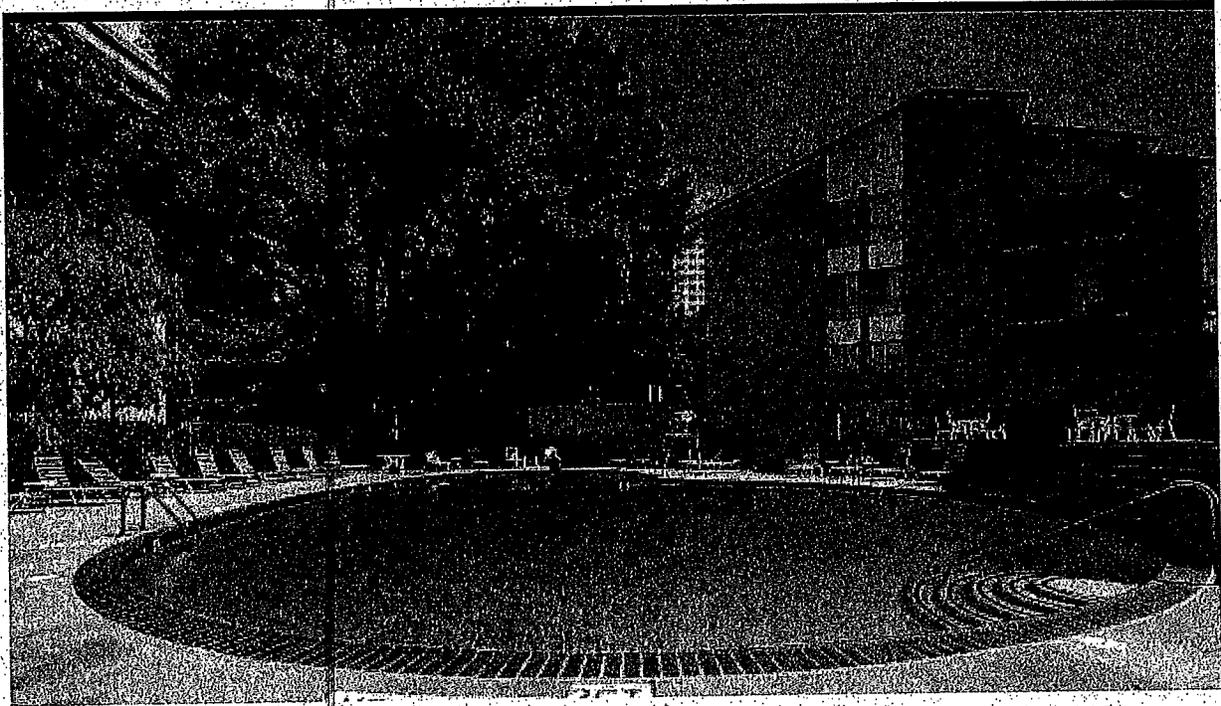


PLEASE USE THE GUEST PARKING SIGNAGE TO IDENTIFY YOUR VEHICLE AS A GUEST VEHICLE. THIS SIGNAGE IS PROVIDED FOR YOUR CONVENIENCE.

NO RESERVATION

Americana Centre!

UNFORTUNATELY, YOU WILL NEED
TO WAIT UNTIL NEXT YEAR

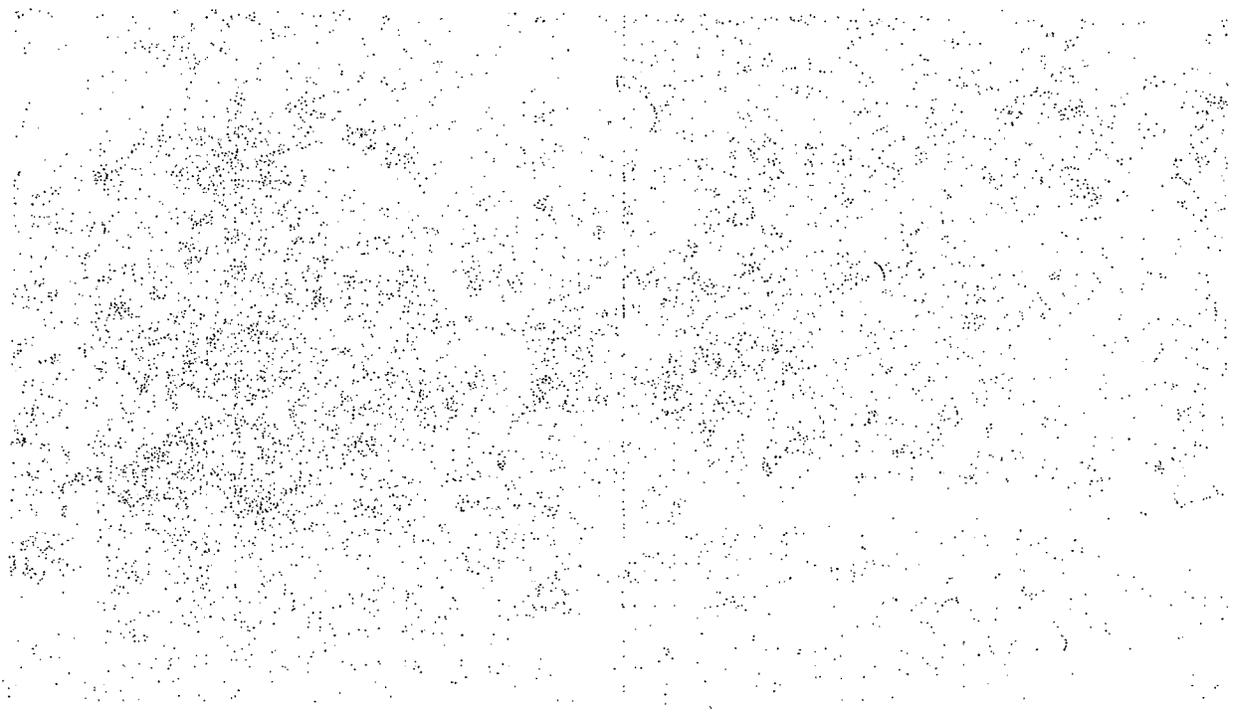


Pool is open Monday through Sunday and
Holidays from 11 a.m. - 8 p.m.

Entrance to the pool is with your key fob.

Visitors must accompany resident at the pool.

Questions, see Management Office



1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in all financial dealings.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It highlights the importance of using reliable sources and ensuring the integrity of the data throughout the process.

3. The third part of the document provides a detailed overview of the results obtained from the data analysis. It includes a comprehensive summary of the findings and a discussion of their implications for the organization.

4. The final part of the document offers recommendations and conclusions based on the analysis. It suggests several key areas for improvement and provides a clear path forward for the organization's future operations.

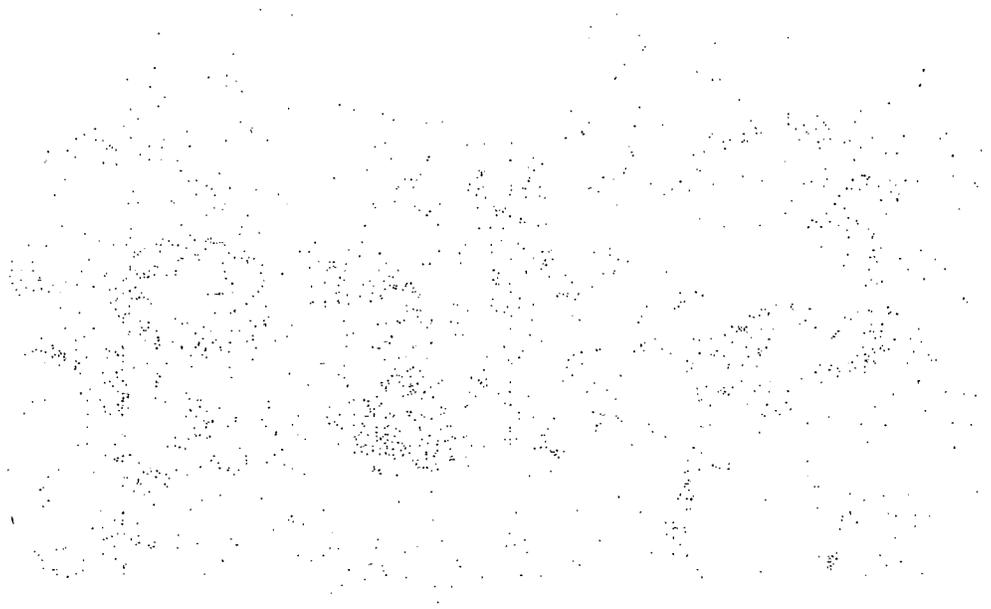


UNFORTUNATELY, YOU WILL
NEED TO WAIT UNTIL
NEXT YEAR

Grills are available Saturdays, Sundays and holidays from 3:30 p.m. to 7:15 p.m. Charcoal for the grill is available at the front desk on the day you signed up.

Sign up sheets are available at the front desk. First come gets the grill.

Questions, contact Management Office
(During Spring and Summer)



THE UNIVERSITY OF CHICAGO

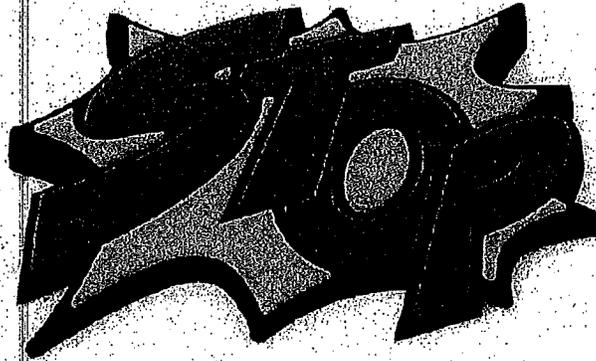
PHYSICS DEPARTMENT

5712 S. UNIVERSITY AVE.

CHICAGO, ILL. 60637

TEL: 773-936-3700

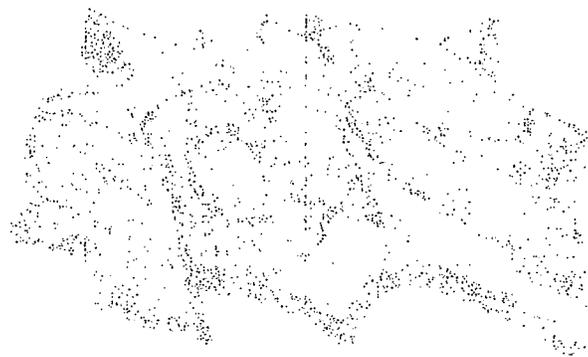
FAX: 773-936-3700



**ALL STORAGE UNITS ARE ASSIGNED BY THE
MANGEMENT OFFICE.**



If you have any questions, please ask.



THE UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE



U.S. GOVERNMENT PRINTING OFFICE: 1964



City of
Rockville
Get Into It

111 Maryland Avenue | Rockville, Maryland 20850-2364 | 240-314-5000
www.rockvillemd.gov

May 2, 2017

Janet Wilson, President, Board of Directors
The Americana Centre Condominium
118 Monroe Place
Suite 106
Rockville, MD 20850

Re: Map Amendment MAP2017-00117, The Americana Centre Condominium

Dear Property Owners and Other Interested Parties:

In accordance with Section 25.05.06 of the Zoning Ordinance, this letter formally notifies you that, with the Mayor and Council's adoption of Ordinance No. 2-17 (see enclosure) on April 17, 2017, the above-referenced Map Amendment application has been approved. The subject property is now within the Historic District overlay zone, and the zoning at the Americana Centre Condominium has been changed to MXTD (HD).

Now that the property has been locally designated, historic property tax credit programs may apply. For the county tax credit, please contact Mr. Michael Parent at the Montgomery County Department of the Treasury, at 240-777-8931, to determine how the property tax credit may be applied in the case of a residential condominium. Be sure to retain receipts for any exterior work that is done (such as exterior painting and ordinary repairs) and take "before and after" photographs of the work to include as documentation if you submit the Montgomery County tax credit application to Rockville for approval by the HDC.

For information on state and federal programs, it is best to contact the Maryland Historical Trust at 410-514-7627 to determine eligibility and if you plan to do any interior or exterior rehabilitation work that may be eligible for the state or federal income tax credit, as pre-approval is required.

Any persons aggrieved by this decision of the Mayor and Council may appeal same to the Circuit Court for Montgomery County, according to the Maryland Rules set forth in Title 7, Chapter 200.

SECRET

CONFIDENTIAL

The following information is being furnished to you for your information only. It is not to be disseminated outside your organization. This information is classified "Secret" because its disclosure could result in the identification of sources and methods of the Central Intelligence Agency and thus be injurious to the national defense.

The information contained in this document is the property of the Central Intelligence Agency and is to be controlled, stored, and disposed of in accordance with the provisions of the Central Intelligence Agency Security Manual. It is to be destroyed when it is no longer required for official use. This information is classified "Secret" because its disclosure could result in the identification of sources and methods of the Central Intelligence Agency and thus be injurious to the national defense.

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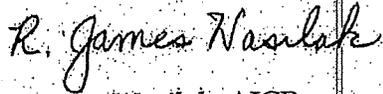
Americana Centre Condominium

May 2, 2017

Page 2

If you have any questions, please do not hesitate to call Sheila Bashiri or me at 240-314-8200.

Sincerely,



R. James Wasilak, AICP

Chief of Zoning

Enclosure

cc: Andy Gunning, Acting Director, Community Planning and Development Services
Sheila Bashiri, Preservation Planner
Brandi Ruff, Zalco Management Co.
John Becker
Rutie Eckdish
Lawrence Azin
Connie Mar-Powlowski
Nancy Pickard, Executive Director, Peerless Rockville

1912-13

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...



IMPORTANT INFORMATION ABOUT YOUR MARYLAND CONDOMINIUM INSURANCE

Maryland Condominium Act requires the council of unit owners to maintain property insurance on the common elements and units, exclusive of improvements and betterments installed in the units by unit owners, along with general liability insurance. This insurance coverage provides coverage for all elements of the condominium as originally constructed by the developer, including the units themselves. **Any improvements and/or betterments made to the individual unit, must be covered by a separate policy purchased and paid for by the unit owner.**

The law also provided that any deductible applicable under the condominium master insurance policy was a common expense of the condominium, regardless of whether the cause of the damage originated in the common elements or an individual unit. However, it authorized that the condominium's bylaws could provide for a unit owner to be responsible for the deductible, if the cause of the damage originated in their unit, but only up to a maximum of \$5,000.

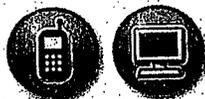
A condominium board of directors must provide notice annually to all owners regarding an owner's responsibility for the property insurance deductible up to \$5,000.00 and the amount of the deductible. A similar notice must be included in resale certificate issued by the condominium.

Important Points to Remember

- Every unit owner must purchase and maintain a separate insurance policy covering improvements and betterments installed in the units by unit owners, along with general liability insurance. This policy should have sufficient coverage limits for personal property i.e. furniture, clothing, computers and other property. This insurance policy should be "all risks" policy and not just a limited "named peril" policy. The insurance will also include additional living expenses to cover expenses while the condominium unit is under repair due to a covered claim such as fire or water damage.
- Unit owners should also confirm with their insurance agent that the policy will provide coverage to take care of the deductible up to \$5,000 which can be assessed by the council of unit owners in the event of a claim under the condominium master policy.

Important Resource

Maryland Condominium Act: <http://www.sos.state.md.us/registrations/condominiumbooklet.pdf>



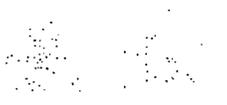
THE UNIVERSITY OF CHICAGO
DEPARTMENT OF POLITICAL SCIENCE

The following information is provided for your information. It is intended to be a general overview of the program and is not intended to be a substitute for the program's website or other sources of information. The program is designed to provide a comprehensive education in the field of political science and to prepare students for careers in government, business, and academia. The program includes a variety of courses in the field of political science, including American government, comparative government, international relations, and political theory. The program also includes a variety of opportunities for students to gain practical experience, including internships and research opportunities. The program is designed to be flexible and to allow students to tailor their education to their interests and career goals. For more information, please visit the program's website at <http://www.uchicago.edu/polsci>.

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REQUEST FOR CERTIFICATE OF INSURANCE

***** ONLY FOR PROPERTIES LOCATED IN VA, DC and MD *****

After filling out this form, please email it to USI.CertRequest@usi.com or fax it to (610)362-8377
Our turnaround time is between 48 - 72 hours

IDENTIFY THE CONDOMINIUM/COMMUNITY ASSOCIATION

Association Name: _____

State: Virginia Maryland District of Columbia

PROPERTY OR UNIT OWNER INFORMATION

First and Last Name: _____

Property Address: _____

Unit Number: _____

City: _____ State _____ Zip _____

LENDER INFORMATION OR CERTIFICATE HOLDER

This request is NOT for a lender, I do not need to add a mortgage clause.

Loan Number: _____

Company Name: _____

Lender Address: _____

City: _____ State _____ Zip _____

DELIVERY INSTRUCTIONS

Date Certificate is Needed: _____ Phone number for questions: _____

Deliver via Fax #1: _____ Fax #2: _____

Deliver via E-mail address #1: _____

Deliver via E-mail address #2: _____

Thank you for submitting your request, you will receive a certificate within 48 - 72 hours

MEMORANDUM FOR THE RECORD

DATE: 10/15/54

TO: SAC, NEW YORK

FROM: SA [Name], NEW YORK

SUBJECT: [Subject Name]

[Detailed description of the subject's activities and background]

[Additional information regarding the subject's status]

[Further details of the investigation]

[Summary of findings]

[Concluding remarks]

[Final status and recommendations]

[Administrative notes]

[Distribution list]

[Signatures and dates]

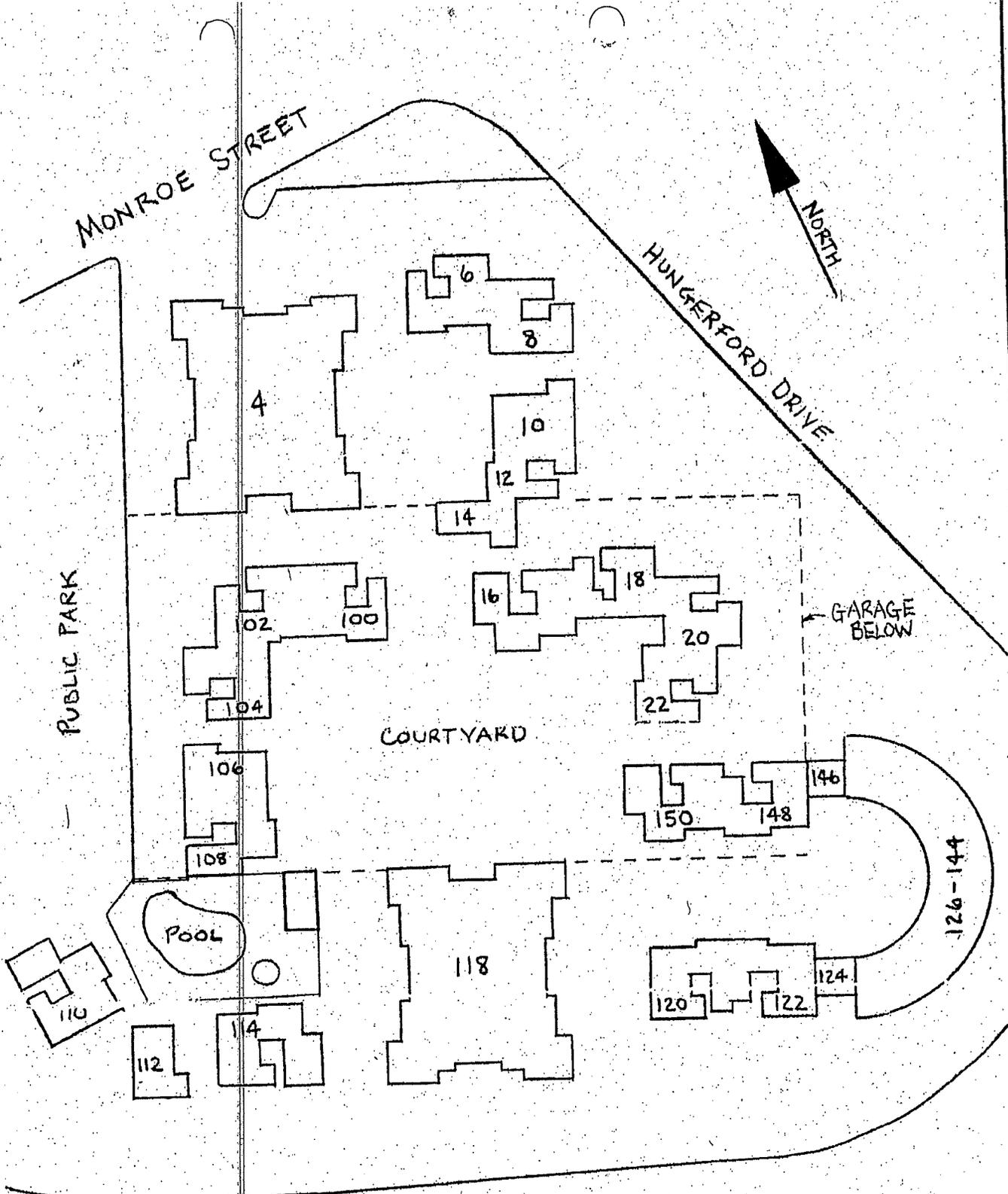
[Official stamps and markings]

[Additional administrative information]

[Final review and approval]

[Closing remarks and signature]

[Final administrative notes]



SITE PLAN

NOT TO SCALE

	<p>THOMAS DOWNEY, LTD. 301 N. FAIRFAX STREET, SUITE 108 ALEXANDRIA, VIRGINIA 22314 (703) 548-3403 FAX (703) 548-3715</p>	<p>AMERICANA CENTER CONDOMINIUM ROCKVILLE, MARYLAND</p>	<p>JOB 95-129 DATE 12/95 SHEET S1</p>
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PLEASE READ
IMPORTANT
INFORMATION

PARKING POLICY



AMERICANA CENTRE VEHICLE REGISTRATION

Parking Tag #	_____
Color:	_____
Make:	_____
Model:	_____
License Plate:	_____
Registration Exp Date:	____/____/____

Parking Tag #	_____
Color:	_____
Make:	_____
Model:	_____
License Plate:	_____
Registration Exp Date:	____/____/____

PARKING REGISTRATION – REGULATION SUMMARY & REQUEST FORM

NAME: _____ UNIT: _____

____ REGISTERING 1ST VEHICLE _____ REGISTERING 2ND VEHICLE

____ UPDATE VEHICLE INFORMATION _____ REPLACE PARKING TAG # _____

Please allow this notice to clarify the recently passed Parking Resolution. This program is an attempt to provide the most workable solution for all concerned. If further improvement can be found for the plan to make it even more workable, the Board will act upon those at that time. Thank you for your attention to this new policy.

1. Each unit parking in a reserved space must register their vehicle(s) and obtain a parking tag annually in the months of November and December each year. Each resident is required to provide the Council with the name of the owner of the Approved Motor Vehicle, a copy of the registration, proof of valid insurance, a copy of a valid driver's license, if the resident has one, the address, phone number, and the serial number of the key fob/card, sticker or decal provided to the owner of the reserved space.
2. Registration information can be submitted to the Management Office electronically. Arrangements can be coordinated with the Management Office for after-hours pickup.
3. Parking tags expire December 31 of each year. There is a replacement \$75.00 fee for a lost or stolen parking tag and a \$25/50 replacement fee for a key fob/card.
4. All vehicles receiving a tag must be registered under unit owner name or an Americana Centre resident listed in the lease. Unit owners are required to provide the parking tag and key fob/card to their tenants using the space and the tenants must register their vehicles.

AMERICANA CENTRE VEHICLE REGISTRATION

5. Parking tags must be visible, so please consider tint darkness when determining the optimal location. The tag may be hung from the rear view mirror, placed in the bottom left hand (driver's side) corner of your rear window, placed on the front window (bottom left driver's side). Motorcycles must place permit on right front prong of wheel axel.
6. Illegal parking in fire lanes and designated handicapped parking is enforced 24/7.
7. Vehicles must display current vehicle license plates and inspection stickers unless special restrictions apply. These restrictions must be documented by the Management Office.
8. All Owners and all Owners who have tenants, their vehicles MUST be registered with the Management office and decal immediately. NO warnings will be issued.
9. Rules for visitor will be as follows:
Approved Motor Vehicles of bona fide guests shall be allowed to park their Approved Motor Vehicles only in the guest parking or the reserved space(s) assigned to the unit to which such guest is visiting. All guest vehicle information must be provided to the front desk, including the make, model and license plate of the vehicle and the anticipated length of time the vehicle shall be parked. This information should be provided by the resident to the front desk within 15 minutes after the parking of the guest's vehicle in the Assigned Space or guest space. Vehicles will need to be reregistered if the guest stays longer than the time indicated or if the vehicle is moved to a different space. Guests staying longer than 72 hours must register with the Management Office.
10. Rules for rental or loaner car parking passes will be as follows:
 - The rental or loaner agreement must be presented and the dates of the pass will be only for the dates of the rental agreement.
 - The decal of the vehicle that is not being used during these dates will be voided for that period and will be towed if it is on the lots.
11. Refer to the Parking Resolution for the entire resolution.

By signing this, I agree to the terms and conditions set forth by Americana Centre Condominium, Inc.

Signature: _____

Date: _____

AMERICANA CENTRE CONDOMINIUM, INC.

Policy Resolution No. 2016-08-01

(Rules and Regulations Regarding Parking of Vehicles)

WHEREAS, Article V, Section 3 of the By-laws of Americana Centre Condominium, Inc. (hereinafter referred to as "By-laws" and "Council" or "Corporation," respectively) states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members; and

WHEREAS, Article X, Section 3(b) and Article XIV, Section 1 of the Bylaws empower the Board of Directors to regulate the parking spaces, including the assignment of parking spaces upon the general common elements, and may enact supplemental rules and regulations regarding parking and traffic control; and

WHEREAS, Article 3, Section 3.2(k) of the By-laws provides that the Board of Directors shall have the power to enforce the provisions of the Act, Declaration, Bylaws and Rules; and

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals incorporated herein by reference, the Board adopts the following policy regarding the parking of vehicles on the common elements.

I. GENERAL PROVISIONS

A. Property Damage.

The parking of vehicles on the Council's general common elements ("Property") is at the sole risk and expense of the vehicle operator/owner. The Council assumes no responsibility for any vehicular-related personal or property damage occurring on the Property.

B. Approved Motor Vehicles.

Approved Motor Vehicles are conventional passenger vehicles, motorcycle, personal van or pick-up truck of three-quarter (3/4) tons or less gross capacity that has a valid and current license plate and registration. Only Approved Motor Vehicles may be parked on the Property. Recreational Vehicles and Inoperative Vehicles, as defined in Article III of this policy, shall not be parked on the Property unless engaged in business with the Council.

C. Registration.

All residents who have the right to use a reserved space shall register their Approved Motor Vehicle(s) with the Council by submitting a Vehicle Registration Form ("Form"). The

current Form is attached as Exhibit A. The Board reserves the right to revise the Form without amending this Resolution and residents are required to use the most current Form in effect when registering vehicles. Each resident is required to provide the Council with the name of the owner of the Approved Motor Vehicle, a copy of the registration, proof of valid insurance, a copy of a valid driver's license, if the resident has one, the address, phone number, and the serial number of the transponder, sticker or decal provided to the owner of the reserved space.

D. Guest Parking.

Approved Motor Vehicles of bona fide guests shall be allowed to park their Approved Motor Vehicles only in the reserved space(s) assigned to the unit to which such guest is visiting. All guest vehicle information must be provided to the front desk, including the make, model and license plate of the vehicle and the anticipated length of time the vehicle shall be parked. This information should be provided by the resident to the front desk within 15 minutes after the parking of the guest's vehicle in the Assigned Space or guest space.

II. ASSIGNMENT OF PARKING SPACES

- A. Each unit shall be entitled to one assigned parking space ("Assigned Space").
- B. Assigned Spaces are for the exclusive use of the unit to which the parking space is assigned.
- C. Use of an Assigned Space is subject at all times to the Master Deed, Bylaws and any rules and regulations adopted by the Board.
- D. The Board may revoke Assigned Spaces if the unit owner/resident does not park in the Assigned Space for 3 months. Before revoking the Assigned Space, a letter shall be sent to the unit owner advising him/her that the Assigned Space will be revoked within a certain time frame unless the unit owner provides an explanation regarding the non-use of the Assigned Space and why he/she would like to keep the Assigned Space.
- E. The Board shall assign additional spaces to residents at a fee schedule to be determined by the Board. The current fee schedule is attached hereto as Exhibit C, although it is subject to updating at the Board's discretion.

III. RULES AND REGULATIONS

A. Parking.

1. Residents are only permitted to park their vehicle in the Assigned Space for their unit or any unassigned parking space as designated by Management.
2. All residents and their guests are prohibited from using the parking areas for any purpose other than vehicular parking. Storage of any other items such as carts, bicycles or other equipment is prohibited.

3. All vehicles must be parked in a manner such that they fit entirely within the confines of a single parking space. No vehicle shall be parked in a manner that unreasonably impedes ready vehicular access to any adjoining parking space. Where there is no marked line (i.e., on the entrance side of the space), the end of the space shall be the straight line connecting the ends of the spaces. The Board reserves the power to allow vehicles to be parked in a manner that extends beyond the confines of the parking space in those instances where the configuration of the parking space is so unusual as to prevent a passenger vehicle from fitting within the confines of the parking space. Residents must specifically obtain the prior written approval of the Board of Directors before parking beyond the confines of the space. Failure to obtain this prior approval may result in the towing of the vehicle.

4. By order of the Fire Marshall, motorcycles and any other motor driven cycles must be parked in a designated parking space. Motorcycles are subject to the same rules set forth in this policy.

5. No vehicle shall be parked in such a manner and in any area that obstructs the safe, free-flow of moving vehicular traffic or obstructs the movement of other vehicles or pedestrians.

6. No vehicles shall be parked in violation of any posted sign.

7. No vehicles shall be parked on any area designated for pedestrian or emergency use.

8. The dumping, disposal or leak of oil, grease, or any other chemical residual substance, or any substance or particles from holding tanks of any vehicles is strictly prohibited.

9. Parking is not permitted on any unpaved or unmarked area of the Property.

B. Access.

Unit owners shall receive one (1) garage sticker and one transponder per parking space assigned to their unit. A \$75 replacement fee shall be assessed for any lost or stolen access device and such fees may be increased from time to time by the Board without further notice. Unit owners are required to provide the sticker and transponder to their tenants using the space and the tenants must register their vehicles.

C. Vehicle Condition.

1. No junk or derelict vehicles shall be parked in any parking space or on the Property at any time. Any vehicle that cannot be operated in its existing condition because the parts necessary for operation, such as, but not limited to, tires, wheels, windshield, engine, drive train, driver's seat steering wheel or column, gas or brake pedals, are removed, damaged, or destroyed or has a significantly deteriorated body condition, shall be deemed to be a junk or

derelict vehicle, regardless of the display of a valid state license, registration and/or inspection sticker.

2. Vehicles that present a hazard or nuisance by operating noise or exhaust emission are prohibited. If any vehicles damage any portion of the Property, the unit owner shall be assessed the expense to repair the Property.

3. No vehicle repairs are permitted in any parking space or elsewhere on the Property other than minor repairs/maintenance such as replacement of windshield wiper blades, refilling wiper fluid and minor paint touch ups. Major repairs, such as oil changes, extensive painting, repair or overhaul are prohibited. In the event that any vehicle on its own or as a result of repairs performed on a vehicle on the Property resulting in leakage or other damage to any portion of the Property, the Board of Directors shall assess the unit owner the cost of restoring the damaged area.

4. All vehicles that are parked on the Property must be currently and properly licensed and tagged or they will be considered Inoperable Vehicles and shall be subject to towing.

D. Trespassing Vehicles.

Any vehicle not displaying the proper garage sticker and the owner of which cannot be identified from Council records shall be deemed a trespassing vehicle and shall be subject to the Enforcement Procedures in Section IV below.

E. Additions and Alterations.

No signs, initials, numbers, storage containers, or any other additions or alterations to either parking spaces or the common elements shall be painted, displayed, or erected on the Property other than those approved by the Council.

F. Vehicle Operation.

1. The unnecessary sounding of vehicle horns and playing a car radio or other sound devices at excessive volumes is strictly prohibited.

2. Vehicles shall be operated in a safe and prudent manner so as not to endanger the life, limb, or property of another person.

3. Operators of vehicles shall keep to the right in traveled portions of the parking areas.

4. Vehicle operators shall yield the right-of-way to pedestrians.

5. Posted speed limits shall be obeyed.

G. Prohibited Vehicles

1. Recreational Vehicles: Recreational Vehicles, which are vehicles used primarily for recreational use, as opposed to conventional passenger use, are prohibited on the Property at all times and shall be subject to towing. Recreational Vehicles include, but are not limited to, motor homes, self-contained campers, mobile homes, boats, all-terrain vehicles, dune buggies, trailers, boat trailers, pop-up camper/tent trailers, horse trailers, any trailers or semitrailers used for transporting wave runners, jet skis, motorcycles, or all-terrain vehicles, whether or not such trailer or semitrailer is attached to another vehicle.

2. Inoperable Vehicles: Inoperable Vehicles are vehicles with a malfunction of an essential part required for the legal operation of the vehicle or any vehicle that is partially or totally disassembled as a result of the removal of tires, wheels, engine, or other essential parts required for legal operation of a vehicle. Inoperable Vehicles are prohibited on the Property at all times and shall be subject to towing.

3. Other Equipment and Machinery: Any agricultural, industrial, construction or similar machinery or equipment is prohibited from parking at all times on the Property.

IV. ENFORCEMENT PROCEDURES

A. Indemnity.

If any vehicle owned or operated by a unit owner, or his/her family member, tenants, guests, invitees or licensees shall be parked, operated, or abandoned in such a manner as to violate the Bylaws or the Council's Rules and Regulations, the Council shall be held harmless by such unit owner for any and all damages or losses that may ensue due to towing or otherwise, and any and all rights in connection therewith that the owner or driver may have under the provisions of applicable law are hereby expressly waived. Each unit owner shall defend, indemnify and hold the Council and its agents, officers, directors and employees harmless from and against any claims, causes of actions, suits, liability which may be asserted against, threatened or imposed on the such persons from tenants, guests, invitees or family members, etc., related to such parking, operation, or abandonment, enforcement and any consequences thereof.

B. Scope of Enforcement.

1. Any vehicle that is parked in violation of any provisions contained in this Policy shall be deemed to be parked without the permission of the Council and subject to enforcement as provided in Section III.C herein and in accordance with applicable law that provides for the removal by towing of any vehicle that is parked without permission.

2. Assigned Spaces. Unit owners or tenants entitled to the use of an Assigned Space are responsible for contacting the Council management office or front desk if he/she wishes to have a vehicle removed from his or her Assigned Space. The Council's site

manager/staff will generally try and assist the unit owner/tenant in identifying unauthorized users of Assigned Spaces whenever possible to see if the misuse can be quickly resolved. Before the Council contacts the Council's designated towing firm to have a vehicle towed from a reserved space, the unit owner/tenant must sign an Indemnification Form (exhibit B) indicating that the Council is authorized by the unit owner/tenant to contact the Council's towing service to tow the vehicle from the Assigned Space.

3. General Common Element Areas. Any vehicle parked in any general common element area without Management's permission is subject to being towed and stored off the Property at the vehicle owner's expense and risk.

4. The Board reserves the right to exercise all powers and remedies provided by the Master Deed, Bylaws and rules and regulations and applicable local, county, or state laws to enforce this Policy.

C. Enforcement Procedures.

1. Any vehicle found in violation of this policy shall be towed at the vehicle owner's risk and expense. If a notice of infraction is placed on the vehicle, it will be towed within the time frame indicated on the notice. Otherwise, the vehicle may be towed immediately.

2. Any vehicle that is parked in such a way that emergency vehicle ingress or egress appears to be impeded is subject to immediate towing without notice.

3. Violations of this Policy in excess of two (2) times within a 12-month period may result in the revocation of the Assigned Space. This action will be in addition to any towing.

4. Nothing in this Policy should be construed as preventing or discouraging the Council, the management agent, or any resident of the Council from reporting any violation to the Police Department or other appropriate County Department where such violation may also constitute a violation of the laws or ordinances of Montgomery County or the State of Maryland.

5. The Council reserves the right to exercise all powers and remedies provided by the Council's governing documents and the laws of Maryland and Montgomery County for any violation of this policy.

D. Towing Information.

1. At appropriate and prominent locations throughout the Property, the Council shall post signs that comply with state and local requirements and which shall include a telephone number or appropriate information as to where the vehicle may be retrieved.

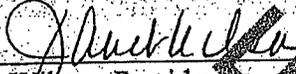
2. In the event that a vehicle is towed for any violation of this policy, the vehicle owner shall be solely responsible for all costs associated with the towing and storage of their vehicle.

3. The Council disclaims responsibility for any damage to any vehicle parked or operated in the parking garage and any and all damage to the vehicle or property therein resulting from the towing and storage of the vehicle by a tow operator.

This resolution supersedes any previously adopted resolutions regulating the same subject matter and is adopted pursuant to § 11-111 of the Maryland Condominium Act.

The effective date of this Resolution shall be **November 1, 2016**.

AMERICANA CENTRE CONDOMINIUM, INC.



Janet Wilson, President

APPROVED

AMERICANA CENTRE VEHICLE REGISTRATION

Parking Tag # _____
Color: _____
Make: _____
Model: _____
License Plate: _____
Registration Exp Date: ___ / ___ / ___

Parking Tag # _____
Color: _____
Make: _____
Model: _____
License Plate: _____
Registration Exp Date: ___ / ___ / ___

PARKING REGISTRATION - REGULATION SUMMARY & REQUEST FORM

NAME: _____ UNIT: _____

___ REGISTERING 1ST VEHICLE

___ REGISTERING 2ND VEHICLE

___ UPDATE VEHICLE INFORMATION

___ REPLACE PARKING TAG # _____

Please allow this notice to clarify the recent y passed Parking Resolution. This program is an attempt to provide the most workable solution for all concerned. If further improvement can be found for the plan to make it even more workable, the Board will act upon those at that time. Thank you for your attention to this new policy.

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2. Registration information can be submitted to the Management Office electronically. Arrangements can be coordinated with the Management Office for after-hours pickup.
3. Parking tags expire December 31 of each year. There is a replacement \$75.00 fee for a lost or stolen parking tag and a \$25/50 replacement fee for a key fob/card.
4. All vehicles receiving a tag must be registered under unit owner name or an Americana Centre resident listed in the lease. Unit owners are required to provide the parking tag and key fob/card to their tenants using the space and the tenants must register their vehicles.

AMERICANA CENTRE VEHICLE REGISTRATION

5. Parking tags must be visible, so please consider tint darkness when determining the optimal location. The tag may be hung from the rear view mirror, placed in the bottom left hand (driver's side) corner of your rear window, placed on the front window (bottom left driver's side). Motorcycles must place permit on right front prong of wheel axel.
6. Illegal parking in fire lanes and designated handicapped parking is enforced 24/7.
7. Vehicles must display current vehicle license plates and inspection stickers unless special restrictions apply. These restrictions must be documented by the Management Office.
8. All Owners and all Owners who have tenants, their vehicles MUST be registered with the Management office and decaled immediately. NO warnings will be issued.
9. Rules for visitor will be as follows:
Approved Motor Vehicles of bona fide guests shall be allowed to park their Approved Motor Vehicles only in the guest parking or the reserved space(s) assigned to the unit to which such guest is visiting. All guest vehicle information must be provided to the front desk, including the make, model and license plate of the vehicle and the anticipated length of time the vehicle shall be parked. This information should be provided by the resident to the front desk within 15 minutes after the parking of the guest's vehicle in the Assigned Space or guest space. Vehicles will need to be registered if the guest stays longer than the time indicated or if the vehicle is moved to a different space. Guests staying longer than 72 hours must register with the Management Office.
10. Rules for rental or loaner car parking passes will be as follows:
 - The rental or loaner agreement must be presented and the dates of the pass will be only for the dates of the rental agreement.
 - The decal of the vehicle that is not being used during these dates will be voided for that period and will be towed if it is on the lots.
11. Refer to the Parking Resolution for the entire resolution.

By signing this, I agree to the terms and conditions set forth by Americana Centre Condominium, Inc.

Signature: _____

Date: _____

EXHIBIT B
TOWING AUTHORIZATION AND INDEMNIFICATION
Americana Centre Condominium, Inc.

I/We _____ (unit owner/tenant) do hereby attest as follows:

1) I/we have been assigned Reserved Space # _____ (Space) on Americana Centre Condominium, Inc. ("ACCI") property and have the exclusive use of such Space;

2) That there is currently parked in such Space a vehicle described as follows:

(tag/make/color).

3) That described vehicle is not owned or operated by anyone living in my unit, a guest and/or is otherwise not known or authorized by I/us to park in the Space; and

4) I/We are asking that ACCI contact the authorized tow operator and allow the tow operator to remove the described vehicle;

5) I/We agree that we will sign any additional releases/authorizations that may be required by the tow operator and that ACCI is merely allowing the tow operator access to ACCI property based upon my/our representations;

6) I/We agree that we will reimburse, indemnify, defend and hold Americana Centre Condominium, Inc., its Board, officers, directors, agents, employees, residents and unit owners free and harmless from any and all liabilities, claims, actions, threats, damages, suits, injuries, (including legal fees and costs incurred in such defense or otherwise) known or not known, from any person, associated in any way with the towing of the vehicle described in paragraph 2 herein.

7) I/We understand we have the right to have this agreement reviewed and I/we are executing this with full understanding that this is a legal instrument.

Owner/Lessee Printed Name: _____

_____ Date

Owner/Lessee Printed Name: _____

_____ Date

Authorizing ACCI Employee: (print name): _____ Date: _____

Hereby affirm that the referenced Owner/Lessee produced driver's license or other appropriate form of identification and that I affirmed that such person is listed on the site records as current owner/lessee.

Form of ID: _____ (Photocopy should be made of ID)

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**PLEASE READ
IMPORTANT
INFORMATION**

PET POLICY



City of Rockville Police Department

2 West Montgomery Avenue, Rockville, MD 20850

Phone: 240-314-8937 - Fax: 240-314-8999

www.rockvillemd.gov

PLEASE PROVIDE THE FOLLOWING INFORMATION (Instructions on back)

Pet Information:

Dog Cat Ferret

Pet Name _____

Sex of Pet:

Male

Female

Breed _____

Spayed or Neutered?

Yes

No

Color(s) _____

Over 1 Year Old?

Yes

No

Size: S-under 20 lbs M-20-50 lbs L-over 50 lbs

Microchip Number (if applicable) _____

Rabies Vaccination Expiration Date _____

License can only be issued up to the rabies vaccination expiration date

Owner Information:

Owner Name _____

Address _____ Apt. _____

City _____ State _____ ZIP _____

Phone: Home _____ Work _____ Cell _____

Email _____

Please check/sign all applicable:

I hereby certify that my pet has been spayed or neutered.

Signature _____

I authorize the City of Rockville Government or its agents to provide veterinary care for my animal(s) if it is injured or ill and I am not available to arrange for such care.

I agree to pay for veterinary expenses \$200 \$500 Veterinarian: _____

Signature _____

I hereby certify that this dog has not been declared potentially dangerous or any such like term by any other jurisdiction. Previous address if dog resided in another jurisdiction: _____

Signature _____

I hereby certify that this dog is not a guard dog.

Signature _____

I hereby certify that I am 60 years of age or older and eligible for the reduced pet license fee.

Signature _____

I hereby certify that I am a recipient of public assistance and eligible for the reduced pet license fee and I understand that a false statement is punishable by law. Public assistance ID number: _____

Signature _____

FOR OFFICE USE ONLY

Issued by _____ Date _____ Entered by _____ Date _____

1-Year Vacc 3-Year Vacc New Renewal

ANIH# _____ Vacc Expires _____ License# _____

Expires _____ Issued _____

CC _____ Check # _____ Cash _____

Years	One	Two	Three	Fee Paid
Unaltered Pet	\$24	\$48	\$72	
Altered Pet	\$12	\$24	\$36	
Reduced Fee	\$24/6	\$48/2	\$72/18	\$ _____

Late fee: \$3

RETURN ALL COPIES OF THE FORM, COPIES OF RABIES CERTIFICATE AND FEE

PET VACCINATION AND LICENSING

- All dogs, cats and ferrets in the City of Rockville must have a current rabies vaccination. Dogs, cats and ferrets over the age of four (4) months must have a current city license.
- The fine for an unvaccinated pet is \$250. The fine for an unlicensed pet is \$50.
- Licensing office hours are 8:30 a.m.-5 p.m. Monday through Friday.

NOTE: RABIES CERTIFICATE MUST BE SUBMITTED WITH EACH APPLICATION.

Please make checks or money orders payable to the City of Rockville:

If your payment is less than the amount required to license your pet your license application will be returned to you for additional payment.

1. If your pet is unaltered:

One-year license - \$24, Two-year license - \$48, Three-year license - \$72

2. If your pet is altered (spay/neuter certificate must be submitted, or spay/neuter affidavit must be signed on the front of this application):

A. One-year license - \$12, Two-year license - \$24, Three-year license \$36

B. Reduced license fees are available for handicapped individuals, public assistance recipients and those 60 years of age or older. Proof of public assistance is required.

One-year license - \$6, Two-year license - \$12, Three-year license - \$18

If the fee is submitted past license expiration date, a \$3 late fee is due.

If your pet's tag is lost, a replacement is available by mail for \$1. Please include a copy of the pet registration form, if available.

**MAIL TO: Rockville City Police Department, Neighborhood Service Division,
2 W. Montgomery Avenue, Rockville, MD 20850.**

PHONE: 240-314-8937

Pet Registration Form (Please attach photo of each pet)

Date: _____

Unit Number: _____

Name of Unit Owner(s): _____

_____ **Name of Tenant(s) (if applicable):**

Phone Number: _____ **(Day)**

_____ **(Evening)**

Number of Pet(s): _____

Type of Pet(s): _____

Description of Pet(s)

Name	Dog or cat	Breed	Color	Weight	License No.

The undersigned Unit Owner(s) hereby certifies and acknowledges that (i) the above described pet(s) have received all inoculations and registrations/licenses required by law, (ii) I/we have read and shall abide by the Pet Policies for Americana Centre Condominium, Inc., and (iii) I/we shall indemnify and agree to hold free and harmless the Council of Unit Owners, the developer, the Managing Agent, and each resident and guest from any loss, claim or liability of any kind or character whatever arising from the presence of such pet(s) within any portion of the Condominium.

Signature

Print Name

This policy was adopted pursuant to §11-111 of the Maryland Condominium Act.

RESOLUTIONS ACTION RECORD

Resolution Type: Policy No. 2017-09-01

Pertaining to: Policy and Procedures For Pets

Duly adopted at a meeting of the Board of the Americana Centre Condominium, Inc. held,
October 26, 2017.

Motion by: _____ Seconded by: _____

VOTE: YES NO ABSTAIN ABSENT

Janet Wilson ✓ _____
Janet Wilson, President

_____ ✓
Sam Brewster, Vice President

Debbie Jackson ✓ _____
Debbie Jackson, Secretary

_____ ✓
Shashi Koduru, Treasurer

John Becker ✓ _____
John Becker, Director

_____ ✓
Tyler Bennett, Director

Connie Mar-Pawloski ✓ _____
Connie Mar-Pawloski, Director

ATTEST:

Debbie Jackson
Secretary

October 26, 2017
Date

Resolution effective: November 1, 2017.

AMERICANA CENTRE CONDOMINIUM, INC.

POLICY RESOLUTION NO. 2017-09-01

(Policy & Procedures Regarding Pets)

WHEREAS, Article V, Section 3 of the By-laws of Americana Centre Condominium, Inc. (hereinafter referred to as "By-laws" and "Council" or "Corporation," respectively) states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members;" and

WHEREAS Article V, Section 3(d) of the Bylaws empowers the Board to promulgate and enforce rules and regulations "respecting the use, occupancy and maintenance of the project and the use of the general and limited common elements as are designated to prevent unreasonable interference with the use and occupancy of the condominium project and of the general and limited common elements by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Master Deed;" and

WHEREAS Article X, Section 3(e) of the Bylaws state, "The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, poultry or venomous or poisonous animals of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon the common elements, except that this shall not prohibit the keeping of a small, orderly dog, cat and/or caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding." and

WHEREAS the Board has determined that it is in the best interests of the Council to adopt updated rules and regulations regarding pets;

NOW THEREFORE, BE IT RESOLVED THAT the Board duly adopts the following rules and regulations regarding pets.

I. General Guidelines

A. Permitted Pets

Only small domesticated dogs, cats, and caged birds, shall be permitted within the Condominium and otherwise in accordance with these Pet Policies. Dogs shall weigh no more than fifty (50) pound and cats shall weigh no more than 30 pounds when fully grown. No more than two (2) pets shall be permitted in any Unit, however, two (2) caged birds may be kept within a Unit in addition to two (2) other pets. No pet may be kept within a Unit by a guest of a Unit Owner or resident for more than fourteen (14) days. Tenants may have pets only if the tenant is occupying the Unit under a lease with an initial minimum term of four (4) months. Dogs and cats which are larger than the weight restrictions herein

may be registered with the Council of Unit Owners within thirty (30) days after the effective date of this policy and shall be exempted from the weight limitation set in this policy.

B. Prohibited Pets.

The following types of animals are not permitted: non-domesticated dogs or cats, insects, reptiles, amphibians, and mammals other than small domestic pets otherwise allowed pursuant to these Pet Policies. Further, no breed of dog or any other animal specifically excluded from coverage under the insurance policies of the Council of Unit Owners shall be allowed on the property nor allowed to reside within the Condominium. Animals which have been adjudicated as dangerous animals or are listed as such on any registry in any jurisdiction are prohibited from the Condominium.

II. Requirements and Restrictions

- A. Pet owners are responsible for removing their pets' waste from the Common Elements. Pet waste and odor shall not be permitted to accumulate in Units so as to create noxious odor, unattractive or unsanitary conditions. Residents must provide access to Units by the Corporation to confirm compliance with the same.
- B. No pet shall be permitted to bark, howl, whine, or make any noise for such a time that it disturbs any resident's rest or quiet enjoyment of his or her home. No pet shall be left unattended on a terrace or balcony for extended periods of time.
- C. Except when within its owner's Unit, a pet must be carried or be on a leash that enables close control of the pet, and the pet must be under the direct control of a responsible person.
- D. No animal may be tied to any object on the Common Elements.
- E. Pet owners are fully personally responsible for any property damage, personal injuries, or disturbances their pet may cause or inflict.
- F. Pets may not be kept or maintained for commercial or breeding purposes.
- G. Every female dog or cat, while in heat, shall be kept confined inside the Unit in such a manner that she will not be in contact with other dogs or cats nor otherwise create a nuisance.
- H. All pets shall be registered and inoculated as required by law.
- I. Each owner of a pet shall have pest control service performed in his or her Unit as may be necessary to completely eliminate fleas and other vermin caused by or

associated with his or her pet. Residents must provide access to Units by the Corporation to confirm compliance with the same.

- J. No pets other than service animals are allowed in the party room, fitness room, saunas, and pool area. No pets are allowed in the pool.

III. Nuisances

The following shall be considered nuisances and shall constitute grounds for demand by the Board of Directors that the pet be removed from the Condominium:

- A. Pets allowed to run off-leash in the Common Elements;
- B. Pets allowed to damage, soil, defecate on or defile the Common Elements or other private property within the Condominium;
- C. Unsanitary, dangerous or offensive conditions created by a pet either inside a Unit or anywhere on the Common Elements;
- D. Ordering or permitting a pet to harass, threaten, molest, attack, or otherwise interfere with the safety or freedom of movement of people or other animals within the Common Elements;
- E. Pets making or causing noise of sufficient volume for extended periods of time to interfere with another resident's rest and peaceful enjoyment of his or her property;
- F. Failing to confine a female animal in heat; and/or
- G. Keeping a pet in a vehicle for an extended period of time.

IV. Pet Registration

- A. The purpose of pet registration is to aid in identifying all pets and their owners in the event of (a) injury to the pet, or another animal or any person, or (b) a violation of the Condominium documents (including any violation of these Pet Policies).
- B. All dogs or cats residing within a Unit must be registered with the Council of Unit Owners, using the Pet Registration Form as designated by the Management Office.
- C. The Registration Form shall be delivered to the Managing Agent at the Management

Office within fourteen (14) days of occupying the unit or within fourteen (14) days of obtaining the pet.

- D. If the Board implements a DNA registration program, all pets which are allowed outside of the unit must participate in the same.
- E. Registration with the Council of Unit Owners is in addition to, and not in lieu of, registration required by law. Registration with the local jurisdiction does not eliminate the need for registration with the Council of Unit Owners.
- F. A registration fee of \$100.00 shall be paid by the pet owner at time of move-in or acquisition of the pet for each pet required to be registered with the Council of Unit Owners. All residents must register their pets regardless of whether or not they reside at the property on a full time basis. Residents or unit owners who currently have pets do not need to pay this registration fee.

V. Enforcement

- A. Penalties for violation of the local animal control ordinance may be enforced by the locality independent of remedies pursued by the Council. The Council may enforce its penalties independent of remedies pursued by the locality.
- B. Any violation of this Resolution may result in the Board requiring the offending pet(s) to be permanently removed from the Condominium property upon ten (10) days written notice from the Board, provided that the owner of such pet(s) been given notice as outlined in the Due Process Policy. However, if a pet is aggressive towards, bites or otherwise harms any person or another animal, the Board may request the immediate removal of the pet from the Condominium without the requirement of any prior warning. In addition, the animal control authorities may be called to remove the pet from the Condominium.
- C. The Board may further impose a fine or fines for (a) continued violations of these Pet Policies, or (b) in the event a pet ordered to be removed from the Condominium but fails to be removed in a timely manner.

VI. Indemnification

Any person who keeps or maintains a pet on the property shall be deemed to have indemnified and agreed to hold free and harmless the Council, its employees, management (to include on-site staff and Zalco Realty), and each owner, resident and guest from any loss, claim or liability of any kind or character whatever arising from the presence of such pets within any portion of the Condominium.

This resolution supersedes and replaces all prior resolutions and rules related to pets. The effective date of this Resolution shall be November 1, 2017.

AMERICANA CENTRE CONDOMINIUM, INC.

Board of Directors
Resolution

By: Director Ungar

SUBJECT: Establishment of Due Process Procedures

WHEREAS, Article V, Section 3 of the Bylaws assigns the Board of Directors all the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members, and

WHEREAS, Title 11-113, Code of Maryland charged all Unit Owners with compliance with all lawful instruments and provides for a dispute settlement mechanism for formal complaints or demands and that "if any Unit Owner fails to comply with this title, the declaration, or bylaws, or a decision rendered pursuant to this section, the Unit Owner may be sued for damages caused by the failure as for injunctive relief, or both, by the Council of Unit Owners or by any other Unit Owner" and further states "the prevailing party in any such proceeding is entitled to an award for counsel fees as determined by the court."; and

WHEREAS, for the benefit and protection of the Association and of the individual Unit Owner, the Board deems it necessary and desirable to establish and operate by a procedure to assure due process in cases where there is a question of compliance by a Unit Owner with provisions of the Condominium Act, the Condo-

minium Instruments, or the Book of Resolutions, thereby attempting to minimize the necessity of seeking action in or through a court of law; and

WHEREAS, Policy Resolution # establishes a Covenants Committee which will serve subordinate to the Board to regulate appearance and use of the units and common elements and which has standing to notify and issue a cease and desist request and authority to provide interpretation of the condo instruments, subject to constraints set in those instruments, and

WHEREAS, it is the intent of the Board of Directors to establish procedures for the Board or Covenants Committee where either must take action relative to questions of compliance by an individual with the provisions of the Condominium Act, the Condominium Instruments, or the Book of Resolutions, or where the Covenants Committee is called upon to issue an interpretive ruling;

NOW, THEREFORE, BE IT RESOLVED THAT Special Resolutions shall be adopted in accordance with the following procedures:

I. VIOLATIONS OF THE CONDOMINIUM ACT,
CONDOMINIUM INSTRUMENTS, BOOK OF RESOLUTIONS

A. Actions prior to Initiation of Formal Special Resolutions Process. Any Owner, officer, or agent of the Association has the authority to request that an Owner cease or correct any act or omission which appears to be in violation of the aforementioned documents. Such informal requests should be made before the formal process is initiated.

With respect to the use of any facility where a violation of

the rules for the use of such facility might endanger life, limb, property, or equity of the Association, any agent of the Association may without further notice suspend for a period of not greater than seventy-two (72) hours the right of any Owner, Owners, Tenants, or Guest to use such facility, if a verbal request to cease or correct the violation has not been heeded. The board may not impose a fine, suspend voting, or infringe upon any other rights of a Unit Owner or other occupant for violations of rules until the following procedure is followed:

The Association will make initial attempts to secure compliance through correspondence to the Owner which states the time, date, place, and nature of the violation and which sets forth the time period of not less than 10 days during which the violation may be abated without further sanction, if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing. Copies of such correspondence shall be maintained in the Association files, and a copy may be sent to counsel for the Association.

Normally, most compliance attempts will successfully be concluded prior to the initiation of the special resolution process. All first complaints will be responded to by the Resident Manager.

In the case of disputes between owners regarding activities within the unit or the appurtenant limited common elements, the

Association will generally not become involved in the disputes or act upon a complaint unless two or more persons have complained in writing.

B. Written Complaint. If the actions described in Section 1 prove unsuccessful, the Special Resolutions Process shall be initiated upon the filing of a written complaint by any Owner, officer, director, or agent of the Association with the Covenants Committee or if within 12 months of the demand, the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is violated subsequently, the Covenants Committee serves the alleged violator with written notice of a hearing to be held by the Committee in session. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint should specify the specific provisions of the Condominium Act, the Condominium Instruments, or the Book of Resolutions which the respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts. The complaint must be as specific as possible as to time(s), date(s), place(s), and person(s) involved, alleged violation(s), the time and place of the hearing, which time may be not less than 10 days from giving of the notice, an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf and the proposed sanctions to be imposed.

C. Preliminary Investigation. Upon receipt and consideration of the written complaint, the Covenants Committee may request the Managing Agent or a member of the Covenants Committee to make a preliminary investigation as to the validity of the complaint and promptly report the findings to the Covenants Committee. If conditions have been corrected since the complaint was made, or if the complaint is for any other reason no longer valid, the Covenants Committee shall determine the appropriate disposition of the matter and respond in writing to the complainant. If preliminary investigation indicates the need for further action, then the Covenants Committee may proceed as appropriate with the steps set forth below.

D. Service of Complaint. If preliminary investigation indicates further action is necessary, the Covenants Committee shall serve a copy of the complaint on the respondent by either of the following means: (1) personal service or (2) by registered or certified mail, return receipt requested, and addressed to respondent at the address appearing on the books of the Association. Service by mailing shall be deemed effective two (2) days after mailing in a regular depository of the United States mail. The complaint shall be accompanied with a postcard or other written form as described in Section F below entitled "Notice of Defense" which constitutes a notice of defense hereunder. No order adversely affecting the rights of the respondent may be made in any case, unless the respondent shall have been served as provided herein.

E. Notice of Hearing. Along with service of the complaint the Covenants Committee shall serve a Notice of Hearing, as provided herein, on all parties at least ten (10) days prior to the hearing. The Notice of Hearing sent to the respondent shall be substantially in the following form but may include other information:

You are hereby notified that a hearing will be held before the Covenants Committee at _____ on the _____ day of _____, 19____, at the hour of _____, upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence, and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to request the attendance of witnesses and the production of books, documents, or other items by applying to the Board of Directors of the Association.

If any parties can promptly show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available, the Committee may reset the time and date of hearing and promptly deliver notice of the new hearing date.

F. Notice of Defense. Service of complaint and notice of hearing shall be accompanied by a Notice of Defense.

The Notice of Defense shall state that the respondent may:

(a) Attend a hearing before the Covenants Committee as hereinafter provided,

(b) Object to the complaint on the grounds that it does not state the acts or omissions upon which the Covenants Committee may proceed,

(c) Object to the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare proper defense, or

(d) Admit to the complaint in whole or in part. In such event, the Covenants Committee shall meet to determine appropriate action or penalty, if any.

Any objections to the form or substance of the complaint shall be considered by the Covenants Committee within ten (10) days of their receipt. Said objection must be reviewed by the Covenants Committee within four (4) days of receipt of complaint by respondent. The Covenants Committee shall make its determination and notify all parties within ten (10) days of receipt of objections. If the complaint is found insufficient, the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the Covenants Committee that the complaint is still insufficient, then the matter shall be dismissed by the Covenants Committee.

G. Cease and Desist Request. The Covenants Committee may, at its own discretion, issue a cease and desist request along with the complaint, statement to respondent, and Notice of Defense; such cease and desist request shall be substantially in the following form:

The Covenants Committee has received the attached complaint.
By Authority of Title 11-113 of the Code of Maryland (Condominium Act), as amended, and Article V, Section 3 of the Bylaws, and Policy Resolution # , the Covenants Committee hereby requests that you CEASE AND DESIST such acts

or actions until such time, if any, as a ruling of the
Covenants Committee, Board of Directors, or court of law
permits.

Failure to comply with this request may result in penalty greater than that which would be imposed for a single violation.

H. Amended or Supplemental Complaints. At any time prior to the hearing date, the Covenants Committee may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended or supplemental complaint presents new charges, the Covenants Committee shall afford the respondent a reasonable opportunity to prepare proper defense thereto.

I. Discovery. Upon written request to the other party, made prior to the hearing and within fifteen (15) days after service of the complaint by the Covenants Committee or within ten (10) days after service of any amended or supplemental complaint, either party is entitled to: (1) obtain the names and addresses of witnesses to the extent known to the other party and (2) inspect and make a copy of any statements, writings, and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request for discovery has not been complied with shall submit a petition to request discovery by the Covenants Committee. The Committee shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

J. Statements. At any time ten (10) or more days prior to a hearing or a continued hearing, any party shall mail or deliver to the opposing party a copy of any sworn statement which that party proposes to introduce in evidence. Unless the opposing party, within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine the statement's author, his right to cross-examine such author is waived and the sworn statement, if introduced in evidence, shall be given the same effect as if the author had testified orally. If an opportunity to cross-examine the statement's author is not afforded after request is made as herein provided, the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence.

K. Constraints on the Covenants Committee. It shall be incumbent upon each member of the Covenants Committee to make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case shall disclose such to the Committee and shall become inactive during the proceedings and have it so recorded in the minutes. Any member of the Covenants Committee has the right to challenge any other member who is unable to function in a disinterested and objective manner.

Prior to the hearing, the complainant and respondent may challenge any member of the Covenants Committee for cause. In the event of such a challenge, the Board shall meet within fifteen (15) days to determine the sufficiency of the challenge.

If the Board sustains the challenge, the president shall at that time appoint another person to replace the challenged member of the Committee. All decisions of the Board in this regard shall be final.

L. Hearing.

1. The Covenants Committee shall select a person to serve as hearing officer and preside over the hearing. Such hearing officer need not be an Owner or a member of the Covenants Committee. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Covenants Committee may determine the manner in which the hearing will be conducted, so long as the rights set forth in this section are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding.

2. Neither the complainant or respondent must be in attendance at the hearing. At the request of either complainant or respondent the Covenants Committee may agree to conduct the hearing in private session.

3. Each party shall have the right to do the following, but may waive any or all of these rights:

- a. make an opening statement
- b. introduce evidence, testimony, and witnesses
- c. cross-examine opposing witnesses
- d. rebut evidence and testimony
- e. make a closing statement.

Even if the complainant and/or the respondent does not testify in his own behalf, each may still be called and questioned.

4. Whenever the Covenants Committee has commenced to hear the matter and a member of the Covenants Committee withdraws prior to a final determination, the remaining members shall continue to hear the case and the president shall name a replacement for the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by the hearing officer.

M. Decision. After all testimony and documentary evidence has been presented to the Covenants Committee, the Covenants Committee shall vote upon the matter. A majority of the entire Covenants Committee shall control. The Covenants Committee shall make its determination only in accordance with this Resolution. The decision may be made at the conclusion of the hearing or may be postponed to no later than ten (10) days hence. The Covenants Committee will prepare written findings of fact. A copy of the findings and recommendations of the Covenants Committee, including majority and minority options, if any, shall be served

by the Covenants Committee on each party in the matter and his attorney, if any. A summary of the decision, excluding names of persons involved and addressing only the issues and the Covenants Committee decision as regards the issue, shall be included in the Book of Resolutions, in the section for Special Resolutions. The Special Resolution arising from the case shall be numbered sequentially in that section of the Book of Resolutions. Disciplinary action, if any, shall become effective ten (10) days after it is served upon the respondent, unless otherwise ordered in writing by the Covenants Committee.

N. Suspension of Privileges. Disciplinary action imposed by the Covenants Committee may include suspending or conditioning the respondent's right to use the recreational facilities. For any non-continuing infraction, such suspension shall be for a period of not more than ninety (90) days. For a continuing infraction, (including non-payment of any assessment after the same becomes delinquent), suspension may be imposed for so long as the violation continues. Disciplinary action imposed by the Covenants Committee may also include assessment of fines as provided in the Book of Resolutions.

II. INTERPRETIVE RULINGS

A. Purpose of Rulings. Rulings of the Covenants Committee may serve to: (1) clarify the intent of provisions of the Condominium Instruments or Book of Resolutions, (2) decide on the consistency of any such provisions with the other provisions of the Condominium Act, the Condominium Instruments or Book of Resolutions, or (3) decide whether or not a rule or regulation was

duly adopted. The purpose is not to amend, expand, or limit the provisions of those documents, although the Covenants Committee may, in the statements accompanying the ruling, propose such amendments, expansions, or limits.

B. Petitions.

1. Any Owner, officer, director or agent of the Association may petition the Covenants Committee for an interpretive ruling by filing a petition directed to the Covenants Committee at the Association office.

2. The petition must be legibly written in substantially the following form:

The party(ies) below request the Covenants Committee to issue an interpretive ruling on the following provisions of the governing documents or rules and regulations of the Association:

The issue in question is:

Response should be sent to:

C. Decisions. To be effective a decision of the Covenants Committee shall be by a majority vote. The written decision shall normally be issued within forty-five (45) days of the conclusion of the meeting unless the ruling is requested as part of a hearing, in which case it shall be issued within ten (10) days after the request has been received. The decision shall be written and accompanied by both the majority and minority opinions, if any. Copies of the decision shall be distributed to the party(ies) requesting the ruling and included in the

Book of Resolutions. The decision shall state the Covenants Committee's authority to make a ruling and the basis of the decision. A summary of the decision shall be published in the newsletter.

III. APPEALS

A. Rights of Owners. The complainant or respondent, or applicant, as appropriate, may appeal a decision of the Covenants Committee to the Board of Directors, provided that all subordinate avenues of resolution, as provided herein, have been pursued. The Board may make a preliminary review of the circumstances and materials relative to the case and make a determination as to whether it will hear the appeal. The Board may, on the basis of the preliminary review, elect not to hear the appeal, in which case the Board will so inform the appealing party in writing and the Covenants Committee decision stands.

B. Appeals Petitions. Appeals petitions must be legibly written and be submitted to the Board of Directors.

C. Notice of Hearing. Notice of Hearing shall be as in Section 1-E of this Resolution except that it is served by the Board of Directors.

D. Procedures. All of the rights and procedures enabled in Part I of this Resolution shall apply to appeals with the substitution of the words "Board of Directors" wherever the words "Covenants Committee" appears.

E. Effect of Decision. The Board may uphold the Covenants Committee's decision in its entirety, modify or reverse such decision.

F. Further Action. Any individual member must exhaust all available remedies of the Association prescribed by this resolution before that Owner may resort to a court of law for relief with respect to any alleged violation by another member of any provision of the Condominium Instruments or the Book of Resolutions. The foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board.

IV. INTERPRETATION

This resolution is intended to serve as a protection to Owners to assure that their due process rights are protected in an adversary proceeding, and to serve as a guideline for the Covenants Committee and the Board as those bodies carry out their duties to enforce the Condominium Instruments and Rules and Regulations.

The Covenants Committee or the Board of Directors, as appropriate, may determine the specific manner in which the provisions of this resolution are to be implemented, provided that due process is protected.

Any inadvertent omission or failure to conduct an adversary proceeding in exact conformity with this resolution shall not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has been made to assure due process according to the general steps set forth in this resolution.

"Due Process," as is used in this resolution, refers to the following basic rights:

- A. The charges shall be provided to the respondent.
- B. A hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced.
- C. An opportunity to appeal shall be available.
- D. Basic principles of fairness shall be applied.

Adopted: November 29, 1984


Alan Carlin, Corporate Secretary

Adopted: July 9, 1986

Americana Centre Condominium, Inc.

RESOLUTION
of the
COUNCIL OF UNIT OWNERS

SUBJECT: Authority for Board of Directors to Borrow Funds

WHEREAS, the By-Laws of the Americana Centre Condominium, Inc., authorize the Board of Directors to expend funds for specific purposes for the benefit of the Condominium Association; and,

WHEREAS, the Board of Directors has determined that it may from time to time be necessary and desirable to borrow funds in order for the Board of Directors to carry out its authorized powers in accordance with the duties and responsibilities of the Board; and,

WHEREAS, Article 11-109(d)(6) of the Maryland Condominium Act specifically states that the Council of Unit Owners has the authority to borrow money on behalf of the Association.

THEREFORE, IT IS HEREBY RESOLVED, that the Council of Unit Owners authorizes and approves the borrowing of monies by the Board of Directors on behalf of the Council of Unit Owners as the Board in open session and by due process may deem necessary and desirable.

COUNCIL OF UNIT OWNERS

by: Ann P. Eveler
Ann P. Eveler, Corporate Secretary

Page 1 of 1

MEMORANDUM FOR THE RECORD

DATE: 10/10/2008

TO: [Name]

FROM: [Name]

SUBJECT: [Subject]

[Text]

[Text]

[Text]

[Text]

[Text]

RESOLUTION NO. 86-6
Adopted: September 22, 1986
Rescinded: Nov. 18, 1986

AMERICANA CENTRE CONDOMINIUM, INC.

RESOLUTION

by: Director Harrington

SUBJECT: Tenant Leases

WHEREAS:

1. Article X, Section 2 of the Bylaws of Americana Centre Condominium, Inc. requires any owner renting or leasing their unit to provide the Board a copy of any lease "promptly following the execution" thereof.
2. The Rules and Regulations of Americana Centre Condominium, Inc., dated January 1, 1986, also require that any lease must be filed with the management office before move-in (General Regulations, Item 19).
3. Management has consistently had difficulty in obtaining such leases and even learning the names or effective move-in dates of tenants in some cases.

The Board of Directors

RESOLVES

1. That management shall publicize the above Bylaw and Rules and Regulations to all owners, including where available an indication of any lease on file, with the date thereof and the name of the tenant. Such notice will include a request that owner provide a conforming copy of any current lease which is not correctly shown to be on file.
2. That any noncompliance thirty (30) days after above notice shall be subject to an automatic fine of \$50 for each month or part thereof until a proper lease is filed, and that such fines will be retroactive to the effective date of noncompliance or this resolution, whichever is later.

Ann P. Eveler, Corporate Secretary

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BOARD OF DIRECTORS
AMERICANA CENTRE CONDOMINIUM, INC.

Resolution

By: Board of Directors

SUBJECT: Procurement Policy

WHEREAS:

1. The Board of Directors is charged with the powers and duties necessary for the administration of the affairs of the Condominium, as per By-Law Article V, Section 3; and
2. The Board of Directors is desirous of establishing policies and procedures in reference to all acquisition expenditures that exceed \$5,000.

The Board of Directors

RESOLVES:

1. That the following procurement policy for all acquisitions in the amount of \$5,000 or more is hereby established:
 - a. The Property Manager will prepare specifications to be used in the solicitation of the bids, at the direction of the Board of Directors;
 - b. The Board of Directors will approve bids only after bids have been obtained from at least three vendors or contractors.
2. If an emergency situation exists threatening life, limb or property, or if it is not possible to prepare specifications and/or obtain three bids, the Board of Directors can authorize acquisitions in excess of \$5,000, with the additional requirement that a statement be included in the Minutes of the next meeting of the Board of Directors following the acquisition substantiating the reasons for the failure to follow the above procedure;
3. That the Board of Directors is not required to obtain three bids in reference to the renewal of existing contracts for services to be rendered to the Association.



Ann P. Eveler, Corporate Secretary

MEMORANDUM FOR THE DIRECTOR

DATE: 10/10/50

TO: SAC, NEW YORK

FROM: SAC, NEW YORK

RE: [Illegible subject matter]

[Illegible text]

Resolution
No. 89-1

BOARD OF DIRECTORS
AMERICANA CENTRE CONDOMINIUM, INC.

Resolution

By: Board of Directors

SUBJECT: Investment of Reserve Funds

WHEREAS, Article IX, Section 3 of the By-Laws of Americana Centre Condominium, Inc. specifically authorizes that Reserve Funds may be "... invested in obligations of, or fully guaranteed as to principal by, the United States of America."

NOW, THEREFORE, BE IT RESOLVED THAT Reserve Funds may be invested in United States Government obligations, at the direction of the Board of Directors and the Treasurer of Americana Centre Condominium, Inc., using such agents or brokers as they may deem advisable from time to time.

Ann P. Eveler June 8, 1989
Ann P. Eveler, Corporate Secretary

[Handwritten signatures and initials]
W.S.H.
B.C.C.
J.M.

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Washington, D. C.

MEMORANDUM FOR THE DIRECTOR

RE: [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

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Americana Centre Condominium

TO: ALL AMERICANA CENTRE OWNERS AND RESIDENTS
FROM: THE AMERICANA CENTRE BOARD OF DIRECTORS
RE: MASTER INSURANCE INFORMATION & DEDUCTIBLE INFORMATION
DATE: DECEMBER 24, 1991

All owners and residents of Americana Centre are responsible for being aware of the provisions of the ACCT Master Insurance Policy, which is available for inspection in the Management Office. Among other coverage, the policy includes coverage for all of the building and structure elements of the property. This coverage includes "structural" elements within individual units such as perimeter walls, floors, and ceilings; finish coatings and covering of walls, floors, and ceilings; and permanently installed appliances and fixtures.

Unit contents, possessions, and belongings are covered under the individual's Homeowners/Renters Policy. Wall coverings, built-in shelves and other items which have been added to the unit since it was conveyed by the developer are also the unit owner's responsibility to insure under the individual's homeowner's policy. Also, the unit owner is responsible for insuring the value of upgrades of such items as carpeting, lighting fixtures, appliances, and cabinets.

The Condominium Policy includes a \$1,000. per occurrence deductible provision. This means that the first \$1,000. worth of damage in any incident is not reimbursed by the Master Policy. Except for incidents covered by the liability provisions of the Master Policy, it is the Board of Directors' policy that all or any portion of the deductible applicable to the damaged structure of any unit or units shall be paid by the owners of the damaged unit(s). To formally establish this policy, the Board of Directors adopted the attached Insurance Resolution at their December 23, 1991 meeting.

Residents and owners should be aware that in the absence of proven liability, the Master Policy does not cover damage to their personal possessions in the event of an insured loss. Any such loss of personal property is the responsibility of the individual resident or owner.

Residents and owners should be aware that simply because damage to their units and personal possessions originates outside their units, this does not necessarily indicate liability on the part of either the condominium association or another owner.

The Board of Directors urges owners and residents to insure themselves properly against loss of their personal effects and the Master Insurance Policy deductible. Such policies are available at reasonable cost and many contain other useful provisions such as condominium fee replacement and temporary relocation in the event of an incident in which the unit becomes temporarily uninhabitable. Please consult your insurance carrier for coverages and costs.

Americana Centre Condominium

AMERICANA CENTRE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION: INSURANCE DEDUCTIBLE

WHEREAS the Association has insured the Buildings and Common Elements of the property; and

WHEREAS the Board of Directors having considered all relevant factors, and based on its business judgement, has agreed to a \$1,000. deductible;

AND WHEREAS the Board of Directors is of the opinion that is necessary to adopt and enforce an equitable policy in regard to the liability for payment of the deductible in the event of a claim that is eligible for submission under the Master Policy;

NOW THEREFORE BE IT RESOLVED that the following policy be and is hereby adopted by the Board of Directors.

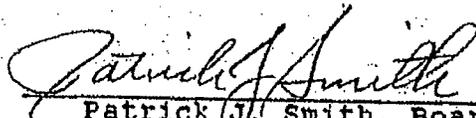
1. All losses, unless they result from a claim which the Association is liable for, shall be claimed under the individual Owner/Resident's policy.

2. In the event that the loss cannot be recovered from the owner/resident's individual Homeowners/Renters Insurance Policy, the claim may be submitted to determine its eligibility as a claim under the Association's Master Insurance Policy. However, all or any portion of the deductible applicable to the damaged structure of any unit or units shall be paid by the owners of the damaged unit(s).

3. In the event of common area claims made by the Association directly, involving no individual unit liability, the Association shall pay the \$1,000. deductible which shall be regarded as a common expense.

ATTEST:

12/23/91
Date


Patrick J. Smith, Board President

RESOLUTION OF THE BOARD OF DIRECTORS OF
AMERICANA CENTRE CONDOMINIUM, INC.

(Procedures Relative To Leasing Condominium Units)

WHEREAS, Article X of the Bylaws creates use restrictions on the units in the Americana Centre Condominium, Inc. (hereinafter the "Condominium")

WHEREAS, Article X, Section 2 of the Bylaws provides that condominium units may be rented for periods of four (4) months or greater,

WHEREAS, there is a need to establish orderly and uniform procedures of leasing the Condominium's units.

NOW THEREFORE BE IT RESOLVED THAT, the Board of Directors duly adopts the following procedures for leasing the Condominium's units:

1. Paragraph 19 of the Rules and Regulations of the Americana Centre condominium, Inc. should be amended to include the following procedures for leasing condominium units.
2. All leases entered into by unit owners shall incorporate a lease addendum approved by the Board of Directors. Said lease addendum shall be available from the Managing Agent. Said lease addendum shall be executed by both the unit owner and the tenant(s) and an executed copy submitted to the Managing Agent within ten (10) days of its execution and before the tenant is permitted to move into the condominium unit.
3. Each unit owner shall be responsible for submitting a copy of any written lease to the managing agent within ten (10) days after its execution.
4. Each unit owner shall provide to his/her tenant(s) a copy of the Condominium's Master Deed, Bylaws and Rules and Regulations, and any amendments thereto prior to the tenant's move-in.
5. The unit owner shall also be responsible for paying the \$35.00 fee and the \$100.00 deposit to the Managing Agent prior to the tenant's move-in and/or move-out, in the event the tenant does not do so. No tenant may move in or out of the building without he/she or the unit owner first making an appointment with the Managing Agent and paying the \$35.00 fee and \$100.00 deposit. In the event damage to the common elements results from the move-in and/or move-out, the cost of repairing the damage will be assessed to the unit owner.

6. Failure to comply with the leasing provisions of the Master Deed, the Bylaws, the Rules and Regulations of the Condominium and this Resolution may result in the Board of Directors taking legal action to terminate the tenancy and assessing a fine against the unit owner.

Yes No Abstain Absent

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President: [Signature]

Vice President: [Signature]

Secretary: [Signature]

Treasurer: [Signature]

Member at Large: [Signature]

ATTEST: [Signature] Adopted at a REGULAR Board Meeting
 Secretary

Date: SEPTEMBER 24 1990

A6231(Americana Centre Resolution)78

AMERICANA CENTRE CONDOMINIUM

MAINTENANCE RESOLUTION

February 24, 1992

WHEREAS, the Declaration of the Americana Centre Condominium provides that the limited common elements of each individual unit includes those items reserved for the exclusive use of a certain number of condominium units such as special corridors, stairways, sanitary services common to the condominium units of a particular floor, and the like.

WHEREAS, the By-Laws of the Americana Centre Condominium provides that the maintenance responsibility of the individual unit owner includes any other limited common elements which may be appurtenant to such condominium unit and reserved for the unit owner's exclusive use in a clean, orderly and sanitary condition.

WHEREAS, the Board of Directors of Americana Centre Condominium have previously adopted and implemented a policy consistent with the documents, clarifying the maintenance responsibilities so that the unit owner is responsible for the maintenance of the pipes, sanitary service connection, and the unit and main valve(s) leading to the unit.

WHEREAS, the Board of Directors feels that there is a need to clarify this maintenance responsibility consistent with the Condominium documents.

Americana Centre Condominium
Maintenance Resolution
February 24, 1992
Page Two

NOW, THEREFORE, it is resolved as follows:

1. All maintenance to the water supply pipes, from inside the unit and up to, and including, the water supply valves, and all maintenance to the sanitary pipe systems, from inside the unit to the main drain, shall be the responsibility of the individual unit owners. The Association shall bill the cost of said maintenance to the individual unit owner, and the unit owner shall pay same.

2. All repairs to and replacement of the pipes and sanitary systems from the unit to the main drain and main risers, unless unit owner neglect necessitates the repair and/or unit owner replacement of in-unit fixtures and/or plumbing necessitates the replacement of the pipes and sanitary systems from the unit to the main drain and main risers, shall be the responsibility of the Association. The cost of said repairs and/or said replacement shall be paid by the Association. If the unit owner's neglect necessitates the repair and/or unit owner's replacement of in-unit fixtures and/or plumbing necessitates the replacement, as stated above, the Association shall bill the cost of said repair and/or replacement to the individual unit owner, and the unit owner shall pay same.

AMERICANA CENTRE CONDOMINIUM

BY:



DATE: February 24, 1992

Americana Centre Condominium

118 MONROE STREET/ROCKVILLE, MD 20850
PHONE (301) 340-0700

MEMORANDUM

TO: ALL AMERICANA CENTRE OWNERS/RESIDENTS
FROM: ACCI BOARD OF DIRECTORS
ACCI BALCONY/PATIO COMMITTEE
RE: BOARD OF DIRECTORS RESOLUTION - BALCONY/PATIO COVERINGS
DATE: AUGUST 31, 1992

Research proves that balcony/patio carpeting, whether adhered or not, significantly accelerates the deterioration of concrete even with deck sealant and "color-bond" improvements applied.

To paraphrase Section XI, Article 1 of the Americana Centre Bylaws and Article III, Section 2 of the Master Deed, nothing shall be permanently affixed to or adhered to the balcony and patios which are identified as "limited common elements".

The bylaws further state, in Article XIX, Section 6, entitled "Waiver", that no restrictions or provisions of the Bylaws will be waived, even if previously unenforced.

In an effort to establish a definitive policy regarding the aforementioned items, the Board of Directors adopted the attached Resolution at their regularly scheduled Board of Directors Meeting, held on Monday, August 24, 1992.

Therefore, if carpeting is placed on any balcony or patio deck after the current repairs, the unit owner is responsible for the cost of carpet removal for future inspections and repairs. Please be advised that Management will be inspecting balconies and patios on a more frequent basis to monitor our repairs and improvements investment.

The Balcony/Patio Committee recommends that carpeting, or any other deck covering, be used only between late spring and early fall, be stored elsewhere in the winter, and it must be removable at any time. In addition, the Committee suggests that residents remove any excess water accumulation from their balconies/patios subsequent to snow or heavy rains.

RESOLUTION

WHEREAS, experience in the recent past indicates that permanently affixed carpeting increases deterioration of the concrete, due to moisture retention and temperature changes, and experts advise against the use of carpeting on balconies and patios.

WHEREAS, Article III, Section 2 of the Americana Centre Condominium, Inc., Master Deed defines the patios and balconies as limited common elements.

WHEREAS, Article XI, Section 1 of the Americana Centre Condominium, Inc., Bylaws prohibits the adherence of carpet or any other substance to the common or limited common elements.

WHEREAS, the Board of Directors of the Americana Centre Condominium, Inc., intends to maximize the life of the balconies and patios following the completion of the repair and improvement program currently underway.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of the Americana Centre Condominium, Inc. unanimously reconfirmed, at their regularly scheduled meeting on Monday, August 24, 1992, that the above referenced sections of the Bylaws shall apply and shall be rigorously enforced.

Audrey H. Boeb
Secretary, Board of Directors

8/31/92
Date

RESOLUTION OF THE BOARD OF DIRECTORS
AMERICANA CENTRE CONDOMINIUM

The Board of Directors of Americana Centre Condominium (the "Corporation"), on this 29th day of July, 1994, duly approved a resolution as follows:

WHEREAS, Article X, Section 3(e) of the Americana Centre By-Laws permits the keeping of small pets to one pet per unit.

WHEREAS, in November, 1993, the Council of Unit Owners of Americana Centre adopted a Rule and Regulation covering the pets in indicating that "any violation will be equitably handled on a case by case basis."

WHEREAS, the Board has been faced with numerous situations under this equitably handling for pet violations of more than one pet per unit.

NOW, THEREFORE, BE IT RESOLVED:

1. All owners or tenants shall be permitted to keep no more than one (1) pet per unit.

2. All owners or tenants who have more than one pet per unit as of July 29, 1994 shall be permitted to keep their pets; provided said pets are registered by September 29, 1994.

3. All owners or tenants who meet the requirements of Section two (2) of this Resolution shall not replace any pet which dies until such time said owners or tenants are in full compliance with Section one (1) of this resolution.

SECRET
OFFICE OF THE SECRETARY OF DEFENSE

MEMORANDUM FOR THE SECRETARY OF DEFENSE
SUBJECT: [Illegible]

[The remainder of the page contains several paragraphs of extremely faint, illegible text, likely a memorandum or report.]

4. All owners or tenants who did not have more than one pet as of July 29, 1994 shall be limited to one (1) pet per unit consistent with the Association By-Laws and Rules and Regulations.

I, Audrey Beck, President, certify under the penalties of perjury that of the best of my knowledge, information and belief the foregoing resolution is true in all material respects.

AMERICANA CENTRE
CONDOMINIUM, INC.

Date: August 3, 1994

BY: Audrey Beck
Audrey Beck
President

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Very faint text, possibly a signature or a specific section header.

Faint text on the right side of the page, possibly a date or a reference.

**RULES AND REGULATIONS
OF
AMERICANA CENTRE CONDOMINIUM**

The Council of Unit Owners of Americana Centre Condominium Association (hereinafter the "Association"), has adopted the following rules and regulations (hereinafter referred to as the "Regulations") regarding smoking within the confines of the condominium property.

I. Definitions:

- (a) "Condominium" - shall refer to the "Americana Centre Condominium" Association;
- (b) "Council" - such reference shall include the Council of Unit Owners and the management agent or on-site manager where such authority is delegated by the Council to such management agent.
- (c) "Owner" - such term shall be intended to apply to the Owners of any condominium unit, to his tenants in residence, and to any guests, invitees, or licensees of such Owner or tenant of such Owner, to include employees and contractors of the Association.
- (d) "Smoking" - the act of lighting, smoking, or carrying a lighted or smoldering cigar, cigarette, or pipe, of any kind by anyone.

II. Smoking Policy:

- (a) Owners may smoke within their units, on their own balconies, and outside of the Condominium buildings.
- (b) Cigarette butts, ashes or any other tobacco products or remains are to be placed in metal or noncombustible receptacles and not dropped on the ground or thrown from balconies.
- (c) Owners, residents and/or their guests, invitees, or licensees, employees and/or contractors of the Association may not smoke in any:
 - 1. Elevator, regardless of capacity;
 - 2. Lobby areas of the buildings that comprise the Condominium; nor
 - 3. Common areas located inside the Condominium, including trash rooms, laundry rooms, party rooms, stairwells, hallways, saunas, storage room, etc.

REPORT OF THE BOARD OF DIRECTORS

FOR THE YEAR ENDING 31st MARCH 1964

The Board has pleasure in presenting to you the Report and the Accounts for the year ending 31st March 1964. The year has been a successful one for the Company and the Board is confident that the future is bright.

Yours faithfully,

Chairman of the Board

Director

(d) **No Smoking Signs** The Council shall place "No Smoking" signs in conspicuous and suitable location through the condominium.

1. The lettering, size, color and location of "No Smoking" signs shall be subject to the approval of the Council acting through the Board of Directors.
2. "No Smoking" signs may not be removed, mutilated, or destroyed without authority of the Board of Directors.
3. Owners residents, employee or contractors of the Association and/or their guests, invitees, or licensees may not smoke or throw or deposit any lighted or smoldering substance in any place where "No Smoking" signs are posted or in any other place where smoking would occasion or constitute a fire or fire hazard.

The above Rule was passed on the _____ 1st _____ of _____ September _____, 2000, following a notice and comment period and a Public Hearing as mandated by the Maryland Condominium Act.



President
Board of Directors
Americana Centre Condominium

**AMERICANA CENTRE CONDOMINIUM, INC.
ADMINISTRATIVE RESOLUTION NO. 01-1
CONCERNING BROADCAST COMMUNICATIONS ANTENNAS**

May 4, 2001

WHEREAS, Article X of the By-Laws of Americana Centre Condominium, Inc. (hereinafter ACCI) prohibits installation of communications antennas upon the common elements without prior written consent of the Board of Directors;

AND WHEREAS, Article XI of the By-Laws of ACCI vests architectural control of the common elements in the Board of Directors;

AND WHEREAS, The Federal Communications Commission (FCC), pursuant to Section 207 of the Telecommunications Act of 1996, has promulgated an "Over-the-Air Reception Devices Rule, 47 C.F.R. Section 1.4000, that specifically addresses installation of Direct Broadcast Satellite (DBS), Multichannel Multipoint Distribution Service (MMDS), and Television Broadcast Antennas (TVBS) "by viewers who place video antennas on property that they own and that is within their exclusive use or control";

AND WHEREAS, The above cited FCC rule takes precedence over ACCI By-Laws with respect to allowable use of the limited common elements;

AND WHEREAS, The Board of Directors of ACCI desires and intends to eliminate any possible confusion or misunderstanding concerning ACCI's fair and reasonable policies, rules, and regulations with respect to communications antennas on the property of the condominium;

NOW THEREFORE, ACCI adopts the following rules and regulations consistent with the laws of the United States, Maryland, Montgomery County, the City of Rockville, and ACCI governing documents, which shall be binding upon all owners and their grantees, leases, tenants, occupants, successors, heirs and assigns who currently, or in the future, may possess

an interest in ACCI, and which shall supersede any previously adopted rules on the same subject matter. No communication antennas can be attached directly to any part of the limited common element.

I. Definitions:

- A. Owner - any unit owner in ACCI. For the purposes of this rule, only, "owner" includes a tenant, occupant or heir who has the written permission of the homeowner/landlord to install antennas.
- B. Exclusive-use area - for the purpose of this rule - an ACCI individual unit or its attached limited common elements (area) balcony or patio as further defined in Article III of the ACCI By-laws.
- C. Common elements - as further defined in Article III of the ACCI By-laws, those undivided-ownership portions of the buildings and grounds of the Condominium subject to the exclusive jurisdiction of the Board of Directors acting on behalf of the Condominium.
- D. Antenna - For the purpose of this rule, a communications broadcast antenna, i.e., any mechanical or electro-mechanical device used for the transmission or reception of broadcast communications, specifically radio, radio-telephony, or video programming services, including DBS, TVBS, and MDS. A reception antenna that has limited transmission capability designed for the listener or viewer to select or use programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast (i.e. a structure to which an antenna is attached), cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

E. Antenna array - antennas joined together and capable of receiving multiple communications signals, e.g., both radio and television.

F. Central (or Master) Antenna - For the purpose of this rule only, an antenna or antenna array used to receive radio and/or television programming at a central location from which the signals are routed through the common area to individual units.

II. Broadcast Communications Reception at Common Expense:

The ACCI Board of Directors has made available, and intends to continue making available, to all residents certain kinds of access to radio and television programming at common expense subject to community interest, availability of budgeted funds and cost-effective commercial equipment.

III. Restrictions on Installation of Common Area Antennas:

No antenna shall be erected upon, or protrude into, the common elements of ACCI without the prior written authorization of the Board of Directors. Any such antenna shall be for the use of all residents.

III. Individual-use Antennas:

A. Individual owners may install any type of antenna within their condominium units, provided that all applicable Federal, State and local ordinances with respect to radio frequency emission, safety and licensing are met.

B. Individual owners may install DBS antennas within the limited common elements designated for their individual use, subject to the FCC-approved requirements set forth below.

C. No other types of antennas may be installed on limited common elements.

A. Application/Notification Rules:

1. Owners have two options. They may submit an application to ACCI for approval of their proposed antenna or they may file a notice of intent to install an antenna. In either case, the owner must submit the application/notice before installation.
2. If an owner submits an application to ACCI for approval of the antenna, ACCI will review the application on an expedited basis. If the application meets all of the required criteria stated in this rule, ACCI will rule on the application within 7 days of receipt of the application and issue a written notice of the ruling to the owner. In no event shall ACCI take more than 45 days from receipt of the application to issue its ruling, or the application will be deemed approved by waiver.
3. If an owner submits a Notice of Intent to Install an Antenna to ACCI, the Notice must be filed 3 days before the installation. In such a case, the owner bears all the risk that ACCI may not approve the antenna because of a lack of compliance with the Rules stated herein. ACCI reserves all powers to inspect the antenna after installation to determine if the antenna complies with the rules. If not, ACCI reserves all powers to compel the owner to comply with the rules, regardless of whether the owner has already installed the antenna.
4. Owners must file their application/notices to ACCI in writing at:

Americana Centre Condominium
118 Monroe Street, #106
Rockville, MD 20850

B. Antenna Size & Type:

Residents may install a single DBS antenna which is one (1) meter/39.37 inches or less. Antennas larger than one (1) meter/39.37 inches are prohibited.

C. Location, Installation and Maintenance:

1. DBS Antennas shall be installed solely on property owned by an owner or on exclusive use area if provided for herein.
2. DBS Antennas may be placed on the patios or a balcony so long as the patio or balcony is the exclusive use area to a unit and its location otherwise complies with these requirements.
3. DBS Antennas shall be located in a place shielded from view from the street or from other units to the maximum extent possible; provided, however, that nothing in these rules would require installation in a location from which an acceptable signal may not be received. This will be determined on a case-by-case basis and shall be reviewed in detail by the Board of Directors of ACCI.
4. Exterior DBS antennas wiring shall be installed so as to minimize visibility and may not be placed or located on common elements. Owners of a satellite dish antenna should make every reasonable effort to ensure that the appliance and all cables, wires and other accouterments are maintained in an acceptable manner consistent with recommended guidelines. If the equipment is not maintained, ACCI can require the owner, through the legal process or as otherwise permitted by law or pursuant to the ACCI documents, to take action to maintain the equipment. If the owner fails to do so, ACCI reserves the right to enforce this rule and the owner will be responsible for any and all costs associated with the enforcement.
5. If necessary, DBS satellite dish antennas should be painted black or any acceptable neutral or metallic color so long as the paint does not interfere with an acceptable quality signal.
6. DBS Antenna and mast shall not be installed higher than is absolutely necessary for reception of an acceptable quality system.

D. Safety

- 1. Antennas shall be installed and secured in a manner that preserves the structural integrity of the building in which it is installed. Antennas also must comply with all applicable Federal, State and/or County laws and regulations.**
- 2. Antennas shall not be placed where they come into contact with electric power lines or interfere with power lines or electrical transmission.**
- 3. Antennas must be secured so that they do not jeopardize the soundness or safety of any other structures. All satellite dishes installed must withstand wind speeds of at least eighty miles per hour (80 mph) so as not to blow off and injure ACCI owner(s) or property in any fashion and other safety considerations.**
- 4. Owner(s) is/are required to carry appropriate insurance on an installed antenna to protect against theft, as well as, liability to other residents and/or ACCI.**
- 5. All installations must comply with applicable codes and shall be permanently and effectively grounded.**

**NOTICE OF INTENT TO INSTALL ANTENNA
AMERICANA CENTRE CONDOMINIUM, INC.**

Prior notification is required for installation of antennas covered by the Federal Communications Commission's Over-the-Air Reception Devices Rule. This approval is required because such installations may pose a safety risk to ACCI residents and common and individually owned property. The Board of Directors will evaluate all applications and permit the installation of those that comply with these rules and other applicable laws or otherwise do not pose a safety risk. Any rejection of an application will specify the reason.

Owner: _____

Telephone: _____ (Work) _____ (Home)

Address: _____

Telephone: _____ (Work) _____ (Home)

If rented, tenants'/occupants' name: _____
(ATTACH COPY OF OWNER'S WRITTEN PERMISSION)

Telephone: _____ (Work) _____ (Home)

Type of Antenna _____
Direct Broadcast Satellite _____ 18-inch _____ other _____ inch

Company Performing Installation _____

Identify Installation Location: Patio _____ Balcony _____
Other _____

Date of Installation _____

Method of Installation _____

Will the installation be in compliance with all ACCI rules/instructions and applicable building codes?
Yes _____ No _____

I will comply with all of the ACCI rules for installing, maintaining and using antennas. I assume all liability for any damage to ACCI and other owner's property that occurs due to antenna installation, maintenance and use.

Signed _____ Date _____

SECRET

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AMERICANA CENTRE CONDOMINIUM, INC.
Policies and Procedures Related to the Election of Directors

Resolution No. 2013-02

WHEREAS, Article V, Section 3 of the By-laws of Americana Centre Condominium, Inc. (hereinafter referred to as "By-laws" and "Council" or "Corporation," respectively) states that "The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members"; and

WHEREAS, Article IV, Section 2 of the By-laws requires the Council to have annual meetings to elect directors by ballot; and

WHEREAS, Section 11-109(c)(13) of the Real Property Article of the Maryland Code states:

A call for nominations [for the Board of Directors] shall be sent to all unit owners not less than 45 days before notice of an election is sent. Only nominations made at least 15 days before notice of an election shall be listed on the election ballot. Candidates shall be listed on the ballot in alphabetical order, with no indicated candidate preference. Nominations may be made from the floor at the meeting at which the election to the board is held; and

WHEREAS, the Board had determined that it is in the best interests of the Council to adopt uniform and systematic policies and procedures regarding the election of directors;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby adopt the following policies concerning the election of directors:

I. Elections Committee

- A. By December 31 of each year, or as soon thereafter as possible, the Board shall appoint members to an Elections Committee.
- B. The Elections Committee shall consist of no less than three and no more than five members, all of whom shall be members in good standing as defined herein and who are not current Board members and are not running for a vacancy on the Board at the next Annual Meeting.
- C. The Board shall elect a chairperson for the Elections Committee and the committee must meet at least once before the call for nominations is sent out to members.

- D. Elections Committee members will work with management, and if authorized, the Council's attorney, to draft the notices, proxies and ballots for the Annual Meeting. The Board shall have final approval of these documents.

II. Call for Nominations

- A. At least 45 calendar days before the notice of election is sent, a call for nominations shall be sent to all members.
- B. The call for nominations shall have a due date for nominations to be submitted, which shall be no later than 15 days before the date that the notice of election is scheduled to be sent.
- C. The call for nominations shall include a Biographical Questionnaire for members to complete for self-nominations or to nominate other members. Such form shall include the following specific requests for the potential candidate or his/her nominator to complete, together with any other requests as the Board of Directors may determine from time to time:
1. Provide an overview of your/your nominee's vision for the Council, including how you/your nominee see(s) committees working with the Board of Directors and working to support the community;
 2. Provide your/your nominee's background and experience; and
 3. Provide any additional information you would like the members to know about you/your nominee.
- D. Upon receipt of a Biographical Questionnaire that has been completed by someone other than the nominee, management shall contact the nominee to confirm that the nomination is accepted by the nominee, and the nominee shall fill out a Biographical Questionnaire.

III. Campaigning

- A. Each year, the Board will establish a specific night for members to meet the candidates, and the Board hopes that the candidates use that night for campaigning purposes.
- B. Candidates are prohibited from personally soliciting members to vote for them by knocking on doors of members and speaking to them or distributing documents, except as provided in subparagraph C herein. All residents, members, and Corporation employees are prohibited from personally soliciting members to vote

for specific candidates by knocking on doors of members and speaking to them and distributing written materials, except as provided in subparagraph C herein. Should candidates have casual contact with members (e.g., in the elevator or mail room), candidates are free to speak with members at that time.

C. To the extent that candidates or members want to provide written information to members prior to Meet the Candidates Night, candidates are permitted to distribute one piece of paper (may be two-sided) to each unit.

1. The candidate/member must provide the document to the on-site office with enough copies to be delivered to all units;
2. The document must be provided at least 3 business days prior to the scheduled Meet the Candidates Night;
3. All documents received from candidates/members for distribution will be distributed at one time at least 24 hours in advance of the Meet the Candidates Night; and
4. No candidates/members are permitted to distribute materials to the units on their own.

IV. Meet the Candidates Night

A. At least seven days prior to the date of the Annual Meeting, the Council shall hold a Meet the Candidates Night and notice of the meeting shall be sent together with the notice of election.

B. Meet the Candidates Night shall be open to all members and residents in the Council and only candidates who have been nominated at least 15 days before the Annual Meeting shall be permitted to participate.

C. Meet the Candidates Night shall be emceed by a Director who is not on the ballot or a committee chair who is not on the ballot. The emcee shall be selected by the Board of Directors and the name of the emcee shall be included in the notice.

D. Procedures for Meet the Candidates Night

1. Each candidate participating shall be given up to five minutes to speak directly to the attendees without interruption.
2. After each candidate has spoken, each participating candidate shall answer questions that have been submitted via the suggestion box at the front desk. The emcee shall have a maximum of 30 minutes to facilitate these questions and shall divide the time as equally as possible for each question.

and candidate.

3. The residents in attendance shall then be given the opportunity to ask the candidates questions. Each candidate shall be given the opportunity to answer each question. The emcee shall facilitate this process and shall limit the total time for questions and responses to 30 minutes.

V. Meeting Procedures

- A. Election Committee members who are not on the ballot or nominated from the floor are eligible to assist in the counting of votes.
- B. If a member has submitted a proxy vote in advance of the meeting, the member may ask for the proxy to be returned, provided that request is made prior to the meeting being called to order.
- C. Nominations for candidates shall be taken from the floor prior to the collection of ballots. No member may be nominated from the floor who is absent unless the nominator has written documentation from the nominee accepting the nomination. Nominees who are nominated from the floor by another member must affirmatively accept the nomination.
- D. Once the nominations from the floor are closed by a vote of the membership, each candidate shall be given five minutes to address the attendees without interruption and no questions shall be permitted from the attendees.

VI. Votes

- A. Each unit in good standing shall be entitled to vote and the value of the vote shall be counted pursuant to the common element percentage set forth in the Council's Master Deed. Good standing means that the unit is not more than 30 days delinquent in any payment due to the Corporation as states in Article IV, Section 7 of the By-Laws.
- B. The votes shall be tabulated by management and the eligible Elections Committee members. Counsel for the Corporation may also be present in the room if requested by the Board or the Elections Committee. No other person is permitted to be in the room for the count of the votes.

This resolution was adopted pursuant to §11-111 of the Maryland Condominium Act.

AMERICANA CENTRE CONDOMINIUM, INC.

RESOLUTION ACTION RECORD

Resolution Type Policy No. 2013-02

Pertaining to: Election of Directors

Duly adopted at a meeting of the Board of Directors of Americana Centre Condominium, Inc. held November 19, 2013.

Motion by: Patricia Gill

Seconded by: Virginia Olney

OFFICER	TITLE	YES	NO	ABSTAIN	ABSENT
Kari Wallace	President	X			
John Becker	Vice President	X			
Patricia Gill	Secretary	X			
George Franklin	Treasurer	X			
Virginia Olney	Director	X			
Lee Jones	Director	X			

ATTEST:

Patricia D. Gill
Patricia D. Gill, Secretary

11/19/2013
Date



MEMORANDUM FOR THE DIRECTOR

DATE: 10/15/54

TO: THE DIRECTOR, FEDERAL BUREAU OF INVESTIGATION

FROM: SAC, NEW YORK

SUBJECT: [Illegible]

AMERICANA CENTRE CONDOMINIUM, INC.

POLICY RESOLUTION Collections

(Policy and Procedures Concerning the Collection of Charges, Fees, and Assessments)

WHEREAS, Article V, Section 3 of the By-laws of Americana Centre Condominium, Inc. (hereinafter referred to as "By-laws" and "Council" or "Corporation," respectively) states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members; and

WHEREAS, Article IX of the By-laws states that all members shall pay an annual assessment in monthly installments to the Council to pay each members proportionate share of the Corporation's annual expenses; and

WHEREAS, Article IX, Section 2 of the Bylaws authorizes the Board of Director so levy a special assessment or assessments; and

WHEREAS Article IX, Section 4 of the By-laws states that if an assessment or installment thereof not paid when due shall, together with the interest and cost of collection thereof shall be a lien on the unit and shall be the personal obligation of the member; and

WHEREAS, Section 11-110(e)(2) of the Maryland Condominium Act states that a late charge of \$15.00 or one tenth of the total amount of any delinquent assessment or installment, whichever is greater, may be assessed once for each delinquent payment and the delinquency has continued for 15 days; and

WHEREAS Article IX, Section 4 of the By-laws states that any assessment levied pursuant to the Master Deed or By-laws which is not paid within 5 days of the due date shall bear interest at a rate not to exceed eight percent (8%) per annum; and

WHEREAS, Article IX, Section 4 of the Bylaws further provides that interest, costs and reasonable attorneys' fees of not less than 20% of the sum claimed shall be added to the amount of each assessment; and

WHEREAS, Article IX, Section 6 of the Bylaws states that upon the default in the payment of any one more installments of any assessment levied pursuant to the Master Deed or By-laws, the entire balance of the assessment may be accelerated at the option of the Board of Directors and declared due and payable in full; and

WHEREAS, the Board has determined that it is in the best interest of the Council to update its formal collections policy; 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 adopts the following assessment procedures:

I. ROUTINE COLLECTION PROCEDURES

- A. All Assessments shall be due and payable on or before the 1st of each month, and all installments of any special assessments shall be due and payable on the date or dates specified in the notice of such assessment delivered or mailed to the members (collectively "Due Date"). The Board shall retain authority to permit the payment of any special assessment on a monthly, quarterly, semi-annual basis or annual basis.
- B. All documents, correspondence, and notices relating to assessments or other charges shall be mailed to the address which appears on the books of the Council or to such other address as is designated in writing by the member. Each non-resident member shall furnish the Council's managing agent with an address where the member will at all times promptly and regularly receive mail. Any failure by a member to claim a certified mailing sent by the Council will not invalidate the notice issued by the Council.
- C. Non-receipt of payment coupons shall in no way relieve a member of the obligation to pay the amount of any assessment by the applicable Due Date.

II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

- A. Any assessment, or installment thereof, not paid within fifteen (15) days after the applicable Due Date shall incur a late fee in the amount of one tenth (1/10) of the installment, or the assessment if it is due in one payment, and interest shall be assessed at eight percent (8%) per annum until the balance is paid in full.
- B. A "Late Notice" shall be sent to any member who has not paid any assessment in full by the close of business 10 days after the applicable Due Date.
- C. No additional notice of the imposition of interest, late fees, and cost of collection charges will be provided to a member other than the Late Notice. Any interest, late fees, and/or cost of collection charges imposed shall be the member's personal obligation and shall constitute a lien upon the Unit of the defaulting member.
- D. If a check is returned to a member because it has been improperly filled out (including, but not limited to missing signature, amounts do not match, postdated) and is not resubmitted to the Council within 15 days after the applicable Due Date, the late fee, interest and any cost of collection charge will be assessed to such member's account.
- E. If a member defaults in paying any sum properly assessed by the Council against such member's unit, which default continues for a period in excess of 15 days after notice

from the Council or counsel for the Council, all remaining installment payments for that assessment shall be accelerated, and the entire balance of the applicable assessment shall be due and payable in full.

- F. If a member's check is not honored and is returned to the Council, a \$25.00 returned check charge shall be assessed against such member which shall be in addition to any applicable late fees, interest and cost of collection charges.
- G. Counsel for the Council shall take appropriate legal action as reasonably directed by the Board, including but not limited to filing a lawsuit and foreclosing on the Council's liens.
- H. If the Council receives from any member, in any accounting year, two or more returned checks for payments of such member's assessments or other payments, the Board may require all future payments to be made by certified check or money order for the remainder of such accounting year.
- I. All costs of collection incurred by the Council as a direct result of any default specified herein shall be specifically assessed against such member and such member's unit as permitted herein. Such costs include, without limitation, actual legal or administrative expenses, including costs for letters sent by management and private process server charges (regardless of whether suits or liens are filed) resulting from a member's failure to pay any assessment when due or from any other default by such member as provided herein.
- J. Once an account has been referred to the Council's attorney for collection, payments received towards the account will be credited in the following order of priority:
1. Charges for attorney's fees and costs.
 2. Late fees.
 3. Cost of collection charges.
 4. All interest accrued.
 5. All other charges incurred by the Council as a result of any default hereunder.
 6. Any assessment due for each unit, including any special assessment thereon.
- K. This resolution supersedes and replaces all prior resolutions related to the collection of assessments.

The effective date of this Resolution shall be November 19, 2015

This resolution was adopted pursuant to §11-111 of the Maryland Condominium Act.

AMERICANA CENTRE CONDOMINIUM, INC.

RESOLUTION ACTION RECORD

Resolution Type Policy Collections

Pertaining to: Policy and Procedures Concerning the Collection of Charges, Fees, and Assessments

Duly adopted at a meeting of the Board of Directors of Americana Centre Condominium, Inc. held November 19, 2015

Motion by: George Franklin Seconded by: Don Andrews

OFFICER	TITLE	YES	NO	ABSTAIN	ABSENT
Virginia Olney	President	X			
John Becker	Board Member	X			
Patricia Gill	Vice President	X			
George Franklin	Treasurer	X			
Michael Bowen	Secretary				X
Debbie Jackson	Board Member	X			
Don Andrews	Board Member	X			

ATTEST:

Virginia Olney 11/19/2015
 , Secretary, Date
Don Andrews
 Board President

AMERICANA CENTRE CONDOMINIUM, INC.
Code of Ethics for the Board of Directors

Administrative Resolution No: 2016-01-01

WHEREAS, the Board of Directors of the American Centre Condominium, Inc. ("Board of Directors" or "Board") has established the goal of conducting the business of the Council of Unit Owners of Americana Centre Condominium, Inc. ("Council") with high levels of dignity, civility, and respect for the Council as an entity and for the individual members of the Council, the Board, and Committees;

WHEREAS, the Board of Directors wishes to establish a code of ethics for itself in order to further its efforts to accomplish its goal;

NOW THEREFORE, BE IT RESOLVED that the Board adopts the following code of ethics as its formal policy:

I. DECORUM AT MEETINGS

- A. Members of the Board of Directors shall exercise their best efforts to attend and be on time to all meetings or functions of the Board, and shall plan to be in attendance during the entire proceeding. Whenever a Board member knows in advance that he or she cannot attend the entire meeting or function, he or she shall exercise best efforts to inform the President or General Manager in advance of the meeting.
- B. When a meeting of the Board of Directors is called to order, all members of the Board shall be prepared to focus on the business of the meeting. Board members shall take precautions to minimize any distractions during the meeting, including, but not limited to, turning off electronic devices, audio or visual recorders or other forms of telecommunications equipment and refraining from other activities which might interrupt the fluidity of the Board meeting or distract any other member of the Board.
- C. Board members shall show respect to each other at all times. No member of the Board shall speak out of order or without recognition from the President, nor shall any member of the Board engage in any activity which interrupts or distracts any member of the Board when another member of the Board has the floor for discussion purposes. Board members also owe a special duty of civility to the Council's membership and shall be particularly courteous to the individual members at all times during official functions of the Council. In addition, Board members shall employ these same standards when communicating with one another, with management, staff and individual members of the Council via other means (e.g., in emails and voicemail messages).
- D. The President shall have authority to enforce the provisions of Section I during Board meetings, and may do so on his or her own or at the unseconded request of any other member of the Board. To enforce Section I, the President shall issue a call to order to the particular member of the Board, who then must obey the directive immediately; however,

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY

CHICAGO, ILLINOIS

Dear Sirs:

I have the pleasure to inform you that your application for admission to the Ph.D. program in Chemistry has been accepted. You will receive a letter from the Registrar regarding the details of your admission and the requirements for the program.

Very truly yours,
The Department of Chemistry

Enclosed for you are the following documents:

1. A copy of the University Catalog

2. A copy of the Department of Chemistry Bulletin

3. A copy of the Graduate Record Examination (GRE) scores

4. A copy of the Department of Chemistry application form

5. A copy of the Department of Chemistry letter of acceptance

6. A copy of the Department of Chemistry letter of recommendation

the member called to order shall have the right to appeal the President's directive. The appeal shall be open to debate and vote of the Board.

- E. The Board further reserves additional enforcement powers for itself, as set forth in Section V.

II. DUTY OF RESPECT TO THE BOARD AND THE COMMUNITY

- A. All members of the Board owe a duty of respect to the Board of Directors as an entity, particularly with respect to its formally-approved policies. During the decision-making process, robust debate between members of the Board is encouraged, as it is often necessary for the development of the best decision-making process; however, once the Board formally votes on a matter, no member of the Board shall engage in any activity which undermines the ability of the Board to successfully effectuate the results of a duly-authorized policy or decision. The duty of respect owed to the Board requires dissenting members to work within the formal procedures of the Board to modify or rescind the previously-adopted votes or policies with which they disagree. Dissenting members of the Board may voice their disagreement with any such votes or policies at any official function of the Council, but must do so in a manner which shows respect for the Board as an entity.
- B. All members of the Board shall recognize that their individual behavior is a reflection upon the Board as an entity; therefore, Board members must show the proper respect towards other residents, owners, and Board members even outside of formal meetings.
- C. In recognition of the effect that Board members' comments may have on individual owners, when Board members have concerns/issues/questions about a particular Board policy or decision, Board members shall refrain from communicating those concerns with members of the Council directly until after the Board member has placed the issue or concern on the Board's agenda and the Board has fully discussed it. If the matter has been addressed fully by the Board, Board members may discuss it with other members of the community, but must afford the Board's decision its due respect. Specifically if a Board member believes that the Board is treating an owner or resident unfairly or with special treatment, the Board member must address that concern with the Board and not with individual members of the Council, even if the Board has fully discussed the Board member's concerns and has taken no additional action.
- D. As Board members are responsible for overseeing the business of the Council as a whole, Board members shall make themselves familiar with the Council's Articles of Incorporation, By-laws, Rules and Regulations, and any other governing documents of the Council.
- E. All Board members shall take part in annual Board training. The training shall include information on Board member responsibilities, and ethical and legal requirements of Board members. The training shall be conducted by legal counsel for the Council and paid for by Council funds.

1. The first part of the document is a list of names and addresses of the members of the committee.

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- F. All Board members are strictly prohibited from using Council property (including Confidential Information, as discussed below) for private purposes, unless the use is afforded to all members of the Council, and the Board member has proper permission to use the property.

III. CONFLICTS OF INTEREST

- A. Members of the Board owe a fiduciary duty to the Council which requires them to consider only the best interests of the Council when voting on matters and to exclude any competing interest from consideration. If a member of the Board has any duality of interest, concerns which compete with his/her fiduciary duty, or a conflict of any sort, then he/she must disclose such interest, concern, or conflict on the record. If the Board member believes that he or she is unable to fulfill the fiduciary duty to the Council because of such interest, concern, or conflict, he or she must recuse him or herself from all discussions and votes on that matter.
- B. If the Board member believes that such interest or concern does not rise to the level of a conflict of interest and does not impede his or her ability to exercise the fiduciary duty, he or she must state her reasons on the record and his or her intent to participate in the discussion and vote on the motion. Under such circumstances, the President shall have the authority to call for a vote of the other members of the Board to approve the right of the member to participate in the discussion and vote. Under such circumstances, the other Board members shall presume good faith on the part of their fellow member of the Board and shall not vote to disapprove their fellow Board member's right to participate in the discussion and vote unless there is clear and convincing evidence that the member's participation in the discussion and vote would damage the integrity of the Board and be injurious to the interests of the Council.
- C. Board members are encouraged to review any fiduciary duty requirements that they may have as a result of their relationship with other organizations, including with their employers, other corporations, or other non-profit organizations.
- D. Under no circumstances shall any member of the Board participate in the discussion or vote on any matter in which the member has a conflict of interest. For the purposes of this resolution, the term "conflict of interest" shall include, but not be limited to, the following situations:
1. whenever the Board intends to review a case involving the compliance of a member of the Board with the Council's legal requirements, and
 2. whenever the Board intends to review a contract or expenditure of funds involving the direct pecuniary interest of a Board member.
- E. No member of the Board shall vote to approve the expenditure of funds for the acquisition of services or goods from any Board member, relative of a Board member, or

1. The Commission has received information that the applicant has been involved in a number of transactions which are of a suspicious nature and which may be related to the activities of the applicant in the United Kingdom.

2. The Commission has also received information that the applicant has been involved in a number of transactions which are of a suspicious nature and which may be related to the activities of the applicant in the United Kingdom.

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9. The Commission has also received information that the applicant has been involved in a number of transactions which are of a suspicious nature and which may be related to the activities of the applicant in the United Kingdom.

entity which is affiliated with any of the Board members or their relatives, unless the Board member with such relationship discloses the relationship on the record and there is convincing reason to believe that a vote in favor of such an expenditure would be in the best interests of the Council. Under such circumstances, the vote must pass by at least a two-thirds majority of a quorum of members of the Board of Directors.

F. Under no circumstances shall any Board member solicit a gift or gratuity of any sort, including, but not limited to free or discounted services, from any resident or any employee, vendor, or professional serving the Council or attempting to obtain business from the Council. Any member of the Board who receives an unsolicited gift or gratuity from any employee, vendor, or professional serving the Council or attempting to obtain business from the Council must promptly disclose his or her receipt of the gift or gratuity at a meeting of the Board. The Board of Directors shall then decide on the public record whether the member of the Board should return the gift, turn it over to the Council, or, if the gift is of innocuous consequence or nominal value, keep the gift. This prohibition does not cover situations where members of the Board meet with a vendor or professional to discuss business matters of the Council at times when it would be ordinary to eat breakfast, lunch, or dinner and the vendor or professional pays for the meal. Such circumstances shall be considered ordinary and acceptable acts of professional courtesy on the part of the vendor or professional.

G. In order to avoid potential violations of subsection F above, any Board member who wishes to enter into a private contract for services with any employee, vendor, or professional currently serving the Council must notify the Board of that relationship. If the absence of a form, the Board member must provide the identity of the employee, vendor or professional with whom the Board member wishes to engage into a private contract and the general terms of the contact (i.e. ongoing service contract or singular transaction). The Board member must also sign an agreement that the private agreement shall not interfere in any way with the hours of employment or services provided by the employee, vendor, or professional to the Council.

IV. CONFIDENTIALITY REQUIREMENT

A. All members of the Board shall recognize that matters pertaining to the Council's business conducted in Executive Session should be kept confidential and not disclosed to the community membership or to members of the public at large. All persons, including, but not limited to, members of the Board, any Committee, or general membership are strictly prohibited from recording any portion of the Executive Session via the use of any audio or visual recording device without making a written request and obtaining express written consent of a majority of the Board members. Any such request shall be made at least seven business days in advance of the meeting.

B. The same confidentiality applies to any written communications from legal counsel denoted as a confidential document. Board members shall not disclose Confidential Information (as that term is defined below) under any circumstances to any person not on

the Board without the express consent of a majority of the Board voting at a duly-convened meeting of the Board of Directors.

- C. In any instance when a Board member might be confused about the confidentiality requirements and in order to minimize the possibility of inadvertent disclosure, Board members shall consult with the President before making any disclosure to any third party which might arguably release any Confidential Information covered by this Resolution, as that term is defined below.
- D. All Confidential Information is the property of the Council. Board members shall keep in strict confidence any and all information, documentation, records, and devices, including e-mails which contain Confidential Information, and, upon the expiration of the Board member's term, shall return all Confidential Information in his possession to the Board and shall keep confidential all non-tangible Confidential Information.
- E. For the purpose of this Resolution, the term "Confidential Information" shall mean any information related to:
1. discussion of matters pertaining to employees and personnel;
 2. protection of the privacy or reputation of individuals in matters not related to the Council of unit owners' business;
 3. consultation with legal counsel on legal matters;
 4. consultation with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters;
 5. investigative proceedings concerning possible or actual criminal misconduct;
 6. compliance with a specific constitutional, statutory, or judicially imposed requirement protecting particular proceedings or matters from public disclosure; or
 7. discussions of individual owner assessment accounts.
- F. For the purpose of this Resolution, the term "Confidential Information" shall not be deemed to include:
1. information that, at the time of disclosure, is available to the general public through public records or records of the Council which the Council must make available to the members for inspection or copying under state law; and
 2. information that an administrative agency or court of competent jurisdiction orders to be disclosed, provided however, that upon receipt of any order, subpoena, or summons of any kind, before providing the information or document requested, the Board member shall give the Council immediate notice thereof in order to allow the

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Council an opportunity to protect its Confidential Information. The Board member shall provide all necessary cooperation for this purpose.

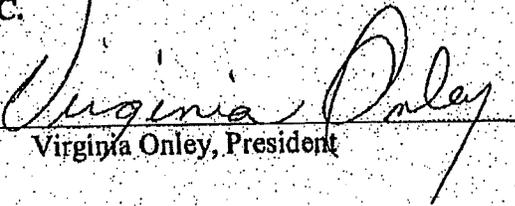
V. ENFORCEMENT

- A. In addition to the enforcement remedies provided to the President stated above, the Board may enforce all provisions of this resolution by private reprimand, public censure, suspension from the Board for a maximum of two months, or the initiation of a removal action.
- B. The Board shall not take any such enforcement action against any Board member until the Board votes on the public record to cite the member of the Board for a flagrant or repeated violation of the code of conduct cited herein. The Board must then provide the Board member in question with written notice of the alleged violation and an opportunity to be heard on the matter at a duly-convened meeting of the Board. Once the Board concludes this process, it may vote to impose or pursue any of the enforcement actions described above.

IN WITNESS WHEREOF, the undersigned certifies that this Resolution was adopted by the Board of Directors of the Americana Centre Condominium, Inc. on this 28th day of January, 2016.

**AMERICANA CENTRE CONDOMINIUM,
INC.**

By


Virginia Onley, President

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY

REPORT OF THE COMMITTEE ON THE
PROGRESS OF THE DEPARTMENT OF CHEMISTRY
DURING THE YEAR 1954

The Department of Chemistry at the University of Chicago has had a very successful year. The faculty has been strengthened by the arrival of several new members, and the department has made significant progress in many areas of research. The following is a summary of the work done during the year.

The first section of the report deals with the work of the faculty members who have been appointed during the year. These include the following:

1. *[Faint text]*

2. *[Faint text]*

**AMERICANA CENTRE CONDOMINIUM, INC.
FINANCIAL MANAGEMENT COMMITTEE TERMS OF REFERENCE**

ADMINISTRATIVE RESOLUTION NO. 2016-02-01

Establishing the structure and responsibilities of the Financial Management Committee

WHEREAS, Article V, Section 3 of the By-laws of Americana Centre Condominium, Inc. (hereinafter referred to as "By-laws" and "Association" or "Corporation," respectively) states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members; and

WHEREAS, the Association's Board of Directors ("Board") is responsible, pursuant to Article V, Section 3(a) of the By-Laws, for the "care, upkeep and surveillance of the condominium project;" and

WHEREAS, the Board believes it is in the best interest of the owners and the Association to have a committee to assist in managing the financial assets of the Association and to provide assistance in reviewing the Association's annual budget.

NOW THEREFORE, BE IT RESOLVED that the Financial Management Committee (FMC) is established as a standing committee of the Association with the following terms of reference:

The primary responsibility of the FMC is to advise and assist the Board in prudently and effectively administering the Association's assets in order to meet both the requirements of the Association's governing documents and the needs and desires of the members. In fulfilling its responsibility, the FMC shall perform functions which include, but are not limited to, the following:

1. Assist in preparing the annual budget and budget narrative in cooperation with Management and the Treasurer. The proposed budget must be submitted to the Treasurer annually by October 1.
2. Review Association fees with Management and recommend to the Board the individual fees to be charged for Americana Centre facilities based on delivery costs for goods and services.
3. In coordination with Management and the Treasurer, review annually the Replacement Reserve and periodic Maintenance Reserve schedules; recommend additions and changes to the reserve listings based on recommendations and information from Management; and make recommendations on corresponding budget levels and expenditures for incorporation in the overall budget.

4. At least quarterly, review the expenditures to date and income and make recommendations, if any to the Board as a result of the review.
5. As requested by the Board, the FMC may review and make recommendations regarding the total payroll and employee benefits. The FMC will not review or make recommendations regarding individual salaries and that information shall not be supplied to the FMC.
6. Review and comment on the Association's annual draft financial audit report to assist the Board in its review and approval of same.
7. Review the financial policies and practices of the Association, review financial reports, and help ensure that investments are made according to Federal and State requirements.
8. Establish and maintain a working relationship with other committees, the BoD, and Management.

The Committee shall:

1. Follow the standards outlined within the Code of Ethics adopted by the Board of Directors.
2. Develop expertise in assigned focus areas.
3. Address only topics specifically directed by the Board.
4. Recommend possible study topics to the Board.
5. Provide input to the annual budget.
6. Submit minutes of meetings, prepared in a standardized format to the Board of Directors.

The Committee shall not:

1. Perform operational tasks unless specifically directed by the Board.
2. Perform management functions.
3. Oversee management.
4. Develop RFPs for contracts, select bidders, approve or oversee contracts.
5. Neither spend money nor authorize the expenditure of funds.
6. Commit the Association in any way.

I ELIGIBILITY

Committee members shall be property owners in good standing, defined as the absence of any liens, privilege penalty, assessment delinquency, architectural violation, or legal action enacted by the Americana Centre Condominium Association, Inc.

II APPOINTMENT

- A. Unit owners interested in being appointed must submit their request for appointment, in writing, to Management, containing a brief outline of their credentials, e.g., related experience or training, availability, and any other pertinent information to assist in the selection process.

- B. Once Management has confirmed that the member is eligible to be appointed, Management shall forward a copy of the written request to the Board of Directors.
- C. The Board has sole authority to appoint members.
- D. No person shall continue to serve as a FMC member if such owner is more than sixty (60) days delinquent in meeting financial obligations to the Association.
- E. The Board of Directors may remove an FMC member at any time with or without cause. Cause shall include failure to attend three (3) consecutive meetings which are unexcused by the FMC Chair.
- F. At least one member of the FMC will be a sitting member of the Board of Directors and serve as a liaison.

IV TERMS

- A) Terms are for three years.
- B) A member may apply for an extension or reappointment.

V APPOINTMENT OF OFFICERS

- A) The President shall appoint the FMC Chairperson.
- B) The FMC shall elect at the first meeting of the calendar year, an Alternate Chairperson who shall serve in the absence of the Chairperson or at the request of the Chairperson.
- C) Other officers as needed shall be elected by majority vote of FMC members.
- D) An individual shall not serve as Chairperson for more than three (3) years unless approved by the Board of Directors.

VI DUTIES OF THE CHAIRPERSON

- A) Develop the annual meeting calendar.
- B) Preside over meetings.
- C) Provide each FMC member an opportunity for input.
- E) Ensure FMC members and unit owners in attendance are treated fairly and with respect.
- F) Ensure that FMC meeting discussions and member comments are appropriate for public meetings.
- G) Submit draft meeting minutes to the Board of Directors through Management within one week of the meeting date.

H) Ensure that established Association deadlines are met in a timely fashion.

I) Serve as an ambassador to the community in behavior and action.

J) Serve as a liaison to the Board as necessary.

VII MEETINGS

The Committee shall, at a minimum, hold two meetings a year. In January of each year, an annual calendar of meetings shall be adopted. The Chairperson must notify Management at least 10 days in advance of a meeting so that the members are notified about the meeting.

VIII NUMBER OF MEMBERS AND QUORUM

A) The total number of members of the FMC shall normally be at a minimum three (3) and no more than five (5), but can be extended to seven (7) with Board approval. The FMC shall not operate with less than three (3) members.

B) A quorum is not necessary to convene a meeting nor discuss issues, but a quorum must be present in order to conduct a formal vote. A quorum is:

3 members if the FMC member total is 3, 4, or 5

4 members if the FMC member total is 6 or 7

C) FMC members must notify the management staff or the Committee Chairperson of their inability to attend a meeting, as soon as possible but no later than two hours prior to that meeting.

IX MANAGEMENT

A) May provide "Committee Member" packets to newly appointed committee members with information relating to performance as a committee member.

B) May conduct a new member orientation session once a year.

C) Assist the FMC with staff advice.

D) Prepare meeting agendas based on annual agenda approved by the Board.

E) Complete Board Action Worksheets as needed.

X EFFECTIVE

This resolution is effective March 7, 2016 which is ten days after adoption by the Board of Directors.

RESOLUTIONS ACTION RECORD

Resolution Type Administrative No. 2016-02-01

Pertaining to: Financial Management Committee

Duly adopted at a meeting of the Board of the Americana Centre Condominium, Inc. held,
February 25, 2016

Motion by: Don Andrews Seconded by: George Franklin

OFFICER		VOTE:			
		YES	NO	ABSTAIN	ABSENT
Virginia Onley,	President				X
Patricia Gill,	Vice President	X			
Michael Bowen,	Secretary	X			
George Franklin,	Treasurer	X			
Debbie Jackson,	Director	X			
John Becker,	Director	X			
Don Andrews,	Director	X			

ATTEST:

Michael Bowen, Secretary

2/25/16
Date

File: 2016 Minutes, Book of Resolutions

Resolution Effective:



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AMERICANA CENTRE CONDOMINIUM, INC.

POLICY RESOLUTION NO.2017-06-01

(Due Process and Dispute Settlement Procedures)

WHEREAS, Article V, Section 3 of the By-laws of Americana Centre Condominium, Inc. (hereinafter referred to as "By-laws" and "Council" or "Corporation," respectively) states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members;" and

WHEREAS Article V, Section 3(d) of the Bylaws empowers the Board to promulgate and enforce rules and regulations "respecting the use, occupancy and maintenance of the project and the use of the general and limited common elements as are designated to prevent unreasonable interference with the use and occupancy of the condominium project and of the general and limited common elements by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Master Deed;" and

WHEREAS, Section 11-109(d)(16) of the Maryland Condominium Act ("Act") authorizes the Council, after notice and an opportunity to be heard, to levy reasonable fines for violations of the Council's Master Deed, By-Laws and rules and regulations (collectively, "Governing Documents"); and

WHEREAS, Section 11-113(b) of the Act provides the procedure that the Council must follow prior to the imposition of a fine, suspension of voting rights or infringement upon any other rights of the member or other occupant; and

WHEREAS, the Board deems it necessary and desirable to establish procedures to ensure due process and consistency of enforcement for the benefit and protection of the Council and the members in cases involving alleged violations of the Governing Documents.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board adopts the following rules and procedures regarding violations of the Governing Documents:

I. PROCEDURES

A. Commencement. While informal and cooperative efforts to resolve alleged violations of the Governing Documents and related disputes are preferred and encouraged, where formal action is recommended, such action can be commenced in two ways:

1. If the complaint or request for action is made by a Unit Owner/Resident, such Unit Owner/Resident must submit a written complaint unless the violation is one which the General Manager believes can be sufficiently verified to warrant investigation/formal notice. Such complaint shall specify the facts of the alleged violation in sufficient detail

so that the General Manager will understand the nature of the alleged violation. If known, the complaint shall identify the specific provisions of the Governing Documents that allegedly have been violated. The complaint must be as specific as possible as to time(s), date(s), place(s) and person(s) involved and must be signed and dated by the complainant. The General Manager shall provide a copy of the written complaint to the Board; or

2. The General Manager may commence action upon the request of the Board. To the extent the procedures set forth in this Resolution specify duties or action by the General Manager, such duties can be allocated by the Board to such other persons (e.g., a Committee) as the Board deems appropriate from time to time.

B. Preliminary Investigation. Upon receipt of the written signed complaint by Unit Owner/Resident, the General Manager shall make a preliminary investigation as to the validity of the complaint and to determine whether the complaint was made in good faith and if there are reasonable grounds to believe that a violation has or is occurring. Such investigation may include, but not be limited to, contacting the complainant and the alleged violator or others to try to resolve the complaint. The decision to pursue an alleged violation is within the sole discretion of the General Manager and Board. Such investigation may not be necessary should the complaint be instituted by the General Manager or Board pursuant to A.1. above.

C. Cease and Desist Demand. If the preliminary investigation warrants further action or where such action is commenced by the General Manager and/or Board, a written demand to the violator that he or she cease and desist from the offending conduct or otherwise cure the violation. The notice shall:

1. Be sent by first class United States mail or hand-delivered to the Unit Owner at the address shown in the records of the Council. Notice may also be effected by electronic means provided that the Unit Owner has previously consented to such electronic notice. A copy may, but need not be, sent to the tenant if the tenant is responsible or involved with the alleged violation.

2. Specify (i) the alleged violation; (ii) the action required to abate the violation; (iii) a time period not less than ten (10) days during which the violation may be abated without further sanctions (for continuing violations) or a statement that any further violation of the same provision of the Governing Document may result in the imposition of sanctions after notice and a hearing.

D. Hearing Notice. If the alleged violation has not been remedied pursuant to the written request specified above or is repeated within twelve (12) months of the demand in C. above, the General Manager shall serve a Notice of Hearing ("Notice") on the Unit Owner.

1. The Notice shall be served not less than ten (10) days prior to the date of the hearing or within such time as may be allowed or required by the Act. The Notice shall be hand delivered or mailed by first class United States mail to the mailing address shown in the

records of the Council. Notice may also be served by electronic means provided that the Unit Owner has previously advised the General Manager that all notices related to the Council are to be sent by electronic means. A copy may also be sent to a tenant if the tenant is responsible or involved with the alleged violation.

2. The Notice shall contain:

- a. The nature of the alleged violation, citing provisions of the Governing Documents that allegedly have been violated;
- b. The time, date and place of the hearing and an invitation to attend the hearing (not less than 10 days from service of the Notice);
- c. The charges or sanctions that may be imposed.

3. The hearing shall be scheduled at a reasonable and convenient time and place within the Board's discretion. If the original hearing date is rescheduled, only the new date, time and location of the meeting shall be provided in that subsequent notice.

E. Hearing. The Unit Owner may admit the violation in writing and may waive the scheduled hearing. Without such written admission, a hearing shall be conducted by the Board (in executive session) to provide a reasonable opportunity for the alleged violator to present evidence and to cross examine witnesses.

F. Hearing Minutes. Before the effectiveness of any sanction rendered as a result of the hearing:

1. Proof of notice of the hearing and invitation to be heard shall be placed in the minutes of the hearing. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice.
2. The Board shall make a decision within a reasonable period of time after the hearing and written notice shall be sent to the Unit Owner within a reasonable period of time after the hearing. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

F. Sanctions/Assessment of Fines: Any fines assessed pursuant to this Resolution shall be treated as an assessment against such Unit Owner's unit pursuant to Article IX of the By-laws and may be collected in the same manner as assessments for common expenses. The Board may, but is not required to, adopt a Schedule of Fines and shall use its discretion in both the amount and duration of such fines (e.g., in the case of a continuing violation, the Board may assess the Unit Owner a fine for each day that the violation continues).

II. WAIVER

An omission or failure to conduct any enforcement process in exact conformity with this Resolution shall not invalidate the results of such process, so long as the Board has substantially complied with the procedures set forth in this Resolution.

The failure of the Council to enforce a provision of this Resolution or the Governing Documents on any occasion is not a waiver of the right to enforce the provision on any other occasion.

III. REMEDIES

This Resolution shall not be deemed to prevent the exercise of any other enforcement remedies authorized or available by law or set forth in the Governing Documents and shall not constitute an election of remedies.

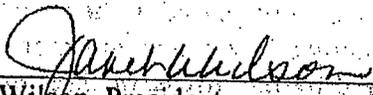
IV. LEGAL ACTION

Notwithstanding any provision of this Resolution, if any Unit Owner fails to comply with the Act, the Governing Documents or a decision rendered pursuant to this Resolution, the Council may proceed to Court or any other administrative body to seek injunctive relief, damages or both and the Council is entitled to an award for legal fees and costs of such action.

This resolution supersedes and replaces all prior resolutions related to the investments. The effective date of this Resolution shall be June 15, 2017

This resolution was adopted pursuant to §11-111 of the Maryland Condominium Act.

AMERICANA CENTRE CONDOMINIUM, INC.

By: 
Janet Wilson, President
Board of Directors

RESOLUTIONS ACTION RECORD

Resolution Type: Policy

No. 2017-06-01

Pertaining to: Due Process and Dispute Settlement Procedures

Duly adopted at a meeting of the Board of the Americana Centre Condominium, Inc. held, June 1, 2017

Motion by: John Becker

Seconded by: Janet Wilson

VOTE:

YES NO ABSTAIN ABSENT

Janet Wilson
Janet Wilson, President

Sam Brewster
Sam Brewster, Vice President

Debbie Jackson
Debbie Jackson, Secretary

Shashi Koduru
Shashi Koduru, Treasurer

John Becker
John Becker, Director

Tyler Bennett
Tyler Bennett, Director

ABSENT
Connie Mar-Pawloski, Director

ATTEST:

Debbie Jackson
Secretary

June 30, 2017
Date

Resolution effective: June 15, 2017.

THE UNIVERSITY OF CHICAGO

DEPARTMENT OF CHEMISTRY

PHYSICAL CHEMISTRY

PROFESSOR [Name]

STUDENT [Name]

DATE [Date]

TOPIC [Topic]

QUESTION [Question]

ANSWER [Answer]

AMERICANA CENTRE CONDOMINIUM, INC.

Policy Resolution No. 2016-08-01

(Rules and Regulations Regarding Parking of Vehicles)

WHEREAS, Article V, Section 3 of the By-laws of Americana Centre Condominium, Inc. (hereinafter referred to as "By-laws" and "Council" or "Corporation," respectively) states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members; and

WHEREAS, Article X, Section 3(b) and Article XIV, Section 1 of the Bylaws empower the Board of Directors to regulate the parking spaces, including the assignment of parking spaces upon the general common elements, and may enact supplemental rules and regulations regarding parking and traffic control; and

WHEREAS, Article 3, Section 3.2(k) of the By-laws provides that the Board of Directors shall have the power to enforce the provisions of the Declaration, Bylaws and Rules; and

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals incorporated herein by reference, the Board adopts the following policy regarding the parking of vehicles on the common elements.

I. GENERAL PROVISIONS

A. Property Damage.

The parking of vehicles on the Council's general common elements ("Property") is at the sole risk and expense of the vehicle operator/owner. The Council assumes no responsibility for any vehicular-related personal or property damage occurring on the Property.

B. Approved Motor Vehicles.

Approved Motor Vehicles are conventional passenger vehicles, motorcycle, personal van or pick-up truck of three-quarter (3/4) tons or less gross capacity that has a valid and current license plate and registration. Only Approved Motor Vehicles may be parked on the Property. Recreational Vehicles and Inoperative Vehicles, as defined in Article III of this policy, shall not be parked on the Property unless engaged in business with the Council.

C. Registration.

All residents who have the right to use a reserved space shall register their Approved Motor Vehicle(s) with the Council by submitting a Vehicle Registration Form ("Form"). The

current Form is attached as Exhibit A. The Board reserves the right to revise the Form without amending this Resolution and residents are required to use the most current Form in effect when registering vehicles. Each resident is required to provide the Council with the name of the owner of the Approved Motor Vehicle, a copy of the registration, proof of valid insurance, a copy of a valid driver's license, if the resident has one, the address, phone number, and the serial number of the transponder, sticker or decal provided to the owner of the reserved space.

D. Guest Parking.

Approved Motor Vehicles of bona fide guests shall be allowed to park their Approved Motor Vehicles only in the reserved space(s) assigned to the unit to which such guest is visiting. All guest vehicle information must be provided to the front desk, including the make, model and license plate of the vehicle and the anticipated length of time the vehicle shall be parked. This information should be provided by the resident to the front desk within 15 minutes after the parking of the guest's vehicle in the Assigned Space or guest space.

II. ASSIGNMENT OF PARKING SPACES

- A. Each unit shall be entitled to one assigned parking space ("Assigned Space").
- B. Assigned Spaces are for the exclusive use of the unit to which the parking space is assigned.
- C. Use of an Assigned Space is subject at all times to the Master Deed, Bylaws and any rules and regulations adopted by the Board.
- D. The Board may revoke Assigned Spaces if the unit owner/resident does not park in the Assigned Space for 3 months. Before revoking the Assigned Space, a letter shall be sent to the unit owner advising him/her that the Assigned Space will be revoked within a certain time frame unless the unit owner provides an explanation regarding the non-use of the Assigned Space and why he/she would like to keep the Assigned Space.
- E. The Board shall assign additional spaces to residents at a fee schedule to be determined by the Board. The current fee schedule is attached hereto as Exhibit C, although it is subject to updating at the Board's discretion.

III. RULES AND REGULATIONS

- A. **Parking.**
 - 1. Residents are only permitted to park their vehicle in the Assigned Space for their unit or any unassigned parking space as designated by Management.
 - 2. All residents and their guests are prohibited from using the parking areas for any purpose other than vehicular parking. Storage of any other items such as carts, bicycles or other equipment is prohibited.

3. All vehicles must be parked in a manner such that they fit entirely within the confines of a single parking space. No vehicle shall be parked in a manner that unreasonably impedes ready vehicular access to any adjoining parking space. Where there is no marked line (i.e., on the entrance side of the space), the end of the space shall be the straight line connecting the ends of the spaces. The Board reserves the power to allow vehicles to be parked in a manner that extends beyond the confines of the parking space in those instances where the configuration of the parking space is so unusual as to prevent a passenger vehicle from fitting within the confines of the parking space. Residents must specifically obtain the prior written approval of the Board of Directors before parking beyond the confines of the space. Failure to obtain this prior approval may result in the towing of the vehicle.

4. By order of the Fire Marshall, motorcycles and any other motor driven cycles must be parked in a designated parking space. Motorcycles are subject to the same rules set forth in this policy.

5. No vehicle shall be parked in such a manner and in any area that obstructs the safe, free-flow of moving vehicular traffic or obstructs the movement of other vehicles or pedestrians.

6. No vehicles shall be parked in violation of any posted sign.

7. No vehicles shall be parked on any area designated for pedestrian or emergency use.

8. The dumping, disposal or leak of oil, grease, or any other chemical residual substance, or any substance or particles from holding tanks of any vehicles is strictly prohibited.

9. Parking is not permitted on any unpaved or unmarked area of the Property.

B. Access.

Unit owners shall receive one (1) garage sticker and one transponder per parking space assigned to their unit. A \$75 replacement fee shall be assessed for any lost or stolen access device and such fees may be increased from time to time by the Board without further notice. Unit owners are required to provide the sticker and transponder to their tenants using the space and the tenants must register their vehicles.

C. Vehicle Condition.

1. No junk or derelict vehicles shall be parked in any parking space or on the Property at any time. Any vehicle that cannot be operated in its existing condition because the parts necessary for operation, such as, but not limited to, tires, wheels, windshield, engine, drive train, driver's seat steering wheel or column, gas or brake pedals, are removed, damaged, or destroyed or has a significantly deteriorated body condition, shall be deemed to be a junk or

derelict vehicle, regardless of the display of a valid state license, registration and/or inspection sticker.

2. Vehicles that present a hazard or nuisance by operating noise or exhaust emission are prohibited. If any vehicles damage any portion of the Property, the unit owner shall be assessed the expense to repair the Property.

3. No vehicle repairs are permitted in any parking space or elsewhere on the Property other than minor repairs/maintenance such as replacement of windshield wiper blades, refilling wiper fluid and minor paint touch ups. Major repairs, such as oil changes, extensive painting, repair or overhaul are prohibited. In the event that any vehicle on its own or as a result of repairs performed on a vehicle on the Property resulting in leakage or other damage to any portion of the Property, the Board of Directors shall assess the unit owner the cost of restoring the damaged area.

4. All vehicles that are parked on the Property must be currently and properly licensed and tagged or they will be considered Inoperable Vehicles and shall be subject to towing.

D. Trespassing Vehicles.

Any vehicle not displaying the proper garage sticker and the owner of which cannot be identified from Council records shall be deemed a trespassing vehicle and shall be subject to the Enforcement Procedures in Section IV below.

E. Additions and Alterations.

No signs, initials, numbers, storage containers, or any other additions or alterations to either parking spaces or the common elements shall be painted, displayed, or erected on the Property other than those approved by the Council.

F. Vehicle Operation.

1. The unnecessary sounding of vehicle horns and playing a car radio or other sound devices at excessive volumes is strictly prohibited.

2. Vehicles shall be operated in a safe and prudent manner so as not to endanger the life, limb, or property of another person.

3. Operators of vehicles shall keep to the right in traveled portions of the parking areas.

4. Vehicle operators shall yield the right-of-way to pedestrians.

5. Posted speed limits shall be obeyed.

G. Prohibited Vehicles

1. Recreational Vehicles. Recreational Vehicles, which are vehicles used primarily for recreational use, as opposed to conventional passenger use, are prohibited on the Property at all times and shall be subject to towing. Recreational Vehicles include, but are not limited to, motor homes, self-contained campers, mobile homes, boats, all-terrain vehicles, dune buggies, trailers, boat trailers, pop-up camper/tent trailers, horse trailers, any trailers or semitrailers used for transporting wave runners, jet skis, motorcycles, or all-terrain vehicles, whether or not such trailer or semitrailer is attached to another vehicle.

2. Inoperative Vehicles. Inoperative Vehicles are vehicles with a malfunction of an essential part required for the legal operation of the vehicle or any vehicle that is partially or totally disassembled as a result of the removal of tires, wheels, engine, or other essential parts required for legal operation of a vehicle. Inoperative Vehicles are prohibited on the Property at all times and shall be subject to towing.

3. Other Equipment and Machinery. Any agricultural, industrial, construction or similar machinery or equipment is prohibited from parking at all times on the Property.

IV. ENFORCEMENT PROCEDURES

A. Indemnity.

If any vehicle owned or operated by a unit owner, or his/her family member, tenants, guests, invitees or licensees shall be parked, operated, or abandoned in such a manner as to violate the Bylaws or the Council's Rules and Regulations, the Council shall be held harmless by such unit owner for any and all damages or losses that may ensue due to towing or otherwise, and any and all rights in collection therewith that the owner or driver may have under the provisions of applicable law are hereby expressly waived. Each unit owner shall defend, indemnify and hold the Council and its agents, officers, directors and employees harmless from and against any claims, causes of actions, suits, liability which may be asserted against, threatened or imposed on the such persons from tenants, guests, invitees or family members, etc., related to such parking, operation, or abandonment, enforcement and any consequences thereof.

B. Scope of Enforcement.

1. Any vehicle that is parked in violation of any provisions contained in this Policy shall be deemed to be parked without the permission of the Council and subject to enforcement as provided in Section III.C herein and in accordance with applicable law that provides for the removal by towing of any vehicle that is parked without permission.

2. Assigned Spaces. Unit owners or tenants entitled to the use of an Assigned Space are responsible for contacting the Council management office or front desk if he/she wishes to have a vehicle removed from his or her Assigned Space. The Council's site

manager/staff will generally try and assist the unit owner/tenant in identifying unauthorized users of Assigned Spaces whenever possible to see if the misuse can be quickly resolved. Before the Council contacts the Council's designated towing firm to have a vehicle towed from a reserved space, the unit owner/tenant must sign an Indemnification Form (exhibit B) indicating that the Council is authorized by the unit owner/tenant to contact the Council's towing service to tow the vehicle from the Assigned Space.

3. General Common Element Areas. Any vehicle parked in any general common element area without Management's permission is subject to being towed and stored off the Property at the vehicle owner's expense and risk.

4. The Board reserves the right to exercise all powers and remedies provided by the Master Deed, Bylaws and rules and regulations and applicable local, county, or state laws to enforce this Policy.

C. Enforcement Procedures.

1. Any vehicle found in violation of this Policy shall be towed at the vehicle owner's risk and expense. If a notice of infraction is placed on the vehicle, it will be towed within the time frame indicated on the notice. Otherwise, the vehicle may be towed immediately.

2. Any vehicle that is parked in such a way that emergency vehicle ingress or egress appears to be impeded is subject to immediate towing without notice.

3. Violations of this Policy in excess of two (2) times within a 12 month period may result in the revocation of the Assigned Space. This action will be in addition to any towing.

4. Nothing in this Policy should be construed as preventing or discouraging the Council, the management agent, or any resident of the Council from reporting any violation to the Police Department or other appropriate County Department where such violation may also constitute a violation of the laws or ordinances of Montgomery County or the State of Maryland.

5. The Council reserves the right to exercise all powers and remedies provided by the Council's governing documents and the laws of Maryland and Montgomery County for any violation of this policy.

D. Towing Information.

1. At appropriate and prominent locations throughout the Property, the Council shall post signs that comply with state and local requirements and which shall include a telephone number or appropriate information as to where the vehicle may be retrieved.

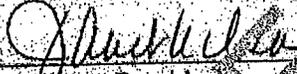
2. In the event that a vehicle is towed for any violation of this policy, the vehicle owner shall be solely responsible for all costs associated with the towing and storage of their vehicle.

3. The Council disclaims responsibility for any damage to any vehicle parked or operated in the parking garage and any and all damage to the vehicle or property therein resulting from the towing and storage of the vehicle by a tow operator.

This resolution supersedes any previously adopted resolutions regulating the same subject matter and is adopted pursuant to § 11-111 of the Maryland Condominium Act.

The effective date of this Resolution shall be November 1, 2016.

AMERICANA CENTRE CONDOMINIUM, INC.



Janet Wilson, President

APPROVED

AMERICANA CENTRE VEHICLE REGISTRATION

Parking Tag # _____
Color: _____
Make: _____
Model: _____
License Plate: _____
Registration Exp Date: ____/____/____

Parking Tag # _____
Color: _____
Make: _____
Model: _____
License Plate: _____
Registration Exp Date: ____/____/____

PARKING REGISTRATION – REGULATION SUMMARY & REQUEST FORM

NAME: _____ UNIT: _____

____ REGISTERING 1ST VEHICLE _____ REGISTERING 2ND VEHICLE

____ UPDATE VEHICLE INFORMATION _____ REPLACE PARKING TAG # _____

Please allow this notice to clarify the recently passed Parking Resolution. This program is an attempt to provide the most workable solution for all concerned. If further improvement can be found for the plan to make it even more workable, the Board will act upon those at that time. Thank you for your attention to this new policy.

1. Each unit parking in a reserved space must register their vehicle(s) and obtain a parking tag annually in the months of November and December each year. Each resident is required to provide the Council with the name of the owner of the Approved Motor Vehicle, a copy of the registration, proof of valid insurance, a copy of a valid driver's license, if the resident has one, the address, phone number, and the serial number of the key fob/card, sticker or decal provided to the owner of the reserved space.
2. Registration information can be submitted to the Management Office electronically. Arrangements can be coordinated with the Management Office for after-hours pickup.
3. Parking tags expire December 31 of each year. There is a replacement \$75.00 fee for a lost or stolen parking tag and a \$25/50 replacement fee for a key fob/card.
4. All vehicles receiving a tag must be registered under unit owner name or an Americana Centre resident listed in the lease. Unit owners are required to provide the parking tag and key fob/card to their tenants using the space and the tenants must register their vehicles.

AMERICANA CENTRE VEHICLE REGISTRATION

5. Parking tags must be visible, so please consider tint darkness when determining the optimal location. The tag may be hung from the rear view mirror, placed in the bottom left hand (driver's side) corner of your rear window, placed on the front window (bottom left driver's side). Motorcycles must place permit on right front prong of wheel axel.
6. Illegal parking in fire lanes and designated handicapped parking is enforced 24/7.
7. Vehicles must display current vehicle license plates and inspection stickers unless special restrictions apply. These restrictions must be documented by the Management Office.
8. All Owners and all Owners who have tenants, their vehicles MUST be registered with the Management office and decaled immediately. NO warnings will be issued.
9. Rules for visitor will be as follows:
Approved Motor Vehicles of bona fide guests shall be allowed to park their Approved Motor Vehicles only in the guest parking at the reserved space(s) assigned to the unit to which such guest is visiting. All guest vehicle information must be provided to the front desk, including the make, model and license plate of the vehicle and the anticipated length of time the vehicle shall be parked. This information should be provided by the resident to the front desk within 15 minutes after the parking of the guest's vehicle in the Assigned Space or guest space. Vehicles will need to be re-registered if the guest stays longer than the time indicated or if the vehicle is moved to a different space. Guests staying longer than 72 hours must register with the Management Office.
10. Rules for rental or loaner car parking passes will be as follows:
 - The rental or loaner agreement must be presented and the dates of the pass will be only for the dates of the rental agreement.
 - The decal on the vehicle that is not being used during these dates will be voided for that period and will be towed if it is on the lots.
11. Refer to the Parking Resolution for the entire resolution.

By signing this, I agree to the terms and conditions set forth by Americana Centre Condominium, Inc.

Signature: _____

Date: _____

EXHIBIT B
TOWING AUTHORIZATION AND INDEMNIFICATION
Americana Centre Condominium, Inc.

I/We _____ (unit owner/tenant) do hereby attest as follows:

1) I/we have been assigned Reserved Space # _____ (Space) on Americana Centre Condominium, Inc. ("ACCI") property and have the exclusive use of such Space;

2) That there is currently parked in such Space a vehicle described as follows:

(tag/make/color).

3) That described vehicle is not owned or operated by anyone living in my unit, a guest and/or is otherwise not known or authorized by I/us to park in the Space; and

4) I/We are asking that ACCI contact the authorized tow operator and allow the tow operator to remove the described vehicle;

5) I/We agree that we will sign any additional releases/authorizations that may be required by the tow operator and that ACCI is merely allowing the tow operator access to ACCI property based upon my/our representations;

6) I/We agree that we will reimburse, indemnify, defend and hold Americana Centre Condominium, Inc., its Board, officers, directors, agents, employees, residents and unit owners free and harmless from any and all liabilities, claims, actions, threats, damages, suits, injuries, (including legal fees and costs incurred in such defense or otherwise) known or not known, from any person, associated in any way with the towing of the vehicle described in paragraph 2 herein.

7) I/We understand that we have the right to have this agreement reviewed and I/we are executing this with full understanding that this is a legal instrument.

Owner/Lessee Printed Name: _____

Date

Owner/Lessee Printed Name: _____

Date

Authorizing ACCI Employee: (print name): _____ Date: _____

Hereby affirm that the referenced Owner/Lessee produced driver's license or other appropriate form of identification and that I affirmed that such person is listed on the site records as current owner/lessee.

Form of ID: _____ (Photocopy should be made of ID)

AMERICANA CENTRE CONDOMINIUM, INC.
POLICY RESOLUTION NO. 2016-08-01

(Policy Regarding Parking of Vehicles)

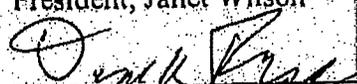
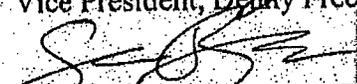
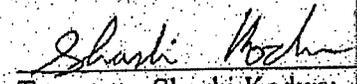
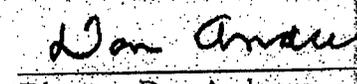
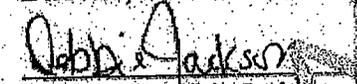
Duly adopted at a meeting of the Board of Directors held July 28, 2016.

Motion by: John Becker

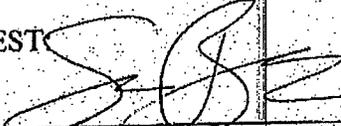
Seconded by: Denny Freezer

VOTE:

YES NO ABSTAIN ABSENT

 President, Janet Wilson	✓			
 Vice President, Denny Freezer	✓			
 Secretary, Samuel Brewster	✓			
 Treasurer, Shashi Koduru	✓			
 Director, Don Andrews	✓			
 Director, John Becker				
 Director, Debbie Jackson	✓			

ATTEST


Secretary, Samuel Brewster

11/1/16
Date

Resolution effective: November 1, 2016.

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 311

LECTURE 1

1.1. Kinematics

1.2. Dynamics

1.3. Energy

1.4. Momentum

1.5. Angular momentum

1.6. Oscillations

1.7. Waves

1.8. Relativity

1.9. Quantum mechanics

PHYSICS 311

AMERICANA CENTRE CONDOMINIUM, INC.
POLICY RESOLUTION NO. 2016-08-02

(Policy and Procedures Concerning the Use of Storage Bins)

WHEREAS, Article V, Section 3 of the By-laws of Americana Centre Condominium, Inc. (hereinafter referred to as "By-laws" and "Council" or "Corporation," respectively) states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members; and

WHEREAS, Article V, Section 3(a) provides that the Board has the duty to provide for the "care, upkeep and surveillance of the condominium project and its general and limited common elements and services in a manner consistent with the law and the provisions of these By-Laws and the Master Deed;" and

WHEREAS, Article V, Section 3(a) provides that the Board has the duty to provide for the promulgation and enforcement of such rules and regulations and such restriction on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the project and the use of the general and limited common elements as are designated to prevent unreasonable interference with the use and occupancy of the condominium project and of the general and limited common elements by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Master Deed; and

WHEREAS Section 11-109(d)(15) of the Maryland Condominium Act authorizes the Council to "impose and receive any payments, fees, or charges for the use, rental or operation of the common elements other than limited common elements;" and

WHEREAS the Board has determined that it is in the best interests of the Council to adopt rules and regulations regarding the use and distribution of storage bins to the members;

NOW THEREFORE, BE IT RESOLVED THAT the Board duly adopts the following rules and regulations regarding the assignment and use of storage bins.

I. ELIGIBILITY.

- A Every unit owner (or their tenant) in good standing (e.g. eligible to vote) is entitled to use one storage bin located in each of the high rise buildings and will register annually with the Management Office. Unit owners who wish to use more than one storage bin will be charged a fee.
- B Unit owners must complete the Storage Bin Form and pay the applicable rental fee (as determined by the Board) before a storage bin shall be assigned.
- C Unit owners using storage bins must complete the rental agreement and pay the rental fee within 30 days of the date this resolution is adopted. Failure to do so shall result in the cutting of the lock(s) on the storage bin(s) and the removal and disposal of items in the bin.
- D Unit Owners currently using more than one storage bin at the time that this resolution is adopted by the Board must select one bin they prefer and must surrender all other storage bins to the Council (unless the user wants to rent the additional bins) within 30 days of the effective date of this resolution. If Unit Owners fail to remove items from additional storage

bins within 30 days of the date this resolution is adopted shall result in the cutting of the lock(s) on the storage bin(s) and the removal and disposal of items in the bin.

II. FIRE SAFETY RULES. To prevent fires, the following restrictions apply to the use of any storage bin.

- A Nothing may be stored at a height more than 18" from the nearest fire sprinkler head.
- B Storage of flammable materials, including without limitation, paint, oil and gas is strictly prohibited.
- C Storage of loose paper or other materials that can easily catch fire is strictly prohibited.

III. RIGHT OF ACCESS.

- A Certain storage bins may be located near Council equipment that the maintenance staff may need to access (e.g. pipes, exhaust fans, or other mechanical equipment). The residents renting those storage bins will be required to leave a copy of the key or the combination to their padlock with management so access can be achieved quickly in the event of an emergency.
- B To the extent that access is needed for something that is not an emergency, management will contact the Unit Owner or the tenant if the Unit Owner has rented the storage bin for use by the tenant to coordinate access. If the Unit Owner or tenant is not responsive or is unwilling to coordinate access, the Council has the right to cut off the lock to access the storage bin as necessary.

IV. LIMITS OF LIABILITY. The Condominium shall bear no liability for the loss or damage of anyone's property inside any storage bin, whether by accident, fire, or theft.

V. MISUSE. Upon discovery that any bin is being misused, rent is not paid when due or that procedures herein are not being followed, the rental agreement may be terminated and the items removed from the storage bin and disposed of.

VI. ABANDONMENT. If a Unit Owner fails to remove items or locks from his/her assigned storage bin upon selling the unit located in the Council, management is authorized to remove the locks, stored items, and dispose of them.

The effective date of this Resolution shall be **November 1, 2016.**

This resolution was adopted pursuant to §11-111 of the Maryland Condominium Act.

AMERICANA CENTRE CONDOMINIUM, INC.

RESOLUTION ACTION RECORD

Resolution Type Policy No. 2016-08-02

Pertaining to: Policy and Procedures Concerning the Storage Bins

Duly adopted at a meeting of the Board of Directors of Americana Centre Condominium, Inc. held July 28, 2016.

Motion by: Sam Brewster Seconded by: John Becker

OFFICER	TITLE	YES	NO	ABSTAIN	ABSENT
Janet Wilson	President	✓			
Denny Freezer	Vice-President	✓			
Shashi Koduru	Treasurer	✓			
Samuel Brewster	Secretary	✓			
Don Andrews	Director	✓			
Debbie Jackson	Director				
John Becker	Director				

ATTEST:


 Samuel Brewster, Secretary

11/1/16
 Date

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 311

LECTURE 10: ELECTROSTATICS

1. Electric field of a point charge

2. Gauss's law

3. Electric potential

4. Energy of a charge distribution

5. Capacitance

6. Dielectrics

7. Electrostatics of conductors

8. Electrostatics of dielectrics

9. Electrostatics of systems of conductors

10. Electrostatics of systems of dielectrics

11. Electrostatics of systems of conductors and dielectrics

12. Electrostatics of systems of conductors and dielectrics

13. Electrostatics of systems of conductors and dielectrics

14. Electrostatics of systems of conductors and dielectrics

15. Electrostatics of systems of conductors and dielectrics

16. Electrostatics of systems of conductors and dielectrics

17. Electrostatics of systems of conductors and dielectrics

18. Electrostatics of systems of conductors and dielectrics

19. Electrostatics of systems of conductors and dielectrics

20. Electrostatics of systems of conductors and dielectrics

AMERICANA CENTRE CONDOMINIUM, INC.

POLICY RESOLUTION NO. 2017-01-01

(Policy and Procedures Related to Electronic Notice to Owners)

WHEREAS, Article V, Section 3 of the By-laws of Americana Centre Condominium, Inc. (hereinafter referred to as "By-laws" and "Council" or "Corporation," respectively) states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members; and

WHEREAS, Section § 11-139.1 of the Maryland Condominium Act provides the Council with the authority to provide notice of meetings and to deliver information to owners by electronic transmission if so authorized by the Board of Directors; and

WHEREAS, the Board of Directors believes it is in the best interest of the Council to establish a procedure whereby owners may receive meeting notices and/or information by electronic transmission;

NOW, THEREFORE, the Board of Directors adopts the following policy and procedures related to electronic transmission of meeting notices and related information to owners.

A. The Board of Directors hereby authorizes the Council to send meeting notices and information to unit owners by electronic transmission.

B. In order to receive notices of meetings and/or related information (e.g., proxies, call for nominations, budget, etc.) from the Council by electronic transmission, owners must provide written authorization to the Council's managing agent. Owners are requested to complete and submit the form attached hereto as Exhibit A. In the alternative, owners may authorize this transmission by email, which shall be kept in the owner's unit file.

C. Owners who request that meeting notices and/or information be transmitted to them via electronic transmission are responsible for updating their information (i.e.: email address) as necessary.

D. Each owner who is an individual may provide one email address to receive meeting notices and/or information. Each owner which is an entity may provide up to two email addresses to receive meeting notices and/or information. If multiple email addresses are provided, delivery of the notice to any one of the provided addresses is valid delivery.

E. If a unit is owned by multiple owners, all owners of a unit must authorize electronic delivery or the owner authorizing electronic delivery must affirm that he/she has the authority to authorize electronic delivery on behalf of all of the owners of record. Should any owner of record protest electronic delivery, notice will be delivered in the usual course (e.g. mail or hand-delivery).

F. If the Council is unable to deliver two consecutive communications to an owner by electronic transmission and is aware that the communications have not been delivered, all future meeting notices and information shall be sent by non-electronic means unless and until the owner submits new information in writing to the managing agent.

G. The inadvertent failure of the Council to deliver notice by electronic transmission does not invalidate any meeting or other action.

H. After dissemination of information or notices by electronic transmission, an officer or agent of the Council shall certify in writing that the notice or information was delivered as authorized by the owner.

I. Notwithstanding any owner's authority for electronic delivery, the Council retains the right to delivery information or notices in the usual course (e.g., mail or hand delivery) at any time and for any reason, including technical difficulties with the transmission or the materials are not readily susceptible to delivery in electronic format.

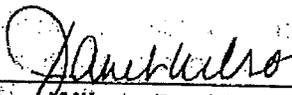
J. Owners have the right to revoke the electronic transmission of meeting notices and/or information at any time. Such revocation must be in writing and delivered to the Council's managing agent and expressly and unequivocally revoke the permission by referencing the prior approval and asking that future notices be sent by non-electronic means.

K. Once the Council establishes a secure electronic repository, which may include a website, for posting and secure owner access of information, the Council may deliver information electronically by sending email notice that information has been posted to and is available for viewing and download in the secure electronic repository.

L. This policy was adopted pursuant to § 11-111 of the Maryland Condominium Act.

The effective date of this Resolution shall be Feb 1, 2017.

**Council of Unit Owners of Americana Centre
Condominium**



Jane Wilson, President

EXHIBIT A

REQUEST TO RECEIVE NOTICES/INFORMATION BY ELECTRONIC TRANSMISSION

Please drop off or mail to the management office at 118 Monroe Street, Unit 106, Rockville, MD 20850 or you can email a PDF to office@americancentrecondo.com or fax to 301-294-0291. Owners must confirm receipt with management.

I/We _____ authorize electronic transmission of notices and information in accordance with Policy 2017-01-01.

Owner(s) _____

Americana Centre Unit Address: _____

Mailing address (if different than unit address): _____

Select type of communication to be delivered by electronic transmission and how it is to be delivered:

- All meeting notices, Council related information, are to be delivered by electronic transmission (to the following email address(es)); (only one email address will be used for units owned by individuals. Two email addresses may be provided for owners that are entities)

Email: _____

IF AN ENTITY OWNER Email2: _____

I hereby certify that I have read and will abide by Policy Resolution 2017-01-01 regarding the electronic transmission of meeting notices and/or information. If only one owner of record signs below, he/she affirms that he/she has the authority to request electronic delivery on behalf of all owners of record.

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

(For office use only)

Received by: _____

Date: _____

Date revoked: _____ (attach written communication regarding revocation)

AMERICANA CENTRE CONDOMINIUM, INC.
POLICY RESOLUTION NO. 2017-01-01

(Policy Regarding Electronic Transmission of Notices and Information)

Duly adopted at a meeting of the Board of Directors held January 26, 2017.

Motion by: John Becker Seconded by: Tyler Bennett

VOTE: YES NO ABSTAIN ABSENT

[Signature] X _____ _____ _____

President Janet Wilson

[Signature] X _____ _____ _____

Vice President Sam Brewster

[Signature] X _____ _____ _____

Secretary Debbie Jackson

[Signature] X _____ _____ _____

Treasurer Shashi Koduru

[Signature] X _____ _____ _____

Director John Becker

[Signature] _____ _____ _____ _____

Director Tyler Bennett

[Signature] X _____ _____ _____

Director Connie Maffiawloski

APPROVED

ATTEST:

[Signature]
Secretary

January 26, 2017
Date

Resolution effective: February 1, 2017.

AMERICANA CENTRE CONDOMINIUM, INC.

POLICY RESOLUTION NO. 2017-06-02

Resolution Related to Unit Owner Maintenance Obligations

WHEREAS, Article V, Section 3 of the By-laws of Americana Centre Condominium, Inc. (hereinafter referred to as "By-laws" and "Council" or "Corporation," respectively) states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members;" and

WHEREAS, Article V, Section 3(d) of the Bylaws empowers the Board to promulgate and enforce rules and regulations "respecting the use, occupancy and maintenance of the project and the use of the general and limited common elements as are designated to prevent unreasonable interference with the use and occupancy of the condominium project and of the general and limited common elements by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Master Deed;" and

WHEREAS, Article I, Section 1(a) of the Council's Master Deed states:

"Unit" or "condominium unit" means an enclosed space consisting of one or more rooms occupying all or part of one or more floors in buildings of one or more floors or stories provided, always, that any such unit has a direct exit to a thoroughfare or to a common element leading to a thoroughfare. The lower vertical boundary of any such condominium unit in the project is a horizontal plane [or planes], the elevation of which coincides with the elevation of the upper surface of the unfinished concrete subfloor thereof extended to intersect the lateral or parametrical boundaries thereof. The upper vertical boundary of any such condominium unit is a horizontal plane [or planes], the elevation of which coincides with the lower surface of the unfinished concrete ceiling thereof, extended to intersect the lateral or parametrical boundaries thereof. The lateral or parametrical boundaries of any such condominium unit are the vertical planes which coincide with the unexposed surfaces of the perimeter dry-wall, fireplaces, plenums, windows and doors thereof extended to intersect with other lateral or parametrical boundaries of the condominium unit. Mechanical equipment and appurtenances located within any unit and designated to serve only that unit, such as furnaces, appliances, range hoods, outlets, electrical receptacles and outlet, fixtures, and the like, shall be considered a part of the condominium unit; and

WHEREAS, Article III, Section 1(d) of the Master Deed states:

Except as otherwise set forth on the Record Plat, the general common elements shall mean and include at least the following:

(d) the compartments or installations of central services such as power, light, gas, hot and cold water, central heating, compressors for air-conditioning [including those designed to serve only one condominium unit, provided such compressor is not located within such unit], pumps, and the like, including, but in no way limited to, all pipes, ducts, flues, chutes, conduits, cables, wires or other utility lines to the extent any of the same are not within any condominium unit; and

WHEREAS, Article VIII, Section 3 of the By-laws states:

Except for maintenance requirements herein imposed by the Corporation, if any, the owner of any condominium unit shall, at his own expense, maintain the interior of his condominium unit and any and all equipment, appliances or fixtures therein situate, and its other appurtenances, in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his condition unit and such appurtenances. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair or replace any plumbing and electrical fixtures, water heaters, filters, fireplaces, plenums, heating and air-conditioning equipment, lighting fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and/or other equipment that may be located within such condominium unit. The owner of any condominium unit shall also, at his own expense, keep any other limited Common Elements which may be appurtenant to such condominium unit and reserved for his exclusive use in a clean, orderly and sanitary condition.

WHEREAS, Article XI, Section 1 of the By-laws states:

Except for the original construction of the condominium units situate within the project by the Grantor and any improvements to any condominium unit or to the Common Elements accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, landscaping, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, porches, driveways, walls or to make any change or otherwise alter [including any alteration and color] in any manner whatsoever to the exterior of any condominium unit or upon any of the Common Elements within the project until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change [including, without limitation, any other information specified by the

Board of Directors or its designated committee] shall have been submitted to and approved in writing as to the harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Corporation, or by an architectural control committee designated by it.

WHEREAS, Article VIII, Section 4 of the By-laws states:

Section 4. Windows and Doors. Unless the Board of Directors shall resolve that the exterior surfaces of all windows and/or glass entry doors of the condominium project shall be cleaned and maintained at common expense in accordance with a schedule determined by the Board of Directors, the owner of any condominium unit shall, at his own expense, clean and maintain the interior and exterior surfaces of all windows of the condominium unit and shall, at his own expense, clean and maintain both the interior and exterior glass surfaces of all glass entry doors of the condominium unit, including the interior and exterior surfaces of any door leading to any balcony, deck, terrace or patio appurtenant to such condominium unit and designated on the Record Plat as a limited common element reserved for the exclusive use by the owner of a particular condominium unit. The exterior surfaces of all other entry doors shall be cleaned and maintained at common expense in accordance with a schedule determined by the Board of Directors and the interior surfaces thereof shall be maintained by and at the expense of the individual condominium unit owners; and

WHEREAS, Section 11-109(d)(16) of the Maryland Condominium Act authorizes the Board to impose fines for violations of the Corporation's Master Deed, By-Laws and rules and regulations;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors duly adopts the following maintenance policies:

I. DOOR HARDWARE MAINTENANCE AND REPAIR

- A. Unit Owners are required to maintain and replace all door hardware – interior and exterior – to unit doors as necessary to maintain a pleasing and well maintained appearance.
- B. Before replacing door hardware, unit owners must obtain the prior written approval from the Board of Directors of a committee established by the Board. Applications for the hardware should include the following:
 1. A description of the current door hardware (e.g. finish) and a good, color photo of the same.
 2. A description and photos or samples of the proposed new door hardware to be installed.
 3. Color photos of doors of adjoining units such that the door hardware is visible.
 4. The Board and/or the committee has the right to request additional documents and information in considering the application.

II. REPLACEMENT AND REPAIR OF WINDOWS AND DOORS

- A. Unit Owners are required to maintain and repair the windows and doors in the units. Before replacing windows or doors, unit owners must obtain the prior written approval from the Board of Directors of a committee established by the Board. Applications for the replacement windows and/or doors should include the following:
1. A description of the current door or window (e.g. style and color) and good, color photos of the same.
 2. A description and photos or samples of the proposed new door and/or windows to be installed.
 3. Color photos of doors and/or windows of adjoining units
- B. The Council shall have the right to take on the exterior cleaning of the windows and sliding glass doors by resolution.
- C. The Council shall have the obligation to clean and maintain all non-glass unit doors which are exposed to the exterior of the unit.

III. UNIT MAINTENANCE

Unit owners are responsible for the maintenance of all items located within the Unit as defined by the Council's governing documents. In addition, to the extent that unit owners have items that are outside the unit but which are the unit owners' responsibility to maintain, those items must be maintained in compliance with the Board's maintenance standards.

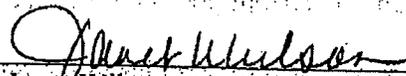
IV. ENFORCEMENT

The Board of Directors shall have the right to enforce this resolution by all means available to it, including, without limitation, the imposition of fines after notice and an opportunity to be heard.

This resolution supersedes and replaces all prior resolutions related to the investments. The effective date of this Resolution shall be June 15, 2017

This resolution was adopted pursuant to §11-111 of the Maryland Condominium Act.

AMERICANA CENTRE CONDOMINIUM, INC.


Janet Wilson, President

AMERICANA CENTRE CONDOMINIUM, INC.
 POLICY RESOLUTION NO. 2017-06-02

Resolution Type: Policy No. 2017-06-02

Pertaining to: Unit Owner Maintenance Obligations

Duly adopted at a meeting of the Board of the Americana Centre Condominium, Inc. held,
June 1, 2017

Motion by: John Becker

Seconded by: Janet Wilson

VOTE: YES NO ABSTAIN ABSENT

<u>Janet Wilson</u> Janet Wilson, President	✓			
<u>Sarah Brewster</u> Sarah Brewster, Vice President	✓			
<u>Debbie Jackson</u> Debbie Jackson, Secretary	✓			
<u>Shashi Koduru</u> Shashi Koduru, Treasurer	✓			
<u>John Becker</u> John Becker, Director	✓			
<u>Tyler Bennett</u> Tyler Bennett, Director	✓			
<u>absent</u> Connie Mar-Pawloski, Director				X

ATTEST:

Debbie Jackson
Secretary

June 30, 2017
Date

Resolution effective: June 15, 2017.

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

MEMORANDUM FOR THE DIRECTOR, FBI

FROM: SAC, [illegible]

SUBJECT: [illegible]

AMERICANA CENTRE CONDOMINIUM, INC.

POLICY RESOLUTION NO. 2017-06-03

Resolution Relating to Investment Policy and Guidelines

WHEREAS, Article V, Section 3 of the By-laws of Americana Centre Condominium, Inc. (hereinafter referred to as "By-laws" and "Council" or "Corporation," respectively) states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members; and

WHEREAS, Article IX of the By-laws states that all members shall pay an annual assessment in monthly installments to the Council to pay each members proportionate share of the Corporation's annual expenses to be used, in part, for funding reserves; and

WHEREAS, Article IX, Section 3 of the Bylaws states, in pertinent part that the reserve fund for replacements "shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America"; and

WHEREAS, it is the desire of the Board to establish guidelines for the investment of funds not required for short-term use in condominium operations.

NOW THEREFORE, BE IT RESOLVED THAT that the Board of Directors approve the following Investment Policy and Guidelines:

- A. **Investment Goals.** The Council shall endeavor to meet these goals when investing reserve funds.
- 1) *Safety of Principal:* Safety of the investment principal and interest shall be paramount.
 - 2) *Liquidity and Accessibility:* Sufficient funds shall be readily available for projected expenses including a reasonable allowance for unforeseen circumstances.
 - 3) *Minimal costs:* Investment costs (redemption fee, commissions, and other transaction costs) shall be minimized.
 - 4) *Management:* Funds shall be invested in a professional manner with institutions that have excellent reputations, sound credentials and provide full principal security through sufficient insurance or collateral.
 - 5) *Yield:* Funds shall be invested through a competitive process or directly with U.S. Treasury Direct that produces the highest level of yield that is consistent with preservation of the purchasing power of the principal and accumulated interest.

B. Investment Process

- 1) Annually, the Board shall include in its budget a regular contribution to the reserve account. In addition, the Board shall periodically (ideally, annually) cause to be determined, the availability of funds not needed for short term operational use (excess funds). The Treasurer, after consulting with the Financial Management Committee and receiving approval from the Board, is authorized to invest the excess funds in accordance with this policy. Investments shall be limited to the following:
 - a) FDIC Insured Bank Accounts, Money Market accounts, and Savings Accounts
 - b) Certificate of Deposits with institutions covered by FDIC insurance
 - c) Treasury Securities
 - d) Any other Bonds with the full faith and credit of the U.S. Treasury
- 2) A competitive process for pricing and interest rates for the desired maturity shall be secured unless the investment is secured through the U.S. Treasury Direct.
- 3) No investment, including interest earned on such investment, shall exceed the FDIC limit in a single FDIC institution.
- 4) Investments shall be laddered or staggered to provide liquidity when cash flow schedules indicate that funds will be needed.
- 5) Professional Management: Funds may be invested with professional managers and/or institutions that have excellent reputations and sound credentials following the above guidance.

C. Internal Controls and Reporting Requirements. The following internal controls including reporting shall be followed.

- 1) Two signatures (one board officer and one management agent or two board officers) are required to withdraw funds from investments. Annually, the Board shall determine the two signatories.
- 2) All signatories on investment accounts shall be covered by fidelity insurance to protect the Council from losses due to theft.
- 3) The Treasurer shall provide investment reports to the Board of Directors on a monthly basis including confirmation the Reserve Fund Manager understands and follows the above process.

This resolution supersedes and replaces all prior resolutions related to the investments. The effective date of this Resolution shall be June 15, 2017

This resolution was adopted pursuant to §11-111 of the Maryland Condominium Act.

AMERICANA CENTRE CONDOMINIUM, INC.

RESOLUTION ACTION RECORD

Resolution Type Policy No. 2017-06-03

Pertaining to: Policy and Procedures Concerning the Investment Policy and Procedures

Duly adopted at a meeting of the Board of the Americana Centre Condominium, Inc. held, June 1, 2017

Motion by: John Becker

Seconded by: Janet Wilson

VOTE: YES NO ABSTAIN ABSENT

Janet Wilson ✓ _____
Janet Wilson, President

Sam Brewster ✓ _____
Sam Brewster, Vice President

Debbie Jackson ✓ _____
Debbie Jackson, Secretary

Shashi Koduru ✓ _____
Shashi Koduru, Treasurer

John Becker ✓ _____
John Becker, Director

Tyler Bennett ✓ _____
Tyler Bennett, Director

absent _____ ✓
Connie Mar-Pawloski, Director

ATTEST:

Debbie Jackson
Secretary

June 30, 2017
Date

Resolution effective: June 15, 2017.

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 433
LECTURE 10
THERMODYNAMICS
ENTROPY
REVERSIBLE PROCESSES
HEAT CAPACITY
EQUATION OF STATE
MAXWELL RELATIONS
THERMAL EXPANSION
COMPRESSION
ADiabatic PROCESSES
SOUND WAVES
SPEED OF SOUND
ADiabatic INDEX
POLYATOMIC GASES
ROTATIONAL ENERGY
VIBRATIONAL ENERGY
ELECTROMAGNETIC RADIATION
BLACKBODY RADIATION
RAYLEIGH-JEANS LAW
WIEGNER DISCRETEIZATION
PLANCK'S LAW
STEFAN-BOLTZMANN LAW
WIEGNER'S LAW
SPECTRUM OF BLACKBODY RADIATION
SPECTRUM OF STARS
SPECTRUM OF GALAXIES
SPECTRUM OF QUASARS
SPECTRUM OF ACTIVE GALACTIC NUCLEI
SPECTRUM OF SUPERNOVAE
SPECTRUM OF PULSARS
SPECTRUM OF NEUTRON STARS
SPECTRUM OF BLACK HOLES
SPECTRUM OF DARK MATTER
SPECTRUM OF DARK ENERGY

ENTROPY
REVERSIBLE PROCESSES
HEAT CAPACITY
EQUATION OF STATE
MAXWELL RELATIONS
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SPECTRUM OF NEUTRON STARS
SPECTRUM OF BLACK HOLES
SPECTRUM OF DARK MATTER
SPECTRUM OF DARK ENERGY

AMERICANA CENTRE CONDOMINIUM, INC.

POLICY RESOLUTION NO. 2017-09-01

(Policy & Procedures Regarding Pets)

WHEREAS, Article V, Section 3 of the By-laws of Americana Centre Condominium, Inc. (hereinafter referred to as "By-laws" and "Council" or "Corporation," respectively) states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members;" and

WHEREAS Article V, Section 3(d) of the Bylaws empowers the Board to promulgate and enforce rules and regulations "respecting the use, occupancy and maintenance of the project and the use of the general and limited common elements as are designated to prevent unreasonable interference with the use and occupancy of the condominium project and of the general and limited common elements by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Master Deed;" and

WHEREAS Article X, Section 3(e) of the Bylaws state, "The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, poultry or venomous or poisonous animals of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon the common elements, except that this shall not prohibit the keeping of a small, orderly dog, cat and/or caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding." and

WHEREAS the Board has determined that it is in the best interests of the Council to adopt updated rules and regulations regarding pets;

NOW THEREFORE, BE IT RESOLVED THAT the Board duly adopts the following rules and regulations regarding pets.

I. General Guidelines

A. Permitted Pets.

Only small domesticated dogs, cats, and caged birds, shall be permitted within the Condominium and otherwise in accordance with these Pet Policies. Dogs shall weigh no more than fifty (50) pound and cats shall weigh no more than 30 pounds when fully grown. No more than two (2) pets shall be permitted in any Unit, however, two (2) caged birds may be kept within a Unit in addition to two (2) other pets. No pet may be kept within a Unit by a guest of a Unit Owner or resident for more than fourteen (14) days. Tenants may have pets only if the tenant is occupying the Unit under a lease with an initial minimum term of four (4) months. Dogs and cats which are larger than the weight restrictions herein

may be registered with the Council of Unit Owners within thirty (30) days after the effective date of this policy and shall be exempted from the weight limitation set in this policy.

B. Prohibited Pets.

The following types of animals are not permitted: non-domesticated dogs or cats, insects, reptiles, amphibians, and mammals other than small domestic pets otherwise allowed pursuant to these Pet Policies. Further, no breed of dog or any other animal specifically excluded from coverage under the insurance policies of the Council of Unit Owners shall be allowed on the property nor allowed to reside within the Condominium. Animals which have been adjudicated as dangerous animals or are listed as such on any registry in any jurisdiction are prohibited from the Condominium.

II. Requirements and Restrictions

- A. Pet owners are responsible for removing their pets' waste from the Common Elements. Pet waste and odor shall not be permitted to accumulate in Units so as to create noxious odor, unattractive or unsanitary conditions. Residents must provide access to Units by the Corporation to confirm compliance with the same.
- B. No pet shall be permitted to bark, howl, whine, or make any noise for such a time that it disturbs any resident's rest or quiet enjoyment of his or her home. No pet shall be left unattended on a terrace or balcony for extended periods of time.
- C. Except when within its owner's Unit, a pet must be carried or be on a leash that enables close control of the pet, and the pet must be under the direct control of a responsible person.
- D. No animal may be tied to any object on the Common Elements.
- E. Pet owners are fully personally responsible for any property damage, personal injuries, or disturbances their pet may cause or inflict.
- F. Pets may not be kept or maintained for commercial or breeding purposes.
- G. Every female dog or cat, while in heat, shall be kept confined inside the Unit in such a manner that she will not be in contact with other dogs or cats nor otherwise create a nuisance.
- H. All pets shall be registered and inoculated as required by law.
- I. Each owner of a pet shall have pest control service performed in his or her Unit as may be necessary to completely eliminate fleas and other vermin caused by or

associated with his or her pet. Residents must provide access to Units by the Corporation to confirm compliance with the same.

- J. No pets other than service animals are allowed in the party room, fitness room, saunas, and pool area. No pets are allowed in the pool.

III. Nuisances

The following shall be considered nuisances and shall constitute grounds for demand by the Board of Directors that the pet be removed from the Condominium:

- A. Pets allowed to run off-leash in the Common Elements;
- B. Pets allowed to damage, soil, defecate on or defile the Common Elements or other private property within the Condominium;
- C. Unsanitary, dangerous or offensive conditions created by a pet either inside a Unit or anywhere on the Common Elements;
- D. Ordering or permitting a pet to harass, threaten, molest, attack, or otherwise interfere with the safety or freedom of movement of people or other animals within the Common Elements;
- E. Pets making or causing noise of sufficient volume for extended periods of time to interfere with another resident's rest and peaceful enjoyment of his or her property;
- F. Failing to confine a female animal in heat; and/or
- G. Keeping a pet in a vehicle for an extended period of time.

IV. Pet Registration

- A. The purpose of pet registration is to aid in identifying all pets and their owners in the event of (a) injury to the pet, or another animal or any person, or (b) a violation of the Condominium documents (including any violation of these Pet Policies).
- B. All dogs or cats residing within a Unit must be registered with the Council of Unit Owners, using the Pet Registration Form as designated by the Management Office.
- C. The Registration Form shall be delivered to the Managing Agent at the Management

Office within fourteen (14) days of occupying the unit or within fourteen (14) days of obtaining the pet.

- D. If the Board implements a DNA registration program, all pets which are allowed outside of the unit must participate in the same.
- E. Registration with the Council of Unit Owners is in addition to, and not in lieu of, registration required by law. Registration with the local jurisdiction does not eliminate the need for registration with the Council of Unit Owners.
- F. A registration fee of \$100.00 shall be paid by the pet owner at time of move-in or acquisition of the pet for each pet required to be registered with the Council of Unit Owners. All residents must register their pets regardless of whether or not they reside at the property on a full time basis. Residents or unit owners who currently have pets do not need to pay this registration fee.

V. Enforcement

- A. Penalties for violation of the local animal control ordinance may be enforced by the locality independent of remedies pursued by the Council. The Council may enforce its penalties independent of remedies pursued by the locality.
- B. Any violation of this Resolution may result in the Board requiring the offending pet(s) to be permanently removed from the Condominium property upon ten (10) days written notice from the Board, provided that the owner of such pet(s) been given notice as outlined in the Due Process Policy. However, if a pet is aggressive towards, bites or otherwise harms any person or another animal, the Board may request the immediate removal of the pet from the Condominium without the requirement of any prior warning. In addition, the animal control authorities may be called to remove the pet from the Condominium.
- C. The Board may further impose a fine or fines for (a) continued violations of these Pet Policies, or (b) in the event a pet ordered to be removed from the Condominium but fails to be removed in a timely manner.

VI. Indemnification

Any person who keeps or maintains a pet on the property shall be deemed to have indemnified and agreed to hold free and harmless the Council, its employees, management (to include on-site staff and Zalco Realty), and each owner, resident and guest from any loss, claim or liability of any kind or character whatever arising from the presence of such pets within any portion of the Condominium.

This resolution supersedes and replaces all prior resolutions and rules related to pets. The effective date of this Resolution shall be November 1, 2017.

Pet Registration Form (Please attach photo of each pet)

Date: _____

Unit Number: _____

Name of Unit Owner(s): _____

_____ **Name of Tenant(s) (if applicable):**

Phone Number: _____ **(Day)**

_____ **(Evening)**

Number of Pet(s): _____

Type of Pet(s): _____

Description of Pet(s)

Name	Dog or cat	Breed	Color	Weight	License No.

The undersigned Unit Owner(s) hereby certifies and acknowledges that (i) the above described pet(s) have received all inoculations and registrations/licenses required by law, (ii) I/we have read and shall abide by the Pet Policies for Americana Centre Condominium, Inc., and (iii) I/we shall indemnify and agree to hold free and harmless the Council of Unit Owners, the developer, the Managing Agent, and each resident and guest from any loss, claim or liability of any kind or character whatever arising from the presence of such pet(s) within any portion of the Condominium.

Signature

Print Name

This policy was adopted pursuant to §11-111 of the Maryland Condominium Act.

RESOLUTIONS ACTION RECORD

Resolution Type: Policy No. 2017-09-01

Pertaining to: Policy and Procedures For Pets

Duly adopted at a meeting of the Board of the Americana Centre Condominium, Inc. held, October 26, 2017.

Motion by: _____ Seconded by: _____

VOTE: YES NO ABSTAIN ABSENT

Janet Wilson ✓ _____
Janet Wilson, President

_____ ✓
Sam Brewster, Vice President

Debbie Jackson ✓ _____
Debbie Jackson, Secretary

_____ ✓
Shashi Koduru, Treasurer

John Becker ✓ _____
John Becker, Director

_____ ✓
Tyler Bennett, Director

Connie Mar-Pawloski ✓ _____
Connie Mar-Pawloski, Director

ATTEST:
Debbie Jackson
Secretary

October 26, 2017
Date

Resolution effective: November 1, 2017.

AMERICANA CENTRE CONDOMINIUM, INC.

**POLICY RESOLUTION NO. 2017-09-02
(Rules and Regulations Regarding Smoking)**

WHEREAS, Article V, Section 3 of the By-laws of Americana Centre Condominium, Inc. (hereinafter referred to as "By-laws" and "Council" or "Corporation," respectively) states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members;" and

WHEREAS Article V, Section 3(d) of the Bylaws empowers the Board to promulgate and enforce rules and regulations "respecting the use, occupancy and maintenance of the project and the use of the general and limited common elements as are designated to prevent unreasonable interference with the use and occupancy of the condominium project and of the general and limited common elements by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Master Deed;" and

WHEREAS Article X, Section 3(a) of the Bylaws states "No noxious or offensive trade or activity shall be carried on within the project or within any condominium unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or other owners. No nuisances shall be permitted within the condominium project, nor shall any use or practice be permitted which is or becomes a source of annoyance to the members or which interferes with the peaceful use and possession thereof by the members;" and

WHEREAS the Board believes that it is in the best interest of the Council to update the guidelines and regulations regarding smoking;

NOW, THEREFORE, BE IT RESOLVED that the Board adopts the following policies regarding smoking.

I. Definitions:

- (a) "Condominium" shall refer to the "American Centre Condominium" Association;
- (b) "Council" - such reference shall include the Council of Unit Owners and the management agent or on-site manager where such authority is delegated by the Council to such management agent.
- (c) "Owner" - such term shall be intended to apply to the Owners of any condominium unit, to his tenants in residence, and to any guests, invitees, or

licensees of such Owner or tenant of such Owner, to include employees and contractors of the Association.

- (d) "Smoking" - the act of lighting, smoking, or carrying a lighted or smoldering cigar, cigarette, or pipe, of any kind by anyone.

II. Smoking Policy:

- (a) Owners, residents, etc. may smoke within their units, on their own balconies, and outside of the Condominium buildings in designated areas.

- (b) Residents must prevent smoke from leaving the unit and entering other units or the common elements. Such methods include smokeless ashtrays, air purifiers, regular filter replacement, etc. The unit air pressure may also need to be checked to ensure appropriate air flow. It is entirely up to the resident to figure out the best method to keep the smoke from leaving the unit and is responsible for all expenses incurred for the same.

- (c) Cigarette butts, ashes or any other tobacco products or remains are to be placed in metal or noncombustible receptacles and not dropped on the ground or thrown from balconies.

- (c) Owners, residents and/or their guests, invitees, or licensees, employees and/or contractors of the Association may not smoke in any:

1. Elevator, regardless of capacity;
2. Lobby areas of the buildings that comprise the Condominium; nor
3. Common element areas located inside the Condominium, including trash rooms, laundry rooms, party rooms, stairwells, hallways, saunas, storage room, etc.

(d) No Smoking Signs.

1. "No Smoking" signs may not be removed, mutilated, or destroyed without authority of the Board of Directors.
- 32 No person, including, Owners, residents, employee or contractors of the Association and/or their guests, invitees, or licensees may smoke or throw or deposit any lighted or smoldering substance in any place where "No Smoking" signs are posted or in any other place where smoking would occasion or constitute a fire or fire hazard.

This resolution supersedes and replaces all prior resolutions and rules related to smoking. The effective date of this Resolution shall be October 26, 2017

This policy was adopted pursuant to §11-111 of the Maryland Condominium Act.

RESOLUTIONS ACTION RECORD

Resolution Type: Policy No. 2017-09-02

Pertaining to: Rules and Regulations Regarding Smoking

Duly adopted at a meeting of the Board of the Americana Centre Condominium, Inc. held, October 26, 2017

Motion by:

Seconded by:

VOTE: YES NO ABSTAIN ABSENT

Janet Wilson ✓ _____
Janet Wilson, President

_____ _____ _____ ✓
Sam Brewster, Vice President

Debbie Jackson ✓ _____
Debbie Jackson, Secretary

_____ _____ _____ ✓
Shashi Koduru, Treasurer

John Becker ✓ _____
John Becker, Director

_____ _____ _____ ✓
Tyler Bennett, Director

Connie Mar-Pawloski ✓ _____
Connie Mar-Pawloski, Director

ATTEST:

Debbie Jackson
Secretary

October 26, 2017
Date

AMERICANA CENTRE CONDOMINIUM, INC.

POLICY RESOLUTION NO. 2017-09-03

(Concerning Broadcast Communications Antennas and Cable)

WHEREAS, Article V, Section 3 of the By-laws of Americana Centre Condominium, Inc. (hereinafter referred to as "By-laws" and "Council" or "Corporation," respectively) states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members;" and

WHEREAS, Article X, Section 3(k) of the By-Laws prohibits installation of communications antennas upon the common elements without prior written consent of the Board of Directors; and

WHEREAS, Article XI of the Council's By-Laws of the vests architectural control of the common elements in the Board of Directors; and

WHEREAS, Article III, Section 2 of the Council's Master Deed defines Limited Common Elements to include balconies, decks and patios and states that they "Are reserved for the exclusive use of the owners of the condominium unit or units to which they are adjacent...."; and

WHEREAS, the Federal Communications Commission (FCC), pursuant to Section 207 of the Telecommunications Act of 1996, has promulgated an "Over-the-Air Reception Devices Rule, 47 C.F.R. Section 1.4000, that specifically addresses installation of Direct Broadcast Satellite (DBS), Multichannel Multipoint Distribution Service (MMDS), and Television Broadcast Antennas (TVBS) "by viewers who place video antennas on property that they own and that is within their exclusive use or control" but permits the Council to establish reasonable and regulations regarding the placement of antennas in these areas; and

WHEREAS, the Board of Directors desires and intends to update and clarify its policies regarding antennas on the property of the condominium;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the following policies regarding antennas.

I. **Definitions:** All capitalized terms herein shall have the same meaning as set forth in the Master Deed or Bylaws except as specifically set forth herein.

A. **Owner** - any unit owner in Council. For the purposes of this rule only, "owner" shall also mean and refer to tenant(s), occupant(s) heir(s) or any other person or

entity who has the written permission of the homeowner/landlord to install antennas.

- B. Exclusive-use area - for the purpose of this rule, shall mean and refer to balconies or patios.
- C. Antenna - For the purpose of this rule, a communications broadcast antenna, i.e., any mechanical or electro-mechanical device used for the transmission or reception of broadcast communications, specifically radio, radio-telephony, or video programming services, including DBS, TVBS, and MDS. A reception antenna that has limited transmission capability designed for the listener or viewer to select or use programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast (i.e. a structure to which an antenna is attached), cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
- D. Antenna array - antennas joined together and capable of receiving multiple communications signals, e.g., both radio and television.
- E. Central (or Master) Antenna - For the purpose of this rule only, an antenna or antenna array used to receive radio and/or television programming at a central location from which the signals are routed through the common area to individual units.
- F. Common Elements shall mean and refer to Common Elements as defined in Article I, Section 1(f) of the Council's Master Deed.
- G. General Common Elements shall mean and refer to General Common Elements as defined in Article II, Section 1 of the Master Deed.
- H. Limited Common Elements shall mean and refer to Limited Common Elements as defined in Article II, Section 2 of the Master Deed.

II. Restrictions on Installation of Common Area Antennas:

No antenna shall be erected upon, or protrude into, the Common Elements without the prior written authorization of the Board of Directors.

III. Individual-use Antennas:

- A. Individual owners may install any type of antenna within their condominium units, provided that all applicable Federal, State and local ordinances with respect to radio frequency emission, safety and licensing are met.

- B. Individual owners may install DBS antennas within the limited common elements designated for their individual use, subject to the FCC-approved requirements set forth below.
- C. No other types of antennas may be installed on limited common elements.

A. Application/Notification Rules:

1. Owners must submit an application to Management and/or the Board for approval of their proposed antenna at least 3 days prior to the installation date.
2. If an owner submits an application for approval of the antenna, the Management and/or the Board will review the application on an expedited basis. If the application meets all of the required criteria stated in this rule, Management and/or the Board will make best efforts to review and approve the application within 5 - 10 business days of receipt of the application and written approval will be sent. In no event shall the Board and/or management take more than 20 business days from receipt of the application to issue its ruling, or the application will be deemed approved automatically, but in no way indemnifies the owner from correcting an improper installation.
3. In cases in which an installation occurs without Management or Board approval, the owner bears all the risk that the Management and/or the Board may not approve the antenna because of a lack of compliance with the Rules stated herein. The Board reserves all powers to inspect the antenna after installation to determine if the antenna complies with the rules. If not, the Board reserves all powers to compel the owner to comply with the rules, regardless of whether the owner has already installed the antenna.
4. Owners must submit their application/notices to in writing to the management office located at:

Americana Centre Condominium
118 Monroe Street, #106
Rockville, MD 20850
Office@americanacentrecondo.com

B. Antenna Size & Type:

Residents may install a single DBS antenna which is one (1) meter/39.37 inches or less.
Antennas larger than one (1) meter/39.37 inches are prohibited.

C. Location, Installation and Maintenance:

1. DBS Antennas shall be installed solely on property owned by an owner or on exclusive use area if provided for herein.
2. DBS Antennas may be placed on the patios or a balcony so long as the patio or balcony is the exclusive use area to a unit and its location otherwise complies with these requirements.
3. DBS Antennas shall be located in a place shielded from view from the street or from other units to the maximum extent possible; provided, however, that nothing in these rules would require installation in a location from which an acceptable signal may not be received. If the DBS Antenna needs to go in an "open" location to obtain an acceptable signal, the Board will review the proposed location.
4. Exterior DBS antennas wiring shall be installed so as to minimize visibility and may not be placed or located on common elements. Owners of a satellite dish antenna should make every reasonable effort to ensure that the appliance and all cables, wires and other accouterments are maintained in an acceptable manner consistent with recommended guidelines. If the equipment is not maintained, the Board may require the owner, through the legal process or as otherwise permitted by law or pursuant to the Council's governing documents, to take action to maintain the equipment. If the owner fails to do so, the Board reserves the right to enforce this rule and the owner will be responsible for any and all costs associated with the enforcement.
5. If necessary, DBS satellite dish antennas should be painted black or any acceptable neutral or metallic color so long as the paint does not interfere with an acceptable quality signal.
6. DBS Antenna and mast shall not be installed higher than is absolutely necessary for reception of an acceptable quality system.

D. Safety

1. Antennas shall be installed and secured in a manner that preserves the structural integrity of the building in which it is installed. Antennas also must comply with all applicable Federal, State and/or County laws and regulations.

2. Antennas shall not be placed where they come into contact with electric power lines or interfere with power lines or electrical transmission.
3. Antennas must be secured so that they do not jeopardize the soundness or safety of any other structures. All satellite dishes installed must withstand wind speeds of at least eighty miles per hour (80 mph) so as not to blow off and injure other owner(s) or property in any fashion and other safety considerations.
4. Owner(s) is/are required to carry appropriate insurance on an installed antenna to protect against theft, as well as, liability to other residents and/or the Council.
5. All installations must comply with applicable codes and shall be permanently and effectively grounded.

IV. Cable

- A. To the extent that owners install cable, fiber optic cabling or similar items for internet and/or television service to the unit, the cable installer must run the cabling down the cable guards and gutters which have been designated for this use. Owners should have the cable installer speak with management about the location of these guards before installation to ensure correct placement.
- B. Downspouts must returned to the original location when after the cabling and/or wires have been installed.
- C. Any damage to common elements caused by the installation shall be repaired at the owner's expense. In addition, if cables or wiring has been installed improperly, owners are responsible for all expenses associated with correcting the same.

V. Enforcement

The Board of Directors shall have the right to enforce this resolution to fullest extent as permitted under the Council's governing documents and Maryland law, including the imposition of fines.

This resolution supersedes and replaces all prior resolutions and rules related to antennas and cable. The effective date of this Resolution shall be Oct 26, 2017

This policy was adopted pursuant to §11-111 of the Maryland Condominium Act.

**NOTICE OF INTENT TO INSTALL ANTENNA
AMERICANA CENTRE CONDOMINIUM, INC.**

Prior notification is required for installation of antennas covered by the Federal Communications Commission's Over-the-Air Reception Devices Rule. This approval is required because such installations may pose a safety risk to residents and common and individually owned property. The Board of Directors will evaluate all applications and permit the installation of those that comply with these rules and other applicable laws or otherwise do not pose a safety risk. Any rejection of an application will specify the reason.

Owner: _____

Telephone: _____ (Work) _____ (Home)

Address: _____

Telephone: _____ (Work) _____ (Home)

If rented, tenants'/occupants' name: _____
(ATTACH COPY OF OWNER'S WRITTEN PERMISSION)

Telephone: _____ (Work) _____ (Home)

Type of Antenna _____
Direct Broadcast Satellite _____ 18-inch _____ other _____ inch

Company Performing Installation _____

Identify Installation Location: Patio _____ Balcony _____
Other _____

Date of Installation _____

Method of Installation _____

Will the installation be in compliance with all ACCI rules/instructions and applicable building codes? Yes _____ No _____

I will comply with all of the Council's rules for installing, maintaining and using antennas. I assume all liability for any damage to the common elements and other owner's property that occurs due to antenna installation, maintenance and use.

Signed _____ Date _____

RESOLUTIONS ACTION RECORD

Resolution Type: Policy

No. 2017-09-03

Pertaining to: Rules and Regulations Concerning Broadcast Communications Antennas and Cable

Duly adopted at a meeting of the Board of the Americana Centre Condominium, Inc. held, October 26, 2017

Motion by:

Seconded by:

VOTE:

YES NO ABSTAIN ABSENT

Janet Wilson
Janet Wilson, President

Sam Brewster
Sam Brewster, Vice President

Debbie Jackson
Debbie Jackson, Secretary

Shashi Koduru
Shashi Koduru, Treasurer

John Becker
John Becker, Director

Tyler Bennett
Tyler Bennett, Director

Connie Mar-Pawloski
Connie Mar-Pawloski, Director

ATTEST:

Debbie Jackson
Secretary

October 26, 2017
Date

CONFIDENTIAL

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AMERICANA CENTRE CONDOMINIUM, INC.

POLICY RESOLUTION NO. 2019-07-31

(Policy Regarding Master Property Damage Insurance & Deductibles)

WHEREAS, pursuant to Section 11-114 of the Maryland Condominium Act ("Act") and Article XII, Section 1 of the By-laws of Americana Centre Condominium, Inc. ("Bylaws") the Board of Directors ("Board") of Americana Centre Condominium, Inc. ("Council") is required to obtain and maintain a hazard/property damage insurance policy ("Master Policy") covering the units and common elements against fire and other common perils; and

WHEREAS, pursuant to Section 11-114 of the Act such Master Policy should exclude betterments and improvements installed by the unit owner and Article XII, Section 3 of the Bylaws recommends that unit owners obtain additional insurance to cover improvements and betterments installed by unit owners in units; and

WHEREAS, pursuant to Section 11-114 of the Act if a claim under the Master Policy originates in a unit owner's unit, that unit owner shall be responsible for reimbursing the Council for any deductible ("Master Deductible") under the Master Policy up to \$5000 (or such greater amounts that from time to time are permitted by the Act); and

WHEREAS, it is in the best interests of the Council to outline and properly establish procedures which promote budgetary stability and continuing insurability for the Condominium while fairly and clearly allocating the risks and expenses for the related Master Deductibles that must be satisfied when covered claims are made.

NOW THEREFORE, the foregoing recitals incorporated herein, the Board adopts the following policy:

I. RESPONSIBILITY FOR INSURANCE.

- A. As directed by the Bylaws and as specifically required by the Act, the Board shall obtain and maintain a Master Policy covering damages to the common elements and the individual units from fire and other common perils determined from time to time by the Board with the advice of management and its insurance advisor ("Insured Loss").
- B. The Master Policy does not cover every type of damage to units including, but not limited to a unit owner's or tenant's personal property, furniture, wall/floor and ceiling coverings/decorations, furnishings, fixtures, appliances, equipment, including betterments and improvements to the unit (except where such items were installed by the Developer at the time the Condominium was created).

- C. unit owners are strongly encouraged to obtain and maintain individual ("HO6") insurance covering their personal property, the Master Deductible and other damages not covered under the Master Policy.

II. DETERMINATION OF DEDUCTIBLE; NOTICE.

- A. The Board shall be responsible for determining the amount of the Master Deductible under the Master Policy taking into consideration the cost of the annual premium, the loss history of the Council and related issues.
- B. unit owners shall be responsible for reimbursing the Council for the Master Deductible up to the amount allowed by the Act (currently \$5000 as of the date of this policy) for Insured Losses which originate in the unit owner's unit.
- C. The Board shall provide unit owners with written notice, at least annually, of the amount of the Master Deductible and the unit owner's potential responsibility for such Master Deductible.
- D. Per Section 11-135 of the Act, management shall further disclose in each Resale Packet certificate, the amount of the Master Deductible and the unit owners' potential responsibility for such Master Deductible.

III. LOSS INVESTIGATION

- A. In the event a unit owner suffers damage to his or her unit, the unit owner must report the damage as soon as possible to management and management will conduct an investigation into the loss to determine the source ("Origination Point"), the extent of the damage or loss and whether such damage is an Insured Loss. Failure to promptly report damage may jeopardize coverage.
- B. In the event of an emergency, the unit owner shall immediately contact management but the unit owner will be responsible for reasonable efforts to mitigate the damages (e.g., shutting off water supply valves in the unit).
- C. The unit owner and other affected unit owners/tenants, shall provide management with the immediate right of entry into the units to investigate the loss or damage and, in the case of an emergency threatening other units or the common elements, management will take or direct immediate action to access units (whether the owner is present or not) and attempt to stop or minimize the threat.
- D. If the damage or loss does not constitute an emergency in which immediate remedial action is needed, the unit owner is obligated to file a "damage report" within five (5) calendar days of the date when the damage occurred. Failure to submit a complete damage report within such time frame may jeopardize the Council's ability to obtain any insurance coverage.

1. The damage report may be in a form approved or promulgated by the Board of Directors, but which, in any event, shall include, at a minimum:
 - o the name and address of the unit owner making the claim;
 - o a statement of when the incident of damage occurred;
 - o the purported cause and/or origin of the damages (if known);
 - o a preliminary list of claimed damages;
 - o authorization for the Council and its agents to enter the unit for the purpose of investigating the loss;
- E. management shall further investigate and/or consult with the Council's insurance agent to determine if the loss would: 1) constitute an Insured Loss under the Master Policy; and, if so, 2) whether the damage estimates will likely exceed the amount of the Master Deductible.
- F. management shall, in making the determinations under III(E) above, be entitled to rely upon the advice of Council's insurance agent, consultants, tradesman and/or other advisors (as well as the management's own internal resources) to determine whether the loss would be an Insured Loss and the estimated repair costs and damages.

IV. REPAIR RESPONSIBILITY/COST ALLOCATION

- A. The Council is responsible for repairing and replacing units and common elements damaged in an Insured Loss.
- B. In the event that damage from an Insured Loss only involves damage to the unit which was the Origination Point of the loss, the Council may work with such unit owner and his or her insurer to determine how to best accomplish such repairs and may allow the unit owner to complete the repairs (with appropriate releases and assurances that the work is completed).
- C. If the loss is an Insured Loss, then any proceeds over and above the Master Deductible shall be applied towards the damages (first to pay for any common element damage and then to any unit damages pursuant to 11-114(d) of the Act).
- D. Repairs to units or the common elements associated with an Insured Loss but which are not covered by insurance proceeds (including deficiency due to the application of the Master Deductible portion) shall be allocated:
 - 1) to the unit owner of the unit in which the Origination Point occurred up to \$5000 (or such greater amount permitted by the Act from time to time);
 - 2) to the Council in the case the cause of the damage which first originated in the common elements;

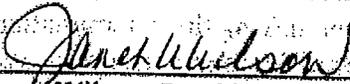
E. Damages to property or repairs which are excluded from an Insured Loss shall be the responsibility of the party who otherwise would have been responsible for such maintenance or repairs under the Council's Master Deed and Bylaws.

This resolution was adopted pursuant to Section 11-111 of the Maryland Condominium Act.

Adopted this 28 day of August, 2019.

The effective date of this Resolution shall be July 31st, 2019.

AMERICANA CENTRE CONDOMINIUM, INC.


Janet Wilson, President

AMERICANA CENTRE CONDOMINIUM, INC.

POLICY RESOLUTION NO. 2019-07-31

(Policy Regarding Master Property Damage Insurance & Deductibles)

Duly adopted at a meeting of the Board of Directors held, July 31, 2019.

Motion by: Shashi Koduru Seconded by: Connie Mar-Pawloski VOTE:

YES NO ABSTAIN ABSENT

Janet Wilson
President

Connie Mar-Pawloski
Vice President

Debbie Jackson
Secretary

Shashi Koduru
Treasurer

John Beaker
Director

Margaret Pfeiffer
Director

John C. Mordica
Director

ATTEST:

Debbie Jackson
Secretary

8/28/2019
Date

Resolution effective: July 31st, 2019.

THE UNIVERSITY OF CHICAGO

DEPARTMENT OF CHEMISTRY

PHYSICAL CHEMISTRY LABORATORY

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WWW: WWW.CHEMISTRY.ORG

WWW: WWW.CHEMISTRY.SOCIETY.ORG

WWW: WWW.CHEMISTRY-EDU.ORG

AMERICANA CENTRE CONDOMINIUM, INC.

POLICY RESOLUTION NO. 2019-07-31

(Policy Regarding Master Property Damage Insurance & Deductibles)

WHEREAS, pursuant to Section 11-114 of the Maryland Condominium Act ("Act") and Article XII, Section 1 of the By-laws of Americana Centre Condominium, Inc. ("Bylaws") the Board of Directors ("Board") of Americana Centre Condominium, Inc. ("Council") is required to obtain and maintain a hazard/property damage insurance policy ("Master Policy") covering the units and common elements against fire and other common perils; and

WHEREAS, pursuant to Section 11-114 of the Act such Master Policy should exclude betterments and improvements installed by the unit owner and Article XII, Section 3 of the Bylaws recommends that unit owners obtain additional insurance to cover improvements and betterments installed by unit owners in units; and

WHEREAS, pursuant to Section 11-114 of the Act if a claim under the Master Policy originates in a unit owner's unit, that unit owner shall be responsible for reimbursing the Council for any deductible ("Master Deductible") under the Master Policy up to \$5000 (or such greater amounts that from time to time are permitted by the Act); and

WHEREAS, it is in the best interests of the Council to outline and properly establish procedures which promote budgetary stability and continuing insurability for the Condominium while fairly and clearly allocating the risks and expenses for the related Master Deductibles that must be satisfied when covered claims are made.

NOW THEREFORE, the foregoing recitals incorporated herein, the Board adopts the following policy:

I. RESPONSIBILITY FOR INSURANCE.

- A. As directed by the Bylaws and as specifically required by the Act, the Board shall obtain and maintain a Master Policy covering damages to the common elements and the individual units from fire and other common perils determined from time to time by the Board with the advice of management and its insurance advisor ("Insured Loss").
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- C. unit owners are strongly encouraged to obtain and maintain individual ("HO6") insurance covering their personal property, the Master Deductible and other damages not covered under the Master Policy.

II. DETERMINATION OF DEDUCTIBLE; NOTICE.

- A. The Board shall be responsible for determining the amount of the Master Deductible under the Master Policy taking into consideration the cost of the annual premium, the loss history of the Council and related issues.
- B. unit owners shall be responsible for reimbursing the Council for the Master Deductible up to the amount allowed by the Act (currently \$5000 as of the date of this policy) for Insured Losses which originate in the unit owner's unit.
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- B. In the event of an emergency, the unit owner shall immediately contact management but the unit owner will be responsible for reasonable efforts to mitigate the damages (e.g., shutting off water supply valves in the unit).
- C. The unit owner and other affected unit owners/tenants, shall provide management with the immediate right of entry into the units to investigate the loss or damage and, in the case of an emergency threatening other units or the common elements, management will take or direct immediate action to access units (whether the owner is present or not) and attempt to stop or minimize the threat.
- D. If the damage or loss does not constitute an emergency in which immediate remedial action is needed, the unit owner is obligated to file a "damage report" within five (5) calendar days of the date when the damage occurred. Failure to submit a complete damage report within such time frame may jeopardize the Council's ability to obtain any insurance coverage.

1. The damage report may be in a form approved or promulgated by the Board of Directors, but which, in any event, shall include, at a minimum:

- o the name and address of the unit owner making the claim;
- o a statement of when the incident of damage occurred;
- o the purported cause and/or origin of the damages (if known);
- o a preliminary list of claimed damages;
- o authorization for the Council and its agents to enter the unit for the purpose of investigating the loss;

E. management shall further investigate and/or consult with the Council's insurance agent to determine if the loss would: 1) constitute an Insured Loss under the Master Policy; and, if so, 2) whether the damage estimates will likely exceed the amount of the Master Deductible.

F. management shall, in making the determinations under III(E) above, be entitled to rely upon the advice of Council's insurance agent, consultants, tradesman and/or other advisors (as well as the management's own internal resources) to determine whether the loss would be an Insured Loss and the estimated repair costs and damages.

IV. REPAIR RESPONSIBILITY/COST ALLOCATION

A. The Council is responsible for repairing and replacing units and common elements damaged in an Insured Loss.

B. In the event that damage from an Insured Loss only involves damage to the unit which was the Origination Point of the loss, the Council may work with such unit owner and his or her insurer to determine how to best accomplish such repairs and may allow the unit owner to complete the repairs (with appropriate releases and assurances that the work is completed).

C. If the loss is an Insured Loss, then any proceeds over and above the Master Deductible shall be applied towards the damages (first to pay for any common element damage and then to any unit damages pursuant to 11-114(d) of the Act).

D. Repairs to units or the common elements associated with an Insured Loss but which are not covered by insurance proceeds (including deficiency due to the application of the Master Deductible portion) shall be allocated:

1) to the unit owner of the unit in which the Origination Point occurred up to \$5000 (or such greater amount permitted by the Act from time to time);

2) to the Council in the case the cause of the damage which first originated in the common elements;

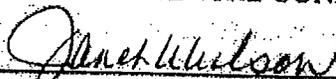
E. Damages to property or repairs which are excluded from an Insured Loss shall be the responsibility of the party who otherwise would have been responsible for such maintenance or repairs under the Council's Master Deed and Bylaws.

This resolution was adopted pursuant to Section 11-111 of the Maryland Condominium Act.

Adopted this 28 day of August, 2019.

The effective date of this Resolution shall be July 31st, 2019.

AMERICANA CENTRE CONDOMINIUM, INC.



Janet Wilson, President



Handwritten text, possibly a signature or name, located in the upper middle section of the page.

Small handwritten mark or character at the bottom right of the page.

Americana Centre Condominium, Inc.

118 Monroe Street, Unit #106, Rockville, MD 20850
Phone 301-340-7770 * Facsimile 301-294-0291

November 1, 2018

Dear Members of the Americana Centre Condominium Association,

Enclosed is the 2019 budget for your review. We are proposing a 6.35% increase in assessments for fiscal year 2019. We started the process by drafting the budget with help from Management, Zalco/First Service Residential (FSR), and the Financial Management Committee (FMC). The main factor for the increase in the assessment is the new increased debt service for a proposed \$20 million-dollar loan. I will address the importance and reasoning for the loan below.

Proposed \$20 Million-Dollar Loan

Our current reserve study calls for \$31 million dollars in reserve expenditures over the next 20 years, the life of the proposed new loan's debt service (\$1,685,000 p/yr). The \$20 million-dollar loan will help to minimize the amount of reserve contributions (2019: \$3,479,167MM) as well as fulfill the Association's need to accelerate capital expenditures. Due to the age of the buildings and the useful life of many of its components, we are anticipating there to be 26 +/- major capital improvement projects that contribute to the \$20MM loan over the course of the next 3 years. To keep assessment increases down to a minimum, the Board has chosen to minimally fund the reserve account (\$205,907 p/yr) for 2019 based on the advice from JLL with respect to lenders expectations for contributions. The loan scenario matrix summarizes the proposed debt service, reserve contributions and assessment increase for the loan and any loan options that the Board considered. If you would like to see the FMC's full recommendation, the capital improvement projects list, reserve study and/or the loan sensitivity matrix, it is posted in the Building Link Library. Please go to:

<http://americanacentresidents.buildinglink.com/v2/tenant/Library/Library.aspx>

You can also contact the Management Office.

Utilities

The proposed budget increase of 8.74% in utilities is to keep pace with 2018 projected figures. The Board consulted various engineering firms as to whether it would be financially beneficial for the units to be separately metered; all firms agreed that, although feasible to accomplish, the process of conversion would be inefficient and neither the Association nor the homeowner would get back a substantial return on the investment. *The costs outweigh the benefit.* The Board is no longer considering this as an option to curb utility expenses.

With that said, we only have control over how utilities are used on an individual level. Utilities are not "free"; they are included in the condo fee and are impacted by individual usage. It is important for all members to help reduce utility costs by conserving energy whenever possible: purchase energy rated appliances, more efficient toilets and showerheads, and led lights; combine laundry loads when possible to reduce water consumption; repair leaks on toilets and

sinks as soon as you find them; turn off lights and other products that consume electricity when you are not home or using them; lower heat temperatures or raise air conditioning temperatures (especially when not home). A little conservation by everyone can impact the utility bills and help reduce overall spending.

New Items on the 2019 Budget

One new line item in the budget is the increase in the pool maintenance contract. During the pool season, the Board had numerous requests to increase the pool days from 5 to 7. We listened and ACCI will have a full week of pool days during the 2019 season!

The Board also analyzed the community's need for allowing weekend moves. This will create an ease for owners with tenants. The weekend move in/out fee will be specifically for the high-rise units in the amount of \$350.00. This will help to generate more income for the Association as well.

As we move forward with the capital improvement projects, ACCI will order an insurance appraisal to avoid any mistakes in being either over or underinsured. If an Association is underinsured (In our case, due to upgrades), property owners run the risk of paying a portion of the rebuilding costs in the event of a loss. The insurance appraisal will determine a property's new replacement cost value.

Throughout the course of the year, the office will begin the process of digitally archiving/scanning our 45+ years of records. This will help to get the office ready for the future, go green and make it easier to distribute files at any time anywhere.

Conclusion

Rest assured that the FMC scrutinized the budget to find areas to reduce costs, but also tried to include maintenance that was overlooked or deferred for many years. It takes approximately \$44,000 in reductions to reduce the budget by 1%. Without the loan, we'd be looking at assessment increases in upwards of 32%-51%. In the end, simply reducing costs will not adequately fund the reserves nor will it bring this community into modern times.

Please forward any questions or comments to the General Manager, Frances-Marie Puente, at gm@americanacentrecondo.com. You can also call the Management Office at 301-340-7770 if you need further clarification. Comments will be compiled and given to the Board for consideration.

The final budget will be adopted in the Board meeting held on Tuesday, December 4, 2018 at 7pm in the Dolley Madison Room (Building 4 at 4 Monroe Place, basement level).

Sincerely,
Shashi Koduru
Treasurer, Board of Directors

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud.

2. The second part of the document outlines the specific requirements for record-keeping, including the need to maintain original documents and to keep copies of all transactions. It also discusses the importance of regular audits and the role of internal controls in ensuring the accuracy of the records.

3. The third part of the document discusses the consequences of failing to maintain accurate records, including the potential for financial loss and the risk of legal action. It also discusses the importance of training staff in proper record-keeping procedures and the need for ongoing monitoring and evaluation of the record-keeping system.

4. The fourth part of the document discusses the role of technology in record-keeping, including the use of electronic databases and the importance of data security. It also discusses the need for regular backups and the importance of having a disaster recovery plan in place to ensure the continuity of the record-keeping system.

5. The fifth part of the document discusses the importance of transparency and accountability in record-keeping, including the need to make records available to the public and to provide clear explanations of the data. It also discusses the importance of regular communication with stakeholders and the need for ongoing improvement of the record-keeping system.

6. The sixth part of the document discusses the importance of maintaining the confidentiality of records, including the need to restrict access to sensitive information and to use secure communication channels. It also discusses the importance of having a clear policy on the retention and disposal of records and the need for regular reviews of the policy.

7. The seventh part of the document discusses the importance of maintaining the accuracy of records, including the need to use reliable data sources and to implement robust data validation procedures. It also discusses the importance of having a clear process for identifying and correcting errors and the need for regular audits to ensure the accuracy of the records.

8. The eighth part of the document discusses the importance of maintaining the integrity of records, including the need to use secure storage and to implement robust access controls. It also discusses the importance of having a clear policy on the use of records and the need for regular reviews of the policy.

9. The ninth part of the document discusses the importance of maintaining the availability of records, including the need to have a disaster recovery plan in place and to ensure that records are accessible to authorized users. It also discusses the importance of having a clear policy on the use of records and the need for regular reviews of the policy.

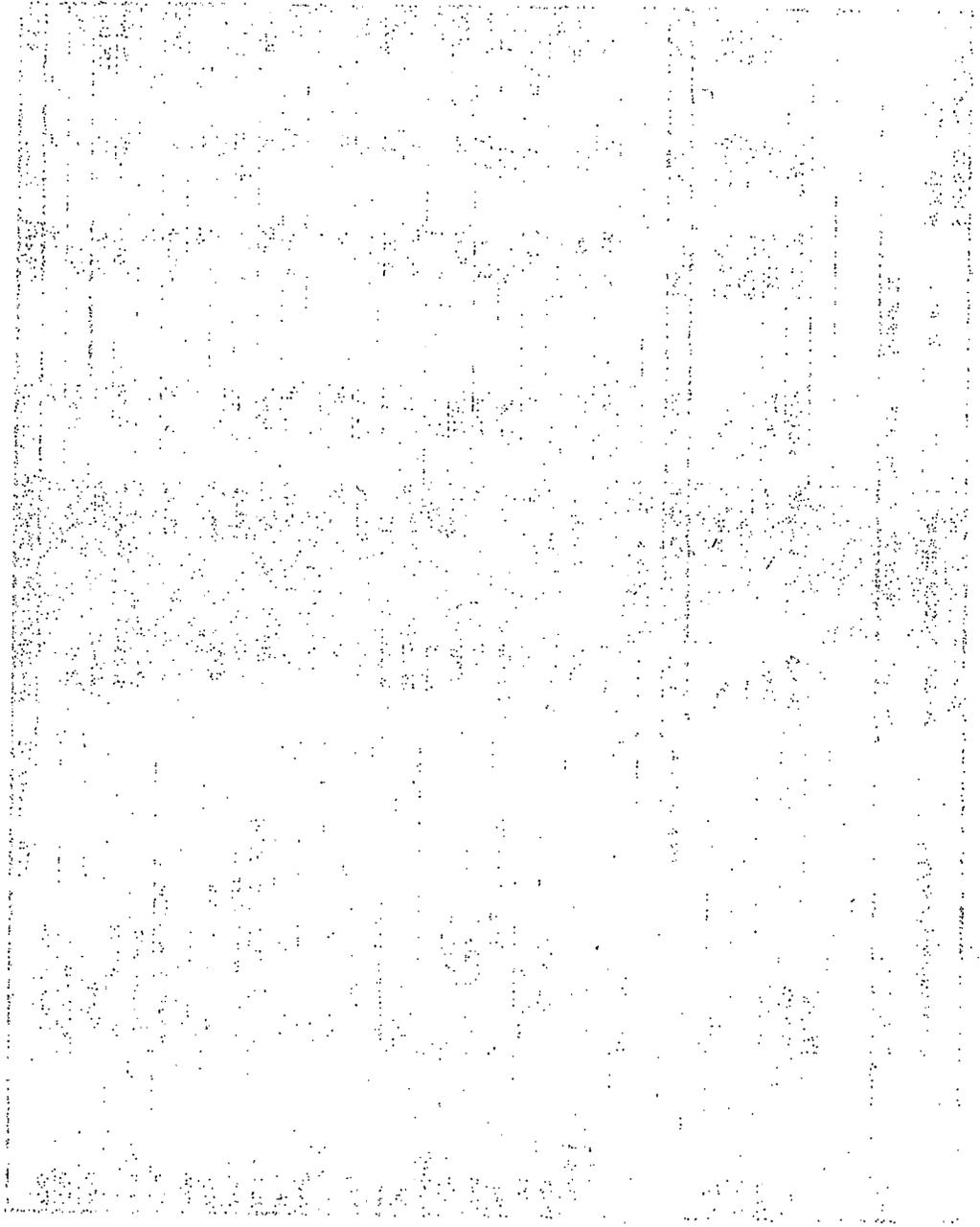
AMERICANA CENTER CONDOMINIUM, INC.

ACCT #:	DESCRIPTION:	2019 BUDGET ADOPTED	2018 PROJECTED	2017 ACTUAL UNAUDITED	\$ diff 2019 vs 2018	% diff 2019 vs 2018
	Revenues					
	INCOME					
5100	Condo Assessments	\$4,701,056	\$4,420,404	\$3,946,944	\$280,571	6.35%
	OTHER INCOME					
5700	Parking	\$0	\$0	\$41,519	\$0	0.00%
5810	Cable Income	\$5,100	\$5,100	\$5,100	\$0	0.00%
5830	Interest Income - Operating	\$0	\$3,726	\$6,337	\$0	#DIV/0!
5830-001	Interest Income - Reserves	\$15,000	\$28,887	\$14,019	\$0	328.57%
5832	In Unit Maintenance Income	\$35,000	\$27,456	\$34,129	\$0	0.00%
5836	Late Charges	\$2,500	\$2,500	\$7,807	\$0	0.00%
5838	Laundry Income	\$0	\$0	\$23	\$0	#DIV/0!
5844	Legal Fees	\$14,000	\$14,000	\$4,186	\$0	#DIV/0!
5848	Miscellaneous Income	\$5,500	\$7,458	\$10,375	\$0	30.00%
5850	Move in / Move Out Fees	\$14,000	\$10,000	\$11,830	\$0	55.56%
5865	Prior Year excess/deficit	\$40,000	\$0	\$0	\$0	0.00%
5874	Rent Revenue Miscellaneous	\$45,900	\$41,700	\$41,700	\$0	8.51%
5878	Resale Package	\$7,000	\$6,825	\$7,050	\$0	40.00%
	TOTAL OTHER INCOME	\$745,000	\$197,652	\$184,075	\$37,600	35.01%
	TOTAL INCOME	\$4,246,056	\$4,618,056	\$4,131,019	\$318,171	7.03%
	TRANSFERS					
5990	Transfer from Reserves	\$3,479,167	\$604,176	\$905,064	\$2,214,167	175.03%
5995	Transfer to Reserve	\$705,907	\$1,550,016	\$1,328,363	\$1,344,093	-86.72%
5995-001	Reserve Interest Contribution	\$31,500	\$28,887	\$14,019	\$0	0.00%
	Loan Principle					
	TOTAL TRANSFERS	\$3,269,760	\$974,727	\$437,318	\$3,558,260	-1233.37%
	TOTAL AVAILABLE	\$8,115,816	\$3,643,329	\$3,693,701	\$3,876,431	91.44%



AMERICANA CENTER CONDOMINIUM, INC.

ACCT #:	Comparative Budget Analysis DESCRIPTION:	2019 BUDGET		2018 BUDGET	2018 PROJECTED	2017 ACTUAL	\$ diff 2019 vs 2018	% diff 2019 vs 2018
		ADOPTED	ADOPTED					
	UTILITIES							
7750	Electricity	\$350,000	\$360,000	\$360,000	\$372,480	\$14,000	4.17%	
7755	Fuel Oil/Coal	\$18,000	\$18,000	\$18,000	\$11,238	\$8,000	80.00%	
7760	Gas	\$221,094	\$230,000	\$230,000	\$150,671	\$46,094	24.92%	
7780	Water	\$34,000	\$34,000	\$34,000	\$34,037	\$8,000	2.35%	
	TOTAL UTILITIES	\$947,094	\$972,000	\$972,000	\$880,601	\$76,094	8.74%	
	CONTRACTS							
7612-002	Building Link	\$10,200	\$10,200	\$10,200	\$10,200	\$0	0.00%	
7612-500	Boiler Contract	\$17,257	\$19,000	\$19,000	\$11,849	\$357	3.00%	
7623	Cleaning Contract	\$109,419	\$0	\$0	\$105,612	\$0	0.00%	
7643	Duct Cleaning	\$0	\$0	\$0	\$8,040	\$0	#DIV/0!	
7645	Elevator Maintenance Contract	\$25,956	\$27,000	\$27,000	\$24,000	\$756	3.00%	
7655	Extermintating Contract	\$5,146	\$3,000	\$3,000	\$3,877	\$150	3.00%	
7656	Exercise Equipment	\$13,000	\$17,000	\$17,000	\$972	\$0	0.00%	
7657-001	Exhaust Fans	\$2,011	\$2,011	\$2,011	\$2,011	\$0	0.00%	
7659	Fire Alarm	\$3,620	\$3,620	\$3,620	\$3,367	\$0	0.00%	
7662	Fire Sprinkler System	\$2,680	\$2,680	\$2,680	\$1,680	\$0	0.00%	
7663	Landscape Contract	\$35,646	\$37,000	\$37,000	\$36,102	\$646	1.85%	
7664-001	Garage Cleaning	\$0	\$0	\$0	\$0	\$0	#DIV/0!	
7664-020	Generator	\$1,750	\$1,750	\$1,750	\$0	\$0	0.00%	
7670	HVAC Contract	\$4,120	\$4,120	\$4,120	\$4,120	\$0	0.00%	
7670-010	Chiller & Cooling Tower Contract	\$4,650	\$4,650	\$4,650	\$4,630	\$0	0.00%	
7709	Pool Maintenance Contract	\$21,970	\$16,020	\$16,020	\$16,020	\$5,950	37.14%	
7715	Trash Removal Contract	\$92,276	\$88,361	\$88,361	\$88,361	\$1,771	2.00%	
7720	Security Contract	\$0	\$0	\$0	\$0	\$0	#DIV/0!	
7725	Snow Removal Contract	\$16,000	\$16,000	\$16,000	\$10,728	\$0	0.00%	
7736-005	Trash Compactor	\$3,500	\$3,500	\$3,500	\$0	\$3,600	#DIV/0!	
7738	Tree Maintenance	\$2,800	\$2,800	\$2,800	\$7,970	\$2,200	44.00%	
7740	Uniforms	\$10,000	\$10,000	\$10,000	\$4,779	\$5,000	100.00%	
7745	Water Treatment	\$3,400	\$3,400	\$3,400	\$6,054	\$0	0.00%	
7747	Window Cleaning	\$0	\$0	\$0	\$0	\$0	#DIV/0!	
	TOTAL CONTRACTS	\$366,830	\$350,800	\$350,800	\$329,497	\$16,030	4.57%	

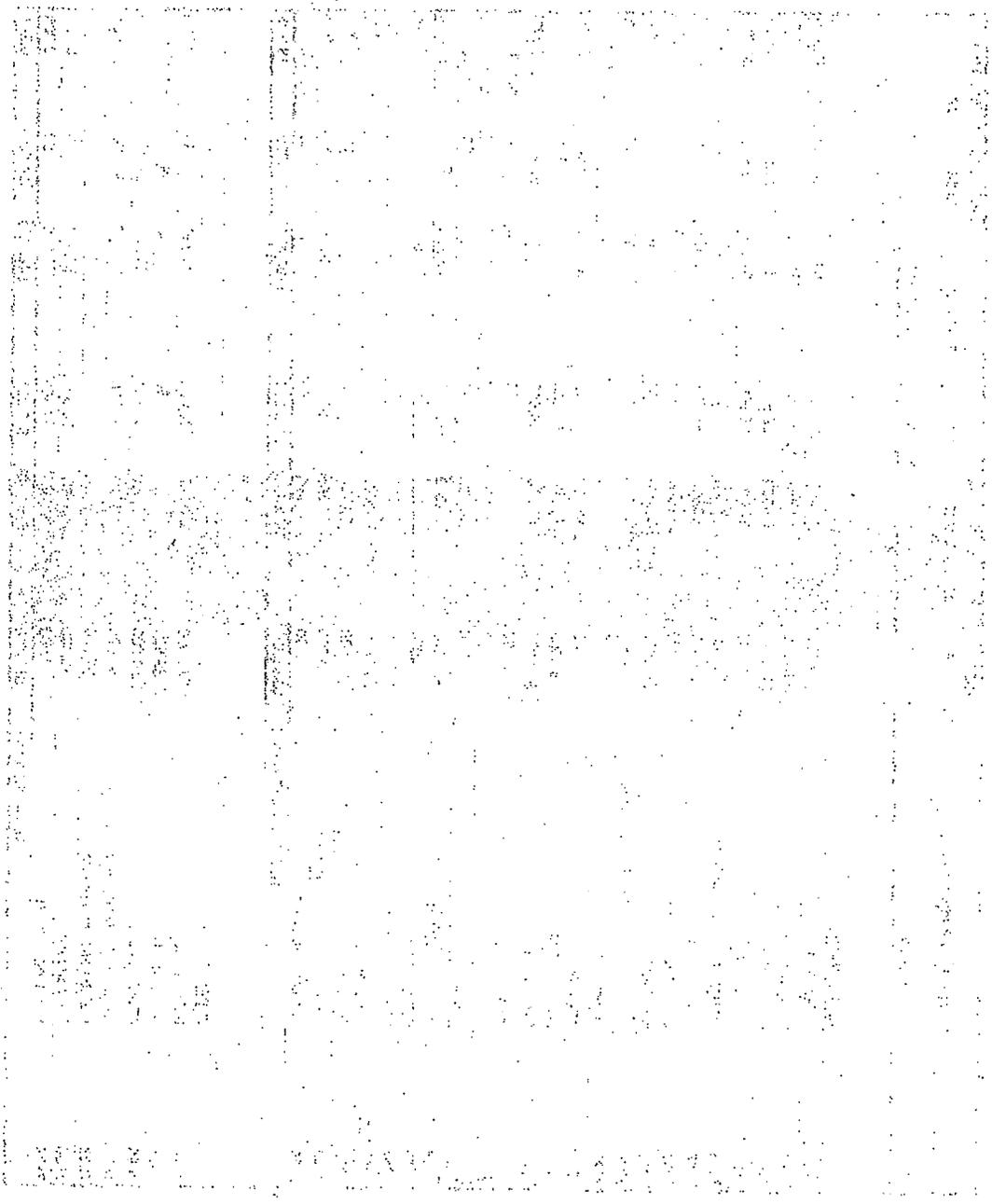


AMERICANA-CENTER CONDOMINIUM, INC.

ACCT #	Comparative Budget Analysis DESCRIPTION	2019 BUDGET		2018 PROJECTED	2017 ACTUAL	\$ diff 2019 vs 2018	% diff 2019 vs 2018
		ADOPTED	ADJUSTED				
	MAINTENANCE						
7115	Boiler R&M	\$27,500	\$27,000	\$9,000	\$8,080	\$10,500	87.50%
7120	Building R & M	\$97,260	\$97,260	\$100,000	\$95,840	\$0	0.00%
7155	Electric R&M	\$27,000	\$27,000	\$8,500	\$21,302	\$13,500	158.82%
7160	Elevator R&M	\$8,500	\$8,500	\$6,800	\$7,710	\$3,900	84.78%
7175	Exterminator - Non-Contract	\$1,000	\$1,000	\$606	\$225	\$0	0.00%
7190	Floors & Carpeting	\$4,000	\$4,000	\$5,715	\$12,588	-\$2,000	-33.33%
7201	Garage-Door-R&M	\$5,000	\$5,000	\$20,000	\$1,170	\$0	0.00%
7215	HVAC R&M	\$39,000	\$39,000	\$4,998	\$7,563	\$0	0.00%
7220	Insurance Deductible/Reimbursement	\$49,000	\$49,000	\$6,272	\$25,117	\$0	0.00%
7226	Repairs - Interior	\$0	\$0	\$0	\$0	\$0	#DIV/0!
7227	Irrigation	\$2,000	\$2,000	\$0	\$2,275	\$500	33.33%
7240	Laundry R&M	\$7,000	\$7,000	\$3,500	\$2,184	\$2,500	55.56%
7241	Fire Sprinkler R&M	\$12,000	\$12,000	\$5,546	\$0	\$6,800	130.77%
7255	Misc R&M	\$0	\$0	\$0	\$0	\$0	#DIV/0!
7275-001	Painting	\$0	\$0	\$0	\$3,700	\$0	#DIV/0!
7277	Repairs - Parking Lots	\$0	\$0	\$0	\$0	\$0	#DIV/0!
7283-001	Landscape Non-Contract	\$35,000	\$35,000	\$30,000	\$23,978	\$5,000	16.67%
7285	Plumbing R&M	\$28,000	\$28,000	\$30,080	\$22,167	\$0	0.00%
7287	Pool Non-Contract	\$15,000	\$15,000	\$15,000	\$7,990	\$0	0.00%
7296-001	Contingency	\$70,000	\$70,000	\$26,658	\$6,950	-\$20,000	-40.00%
7320	Signage	\$3,500	\$3,500	\$0	\$809	\$0	0.00%
7348	House Car/ Vehicle Expense	\$800	\$800	\$800	\$876	\$0	0.00%
7360	Repairs - Windows	\$0	\$0	\$0	\$0	\$0	#DIV/0!
	TOTAL MAINTENANCE	\$388,550	\$388,550	\$273,195	-\$190,454	\$60,700	18.51%
	SUPPLIES						
7410	Building Supplies	\$20,000	\$20,000	\$20,000	\$25,299	\$0	0.00%
7485	HVAC Supplies	\$9,500	\$9,500	\$0	\$0	\$9,500	#DIV/0!
7490	In-Unit Supplies	\$4,000	\$4,000	\$5,391	\$5,228	-\$1,000	-20.00%
7495	Janitor and Cleaning Supplies	\$1,000	\$1,000	\$1,500	\$2,797	-\$1,000	-25.00%
7523	Maintenance Equipment	\$7,000	\$7,000	\$6,000	\$5,937	\$0	0.00%
7530	Paint Supplies	\$5,000	\$5,000	\$2,500	\$2,856	\$0	0.00%
7535	Plumbing Supplies	\$2,000	\$2,000	\$35,391	\$42,117	\$14,500	40.28%
	TOTAL SUPPLIES	\$50,500	\$50,500	\$66,000	\$42,117	\$14,500	40.28%

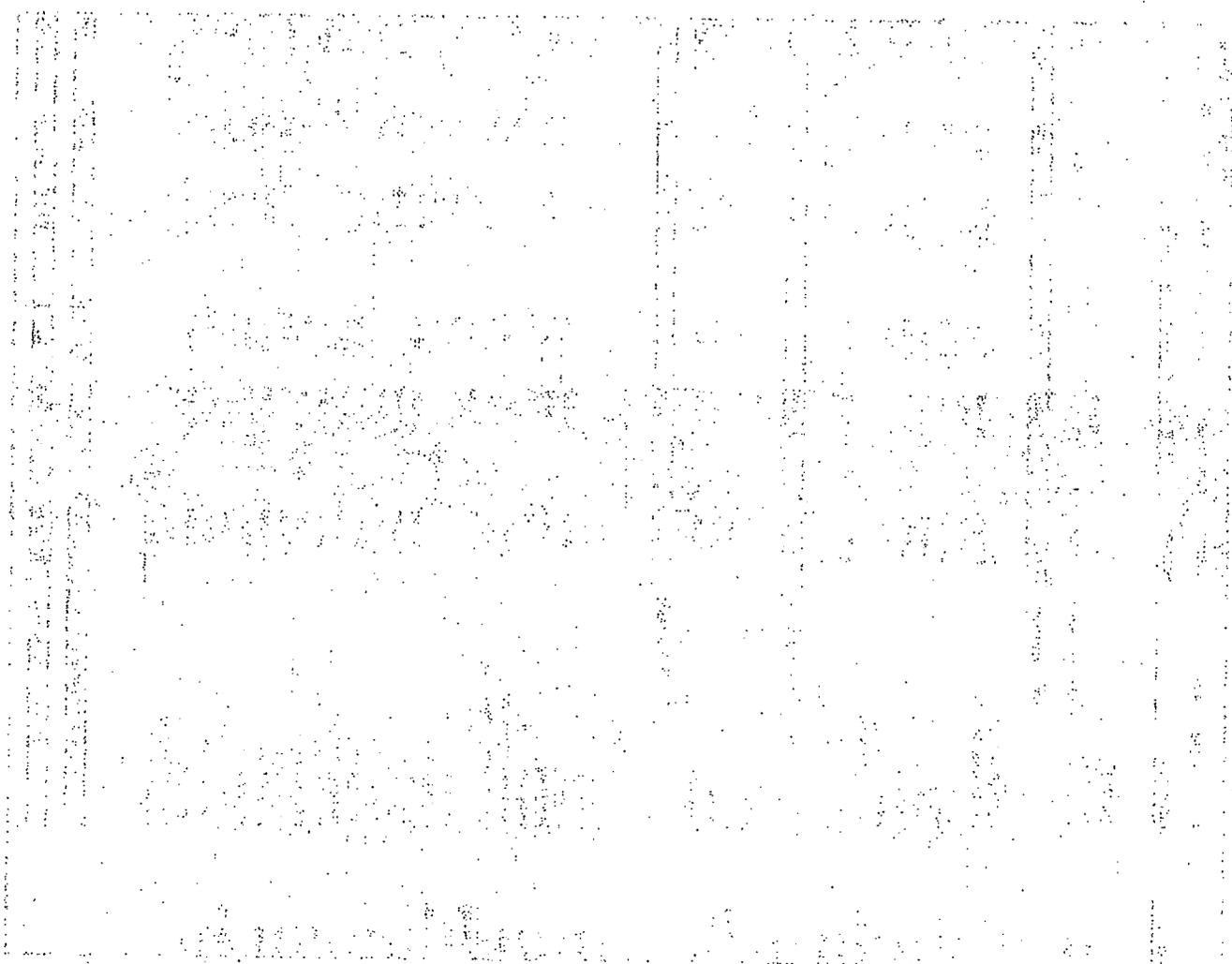
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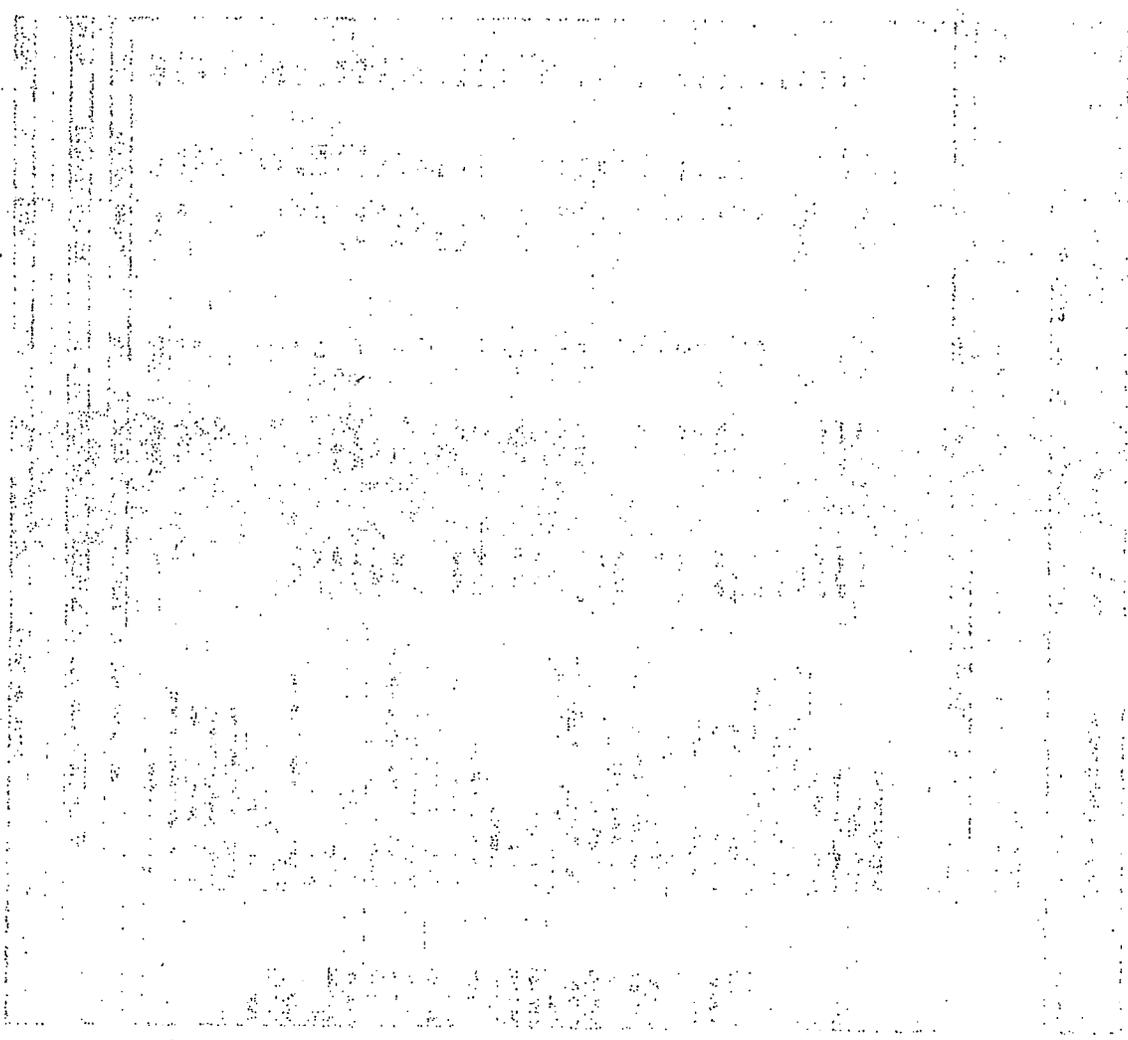
AMERICANA CENTER CONDOMINIUM, INC.

ACCT #	DESCRIPTION	2019 ADOPTED BUDGET	2018 PROJECTED	2017 ACTUAL UNAUDITED	\$ diff 2019 vs 2018	% diff 2019 vs 2018
	INSURANCE					
6540	Pollution Liability	\$2,586	\$2,586	\$2,588	\$0	0.00%
6545	Property & Liability Insurance (incl workm)	\$78,000	\$72,723	\$77,389	-\$18,000	-18.75%
	TOTAL INSURANCE	\$80,586	\$75,309	\$79,977	-\$18,000	-18.26%
	PAYROLL & BENEFITS					
6708	Administrative/ Office Salaries	\$170,471	\$202,023	\$197,646	-\$21,974	-11.42%
6720	Bonuses	\$10,000	\$0	\$6,768	\$0	0.00%
6736	Engineering	\$27,283	\$185,559	\$224,622	\$44,769	18.68%
6740	Group Health & Life	\$70,000	\$59,610	\$61,195	\$0	0.00%
6761	Payroll Taxes	\$5,570	\$72,123	\$72,722	-\$32,183	-33.97%
6763	Payroll Admin Exp	\$0	\$5,480	\$4,388	\$0	0.00%
6783-001	Benefits - 401K & IRA	\$0	\$0	\$0	\$0	#DIV/0!
6788	Manager Salaries	\$207,128	\$160,446	\$170,770	\$31,021	17.55%
6798	Workmen's Compensation	\$0	\$0	\$0	\$0	#DIV/0!
	TOTAL PAYROLL & BENEFITS	\$797,082	\$685,191	\$738,312	-\$21,622	-2.78%
	TAXES					
6600-001	State Taxes	\$100	\$100	\$0	\$0	0.00%
6600-002	Federal Taxes	\$500	\$500	\$0	\$0	0.00%
6620	Real Estate Taxes	\$6,000	\$6,000	\$4,031	\$0	0.00%
	TOTAL TAXES	\$6,500	\$6,600	\$4,031	\$0	0.00%
	ADMINISTRATIVE					
6115	Audit	\$5,000	\$9,000	\$10,000	\$0	0.00%
6125	Admin Exp	\$0	\$5,078	\$7,948	-\$6,000	-50.00%
6129	Bad Debts	\$3,500	\$0	\$0	\$0	0.00%
6130	Bank Charges	\$0	\$171	\$179	\$0	0.00%
6131	Benefit Fund	\$0	\$0	\$0	\$0	#DIV/0!
6136	Board Meeting Expenses	\$3,000	\$980	\$471	\$0	0.00%
6185	Consulting/ Professional Fees	\$5,000	\$0	\$2,582	\$0	0.00%
6194-001	Amortization Expense	\$1,000	\$678	\$620	\$1,000	#DIV/0!
6195	Dues & Subscriptions	\$4,000	\$0	\$1,988	\$0	0.00%
6233-000	Internet Service	\$5,500	\$0	\$0	\$0	#DIV/0!
6233-001	IT Support	\$90,000	\$6,500	\$4,200	\$3,000	85.72%
6245	Legal Fees - General	\$0	\$55,000	\$13,108	\$60,000	200.00%
6246	Legal Fees - Collections	\$17,000	\$12,000	\$12,614	\$4,500	60.00%
6250	Licenses & Fees	\$2,500	\$2,500	\$3,063	\$0	0.00%
6255	Management Contract	\$96,446	\$91,764	\$90,612	\$2,808	3.00%
6259	Miscellaneous Expenses	\$4,000	\$6,500	\$4,336	\$0	0.00%
6279	Office Equipment	\$0	\$0	\$0	\$0	#DIV/0!
6280	Office Supplies	\$10,000	\$3,000	\$3,695	\$7,000	283.33%
6285	Postage & Mail	\$5,000	\$5,000	\$2,536	\$0	0.00%
6290	Printing & Copying	\$10,000	\$6,000	\$7,641	\$4,000	66.67%
6295-004	Professional Development	\$5,000	\$5,000	\$2,128	\$600	13.64%
6304	Social Activities	\$5,000	\$3,342	\$1,922	-\$1,500	-42.86%
6300	Telephone	\$23,000	\$22,000	\$19,056	\$0	0.00%
	Insurance Appraisal	\$6,000	\$0	\$0	\$6,000	#DIV/0!
	Document Scanning	\$9,500	\$0	\$0	\$0	
	TOTAL ADMINISTRATIVE EXPENSES	\$312,440	\$234,502	\$188,719	-\$94,308	-42.84%
	TOTAL OPERATING EXPENSES	\$2,551,640	\$2,548,268	\$2,465,703	-\$265,284	-9.87%



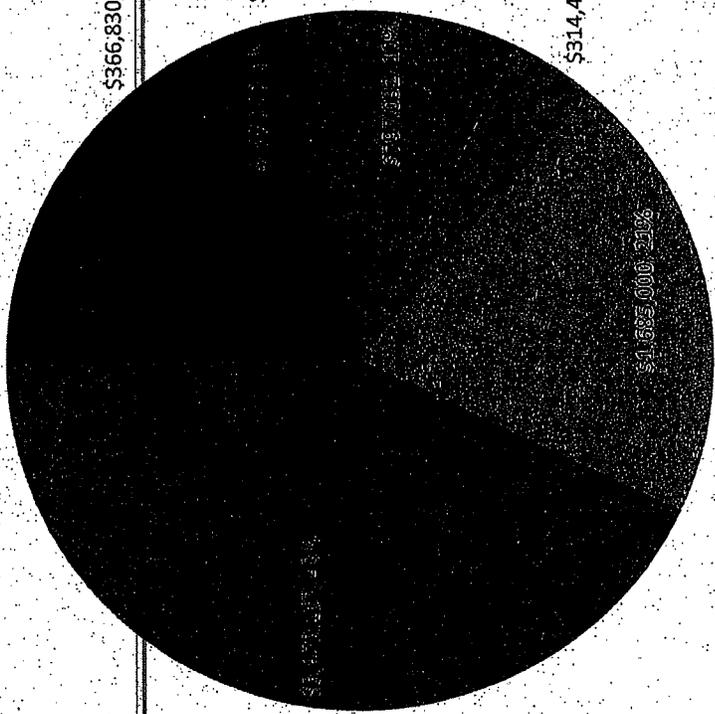
AMERICANA CENTER CONDOMINIUM, INC.

ACCT#	DESCRIPTION:	2019 BUDGET ADOPTED	2018 BUDGET ADOPTED	2018 PROJECTED	2017 ACTUAL UNAUDITED	\$ diff 2019 vs 2018	% diff 2019 vs 2018
7900-001	DEBT SERVICE	\$1,685,000	\$288,000	\$288,000	\$276,615	\$1,397,000	485.07%
	Reserve Loan Principal Contribution	\$1,685,000	\$288,000	\$288,000	\$276,615	\$1,397,000	485.07%
	TOTAL DEBT SERVICE	\$1,685,000	\$288,000	\$288,000	\$276,615	\$1,397,000	485.07%
	RESERVE ACTIVITIES						
8215	Reserve Expenses	\$3,079,167	\$1,244,846	\$1,244,846	\$906,489	\$2,832,678	#REF!
8330-004	Garage Stairwell Enclosures	\$50,000	\$0	\$0	\$0	\$50,000	#REF!
8550-000	Clareatory Dormers at Garden Corridors	\$70,000	\$0	\$0	\$0	\$70,000	#REF!
8330-011	Garage Repair (spralls, routing, cracks)	\$40,000	\$33,616	\$33,616	\$69,061	\$33,616	#REF!
8300-001	Inspect and Tighten Electrical Connections	\$50,000	\$23,744	\$23,744	\$0	\$26,256	#REF!
8261-009	Cooling Tower Screen Walls	\$24,500	\$0	\$0	\$47,464	\$24,500	#REF!
8420-005	Underground Pipe Replacement	\$90,000	\$70,000	\$70,000	\$0	\$20,000	#REF!
8306-000	Energy Management System	\$200,000	\$0	\$0	\$0	\$200,000	#REF!
8305-020	Elevator Doors	\$30,000	\$0	\$0	\$0	\$30,000	#REF!
8424-005	Leak Repairs	\$30,000	\$0	\$0	\$0	\$30,000	#REF!
8270-000	Sealants, Masonry/Concrete Rep. (#118)	\$1,381,667	\$755,000	\$755,000	\$333,420	\$628,247	#REF!
8320-001	Repairs & Balcony (#118)	\$90,000	\$0	\$0	\$0	\$90,000	#REF!
8330-005	Painting Garage	\$32,500	\$10,000	\$10,000	\$7,224	\$25,276	#REF!
8358-001	High-rise Laundry Ductwork/Exhaust (#4)	\$75,000	\$0	\$0	\$0	\$75,000	#REF!
8383	Concrete Curb, Gutters and Sidewalks	\$50,000	\$0	\$0	\$0	\$50,000	#REF!
8257-000	Exterior Doors	\$50,000	\$6,500	\$6,500	\$50,039	\$3,500	#REF!
8415-001	Parking Lot	\$30,000	\$0	\$0	\$0	\$30,000	#REF!
8420-001	Pipe Insulation	\$50,000	\$0	\$0	\$0	\$50,000	#REF!
8424	Plaza Pavers and Walkway	\$200,000	\$0	\$0	\$0	\$200,000	#REF!
8424-005	Plumbing (Biser) and abatement(#4)	\$20,000	\$0	\$0	\$0	\$20,000	#REF!
8305-012	Plumbing Improvement	\$45,000	\$0	\$0	\$0	\$45,000	#REF!
8297-030	Elevator Machine Room HVAC	\$45,000	\$0	\$0	\$0	\$45,000	#REF!
8322-002	Roll-up Doors (garage/loading dock) (#4)	\$20,000	\$0	\$0	\$0	\$20,000	#REF!
8380-000	Fire Alarm System Upgrades	\$40,000	\$0	\$0	\$0	\$40,000	#REF!
8503-002	Mailboxes - Garden	\$160,000	\$120,000	\$120,000	\$98,816	\$31,184	#REF!
8530	Prof Fees	\$65,000	\$19,855	\$19,855	\$1,451	\$63,549	#REF!
8538	Valves/ Backflow	\$94,000	\$0	\$0	\$0	\$94,000	#REF!
8475-020	Common Laundry Room Equipment	\$316,000	\$0	\$0	\$0	\$316,000	#REF!
8300	Roof for #118	\$1,000,000	\$0	\$0	\$0	\$1,000,000	#REF!
	Electrical Inspection	\$1,000,000	\$0	\$0	\$0	\$1,000,000	#REF!
	Rsv Exp - Unit Floor Replacement	\$0	\$0	\$0	\$0	\$0	#REF!
	Rsv Exp - Building Improvement	\$0	\$0	\$0	\$0	\$0	#REF!
	Rsv Exp - Appliance Replacement	\$0	\$0	\$0	\$0	\$0	#REF!
	Rsv Exp - Mechanical Equipment	\$0	\$0	\$0	\$0	\$0	#REF!
	Transfers to Reserve	\$3,791,617	\$1,550,000	\$1,550,000	\$1,328,363	\$2,471,314	#REF!
	NET RESERVE TRANSFERS	\$3,791,617	\$1,550,000	\$1,550,000	\$1,328,363	\$2,471,314	175.03%
	TOTAL OPERATIONS AND RESERVES	\$5,115,816	\$4,081,114	\$4,081,114	\$3,636,787	\$1,484,729	91.44%
	Net Surplus/(Deficit)	\$0	-\$937,785	-\$937,785	-\$56,914	\$0	-100.00%



2019 Budget

- UTILITIES
- CONTRACTS
- MAINTENANCE
- SUPPLIES
- INSURANCE
- PAYROLL & BENEFITS
- TAXES
- ADMINISTRATIVE
- Reserve Loan Principal: Contribution
- Transfer to Reserve



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1. The first part of the document discusses the importance of maintaining accurate records of all transactions. This is essential for ensuring the integrity of the financial statements and for providing a clear audit trail.

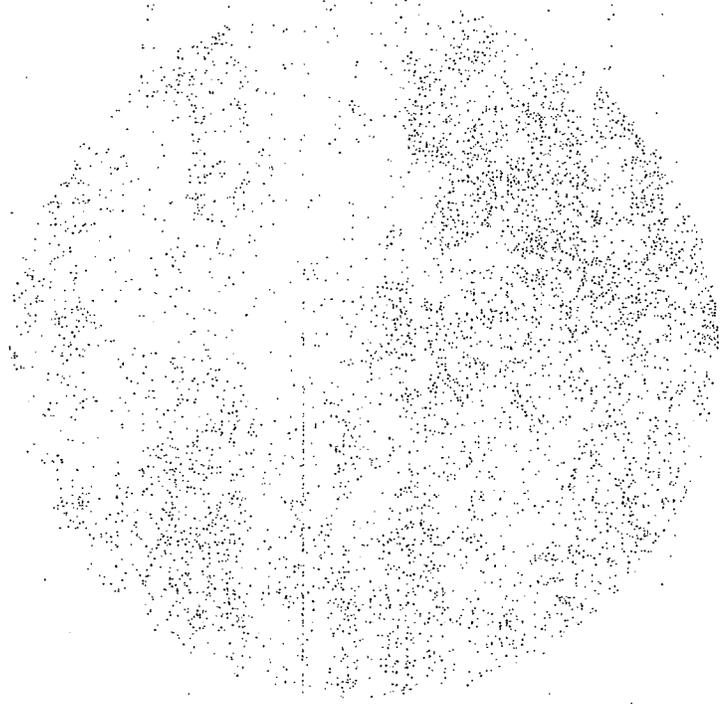
2. The second part of the document outlines the various methods used to collect and analyze data. These methods include direct observation, interviews, and the use of specialized software tools. Each method has its own strengths and limitations, and they are often used in combination to achieve the most comprehensive results.

3. The third part of the document describes the process of identifying and measuring the variables of interest. This involves a careful selection of indicators that are both relevant and reliable, and the development of a consistent measurement protocol.

4. The fourth part of the document details the statistical techniques used to analyze the data. These techniques include descriptive statistics, inferential statistics, and regression analysis. The choice of technique depends on the nature of the data and the research objectives.

5. The fifth part of the document discusses the interpretation of the results and the drawing of conclusions. This is a critical step that requires a deep understanding of the data and the ability to identify meaningful patterns and trends.

6. The sixth part of the document provides a summary of the findings and discusses the implications for practice and policy. It also identifies areas for further research and suggests ways to improve the quality of the data collection and analysis process.



1. The first part of the document discusses the importance of maintaining accurate records of all transactions. This is essential for ensuring the integrity of the financial statements and for providing a clear audit trail.

The following information was obtained from the records of the
 Department of the Interior, Bureau of Land Management, regarding
 the land parcels described herein. The information is being
 provided for your information and is not intended to constitute
 a warranty or representation of any kind. The information is
 based on the records of the Department of the Interior, Bureau
 of Land Management, and is subject to change without notice.
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 change without notice.

AMERICANA CENTRE CONDOMINIUM

Financial Report

JULY 2019



FirstService
RESIDENTIAL

COMMITMENT TO SERVICE SINCE 1971

8701 GEORGIA AVENUE SILVER SPRING, MARYLAND 20910-3713 (301) 495-6600 FAX (301)495-4160

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REPUBLICS OF THE WEST

Group of Islands

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Report: ZRI_BALST6
ENTITY: 650

AMERICANA CENTRE CONDOMINIUM
Balance Sheet
July 31, 2019

Page: 1
Date: 8/21/2019

FirstService
RESIDENTIAL

		ASSETS	
CURRENT ASSETS			
1006-000	CASH OPER ACCT CAP ONE	74,666.51	
1030-000	CASH - PETTY CASH	400.00	
	TOTAL OPERATING FUNDS		<u>75,066.51</u>
RESERVE FUNDS			
1050-400	MORGAN STANLEY SB MMA	2,253.64	
1050-408	MSSB-CERTIFICATES OF DEP.	1,269,042.24	
1050-757	POPULAR BANK-CHECKING	250,146.97	
1050-758	POPULAR BANK-CASH SWEEP	249,352.27	
	TOTAL RESERVE FUNDS		<u>1,770,795.12</u>
ACCOUNTS RECEIVABLE			
1220-000	CONDO FEES RECEIVABLE	169,115.27	
1280-000	OTHER FEES RECEIVABLE	16,166.65	
1289-001	DUE FROM OPER. TO RESERVE	564,055.00	
1295-000	ALLOW. FOR DOUBTFUL ACCTS	(60,369.83)	
	TOTAL ACCOUNTS RECEIV.		<u>698,976.09</u>
	TOTAL CURRENT ASSETS		<u>2,544,837.72</u>
OTHER ASSETS			
1608-000	FUEL INVENTORY	22,100.39	
1625-001	DEFERRED TAX ASSETS	2,206.67	
1645-000	ACCRUED INTEREST RECEIV.	2,341.00	
1650-000	PREPAID INSURANCE	21,345.94	
1653-000	PREPAID EXPENSES	32,710.28	
1692-006	DEFERRED FINANCING FEE	10,150.00	
1693-000	ACCUMULATED AMORTIZATION	(5,754.51)	
	TOTAL OTHER ASSETS		<u>85,099.77</u>
	TOTAL ASSETS		<u>2,629,937.49</u>
		LIABILITIES AND EQUITY	
LIABILITIES			
2100-000	ACCOUNTS PAYABLE	74,658.00	
2120-000	PREPAID CONDO. FEES	82,071.33	
2220-000	FICA ACCRUAL	1,527.00	
2266-000	SECURITY DEPOSIT PAY	5,200.00	
2276-000	INTEREST PAYABLE	10,203.00	
2290-000	ACCOUNTS PAYABLE - OTHERS	220.20	
2405-000	ACCRUED PAYROLL PAYABLE	19,962.00	
2410-000	ACCRUED VACATION LEAVE	5,923.00	
2495-001	DUE TO RESV FR. OPERATING	564,055.00	
	TOTAL CURRENT LIABILITY		<u>763,819.53</u>
LONG TERM LIABILITY			
2605-000	NOTE PAYABLE	615,211.14	
	TOTAL LONG TERM LIAB		<u>615,211.14</u>

Report: ZRI_BALST6
ENTITY: 650

AMERICANA CENTRE CONDOMINIUM
Balance Sheet
July 31, 2019

Page: 2
Date: 8/21/2019

FirstService
RESIDENTIAL

2800-000	OTHER LIABILITIES: CLEARING ACCOUNT	(2,534.00)	
	TOTAL OTHER LIABILITIES		(2,534.00)
	MEMBERS' EQUITY		
	RESERVE EQUITY	1,509,392.62	
4140-000	CURR. YR EXCESS/DEFICIT	169,584.65	
4150-000	UNAPPROP. MEMBERS EQUITY	(425,536.45)	
	TOTAL MEMBERS' EQUITY		1,253,440.82
	TOTAL LIAB & EQUITY		2,629,937.49

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Report: ZRI_STOPWMBG
 ENTITY: 650

AMERICANA CENTRE CONDOMINIUM
Statement of Operations
For the Period Ended July 31, 2019

Page: 1
 Date: 8/21/2019

FirstService

	Current Month		7 Months YTD		Annual
	Actual	Budget	Actual	Budget	Budget
INCOME					
CONDOMINIUM FEES					
5100-000 CONDO. FEE - POTENTIAL	391,785.00	391,754.00	2,742,495.00	2,742,286.00	4,701,056.00
TOTAL CONDO. FEES	391,785.00	391,754.00	2,742,495.00	2,742,286.00	4,701,056.00
PARKING FEES					
5700-000 PARKING FEES-POTENTIAL	2,655.00	3,333.00	28,028.26	23,335.00	40,000.00
TOTAL PARKING FEES	2,655.00	3,333.00	28,028.26	23,335.00	40,000.00
OTHER INCOME					
5810-000 CABLE T.V. FEE	425.00	425.00	2,975.00	2,975.00	5,100.00
5830-000 INTEREST INCOME	167.81	0.00	2,829.60	0.00	0.00
5830-004 INTEREST INCOME-RESERVES	9,706.60	1,250.00	28,297.94	8,750.00	15,000.00
5832-000 IN-UNIT SERVICE	2,599.70	2,916.00	20,909.31	20,420.00	35,000.00
5836-000 LATE FEES	1,083.10	208.00	5,234.50	1,460.00	2,500.00
5844-000 LEGAL FEES	0.00	1,166.00	1,326.00	8,170.00	14,000.00
5848-000 MISCELLANEOUS	874.00	541.00	15,464.27	3,795.00	6,500.00
5850-000 MOVE-IN/MOVE-OUT FEE	1,150.00	1,166.00	10,212.75	8,170.00	14,000.00
5865-000 PRIOR YEAR EXCESS/LOSS	0.00	(3,333.00)	0.00	(23,335.00)	(40,000.00)
5874-000 RENTAL INCOME	3,700.00	3,825.00	14,800.00	26,775.00	45,900.00
5878-000 RESALE PACKAGE FEES	1,950.00	583.00	8,950.00	4,085.00	7,000.00
TOTAL OTHER INCOME	21,646.21	8,747.00	110,999.37	61,265.00	105,000.00
TOTAL INCOME	416,086.21	403,834.00	2,881,522.63	2,826,886.00	4,846,056.00
TRANSFERS					
5990-000 TRANSFERS FROM RESERVE	0.00	422,637.00	337,258.76	2,198,482.00	3,479,167.00
5995-000 TRANSFERS TO RESERVE	(17,158.00)	(17,158.00)	(120,117.00)	(120,117.00)	(205,907.00)
5995-010 TRANSFER RESERVE INTEREST	(9,706.60)	(291.00)	(28,297.94)	(2,045.00)	(3,500.00)
TOTAL TRANSFERS	(26,864.60)	405,188.00	188,843.82	2,076,320.00	3,269,760.00
TOTAL AVAILABLE	389,221.61	809,022.00	3,070,366.45	4,903,206.00	8,115,816.00
EXPENSES					
UTILITIES					
7750-000 ELECTRICITY	47,896.12	75,000.00	198,475.28	228,000.00	350,000.00
7755-000 FUEL - OIL	105.71	0.00	273.55	8,000.00	18,000.00
7760-000 GAS	2,904.62	9,000.00	92,103.87	144,094.00	231,094.00
7780-000 WATER & SEWER	18,833.68	35,000.00	176,822.09	223,000.00	348,000.00
TOTAL UTILITIES	69,740.13	119,000.00	467,674.79	603,094.00	947,094.00

Year	Month	Day	Time	Location	Notes
1950	Jan	1	10:00	...	...
1950	Jan	2	10:00	...	...
1950	Jan	3	10:00	...	...
1950	Jan	4	10:00	...	...
1950	Jan	5	10:00	...	...
1950	Jan	6	10:00	...	...
1950	Jan	7	10:00	...	...
1950	Jan	8	10:00	...	...
1950	Jan	9	10:00	...	...
1950	Jan	10	10:00	...	...
1950	Jan	11	10:00	...	...
1950	Jan	12	10:00	...	...
1950	Jan	13	10:00	...	...
1950	Jan	14	10:00	...	...
1950	Jan	15	10:00	...	...
1950	Jan	16	10:00	...	...
1950	Jan	17	10:00	...	...
1950	Jan	18	10:00	...	...
1950	Jan	19	10:00	...	...
1950	Jan	20	10:00	...	...
1950	Jan	21	10:00	...	...
1950	Jan	22	10:00	...	...
1950	Jan	23	10:00	...	...
1950	Jan	24	10:00	...	...
1950	Jan	25	10:00	...	...
1950	Jan	26	10:00	...	...
1950	Jan	27	10:00
1950	Jan	28	10:00
1950	Jan	29	10:00
1950	Jan	30	10:00
1950	Jan	31	10:00

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 ENTITY: 660

AMERICANA CENTRE CONDOMINIUM
Statement of Operations
For the Period Ended July 31, 2019

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 Date: 8/21/2019

FirstService
 RESIDENTIAL

	Current Month		7 Months YTD		Annual
	Actual	Budget	Actual	Budget	Budget
CONTRACTED SERVICES					
7612-002 BUILDING LINK	0.00	0.00	10,200.00	10,200.00	10,200.00
7612-500 BOILER CONTRACT	1,050.11	1,021.00	7,203.96	7,152.00	12,257.00
7623-000 CLEANING CONTRACT	18,578.78	9,034.00	63,753.73	63,249.00	108,419.00
7645-000 ELEVATOR	2,147.36	2,163.00	15,031.52	15,141.00	25,956.00
7655-000 EXTERMINATING	404.75	429.00	2,669.28	3,005.00	5,150.00
7656-000 EXERCISE ROOM EQUIPMENT	0.00	325.00	789.00	975.00	1,300.00
7657-001 EXHAUST FANS	167.58	167.00	1,173.06	1,176.00	2,011.00
7659-000 FIRE ALARM SYSTEM	0.00	0.00	1,751.20	5,620.00	5,620.00
7662-000 FIRE SPRINKLER SYSTEM	0.00	0.00	2,115.76	2,680.00	2,680.00
7663-000 GROUNDSKEEPING CONTRACT	2,970.50	2,970.00	20,793.50	20,796.00	35,646.00
7664-020 GENERATOR CONTRACT	0.00	1,750.00	0.00	1,750.00	1,750.00
7670-000 HVAC CONTRACT	343.33	343.00	2,654.14	2,405.00	4,120.00
7670-010 AIR CONDITIONING	385.83	385.00	3,194.73	2,705.00	4,630.00
7709-000 POOL CONTRACT	3,661.00	4,394.00	14,791.75	17,576.00	21,970.00
7715-000 REFUSE	8,454.55	7,526.00	58,257.22	52,691.00	90,321.00
7725-000 SNOW REMOVAL	0.00	0.00	8,829.03	14,000.00	15,000.00
7738-000 TREE MAINTENANCE	0.00	0.00	4,720.00	3,600.00	3,600.00
7740-000 UNIFORMS	0.00	233.00	0.00	1,635.00	2,800.00
7745-000 WATER TREATMENT	272.00	833.00	2,057.00	5,835.00	10,000.00
7747-000 WINDOW CLEANING	0.00	0.00	0.00	3,400.00	3,400.00
TOTAL CONTRACTED SERV	38,435.79	31,573.00	219,984.88	235,591.00	366,830.00
REPAIRS & MAINTENANCE					
7115-000 BALCONY REPAIRS	0.00	1,875.00	0.00	13,125.00	22,500.00
7120-000 BUILDING R & M	1,434.90	6,854.00	38,145.25	47,980.00	82,250.00
7155-000 ELECTRICAL R & M	5,675.00	1,833.00	20,425.38	12,835.00	22,000.00
7160-000 ELEVATOR R & M	1,509.00	708.00	11,606.00	4,960.00	8,500.00
7175-000 EXTERMINATING R & M	0.00	83.00	0.00	585.00	1,000.00
7190-000 FLOORS & CARPETING	0.00	333.00	0.00	2,335.00	4,000.00
7201-000 GARAGE DOORS R&M	0.00	416.00	2,599.88	2,920.00	5,000.00
7215-000 HVAC R & M	0.00	2,500.00	17,088.00	17,500.00	30,000.00
7220-000 INSURANCE REIMB/DEDUCT	0.00	0.00	0.00	0.00	40,000.00
7227-000 IRRIGATION	0.00	166.00	0.00	1,170.00	2,000.00
7240-000 LAUNDRY EQUIPMENT R & M	0.00	583.00	0.00	4,085.00	7,000.00
7241-000 LIFE SAFETY SYS-R&M	0.00	1,000.00	23,110.00	7,000.00	12,000.00
7283-001 PLANTS, FLOWERS & DECOR	0.00	2,916.00	2,425.00	20,420.00	35,000.00
7285-000 PLUMBING R & M	1,177.00	2,333.00	(4,842.40)	16,335.00	28,000.00
7287-000 POOL REPAIR & MAINTENANCE	15,751.00	5,000.00	19,523.71	15,000.00	15,000.00
7296-001 REPAIRS-EXTRAORDINARY	0.00	5,833.00	(4,943.14)	40,835.00	70,000.00
7320-000 SIGNS	0.00	291.00	0.00	2,045.00	3,500.00
7348-000 VEHICLE OTHER	0.00	66.00	28.94	470.00	800.00
TOTAL REPAIRS & MAINT	25,546.90	32,790.00	125,166.62	209,600.00	388,550.00
MAINTENANCE SUPPLIES					
7410-000 BUILDING SUPPLIES	1,251.01	1,666.00	30,504.65	11,670.00	20,000.00
7485-000 HVAC SUPPLIES	0.00	791.00	0.00	5,545.00	9,500.00
7490-000 IUS - SUPPLIES	0.00	333.00	0.00	2,335.00	4,000.00
7495-000 JANITORIAL SUPPLIES	544.84	250.00	4,160.50	1,750.00	3,000.00

REPORT OF THE BOARD OF DIRECTORS
 OF THE NATIONAL ASSOCIATION OF REALTORS
 FOR THE YEAR 1964

Item	1964	1963	1962	1961	1960
Assets	\$1,234,567	\$1,123,456	\$1,012,345	\$901,234	\$890,123
Liabilities	\$456,789	\$445,678	\$434,567	\$423,456	\$412,345
Net Assets	\$777,778	\$677,778	\$577,778	\$477,778	\$477,778
Income	\$123,456	\$112,345	\$101,234	\$90,123	\$89,012
Expenses	\$67,890	\$66,789	\$65,678	\$64,567	\$63,456
Net Income	\$55,566	\$45,556	\$35,556	\$25,556	\$25,556
Reserves	\$345,678	\$334,567	\$323,456	\$312,345	\$301,234
Operating Expenses	\$123,456	\$112,345	\$101,234	\$90,123	\$89,012
Administrative Expenses	\$45,678	\$44,567	\$43,456	\$42,345	\$41,234
Professional Fees	\$23,456	\$22,345	\$21,234	\$20,123	\$19,012
Printing and Stationery	\$12,345	\$11,234	\$10,123	\$9,012	\$8,901
Travel	\$6,789	\$6,678	\$6,567	\$6,456	\$6,345
Telephone	\$3,456	\$3,345	\$3,234	\$3,123	\$3,012
Insurance	\$1,234	\$1,123	\$1,012	\$901	\$890
Depreciation	\$1,234	\$1,123	\$1,012	\$901	\$890
Interest	\$1,234	\$1,123	\$1,012	\$901	\$890
Income Taxes	\$1,234	\$1,123	\$1,012	\$901	\$890
Other	\$1,234	\$1,123	\$1,012	\$901	\$890

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AMERICANA CENTRE CONDOMINIUM
Statement of Operations
For the Period Ended July 31, 2019

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 Date: 8/21/2019

FirstService
 RESIDENTIAL

	Current Month		7 Months YTD		Annual
	Actual	Budget	Actual	Budget	Budget
7523-000 MAINTENANCE SUPPLIES	0.00	583.00	0.00	4,085.00	7,000.00
7530-000 PAINTING & DECOR.SUPPLIES	45.70	416.00	6,285.93	2,920.00	5,000.00
7535-000 PLUMBING SUPPLIES	13.17	166.00	729.13	1,170.00	2,000.00
TOTAL MAINT. SUPPLIES	1,854.72	4,205.00	41,680.21	29,475.00	50,500.00
INSURANCE					
6540-000 POLLUTION LIABILITY	215.27	216.00	1,506.89	1,523.00	2,603.00
6545-000 PROPERTY & LIABILITY	6,310.17	6,500.00	44,597.87	45,500.00	78,000.00
6545-007 INSURANCE APPRAISAL	0.00	500.00	0.00	3,500.00	6,000.00
TOTAL INSURANCE	6,525.44	7,216.00	46,104.76	50,523.00	86,603.00
PAYROLL					
TOTAL PAYROLL	57,288.34	65,583.00	390,678.08	459,117.00	797,032.00
TAXES & LICENSES					
6600-001 INCOME TAXES-STATE	0.00	0.00	0.00	0.00	100.00
6600-002 INCOME TAXES-FEDERAL	0.00	0.00	0.00	0.00	500.00
6620-000 REAL ESTATE TAXES	0.00	3,000.00	0.00	3,000.00	6,000.00
TOTAL TAXES & LICENSES	0.00	3,000.00	0.00	3,000.00	6,600.00
ADMINISTRATIVE					
6115-000 AUDIT FEE	0.00	0.00	0.00	9,000.00	9,000.00
6125-000 ADMINISTRATIVE EXPENSE	250.00	500.00	2,629.72	3,500.00	6,000.00
6129-000 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	3,500.00
6130-000 BANK CHARGES	0.00	0.00	289.71	20.00	200.00
6136-000 BOARD EXPENSES	0.00	250.00	466.35	1,750.00	3,000.00
6185-000 CONSULTING FEES	0.00	0.00	1,630.00	5,000.00	5,000.00
6194-501 AMORTIZATION	56.42	83.00	394.94	585.00	1,000.00
6195-000 DUES & SUBSCRIPTIONS	0.00	116.00	0.00	820.00	1,400.00
6233-001 IT SUPPORT	0.00	541.00	1,174.00	3,795.00	6,500.00
6245-000 LEGAL	4,517.96	7,500.00	35,624.80	52,500.00	90,000.00
6246-000 LEGAL-- COLLECTIONS	0.00	1,000.00	10,332.22	7,000.00	12,000.00
6250-000 LICENSES & PERMITS	5,415.49	208.00	5,415.49	1,460.00	2,500.00
6255-000 MANAGEMENT FEES	7,876.00	8,036.00	55,361.00	56,260.00	96,440.00
6265-000 MISCELLANEOUS	3,207.32	333.00	13,640.19	2,335.00	4,000.00
6280-000 OFFICE SUPPLIES	70.84	833.00	1,139.80	5,835.00	10,000.00
6280-001 OFFICE EXPENSES	0.00	0.00	0.00	6,600.00	9,900.00
6285-000 POSTAGE	257.33	416.00	2,227.20	2,920.00	5,000.00
6290-000 PRINTING & DUPLICATING	322.04	833.00	11,434.79	5,835.00	10,000.00

AMERICANA CENTRE CONDOMINIUM
Statement of Operations
For the Period Ended July 31, 2019

FirstService
 RESIDENTIAL

	Current Month		7 Months YTD		Annual
	Actual	Budget	Actual	Budget	Budget
6295-004 PROFESSIONAL DEVELOPMENT	573.00	416.00	1,491.00	2,920.00	5,000.00
6304-000 SOCIAL ACTIVITIES	2,427.38	416.00	2,777.38	2,920.00	5,000.00
6320-000 TELEPHONE	1,746.97	1,916.00	12,729.25	13,420.00	23,000.00
TOTAL ADMINISTRATIVE	26,720.75	23,397.00	158,757.84	184,475.00	308,440.00
TOTAL OPERATING EXPENSES	226,112.07	286,764.00	1,450,047.18	1,774,875.00	2,951,649.00
DEBT SERVICE					
7940-001 LOAN PAYMENT - P & I	23,051.24	140,416.00	161,358.68	982,920.00	1,685,000.00
7940-002 LOAN PAYABLE - PRINCIPAL	116,417.00	0.00	814,919.00	0.00	0.00
TOTAL DEBT SERVICE	139,468.24	140,416.00	976,277.68	982,920.00	1,685,000.00
CAPITAL IMPROVEMENTS					
8215-000 ASBESTOS ABATEMENT	0.00	4,166.00	0.00	29,170.00	50,000.00
8261-009 COOLING TOWER SCREEN WALL	0.00	45,000.00	0.00	245,000.00	245,000.00
8297-000 DOORS	0.00	0.00	0.00	0.00	5,000.00
8297-030 DOORS-GARAGE-MIDRISE	0.00	0.00	0.00	44,000.00	44,000.00
8300-001 ELECTRICAL CABLES	0.00	0.00	0.00	0.00	20,000.00
8305-012 ELEVATOR HVAC UNITS	0.00	0.00	0.00	20,000.00	20,000.00
8305-020 ELEVATOR DOOR REPLACEMENT	0.00	25,000.00	0.00	50,000.00	200,000.00
8320-001 FACADE	0.00	115,138.00	159,322.50	805,977.00	1,381,667.00
8322-002 FIRE ALARM	0.00	0.00	0.00	20,000.00	20,000.00
8330-004 GARAGE FENCE	0.00	0.00	0.00	20,000.00	20,000.00
8330-005 GARAGE REPAINTING	0.00	0.00	0.00	0.00	90,000.00
8330-011 GARAGE LEAK REPAIRS	0.00	0.00	0.00	50,000.00	50,000.00
8358-000 LAUNDRY EQUIPMENT	0.00	0.00	0.00	94,000.00	94,000.00
8358-001 LAUNDRY ROOM EXHAUST FANS	0.00	40,000.00	0.00	100,000.00	121,500.00
8380-000 MAIL BOXES	0.00	0.00	0.00	42,000.00	42,000.00
8383-000 MASONRY REPAIRS	0.00	25,000.00	0.00	25,000.00	75,000.00
8415-001 PARKING LOT/DRIVEWAY	0.00	0.00	0.00	30,000.00	30,000.00
8420-005 PIPE REPLACEMENT PROJECT	0.00	0.00	0.00	0.00	90,000.00
8423-001 PLAZA DECK RESTORATION	0.00	0.00	0.00	0.00	50,000.00
8424-000 PLUMBING IMPROVEMENT	0.00	50,000.00	17,159.00	200,000.00	200,000.00
8424-005 PLUMBING REPAIRS	0.00	0.00	139,994.39	0.00	50,000.00
8475-020 ROOF MEMBRANE REPLACEMENT	0.00	50,000.00	0.00	225,000.00	316,000.00
8503-002 STRUCTURE-PROF. FEES	0.00	13,333.00	157,981.05	93,335.00	160,000.00
8530-000 VALVES	0.00	35,000.00	0.00	65,000.00	65,000.00
8550-000 WINDOW REPLACEMENT	0.00	20,000.00	0.00	40,000.00	40,000.00
TOTAL CAPITAL IMPROVEMENTS	0.00	422,637.00	474,456.94	2,198,482.00	3,479,167.00
TOTAL EXPENSES	365,580.31	849,817.00	2,900,781.80	4,956,277.00	8,115,816.00
CASH FLOW	23,641.30	(40,795.00)	169,584.65	(53,071.00)	0.00

MEMORANDUM FOR THE DIRECTOR

DATE: 10/15/54

TO: THE DIRECTOR

SUBJECT: [Illegible]

[Illegible text]

AMERICANA CENTRE CONDOMINIUM, INC.

**FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

FOR THE YEAR ENDED DECEMBER 31, 2017

**(WITH SUMMARIZED FINANCIAL INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2016)**

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DALY, HAMAD & ASSOCIATES, P.L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS
MEMBERS, AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
AMERICANA CENTRE CONDOMINIUM, INC.

Report on the Financial Statements

We have audited the accompanying financial statements of Americana Centre Condominium, Inc., which comprise the balance sheet as of December 31, 2017, and the related statements of revenues and expenses, changes in members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Americana Centre Condominium, Inc. as of December 31, 2017, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter Regarding Undesignated Deficit

As of December 31, 2017, the Association has a cumulative operational deficit of \$541,813. In order for the Association to maintain financial stability, it must collect sufficient funds from its members to adequately fund its operational needs and replacement reserves.

Report on Summarized Comparative Information

We have previously audited Americana Centre Condominium, Inc.'s 2016 financial statements, and our report dated June 7, 2017, expressed an unmodified opinion on those financial statements, except for emphasis of matter regarding undesignated deficit. In our opinion, the summarized comparative information presented herein, as of, and for the year ended December 31, 2016, is consistent, in all material respects, with the audited financial statements from which it was derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The schedules reflected on pages 15 and 16 are presented for the purpose of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of the Association and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Report on Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the information on future major repairs and replacements on page 17 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Daly, Hamad & Associates P.C.

DALY, HAMAD & ASSOCIATES, P.L.L.C.
May 23, 2019

AMERICANA CENTRE CONDOMINIUM, INC.

BALANCE SHEET

FOR THE YEAR ENDED DECEMBER 31, 2017
(WITH COMPARATIVE TOTALS FOR DECEMBER 31, 2016)

ASSETS

	December 31, 2017			December 31, 2016
	Operating Fund	Replacement Fund	Total	Total
ASSETS				
Cash - Operating	\$ 185,185	\$ -	\$ 185,185	\$ 66,956
Cash and Cash Equivalents - Savings		1,888,204	1,888,204	1,511,899
Assessments Receivable - Net	64,917		64,917	74,070
Interest Receivable		6,216	6,216	253
Prepaid Expenses	14,226		14,226	15,098
Fuel Inventory	22,100		22,100	16,523
Equipment - Net				-
Loan Origination Fees - Net	5,411		5,411	6,088
Other Assets	2,207		2,207	3,311
Due From Operating Fund		564,055	564,055	463,003
TOTAL ASSETS	\$ 294,046	\$ 2,458,475	\$ 2,752,521	\$ 2,157,201

LIABILITIES AND MEMBERS' EQUITY

LIABILITIES

Accounts Payable and Accrued Expenses	\$ 162,063	\$ 244,884	\$ 406,947	\$ 199,380
Accrued Payroll Expenses	26,335		26,335	27,564
Accrued Interest Expense	10,203		10,203	11,111
Prepaid Assessments	61,778		61,778	98,988
Security Deposits	3,350		3,350	3,350
Deferred Cable Revenue	8,075		8,075	13,175
Note Payable	1,692,645		1,692,645	1,843,271
Due to Reserve Fund	564,055		564,055	463,003
Total Liabilities	2,528,504	244,884	2,773,388	2,659,842

MEMBERS' EQUITY

Funds Designated for Future Repairs and Replacements		2,213,591	2,213,591	1,910,722
Special Project Fund/(Deficit)	(1,692,645)		(1,692,645)	(1,843,271)
Undesignated Equity/(Deficit)	(541,813)		(541,813)	(570,092)
TOTAL MEMBERS' EQUITY	(2,234,458)	2,213,591	(20,867)	(502,641)
TOTAL LIABILITIES AND MEMBERS' EQUITY	\$ 294,046	\$ 2,458,475	\$ 2,752,521	\$ 2,157,201

AMERICANA CENTRE CONDOMINIUM, INC.

STATEMENT OF REVENUES AND EXPENSES

**FOR THE YEAR ENDED DECEMBER 31, 2017
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED DECEMBER 31, 2016)**

	Year Ended			December 31, 2016
	December 31, 2017		Total	
	Operating Fund	Replacement Fund		
REVENUES				
Member Assessments	\$ 2,618,581	\$ 1,328,363	\$ 3,946,944	\$ 3,495,780
Rental Income	41,700		41,700	39,425
In-Unit Service Income	34,129		34,129	48,030
Parking Fees	41,519		41,519	-
Interest Income	-	22,951	22,951	4,567
Other Income	46,968	-	46,968	56,613
TOTAL REVENUES	2,782,897	1,351,314	4,134,211	3,644,415
Less: Assessments and Interest to Reserves		(1,351,314)	(1,351,314)	(904,567)
Assessments to Loan Principal	(150,626)		(150,626)	(139,963)
REVENUES AVAILABLE FOR OPERATIONS	2,632,271	-	2,632,271	2,599,885
EXPENSES				
Utilities	870,983		870,983	807,359
Staff Payroll	599,840		599,840	669,243
Repairs and Maintenance	282,928		282,928	245,019
Payroll Expenses and Benefits	138,506		138,506	155,084
Interest Expense	125,081		125,081	135,808
Janitorial Contract	105,612		105,612	101,170
Management Fees	90,612		90,612	88,257
Trash Removal	88,361		88,361	94,108
Insurance and Insurance Deductible	77,962		77,962	72,157
Administrative and Other Expenses	46,102		46,102	65,779
Legal and Audit	42,078		42,078	71,515
Elevator Contract and Repairs	39,146		39,146	40,660
Grounds Contract and Landscaping	26,197		26,197	19,884
Telephone	20,256		20,256	23,736
Pool Contract and Repairs	16,020		16,020	20,150
Snow Removal	10,728		10,728	15,807
Bad Debts	8,792		8,792	-
Water Treatment	6,054		6,054	6,054
Life Safety and Security Systems	5,047		5,047	35,188
Consultant Fees	2,583		2,583	2,000
Income Taxes	1,104		1,104	1,103
TOTAL EXPENSES	2,603,992	-	2,603,992	2,670,081
EXCESS/(DEFICIT) OF REVENUES OVER EXPENSES	\$ 28,279	\$ -	\$ 28,279	\$ (70,196)

AMERICANA CENTRE CONDOMINIUM, INC.

STATEMENT OF CHANGES IN MEMBERS' EQUITY

FOR THE YEAR ENDED DECEMBER 31, 2017

(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED DECEMBER 31, 2016)

	Special Project Fund (Deficit)	Designated for Future Repairs and Replacements	Undesignated Equity/ (Deficit)	Total
Members' Equity - December 31, 2015 Unaudited	\$ (1,983,234)	\$ 1,785,626	\$ (499,896)	\$ (697,504)
(Deficit) of Revenues Over Expenses			(70,196)	(70,196)
Assessments to Reserves		900,000		900,000
Interest Income to Reserves		4,567		4,567
Reserves Expenditures		(779,471)		(779,471)
Assessments for Loan Principal	139,963			139,963
Members' Equity - December 31, 2016	(1,843,271)	1,910,722	(570,092)	(502,641)
Excess of Revenues Over Expenses			28,279	28,279
Assessments to Reserves		1,328,363		1,328,363
Interest Income to Reserves		22,951		22,951
Reserves Expenditures		(1,048,445)		(1,048,445)
Assessments for Loan Principal	150,626			150,626
Members' Equity - December 31, 2017	\$ (1,692,645)	\$ 2,213,591	\$ (541,813)	\$ (20,867)

AMERICANA CENTRE CONDOMINIUM, INC.

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2017

(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED DECEMBER 31, 2016)

	<u>Year Ended December 31,</u>	
	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Excess/(Deficit) of Revenues Over Expenses	\$ 28,279	\$ (70,196)
Amortization	677	677
Adjustments to Reconcile Excess/(Deficit) Revenues Over Expenses to Net Cash Provided by Operating Activities:		
Assessments Collected for Reserves	1,328,363	900,000
Assessments Collected for Loan Principal	150,626	139,963
Interest Income to Reserves	22,951	4,567
Reserve Expenditures	(1,048,445)	(779,471)
Change in:		
Assessments Receivable - Net	9,153	15,929
Interest Receivable	(5,963)	(253)
Prepaid Expenses	872	8,472
Fuel Inventory	(5,577)	(2,011)
Other Assets	1,104	1,103
Accounts Payable and Accrued Expenses	207,567	50,673
Accrued Payroll Expenses	(1,229)	941
Accrued Interest Expense	(908)	(844)
Prepaid Assessments	(37,210)	30,352
Security Deposits		50
Deferred Cable Revenue	(5,100)	(5,100)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>645,160</u>	<u>294,852</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal Payments on Note Payable	(150,626)	(139,963)
NET INCREASE IN CASH	494,534	154,889
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>1,578,855</u>	<u>1,423,966</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 2,073,389</u>	<u>\$ 1,578,855</u>
SUMMARY OF CASH ACCOUNTS:		
Cash - Operating	\$ 185,185	\$ 66,956
Cash and Cash Equivalents - Savings	1,888,204	1,511,899
	<u>\$ 2,073,389</u>	<u>\$ 1,578,855</u>
SUPPLEMENTAL DISCLOSURES		
Income Taxes Paid	\$ -	\$ -
Cash Paid for Interest Expense	\$ 125,989	\$ 124,697

AMERICANA CENTRE CONDOMINIUM, INC.

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED
DECEMBER 31, 2017

NOTE 1 – NATURE OF ORGANIZATION

Americana Centre Condominium, Inc. (the Association), was organized in September 1972 under the laws of the State of Maryland to maintain and preserve the common property of the Association. The Association is located in Rockville, Maryland and consists of 423 units comprised of 287 units in two high-rise buildings, 124 units in 21 garden-style buildings and 12 townhouse structures. In addition, the Association owns 2 rental units. Amenities include pool, sauna, multi-purpose community room, fitness center, underground garage and street level parking inside the community, security and closed-circuit television, 24-hour reception desk, on-site management and maintenance staff. The Association's Board of Directors administers the condominium operations.

NOTE 2 – DATE OF MANAGEMENT'S REVIEW

In preparing the financial statements, the Association has evaluated events and transactions for potential recognition or disclosure through May 23, 2019, the date that the financial statements were available to be issued.

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES

Method of Presentation

The financial statements are prepared using the accrual method of accounting in accordance with generally accepted accounting principles. Under this basis, revenue is recognized when earned and expenses are recognized when incurred.

Fund Accounting

Financial resources are classified for accounting and reporting purposes in the following funds established according to their nature and purpose:

Operating Fund – this fund is used to account for financial resources available for the general operations of the Association.

Replacement Fund – This fund is used to accumulate financial resources designated for future major repairs and replacements.

Member Assessments

The Association members are subject to monthly assessments to provide funds for the Association's operating expenses, future capital acquisitions and major repairs and replacements. The Association's policy is to retain legal counsel and place liens, where appropriate, on the units of the members whose assessments are delinquent. Any excess assessments at year-end are retained by the Association for use in future years.

Common Property

Real property and related improvements to such property are not recorded in the Association's financial statements because those properties are owned by the individual unit owners in common and cannot be disposed of at the discretion of the Board of Directors. Common property includes, but is not limited to, land, exterior structures, mechanical equipment and recreational facilities.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES (CONTINUED)

Fuel Oil

The Association maintains fuel oil inventory for heating purposes. The fuel oil inventory is valued using the first-in-first-out (FIFO) method of inventory valuation.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Association includes all cash accounts, which are not subject to withdrawal restrictions or significant penalties, as cash and cash equivalents on the accompanying balance sheet.

Fair Value of Financial Instruments

The Association currently does not measure any of its assets or liabilities at fair value and is not required under accounting principles generally accepted in the United States of America to disclose the fair value of its financial instruments.

Investments

The Association follows FASB ASC 958-320. Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statements of revenues and expenses. Unrealized gains and losses, if any, are included in other comprehensive income and statement of changes in fund balance.

Depreciation

Depreciation on equipment is computed on a straight-line basis over the estimated useful life of the assets.

Amortization

The Association's loan origination fees are being amortized over the term of the mortgage using the straight line method.

AMERICANA CENTRE CONDOMINIUM, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017

NOTE 4 – INCOME TAXES

The Association may elect annually to be taxed either as a homeowner's association or as a regular corporation. For the year ended December 31, 2017, the Association was taxed as a regular corporation and filed Form 1120. As a regular corporation, membership income is exempt from taxation if certain elections are made, and the Association is taxed only on its non-membership income, such as interest earnings, at regular federal and state corporate rates.

The Association's federal and state income tax returns are generally subject to examination by taxing authorities for three years after returns are filed, and the Association's federal and state income tax returns for 2014, 2015 and 2016 remain open to examination.

NOTE 5 – CASH AND CASH INVESTMENTS

As of December 31, 2017 and 2016, the Association maintained its funds in the following manner:

	Account Type	December 31,	
		2017	2016
Operating Fund			
BB&T	Checking	\$ 184,785	\$ 66,556
Petty Cash	Imprest	400	400
		<u>\$ 185,185</u>	<u>\$ 66,956</u>
Reserve Fund			
Morgan Stanley	MMkt	\$ 154,544	\$ 189,611
Morgan Stanley	CD(27)	1,064,700	200,951
Popular Community Bank	Checking	250,129	250,133
Popular Community Bank	Sweep	418,831	871,204
		<u>\$ 1,888,204</u>	<u>\$ 1,511,899</u>

NOTE 6 – ASSESSMENTS RECEIVABLE – NET

The Association provides an allowance for losses on assessments receivable based on a review of the current status of existing receivables and management's evaluation of periodic aging of accounts. Under the allowance method, collection efforts may continue and the recovery of amounts previously written off is recognized as income in the year of collection.

	December 31,	
	2017	2016
Assessments Receivable - Homeowners	\$ 115,277	\$ 115,650
Less: Allowance for Doubtful Accounts	(50,360)	(41,580)
	<u>\$ 64,917</u>	<u>\$ 74,070</u>

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017

NOTE 7 – EQUIPMENT - NET

The Association capitalized the cost of dryers, washers and a copier. This equipment was depreciated over an estimated useful life of three to five years using the straight-line method.

	December 31,	
	2017	2016
Cost Basis	\$ 72,340	\$ 72,340
Less: Accumulated Depreciation	(72,340)	(72,340)
Net	<u>\$ -</u>	<u>\$ -</u>

NOTE 8 – LOAN ORIGINATION FEES - NET

Loan fees were paid when the Association obtained a loan from Popular Association Bank in 2010. These loan fees are being amortized on a straight-line basis over the fifteen year term of the loan.

	December 31,	
	2017	2016
Loan Origination Fees	\$ 10,150	\$ 10,150
Less: Accumulated Depreciation	(4,739)	(4,062)
Loan Origination Fees - Net	<u>\$ 5,411</u>	<u>\$ 6,088</u>

NOTE 9 - DEFERRED CABLE INCOME

The Association signed a 10-year cable contract beginning July 31, 2009 and ending July 31, 2019. The contract allows the cable company to construct the telecommunications facilities and provide services to residents. As part of the agreement, the Association received a \$51,000 marketing assistant fee. This fee is being amortized over the life of the contract and was recorded as deferred cable income. During 2017 and 2016, \$5,100 and \$5,100, respectively, was recognized as income to the Association. As of December 31, 2017 and 2016, \$8,075 and \$13,175, respectively, was remaining of the deferred cable income.

NOTE 10 - CONCENTRATIONS OF CREDIT RISK

Financial instruments which potentially subject the Association to concentrations of credit risk consist of cash in checking and money market accounts. The Association maintains its cash in commercial banks that are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000.

The Association has amounts on deposit with banks which at times may exceed the insured threshold. As of December 31, 2017, the Association's cash balances exceeded federally insured limits by \$418,960.

AMERICANA CENTRE CONDOMINIUM, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017

NOTE 11 – INTER-FUND LOANS

As of December 31, 2017 and 2016, the operating fund owed \$564,055 and \$463,003, respectively, to the reserve fund. Inter-fund transactions between the operating and reserve funds during 2017 are as follows:

	<u>Operating Fund</u>	<u>Reserve Fund</u>
2017 Reserve Assessments Collected by the Operating Fund and Due to the Reserve Fund	\$ (101,052)	\$ 101,052
Balance at December 31, 2016	<u>(463,003)</u>	<u>463,003</u>
Balance at December 31, 2017	<u>\$ (564,055)</u>	<u>\$ 564,055</u>

NOTE 12 – FUTURE MAJOR REPAIRS AND REPLACEMENTS

The Association's governing documents require funds to be accumulated for future major repairs and replacements. Accumulated funds (including interest receivable), which aggregate \$1,894,420 and \$1,512,152 at December 31, 2017 and 2016, respectively, are held in separate cash/investment accounts and are generally not available for operating purposes.

The Association engaged an engineering firm to conduct a study during February 2017 to estimate the remaining useful lives and the replacement costs of the common property components. The Association is funding for such major repairs and replacements over the estimated useful lives of the components based on the study's estimates of replacement costs, considering amounts previously designated for future repairs and replacements. Actual expenditures, however, may vary from the estimated amounts and the variations may be material. Therefore, amounts designated for future repairs and replacements may not be adequate to meet future needs. If additional funds are needed, the Association's Board of Directors has the right to increase regular assessments or levy special assessments, or it may delay major repairs and replacements until funds are available.

During 2017 and 2016, the Association budgeted assessments to replacement reserves of \$1,328,363 and \$900,000, respectively. In addition, the Association contributed investment income to reserves of \$22,951 and \$4,567 for 2017 and 2016, respectively. The updated reserve study conducted in May 2017 recommended the Association increase the reserve contribution to \$1,368,214 for 2018.

As of December 31, 2017 and 2016, the Association had designated \$2,213,591 and \$1,910,722, respectively, for replacement reserves. The designated reserves of \$2,213,591 were not fully funded at year-end due to an undesignated members' deficit balance at December 31, 2017.

AMERICANA CENTRE CONDOMINIUM, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017

NOTE 12 – FUTURE MAJOR REPAIRS AND REPLACEMENTS (CONTINUED)

During 2017 and 2016, the Association incurred the following reserve expenditures:

	<u>December 31,</u>	
	<u>2017</u>	<u>2016</u>
Façade	\$ 495,396	\$ 56,896
Retaining Wall	136,360	268,297
Plumbing	124,574	69,135
Structure Professional Fees	98,816	103,648
Chiller Overhaul	69,061	-
Parking Lot/Driveway	50,039	11,575
Cooling Towers	47,464	14,455
Electrical	16,160	-
Laundry Equipment	7,224	-
Reserve Study	1,450	1,540
Pool	450	2,310
Roof	-	183,776
Exercise Room and Fitness Equipment	-	37,630
Exterior Ceiling	-	13,177
Boiler	-	4,914
Valves	-	2,721
Exhaust Fans	-	5,781
Other	1,451	3,616
	<u>\$1,048,445</u>	<u>\$779,471</u>

NOTE 13 – UNDESIGNATED MEMBERS' (DEFICIT)

Undesignated members' (deficit) is the Association's accumulated operating income/(loss) from inception until the balance sheet date. As of December 31, 2017, undesignated members' (deficit) was (\$541,813) due to recurring operating losses.

NOTE 14 – NOTE PAYABLE

During 2010, the Association secured a draw note from Popular Association Bank of up to \$2,500,000 for garage and plaza deck/slab renovation, demolition, masonry, waterproofing, and plaza updates. Of the amount available, the Association borrowed \$2,499,662 during 2011. The loan is collateralized by a first security interest on all assets of the Association including all common elements, reserve accounts and an assignment of monthly dues and future assessments.

AMERICANA CENTRE CONDOMINIUM, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017

NOTE 14 - NOTE PAYABLE (CONTINUED)

The terms of the note call for monthly payments of \$23,051, consisting of principal and interest at 7%, with principal amounts for the next five years as follows:

2018	\$	161,690
2019		173,546
2020		185,999
2021		199,910
2022 and thereafter		971,500
Total	\$	<u>1,692,645</u>

NOTE 15 - SPECIAL PROJECT FUND (DEFICIT)

During 2011, the Association received proceeds of \$2,500,000 from Popular Bank for the purpose of renovating the garage and plaza. The \$2,500,000 cost incurred for the renovation project was coded to the special project fund. As of December 31, 2017, the special project fund had a (deficit) balance of (\$1,692,645). The deficit balance will be reduced as assessments designated for the special project fund are collected for the purpose of making future loan principal curtailments of \$1,692,645 during 2018-2026.

Special Projects Expenditures - Cumulative		\$ (2,500,000)
Less: Assessments Collected for Loan Principal Payments:		
2011-2016	\$ 656,729	
2017	<u>150,626</u>	<u>807,355</u>
		<u>\$ (1,692,645)</u>

NOTE 16 - LITIGATION

During January 2016, the Association amicably resolved all disputes relating to a lawsuit, to each party's satisfaction.

AMERICANA CENTRE CONDOMINIUM, INC.

SUPPLEMENTARY INFORMATION ON SCHEDULES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017

The schedules of other income and expenses supporting the Statement of Revenues and Expenses on page 4 are as follows:

	For the Year Ended December 31,	
	2017	2016
OTHER INCOME:		
Move-In/Out Fee	\$ 11,830	\$ 13,585
Other Fees	10,400	6,175
Late Fees	8,403	15,634
Resale Packages	7,050	5,886
Cable Fees	5,100	5,100
Legal Fees	4,185	5,520
Bad Debt Recovery Income	-	4,713
	<u>\$ 46,968</u>	<u>\$ 56,613</u>

UTILITIES:		
Electricity	\$ 368,438	\$ 340,495
Water and Sewer	346,212	336,115
Gas	150,672	130,749
Fuel	5,661	-
	<u>\$ 870,983</u>	<u>\$ 807,359</u>

AMERICANA CENTRE CONDOMINIUM, INC.

SUPPLEMENTARY INFORMATION ON

SCHEDULE OF ACTUAL REVENUES AND EXPENSES COMPARED TO OPERATING BUDGET

DECEMBER 31, 2017

	<u>2017 ACTUAL</u>	<u>2017 BUDGET</u>	<u>FAVORABLE (UNFAVORABLE) VARIANCE</u>
REVENUES			
Member Assessments	\$ 3,946,944	\$ 3,946,030	\$ 914
Rental Income	41,700	42,300	(600)
In-Unit Service Income	34,129	30,000	4,129
Parking Fees	41,519	40,920	599
Interest Income	22,951	3,500	19,451
Other Income	46,968	26,600	20,368
TOTAL REVENUES	4,134,211	4,089,350	44,861
Less: Assessments and Interest to Reserves	(1,351,314)	(1,331,863)	(19,451)
Assessments to Loan Principal	(150,626)	(162,919)	12,293
REVENUES AVAILABLE FOR OPERATIONS	2,632,271	2,594,568	37,703
EXPENSES			
Staff Payroll	599,840	620,130	20,290
Electricity	368,438	302,132	(66,306)
Water and Sewer	346,212	288,069	(58,143)
Repairs and Maintenance	282,928	412,261	129,333
Gas	150,672	117,063	(33,609)
Payroll Expenses and Benefits	138,506	110,972	(27,534)
Interest Expense	125,081	125,081	-
Janitorial Contract	105,612	105,612	-
Management Fees	90,612	90,905	293
Trash Removal	88,361	85,836	(2,525)
Insurance and Insurance Deductible	77,962	94,603	16,641
Administrative and Other Expenses	46,102	54,000	7,898
Legal and Audit	42,078	47,500	5,422
Elevator Contract and Repairs	39,146	28,600	(10,546)
Grounds Contract and Landscaping	26,197	24,884	(1,313)
Telephone	20,256	23,000	2,744
Pool Contract and Repairs	16,020	16,020	-
Snow Removal	10,728	15,000	4,272
Bad Debts	8,792	3,500	(5,292)
Water Treatment	6,054	5,500	(554)
Fuel	5,661	10,000	4,339
Life Safety and Security Systems	5,047	8,300	3,253
Consultant Fees	2,583	5,000	2,417
Income Taxes	1,104	600	(504)
TOTAL EXPENSES	2,603,992	2,594,568	(9,424)
EXCESS OF REVENUES OVER EXPENSES	\$ 28,279	\$ -	\$ 28,279

AMERICANA CENTRE CONDOMINIUM, INC.

SUPPLEMENTARY INFORMATION ON FUTURE MAJOR REPAIRS AND REPLACEMENTS (UNAUDITED)

DECEMBER 31, 2017

The Association had a replacement reserve study conducted by an engineering firm during 2017 to estimate the replacement costs of the common property components. Replacement costs were based on the estimated costs to repair or replace the common property components at the date of the study. Estimated replacement costs have not been revised since that date and do not take into account the effects of inflation between the date of the study and the date that the components will require repair or replacement.

The following information is based on the 2017 study and presents significant information about the components of common property.

<u>Components</u>	<u>Normal Useful Lives (Yrs.)</u>	<u>2017 Estimated Replacement Costs</u>
Building Exteriors	5-25	\$ 7,368,000
Mechanical	5-40	3,168,000
Roofs	10-25	1,920,500
Site Items	5-20	1,129,500
Fire and Safety	10-30	755,000
Electrical	2-30	545,000
Elevators	20-25	492,000
Building Interior	10-20	455,000
Laundry Room Equipment	15	162,000
Swimming Pool	8-30	161,000
Access System	20	150,000
Garages	7-10	130,000
Plumbing	5-20	120,000
Trash Compactors and Chutes	15-50	80,000
Mailboxes	20-30	62,000
Security Equipment Allowance	5	30,000
Reserve Study Update	5	5,000
TOTALS		<u><u>\$ 16,733,000</u></u>

Americana Centre Condominium

118 MONROE STREET/ROCKVILLE, MD 20850

PHONE (301) 340-0700

MEMORANDUM

To: Americana Centre Residents and Owners

From: Stephen C. Butler, General Manager
Marty Jimenez, Chief Engineer

Date: July 12, 1996

Re: Resident Notification of Asbestos-Containing Materials

Several months ago, Consolidated Engineering Services, Inc. was retained by the Board of Directors to perform an asbestos survey of the community. Based on the results of the bulk sample analyses, it was determined that asbestos was detected in the following materials:

- * Spray-applied ceiling decorative application (high-rise units and hallways only)
- * Window caulking
- * Vinyl floor tiling (original tiles)
- * Boiler tank and breeching insulation
- * Waterproofing sealant
- * Troweled-on-end-caps
- * Pipe insulation

The areas of primary concern to the residents in the high-rise buildings are the decorative ceiling spray (also referred to as the popcorn ceiling spray) and the original floor tiles that may be present in any of the units in the community. Since asbestos was a widely used component of many building materials until the mid-70's, it is not unusual for asbestos to be present in residential high-rise properties or private homes. Moreover, the presence of asbestos does not necessarily mean that the health of the occupants is endangered. Asbestos fibers present a serious health hazard only when they become airborne after being released from the material in which they are bound.

Since asbestos can be disturbed during routine maintenance or repair work, management has implemented an Operations and Maintenance (O&M) Program for managing the asbestos-containing materials. One aim of the O&M Program is to ensure that asbestos is not released into occupied areas of the property during routine maintenance, renovation or other activities. You can help achieve this objective by not disturbing asbestos-containing materials (such as the decorative spray) yourself and by notifying your contractors who plan to do work in your unit.

Page Two-

As asbestos is contained on the property, I have attached to this memorandum for your review, Section 5 of the O&M Manual for the property. Our Chief Engineer, Marty Jimenez, is the O&M Program Coordinator and I am your substitute Coordinator. You are welcome to contact either Marty or myself for further information, or to make an appointment to visit my office to review the O&M Program files.

Glossary:

ACM - asbestos containing material

NON-ACM - non-asbestos containing material

Friable - materials that will crush or powderize under hand pressure, i.e. insulation

Non-Friable - the opposite of friable, i.e. floor tile, caulking

5.0 INVENTORY OF ACBM ON THE PROPERTY

A number of materials on the property contain asbestos. Section 5.1 identifies locations of the materials, describes their friability, and provides direction on periodic surveillance and labelling. The preventive measures and response actions detail procedures to prevent the disturbance of ACBM.

Appendix B outlines procedures for cleaning if friable asbestos-containing materials are damaged. Specific O&M procedures for the repair and maintenance of all types of ACBM identified on the property are found in Appendix H. A more complete list of O&M Work Practices can be found in a publication from the National Institute of Building Sciences called Guidance Manual: Asbestos Operations and Maintenance Work Practices, September 1992.

The procedures outlined in Appendix B and Appendix H have been developed only to provide guidance to the Asbestos Program Coordinator and Engineering Staff when consulting with asbestos abatement personnel, who would perform all work on ACBM within the property. Company policy prohibits employees from performing these procedures.

5.1 Material Type, Friability, Locations, Preventive Measures and Recommendations for ACBM

MATERIAL TYPE:	Thermal System Insulation
FRIABLE OR NONFRIABLE:	Friable
DESCRIPTION:	Troweled-On End Caps
LOCATION:	Garden Apartment Trash Rooms and Storage Room #1 in High Rise 118
FRIABLE OR NONFRIABLE:	Friable
DESCRIPTION:	Boiler Breeching Insulation
LOCATION:	Boiler Room - High Rise 118
FRIABLE OR NONFRIABLE:	Friable
DESCRIPTION:	Insulation On Water Tank Above the Condensate Return Tank
LOCATION:	Boiler Room - High Rise 118

RECOMMENDATIONS AND PREVENTIVE MEASURES:

Repair or removal of the material must be performed by qualified personnel. These materials may be present elsewhere in the facility. If the materials are presumed to contain asbestos, sampling to confirm the asbestos content should take place by licensed personnel before the material is disturbed. The analysis should be performed by an accredited laboratory using Polarized Light Microscopy.

PERIODIC SURVEILLANCE: See Section 4.4.
LABELING: See Section 4.1
RESTRICTED ACTIVITIES: Engineering staff must avoid activities that will damage material.

- Do NOT cut, saw, sand, abrade or drill the material.
- Do NOT damage intact material.
- Do NOT use an ordinary vacuum or dry sweeper to clean up debris.
- Do NOT cause or create excessive air movement.

MATERIAL TYPE: Surfacing Materials

FRIABLE OR NONFRIABLE: Friable
DESCRIPTION: Spray-Applied Ceiling Decorative Application
LOCATION: Condominiums Units, Hallways and Disposal Rooms
in Buildings 118 & 4

FRIABLE OR NONFRIABLE: Friable
DESCRIPTION: Ceiling Over-Spray
LOCATION: Ceiling Plenum Above the 13th Floor of High Rise 4 and Assumed to be Present in the Ceiling Plenum Above the 14th Floor of High Rise 118.

RECOMMENDATIONS AND PREVENTIVE MEASURES:

Repair or removal of the material must be performed by qualified personnel. These materials may be present elsewhere in the facility. If the materials are presumed to contain asbestos, sampling to confirm the asbestos content should take place by licensed personnel before the material is disturbed. The analysis should be performed by an accredited laboratory using Polarized Light Microscopy.

PERIODIC SURVEILLANCE: See Section 4.4.
LABELING: N.A.
RESTRICTED ACTIVITIES: Engineering staff must avoid activities that will damage material.

- Do NOT cut, saw, sand, abrade or drill the material.
- Do NOT damage intact material
- Do NOT use an ordinary vacuum or dry sweeper to clean up debris.
- Do NOT cause or create excessive air movement.

MATERIAL TYPE:

Miscellaneous Materials

FRIABLE OR NONFRIABLE:

Non-Friable

DESCRIPTION:

Grey Window Caulking

LOCATION:

Garden Apartment Bldg. 14, Unit 102; Garden Apartment Bldg. 108, Unit 102. Window Caulking is Present on All Windows Throughout the Facility.

FRIABLE OR NONFRIABLE:

Non-Friable

DESCRIPTION:

12" x 12" White w/Brown Ridges VFT

LOCATION:

Units 102 & 307 of High Rise 118

FRIABLE OR NONFRIABLE:

Non-Friable

DESCRIPTION:

12" x 12" Tan w/Orange Streaks VFT & Associated Mastic

LOCATION:

Porter's Room of High Rise 118 and Dolly Madison Room of High Rise 4

FRIABLE OR NONFRIABLE:

Non-Friable

DESCRIPTION:

12" x 12" White w/Beige Streaks VFT

LOCATION:

Hallway Adjacent to Ben Franklin Room-High Rise 4

FRIABLE OR NONFRIABLE:

Non-Friable

DESCRIPTION:

Seam Sealant on Fibrous Glass Pipe Insulation

LOCATION:

Basement Storage Rooms of Buildings 118 and 4

FRIABLE OR NONFRIABLE:

Non-Friable

DESCRIPTION:

Brown Waterproofing sealant

LOCATION:

Parking Garage

RECOMMENDATIONS AND PREVENTIVE MEASURES:

Repair or removal of the material must be performed by qualified personnel. These materials may be present elsewhere in the facility. Floor sheeting materials and their underlying mastic not previously sampled must be presumed to contain asbestos. Before

any repair work begins which may disturb floor sheeting, the Asbestos Program Coordinator shall arrange with an Industrial Hygiene Consulting Firm to have the materials sampled to verify the presence of asbestos. If analysis of floor sheeting materials and their underlying mastics by an accredited laboratory using Polarized Light Microscopy reveals less than or equal to 1% asbestos by weight, re-analysis must be performed by a laboratory accredited in analysis by Transmission Electron Microscopy.

PERIODIC SURVEILLANCE: See Section 4.4.
LABELING: See Section 4.1
RESTRICTED ACTIVITIES: Engineering staff must avoid activities that will damage material.

- Do NOT cut, saw, sand, abrade or drill the material.
- Do NOT damage intact material.
- Do NOT use an ordinary vacuum or dry sweeper to clean up debris.
- Do NOT cause or create excessive air movement.
- Do NOT use power sanders or chippers.
- Do NOT use abrasive pads on power disc strippers.
- Do NOT dry buff or dry strip unwaxed vinyl floor tiles.
- Do NOT operate powered floor cleaning or polishing equipment at speeds greater than 300 RPM.
- Do NOT overstrip floors.
- Do NOT dry strip floors.

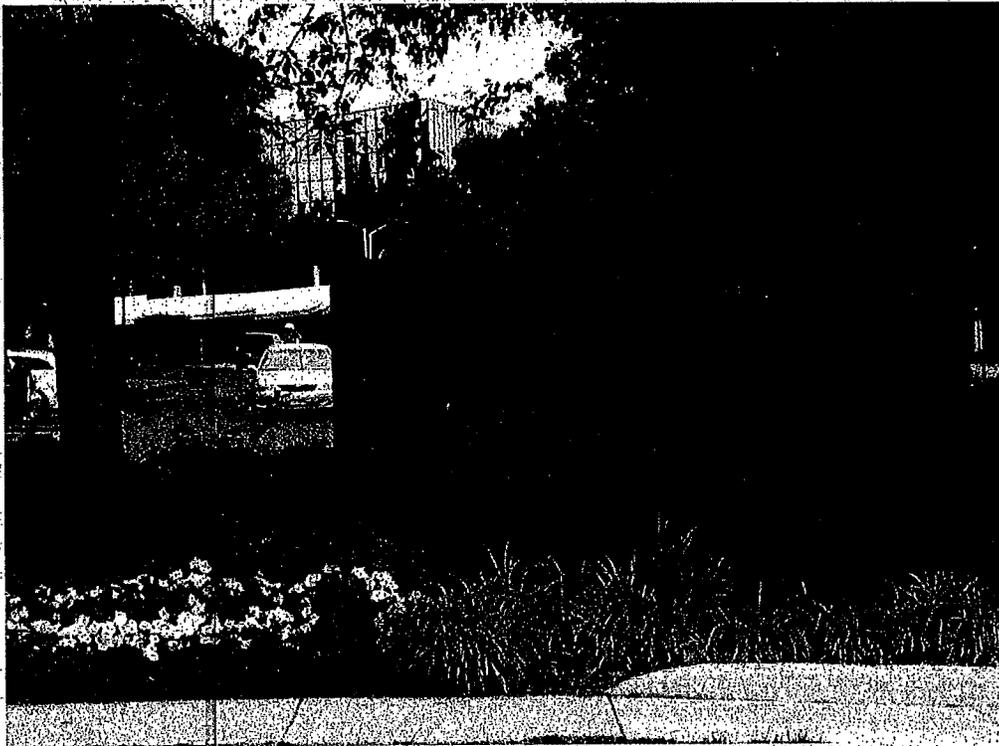
**Americana Centre Condominium
Rockville, MD**

Reserve Study Update

Prepared By:

Thomas Downey, Ltd.
Consulting Engineers

301 N. Fairfax Street, Suite 108
Alexandria, Virginia 22314



May 9, 2017

Introduction

In accordance with our Agreement for Professional Services dated May 11, 2016, Thomas Downey, Ltd. was retained by the Condominium Association to prepare an updated reserve study for the property. We provided a draft in August 2016, and were requested to make numerous updates and changes in February 2017. We provided a proposal dated February 6, 2017 to make these requested changes.

The following appendices are attached:

- Appendix A Component List and Cash Flow Analysis
- Appendix B Funding Analysis
- Appendix C Notes and Component Narrative

The purpose of this analysis is to provide an engineering assessment in order to develop a repair/replacement cost budget and scope of work to maintain the property. This analysis is not intended to prescribe the Association's annual contribution to reserves or method of funding replacements. The primary focus of the analysis is to project reasonably foreseeable costs for replacements and repairs based on engineering considerations.

Building components that were evaluated include:

- *Mechanical, electrical, and plumbing systems*
- *Structures, exterior walls, and roofs*
- *Pavements and sidewalks*
- *Balconies and/or patios*

Many items are not replacements but are repair and restoration costs that can be foreseen reasonably based on past experience. Engineering and project management expenses are included where they are appropriate.

The following items are not covered:

- Items that are maintained or replaced by the unit owners
- Renovations that may be required by future changes in building codes or other regulations governing the property
- Renovations due to a change in use of the property or to improve the design of a system

- Landscaping (except as noted)
- Telephone and television systems
- Routine maintenance items
- An accessibility survey
- An environmental assessment or testing for potential hazardous materials issues

Limitations

Portions of the buildings are below grade, concealed by other construction, or inaccessible. In these areas, latent problems may exist that were not identified.

We do not guarantee that items will survive their life span estimates, nor that replacement will be available for the estimated costs. All estimates are based on conditions prevailing and observed at the time this report was initially prepared.

We performed this investigation in a manner consistent with the level of skill and care ordinarily exercised by professional engineers practicing in this region under similar conditions. No other representation, warranty or guarantee is given. Our opinions and recommendations are based on our engineering judgment. We will not be responsible for latent defects that may appear in the future or for differing opinions of others that may arise.

Our cost projections assume that regular maintenance and routine repairs will be performed according to accepted industry practice. The service lives of building components are affected by the level of maintenance.

Extent of Investigation

We visited the property on July 6, 2016, accompanied by the General Manager, Brandi Ruff, and the chief building engineer, Ellsworth Freeman, to obtain information necessary to complete our report. Our investigation was limited to a review of available documents and visual observations of exposed surfaces. For the 2016 updated report, we met with management to discuss current capital projects and budgets and walked the property with the building engineer. For this 2017 revised report, we were provided with suggested edits which we discussed with the General Manager, but we did not visit the site.

Components and assemblies were evaluated for general design appropriateness and installation. We did not operate, disassemble, or test components or equipment. No physical testing was performed and no existing finishes were removed.

General Property Description

The property is a residential development containing 425 condominium units, a one-level below-grade parking garage, and a carport structure with approximately 80 spaces. The condominium has a total of 291 units in two high-rise buildings (Buildings #118 and #4), 124 units in 21 garden apartment buildings, and 10 townhouse structures. The high-rise building structures consist of structural concrete-framed floor slabs and masonry exterior walls. The garden apartments are wood-framed structures with masonry and stucco exterior walls. The high-rise buildings have membrane roofs with a gravel ballast and the garden apartments and townhouses have asphalt shingle roofs.

Heating and cooling in residential units are provided by a closed loop, two-pipe system receiving heated or chilled system water from a central plant located in the basement of building 118, with a cooling tower located on the roof of that building. The hot and cold system water is piped to all units within the complex to individual air handling units owned by the unit owners. Heating and cooling for the corridors in the high-rise buildings are provided by two large package units. Individual HVAC units provide heating and cooling to the fitness center, the property office, the party room and the lobby of Building #118. There are also individual HVAC units for the elevator machine rooms at each high-rise building. The bathrooms and kitchens have exhaust fans connected to riser ducts that are continuously exhausted by rooftop fans. The trash rooms have continuous exhaust from a rooftop fan. Dryer exhausts are connected to riser ducts connected to roof-level fans that run continuously. Domestic hot water is provided by two large hot water heaters located at the central plant. Domestic cold water is provided by a central system with booster pumps. The water is not individually metered.

There are two elevators that go from the basement-level lobby to the top floor at each high-rise building. The buildings are sprinklered only in the storage rooms, trash rooms, and the garage.

Laundry rooms are located on each floor of the high-rise buildings and individually owned washers and dryers are in the garden and townhouse units. A pool and pool house are located on the property adjacent to garden buildings 110, 112 and 114.

Comments on Reserve Components

Comments on the assumptions for each of the reserve components are included in Appendix C along with narratives regarding the major components.

Reserve Analysis

Quantities and cost estimates for components are in Appendix A.

Engineering cost estimates for repairs and replacements on existing buildings are usually different from the actual costs. One reason is that the details of the work are not known when preliminary budget estimates are made.

Also, industry experience is that bid prices for repair and restoration work vary widely, even when contractors are basing their pricing on detailed plans and specifications. It is not unusual for bid prices on a restoration project to vary by 100% from the low to high firm, even with extensive information for estimating.

Factors that influence a contractor's bid for a repair or restoration project include the following:

- *Anticipated seasonal weather changes.* The time of year for the project often influences cost.
- *The contractor's current workload.* The markup will usually be higher if the contractor is busy.
- *Labor costs.* Labor costs typically account for a higher percentage of the project cost on repair work than on new construction. Labor is considered by the contractors to be the highest risk part of the project cost and is therefore highly variable. Labor rates and productivity vary between contractors; therefore, different contractors may submit different bids for the same well-defined tasks.
- *Project conditions.* New construction occurs on a job site controlled by the contractor. Renovation of an occupied building is influenced by many factors beyond the contractor's control. Therefore, the contractor's perception of the job conditions has a large effect on cost.

For these reasons, engineering cost estimates must be taken only as guidelines.

In estimating costs for recommendations in this study, we have consulted the following sources:

- Industry publications such as trade journals and news bulletins that discuss construction costs
- Published cost data such as Means Construction Cost Data
- Estimating reference books such as Walker's Building Estimator's Reference Book
- Contractor's bids on projects that we have designed

Quantities for cost estimates were computed from our measurements at the site, estimates from design drawings, and data given in previous reports or estimates. Where possible, we have compared quantities taken from two sources.

Many items in the cost analysis involve work that cannot accurately be related to quantities of materials. For example, exterior wall maintenance may involve an unknown amount of masonry pointing, caulking, addition of masonry anchors, and waterproofing. In these cases, we computed costs based on the estimated time for a work crew to accomplish the tasks and added allowances for equipment and materials. Because of the limited accuracy of engineering estimates, costs were rounded to even thousands of dollars.

The estimated costs and timing of the projected expenditures are in Appendix A. The present value costs associated with each item are entered in the spreadsheet.

An analysis of funding for the projected expenditures is in Appendix B. The starting value of the reserve fund balance and the proposed 2016 annual contribution were provided by the Association's management company. The present annual contribution to the reserve account is used as the starting point for the annual contributions. In the proposed funding plan, Appendix B, the contributions increase each year at the assumed inflation rate.

The annual contributions shown should not be construed as a prescription by Thomas Downey, Ltd. for future annual contributions. The purpose of this study is to present projected future costs based on engineering considerations. The method of funding these expenses is the responsibility of the Association.

Item	Component List and Cash Flow Analysis - Appendix A	Approx. Quantity	Unit	Unit Cost	Total Cost	Normal Useful Life	Property Age/Year							
							45 - 2017	46 - 2018	47 - 2019	48 - 2020	49 - 2021			
1	Site													
2	Plaza Deck Pavers and Waterproofing	1	LS	\$500,000	\$300,000	20								
3	Plaza Deck Paver and Walkway Concrete Repair Allowance	5,000	SF	\$20	\$100,000	5		\$50,000						\$20,000
4	Site Planters (repair allowance)	1	LS	\$20,000	\$20,000	7								
5	Caulk Site Walls and Planters	1	LS	\$30,000	\$30,000	10								
6	Site Privacy Walls	1	AL	\$20,000	\$20,000	5		\$100,000						\$50,000
7	Site Parking and Roadway Asphalt Repair (crack seal & coat)	10,000	SY	\$2	\$20,000	5	\$20,000							
8	Site Parking and Roadway Asphalt Repair (2" mill & resurface)	10,000	SY	\$20	\$200,000	15	\$30,000							
9	Concrete Sidewalk Repair Allowance (20%)	2,500	SF	\$12	\$30,000	5	\$30,000							
10	Concrete Curb and Gutter Repair Allowance (20%)	500	LF	\$30	\$15,000	15	\$15,000							
11	Site Perimeter Masonry Wall (repair allowance)	700	LF	\$25	\$17,500	15	\$17,500							
12	Site Retaining Wall at Carport (repair allowance)	800	LF	\$120	\$96,000	15	\$96,000							
13	Site Signage (building, parking related, etc.)	1	AL	\$26,000	\$26,000	10								
14	Entry Feature Signage and Planters (repair allowance)	2	EA	\$20,000	\$40,000	20							\$40,000	
15	Site Lighting at Parking Areas	1	LS	\$50,000	\$50,000	15								\$50,000
16	Site Lighting at Plaza Areas	1	LS	\$50,000	\$50,000	15								
17	Site Fencing Replacement	1	LS	\$50,000	\$50,000	20								
18	Landscape Allowance (large tree remove/replace)	1	AL	\$10,000	\$10,000	5								
19	Garage Stairwell Enclosures	2	EA	\$20,000	\$40,000	20			\$20,000					\$20,000
20	Roofs													
21	Building #4 Roof Replacement	16,000	SF	\$20	\$320,000	20								
22	Building #18 Roof Replacement	16,000	SF	\$20	\$320,000	20								
23	Building #18 HVAC Screen Wall and Structure	1	AL	\$20,000	\$20,000	20		\$20,000						\$20,000
24	Front Entrance Canopy Roofs - Buildings #4 & #118	2	EA	\$10,000	\$20,000	15								
25	Garden Apartment Building Roofs - Buildings 110, 112, 114, 148, 150	5	EA	\$25,000	\$125,000	20								
26	Garden Apartment Building Roofs - Buildings 100, 102, 104, 106, 108	5	EA	\$25,000	\$125,000	20								
27	Garden Apartment Building Roofs - Buildings 120, 122	2	EA	\$27,500	\$55,000	20								
28	Garden Apartment Building Roofs - Buildings 6, 8, 10, 12, 14	4	EA	\$29,000	\$116,000	20								
29	Garden Apartment Building Roofs - Buildings 16, 18, 20, 22	5	EA	\$25,000	\$125,000	20								
30	Townhouse Roofs	12	EA	\$10,000	\$120,000	20								
31	Clerestory Dormers at Garden Corridors	23	EA	\$5,500	\$126,500	20			\$40,000					\$46,500
32	Pool House Pavers and Roof Membrane	800	SF	\$40	\$32,000	20								
33	Carport Roof Membrane	20,000	SF	\$12	\$240,000	20								
34	Carport Roof Structure (column replacement)	1	LS	\$136,000	\$136,000	25	\$136,000							
35	Carport Roof Structure (repair allowance)	1	AL	\$20,000	\$20,000	10								
36	Misc. canopy roofs (Buildings 12, 148, 110-112)	1	AL	\$20,000	\$20,000	20								\$10,000
37	Pool													
38	Whitewash Pool	1	LS	\$25,000	\$25,000	8								
39	Pool Coping and Tile Replacement	1	LS	\$15,000	\$15,000	8								\$15,000
40	Miscellaneous Pool Equipment	1	LS	\$15,000	\$15,000	10								
41	Pool Deck Replacement	1	LS	\$60,000	\$60,000	30								
42	Pool and Sundeck Furniture Replacement (allowance)	1	LS	\$15,000	\$15,000	10								
43	Pool House Renovation	1	LS	\$20,000	\$20,000	10							\$20,000	
44	Fence and Railing Repairs (allowance)	1	LS	\$8,000	\$8,000	10								
45	Railing Repairs at Sundeck (allowance)	1	LS	\$3,000	\$3,000	10								\$5,000

Item	Component List and Cash Flow Analysis - Appendix A	Approx. Quantity	Unit	Unit Cost	Total Cost	Normal Useful Life	Property Age/Year					
							2017	2018	2019	2020	2021	
43	Garage Repair Allowance (spalls, routing and sealing cracks, etc.)	1	LS	\$50,000	\$50,000	7			\$50,000			
44	Garage Painting	100,000	SF	\$0.80	\$80,000	10			\$80,000			
45	Exterior/Facade											
46	Balcony Repairs - Building #4 (allowance)	1	AL	\$1,440,000	\$1,440,000	15						
47	Balcony Repairs - Building #118 (allowance)	1	AL	\$1,570,000	\$1,570,000	15						
48	Balcony Repairs - Garden Apartments (allowance)	1	AL	\$150,000	\$150,000	15			\$261,667	\$261,667	\$261,667	\$261,667
49	Sealants, Masonry/Concrete Repairs - Building #4 (allowance)	1	AL	\$1,760,000	\$1,760,000	15						
50	Sealants, Masonry/Concrete Repairs - Building #118 (allowance)	1	AL	\$1,920,000	\$1,920,000	15			\$320,000	\$320,000	\$320,000	\$320,000
51	Sealants, Masonry Repairs - Garden Apartments (allowance)	1	AL	\$350,000	\$350,000	15						
52	Leak Repair (allowance)	1	AL	\$20,000	\$20,000	5			\$10,000	\$10,000		
53	Exterior Doors (replacement allowance)	1	AL	\$20,000	\$20,000	5			\$5,000	\$5,000	\$5,000	\$5,000
54	Roll-up Doors - Garage, Loading Dock	4	EA	\$22,000	\$88,000	10			\$44,000	\$44,000	\$44,000	\$44,000
55	Entrance Canopies	1	LS	\$50,000	\$50,000	25						
56	Common Space Interiors											
57	Lobby Renovation - Building #4 (allowance)	1	AL	\$20,000	\$20,000	20			\$10,000	\$10,000	\$20,000	\$20,000
58	Lobby Renovation - Building #118 (allowance)	1	AL	\$20,000	\$20,000	20			\$10,000	\$10,000	\$20,000	\$20,000
59	Hallway Carpet & Tile Replacement - Building #4 (allowance)	13	FL	\$6,000	\$78,000	12						
60	Hallway Carpet & Tile Replacement - Building #118 (allowance)	14	FL	\$6,000	\$84,000	12						
61	Building Entrance Repairs - Garden Apartments	23	AL	\$5,000	\$115,000	10						
62	Breezeway Repairs (allowance)	6	AL	\$8,000	\$48,000	10						
63	Exercise Room Renovation with Equipment Replacement (allowance)	1	AL	\$40,000	\$40,000	10						
64	Office Renovation with Equipment Replacement (allowance)	1	AL	\$25,000	\$25,000	10						
65	Resident Party Room & Kitchen Renovation (allowance)	1	AL	\$25,000	\$25,000	10			\$25,000	\$25,000	\$25,000	\$25,000
66	Elevators											
67	Pedestrian Elevator Cab Renovations (allowance)	4	EA	\$30,000	\$120,000	20						
68	Elevator Door Modernization	4	EA	\$43,000	\$172,000	20			\$172,000	\$172,000	\$172,000	\$172,000
69	Elevator Hoist Equipment (allowance)	4	EA	\$50,000	\$200,000	25						
70	Plumbing											
71	Water Heaters	2	EA	\$30,000	\$60,000	20						
72	Domestic Booster Pumps	4	EA	\$10,000	\$40,000	10						
73	Valves, Backflow Preventers, etc. (replacement allowance)	1	LS	\$20,000	\$20,000	5			\$55,000	\$55,000	\$55,000	\$55,000
74	Fire and Life Safety											
75	Fire Pump, Controller and Transfer Switch	1	EA	\$75,000	\$75,000	30						
76	Fire Alarm System Upgrade	2	EA	\$300,000	\$600,000	30			\$200,000	\$200,000	\$200,000	\$200,000
77	Fire Alarm System, Pump and Associated Hardware (repair allowance)	1	AL	\$50,000	\$50,000	10						
78	Sprinkler System Repairs and Equipment Replacement Allowance	1	AL	\$30,000	\$30,000	10						
79	Electrical											
80	Emergency Generator (85 kw)	2	EA	\$80,000	\$160,000	25						
81	Electric Heaters above Garage Ceiling/Other Miscellaneous Heaters	1	LS	\$20,000	\$20,000	15			\$20,000	\$20,000	\$20,000	\$20,000
82	Switchgear Replacement	1	LS	\$200,000	\$200,000	30						
83	Exterior Building Lights	1	LS	\$35,000	\$35,000	15			\$35,000	\$35,000	\$35,000	\$35,000
84	Garage Lighting	1	LS	\$40,000	\$40,000	20						
85	Electrical Repairs (allowance)	1	AL	\$20,000	\$20,000	10						
86	Inspect and Tighten Electrical Connections (allowance)	1	AL	\$20,000	\$20,000	2			\$20,000	\$20,000	\$20,000	\$20,000

Item	Item	Approx. Quantity	Unit	Unit Cost	Total Cost	Normal Useful Life	Property Age/Year				
							45	46	47	48	49
Component List and Cash Flow Analysis - Appendix A											
81	Mechanical	2	EA	\$30,000	\$60,000	15					
81	Corridor HVAC - High-rise Buildings	1	LS	\$20,000	\$20,000	10					
82	Rooftop Exhaust Fans - High-rise Buildings	2	EA	\$50,000	\$100,000	20			\$100,000		
83	Boilers (burners)	1	EA	\$450,000	\$450,000	25					
84	Primary Chiller (600 ton)	1	EA	\$380,000	\$380,000	25			\$380,000		
85	Step-down Chiller (350 ton)	1	AL	\$40,000	\$40,000	10					
86	Chiller Overhaul	1	AL	\$400,000	\$400,000	40		\$50,000	\$50,000	\$50,000	\$50,000
87	Riser Replacement (allowance) - High-rise Building #118	1	AL	\$400,000	\$400,000	40		\$25,000	\$25,000	\$25,000	\$25,000
88	Riser Replacement (allowance) - High-rise Building #4	1	AL	\$400,000	\$400,000	40		\$50,000	\$50,000	\$50,000	\$50,000
89	Riser Replacement (allowance) - Garden Buildings	1	AL	\$300,000	\$300,000	40					
90	Heat Exchangers (overhaul)	3	EA	\$10,000	\$30,000	12				\$30,000	
91	Cooling Tower	1	EA	\$120,000	\$120,000	25					
92	Cooling Tower Overhaul	1	EA	\$15,000	\$15,000	10		\$15,000			
93	Underground Pipe Replacement	1	AL	\$300,000	\$300,000	30			\$75,000		\$75,000
94	Underground Fuel Tank	1	EA	\$130,000	\$130,000	25					
95	Steam Valve Replacement	3	EA	\$8,000	\$24,000	30			\$30,000		\$30,000
96	Energy Management System	1	LS	\$30,000	\$30,000	20					
97	Lobby/Fitness/Office/Party Room HVAC	4	EA	\$10,000	\$40,000	15			\$30,000		\$30,000
98	Elevator Machine Room HVAC	2	EA	\$10,000	\$20,000	15			\$20,000		\$20,000
99	Mechanical Pumps (circulating)	4	EA	\$2,500	\$10,000	15				\$10,000	\$10,000
100	Garage Circulating Fans	2	EA	\$3,000	\$6,000	10					\$3,000
101	Elevator Sump Pump	2	EA	\$2,000	\$4,000	15					\$2,000
102	Condensate Return Tank	1	LS	\$20,000	\$20,000	20					\$20,000
103	Renovation to High-rise Laundry Room Ductwork and Exhaust	27	AL	\$9,000	\$243,000	30			\$121,500	\$121,500	\$121,500
104	Asbestos Abatement	1	AL	\$10,000	\$10,000	5		\$10,000	\$10,000	\$10,000	\$10,000
105	Garage Exhaust Fans (overhaul)	4	EA	\$4,000	\$16,000	7					\$16,000
Miscellaneous Items											
106	Access System	1	LS	\$150,000	\$150,000	20					
107	Security Equipment (allowance)	1	AL	\$30,000	\$30,000	5			\$30,000		\$30,000
108	Trash Compactors	2	EA	\$15,000	\$30,000	15			\$30,000		\$30,000
109	Trash Chutes	2	EA	\$25,000	\$50,000	50					
110	Common Laundry Room Equipment	27	EA	\$6,000	\$162,000	15			\$54,000	\$54,000	\$54,000
111	Mailboxes - High-rise	2	EA	\$10,000	\$20,000	30					
112	Mailboxes - Gardens	21	EA	\$2,000	\$42,000	20			\$42,000		\$42,000
113	Reserve Study Update	1	EA	\$6,000	\$6,000	5			\$5,000		\$5,000
TOTALS											
					\$16,733,000			\$1,740,167	\$1,876,167	\$1,876,167	\$1,582,167
Totals with Inflation					\$490,000			\$1,846,143	\$2,050,138	\$2,050,138	\$1,780,743
Inflation Factor					1.000			1.030	1.061	1.093	1.126
NOTES:											
Year built = 1972 Base year = 2017 Assumed inflation rate = 3.00%											
Abbreviations Used in Report:											
SF = square feet SY = square yard LF = linear feet EA = each FL = floor AL = allowance LS = lump sum											

Component List and Cash Flow Analysis - Appendix A											
Item	Item	50. 2022	51. 2023	52. 2024	53. 2025	54. 2026	55. 2027	56. 2028	57. 2029	58. 2030	59. 2031
	Site										
1	Plaza Deck Pavers and Waterproofing										
2	Plaza Deck Paver and Walkway Concrete Repair Allowance	\$100,000					\$100,000				
3	Site Planters (repair allowance)							\$20,000			
4	Caulk Site Walls and Planters	\$30,000									
5	Site Privacy Walls			\$50,000							
6	Site Parking and Roadway Asphalt Repair (crack seal & coat)	\$20,000					\$20,000				
7	Site Parking and Roadway Asphalt Repair (2" mill & resurface)	\$50,000					\$50,000				
8	Concrete Sidewalk Repair Allowance (20%)	\$30,000					\$30,000				
9	Concrete Curb and Gutter Repair Allowance (20%)										
10	Site Perimeter Masonry Wall (repair allowance)										\$26,250
11	Site Retaining Wall at Carport (repair allowance)										\$48,000
12	Site Signage (building, parking related, etc.)	\$26,000									
13	Entry Feature Signage and Planters (repair allowance)										
14	Site Lighting at Parking Areas										
15	Site Lighting at Plaza Areas	\$50,000									
16	Site Fencing Replacement										
17	Landscape Allowance (large tree remove/replace)	\$10,000					\$10,000				
18	Garage Stairwell Enclosures										
	Roofs										
19	Building #4 Roof Replacement		\$320,000								
20	Building #118 Roof Replacement			\$320,000							
21	Building #118 HVAC Screen Wall and Structure										
22	Front Entrance Canopy Roofs - Buildings #4 & #118										
23	Garden Apartment Building Roofs - Buildings 110, 112, 114, 148, 150										
24	Garden Apartment Building Roofs - Buildings 100, 102, 104, 106, 108										
25	Garden Apartment Building Roofs - Buildings 120, 122										
26	Garden Apartment Building Roofs - Buildings 6, 8, 10, 12, 14										
27	Garden Apartment Building Roofs - Buildings 16, 18, 20, 22										
28	Townhouse Roofs										
29	Clerestory Dormers at Garden Corridors										
30	Pool House Pavers and Roof Membrane				\$32,000						
31	Carport Roof Membrane			\$240,000							
32	Carport Roof Structure (column replacement)						\$20,000				
33	Carport Roof Structure (repair allowance)										
34	Misc. canopy roofs (Buildings 12, 148, 110-112)										
	Pool										
35	Whitecoat Pool		\$25,000								\$25,000
36	Pool Coping and Tile Replacement			\$15,000				\$15,000			
37	Miscellaneous Pool Equipment	\$15,000									
38	Pool Deck Replacement		\$60,000								
39	Pool and Sundeck Furniture Replacement (allowance)	\$15,000								\$20,000	
40	Pool House Renovation										
41	Fence and Railing Repairs (allowance)	\$8,000									
42	Railing Repairs at Sundeck (allowance)	\$1,000									

Component List and Cash Flow Analysis - Appendix A											
Item	Item	50 2022	51 2023	52 2024	53 2025	54 2026	55 2027	56 2028	57 2029	58 2030	59 2031
	Garage										
43	Garage Repair Allowance (spalls, routing and sealing cracks, etc.)				\$50,000			\$50,000			
44	Garage Painting							\$80,000			
	Exterior/Facade										
45	Balcony Repairs - Building #4 (allowance)			\$240,000	\$240,000	\$240,000	\$240,000	\$240,000	\$240,000		
46	Balcony Repairs - Building #118 (allowance)	\$261,667	\$261,667								
47	Balcony Repairs - Garden Apartments (allowance)			\$293,333	\$293,333	\$293,333	\$293,333	\$293,333	\$293,333		
48	Sealants, Masonry/Concrete Repairs - Building #4 (allowance)			\$320,000	\$320,000						
49	Sealants, Masonry/Concrete Repairs - Building #118 (allowance)										
50	Sealants, Masonry Repairs - Garden Apartments (allowance)			\$109,000	\$109,000			\$116,667	\$116,667	\$109,000	\$109,000
51	Seal Repair (allowance)									\$10,000	\$10,000
52	Exterior Doors (replacement allowance)	\$5,000								\$44,000	\$44,000
53	Roll-up Doors - Garage, Loading Dock			\$50,000							
54	Entrance Canopies										
	Common Space Interiors										
55	Lobby Renovation - Building #4 (allowance)										
56	Lobby Renovation - Building #118 (allowance)										
57	Hallway Carpet & Tile Replacement - Building #4 (allowance)	\$78,000									
58	Hallway Carpet & Tile Replacement - Building #118 (allowance)		\$84,000								
59	Building Entrance Repairs - Garden Apartments				\$115,000						
60	Breezeway Repairs (allowance)	\$48,000									
61	Exercise Room Renovation with Equipment Replacement (allowance)						\$25,000	\$40,000			
62	Office Renovation with Equipment Replacement (allowance)	\$25,000									
63	Resident Party Room & Kitchen Renovation (allowance)									\$25,000	
	Elevators										
64	Pedestrian Elevator Cab Renovations (allowance)	\$60,000	\$60,000								
65	Elevator Door Modernization										
66	Elevator Hoist Equipment (allowance)				\$200,000						
	Plumbing										
67	Water Heaters										
68	Domestic Booster Pumps	\$40,000									
69	Valves, Backflow Preventers, etc. (replacement allowance)	\$20,000						\$20,000			
	Fire and Life Safety										
70	Fire Pump, Controller and Transfer Switch										
71	Fire Alarm System Upgrade										
72	Fire Alarm System, Pump and Associated Hardware (repair allowance)	\$50,000									
73	Sprinkler System Repairs and Equipment Replacement Allowance	\$30,000									
	Electrical										
74	Emergency Generator (85 kw)	\$160,000									
75	Electric Heaters above Garage Ceiling/Other Miscellaneous Heaters										
76	Switchgear Replacement										
77	Exterior Building Lights										
78	Garage Lighting										
79	Electrical Repairs (allowance)	\$20,000	\$20,000								
80	Inspect and Tighten Electrical Connections (allowance)				\$20,000					\$20,000	\$20,000

Component List and Cash Flow Analysis - Appendix A												
Item	Item	50 2022	51 2023	52 2024	53 2025	54 2026	55 2027	56 2028	57 2029	58 2030	59 2031	
	Mechanical											
81	Corridor HVAC - High-rise Buildings	\$60,000										
82	Roof-top Exhaust Fans - High-rise Buildings	\$20,000										
83	Boilers (burners)											
84	Primary Chiller (600 ton)					\$450,000						
85	Step-down Chiller (350 ton)											
86	Chiller Overhaul						\$40,000					
87	Riser Replacement (allowance) - High-rise Building #118	\$50,000	\$50,000	\$50,000	\$50,000							
88	Riser Replacement (allowance) - High-rise Building #4	\$50,000	\$50,000	\$50,000	\$50,000							
89	Riser Replacement (allowance) - Garden Buildings	\$75,000	\$75,000	\$75,000	\$75,000							
90	Heat Exchangers (overhaul)											
91	Cooling Tower	\$120,000				\$120,000						
92	Cooling Tower Overhaul						\$15,000					
93	Underground Pipe Replacement		\$75,000		\$75,000							
94	Underground Fuel Tank	\$130,000										
95	Steam Valve Replacement											
96	Energy Management System											
97	Lobby/Fitness/Office/Party Room HVAC											
98	Elevator Machine Room HVAC											
99	Mechanical Pumps (circulating)											
100	Garage Circulating Fans	\$3,000										
101	Elevator Sump Pump	\$4,000										
102	Condensate Return Tank											
103	Renovation to High-rise Laundry Room Ductwork and Exhaust											
104	Asbestos Abatement						\$10,000					
105	Garage Exhaust Fans (overhaul)							\$16,000				
	Miscellaneous Items											
106	Access System											
107	Security Equipment (allowance)	\$30,000					\$30,000					
108	Trash Compactors											
109	Trash Chutes	\$50,000								\$50,000		
110	Common Laundry Room Equipment											
111	Mailboxes - High-rise											
112	Mailboxes - Gardens											
113	Reserve Study Update	\$5,000					\$5,000					
TOTALS		\$2,121,667	\$1,400,667	\$1,393,333	\$1,210,333	\$1,103,333	\$1,115,000	\$941,000	\$730,000	\$139,000	\$233,250	
Totals with Inflation		\$2,459,393	\$1,672,469	\$1,713,624	\$1,533,214	\$1,439,600	\$1,498,467	\$1,302,564	\$1,040,805	\$204,126	\$352,812	
Inflation Factor		1.159	1.194	1.230	1.267	1.305	1.344	1.384	1.426	1.469	1.513	

Component List and Cash Flow Analysis - Appendix A							
Item	Item	60 2032	61 2033	62 2034	63 2035	64 2036	Totals in study period
	Site						
1	Plaza Deck Pavers and Waterproofing	\$300,000					\$300,000
2	Plaza Deck Paver and Walkway Concrete Repair Allowance						\$300,000
3	Site Planters (repair allowance)				\$20,000	\$30,000	\$60,000
4	Caulk Site Walls and Planters						\$60,000
5	Site Privacy Walls						\$220,000
6	Site Parking and Roadway Asphalt Repair (crack seal & coat)	\$20,000					\$80,000
7	Site Parking and Roadway Asphalt Repair (2" mill & resurface)	\$30,000					\$180,000
8	Concrete Sidewalk Repair Allowance (20%)	\$30,000					\$120,000
9	Concrete Curb and Gutter Repair Allowance (20%)	\$15,000					\$30,000
10	Site-Finisher Masonry Wall (repair allowance)	\$26,250					\$26,250
11	Site Retaining Wall at Carport (repair allowance)	\$48,000					\$96,000
12	Site Signage (building, parking related, etc.)	\$26,000					\$26,000
13	Entry Feature Signage and Planters (repair allowance)				\$50,000	\$40,000	\$80,000
14	Site Lighting at Parking Areas						\$100,000
15	Site Lighting at Plaza Areas	\$50,000					\$100,000
16	Site Fencing Replacement	\$30,000					\$30,000
17	Landscape Allowance (large trees remove/replace)	\$10,000					\$30,000
18	Garage Stairwell Enclosures			\$20,000	\$20,000		\$80,000
	Roofs						
19	Building #4 Roof Replacement						\$320,000
20	Building #118 Roof Replacement						\$320,000
21	Building #118 HVAC Screen Wall and Structure				\$20,000	\$20,000	\$40,000
22	Front Entrance Canopy Roofs - Buildings #4 & #118				\$20,000	\$125,000	\$40,000
23	Garden Apartment Building Roofs - Buildings 110, 112, 114, 148, 150					\$125,000	\$125,000
24	Garden Apartment Building Roofs - Buildings 100, 102, 104, 106, 108					\$125,000	\$125,000
25	Garden Apartment Building Roofs - Buildings 120, 122			\$55,000			\$55,000
26	Garden Apartment Building Roofs - Buildings 6, 8, 10, 12, 14			\$116,000			\$116,000
27	Garden Apartment Building Roofs - Buildings 16, 18, 20, 22			\$125,000	\$120,000		\$125,000
28	Townhouse Roofs						\$120,000
29	Clerestory Dormers at Garden Corridors						\$265,000
30	Pool House Pavers and Roof Membrane	\$32,000				\$126,500	\$64,000
31	Carport Roof Membrane	\$240,000					\$480,000
32	Carport Roof Structure (column replacement)						\$136,000
33	Carport Roof Structure (repair allowance)						\$20,000
34	Misc. canopy roofs (Buildings 12, 148, 110-112)				\$20,000		\$30,000
	Pool						
35	Whitecoat Pool						\$50,000
36	Pool Coping and Tile Replacement	\$15,000				\$15,000	\$75,000
37	Miscellaneous Pool Equipment	\$15,000					\$30,000
38	Pool Deck Replacement	\$60,000					\$120,000
39	Pool and Sundeck Furniture Replacement (allowance)	\$15,000					\$30,000
40	Pool House Renovation						\$40,000
41	Fence and Railing Repairs (allowance)	\$8,000					\$16,000
42	Railing Repairs at Sundeck (allowance)	\$3,000					\$11,000

Item	Component List and Cash Flow Analysis - Appendix A								Totals in study period
	60 2032	61 2033	62 2034	63 2035	64 2036				
Garage									
43 Garage Repair Allowance (spalls, routing and sealing cracks, etc.)	\$50,000								\$250,000
44 Garage Painting	\$80,000			\$50,000	\$80,000				\$320,000
Exterior/Facade									
45 Balcony Repairs - Building #4 (allowance)									\$1,440,000
46 Balcony Repairs - Building #118 (allowance)		\$261,667	\$261,667	\$261,667	\$261,667				\$2,616,667
47 Balcony Repairs - Garden Apartments (allowance)									\$150,000
48 Sealants, Masonry/Concrete Repairs - Building #4 (allowance)									\$1,760,000
49 Sealants, Masonry/Concrete Repairs - Building #118 (allowance)		\$320,000	\$320,000	\$320,000	\$320,000				\$3,200,000
50 Sealants, Masonry Repairs - Garden Apartments (allowance)									\$350,000
51 Leak Repair (allowance)									\$60,000
52 Exterior Doors (replacement allowance)				\$10,000	\$10,000				\$60,000
53 Roll-up Doors - Garage/Loading Dock									\$176,000
54 Entrance Canopies									\$100,000
Common Space Interiors									
55 Lobby Renovation - Building #4 (allowance)	\$20,000								\$50,000
56 Lobby Renovation - Building #118 (allowance)	\$20,000								\$50,000
57 Hallway Carpet & Tile Replacement - Building #4 (allowance)			\$78,000						\$156,000
58 Hallway Carpet & Tile Replacement - Building #118 (allowance)							\$84,000		\$168,000
59 Building Entrance Repairs - Garden Apartments	\$115,000								\$230,000
60 Brezeway Repairs (allowance)	\$48,000								\$96,000
61 Exercise Room Renovation with Equipment Replacement (allowance)									\$40,000
62 Office Renovation with Equipment Replacement (allowance)	\$25,000								\$75,000
63 Resident Party Room & Kitchen Renovation (allowance)									\$50,000
Elevators									
64 Pedestrian Elevator Cab Renovations (allowance)					\$120,000				\$240,000
65 Elevator Door Modernization									\$172,000
66 Elevator Hoist Equipment (allowance)					\$200,000				\$400,000
Plumbing									
67 Water Heaters									\$60,000
68 Domestic Booster Pumps	\$40,000								\$80,000
69 Valves, Backflow Preventers, etc. (replacement allowance)	\$20,000								\$115,000
Fire and Life Safety									
70 Fire Pump, Controller and Transfer Switch	\$75,000								\$150,000
71 Fire Alarm System Upgrade	\$600,000								\$1,200,000
72 Fire Alarm System, Pump and Associated Hardware (repair allowance)	\$50,000								\$100,000
73 Sprinkler System Repairs and Equipment Replacement Allowance	\$30,000								\$60,000
Electrical									
74 Emergency Generator (85 kw)			\$160,000						\$320,000
75 Electric Heaters above Garage Ceiling/Other Miscellaneous Heaters	\$20,000								\$40,000
76 Switchgear Replacement	\$250,000								\$500,000
77 Exterior Building Lights					\$35,000				\$70,000
78 Garage Lighting									\$40,000
79 Electrical Repairs (allowance)	\$20,000								\$40,000
80 Inspect and Tighten Electrical Connections (allowance)				\$20,000					\$200,000

Component List and Cash Flow Analysis - Appendix A									
Item	Item	60 2032	61 2033	62 2034	63 2035	64 2036	Totals in study period		
	Mechanical								
81	Corridor HVAC - High-rise Buildings	\$60,000					\$180,000		
82	Roof Exhaust Fans - High-rise Buildings	\$20,000					\$40,000		
83	Boilers (burners)	\$100,000					\$200,000		
84	Primary Chiller (600 ton)						\$450,000		
85	Step-down Chiller (350 ton)						\$380,000		
86	Chiller Overhaul						\$80,000		
87	Riser Replacement (allowance) - High-rise Building #118						\$425,000		
88	Riser Replacement (allowance) - High-rise Building #4						\$425,000		
89	Riser Replacement (allowance) - Garden Buildings						\$300,000		
90	Heat Exchangers (overhaul)	\$30,000					\$60,000		
91	Cooling Tower						\$240,000		
92	Cooling Tower Overhaul					\$15,000	\$45,000		
93	Underground Pipe Replacement	\$300,000					\$600,000		
94	Underground Fuel Tank				\$130,000		\$260,000		
95	Steam Valve Replacement	\$24,000					\$24,000		
96	Energy Management System	\$30,000					\$60,000		
97	Lobby/Fitness/Office/Party Room HVAC	\$40,000					\$70,000		
98	Elevator Machine Room HVAC			\$20,000			\$40,000		
99	Mechanical Pumps (circulating)					\$10,000	\$20,000		
100	Garage Circulating Fans	\$3,000	\$3,000				\$12,000		
101	Elevator Sump Pump						\$4,000		
102	Condensate Return Tank	\$20,000					\$40,000		
103	Renovation to High-rise Laundry Room: Ductwork and Exhaust						\$243,000		
104	Asbestos Abatement	\$10,000					\$70,000		
105	Garage Exhaust Fans (overhaul)				\$16,000		\$48,000		
	Miscellaneous Items								
106	Access System	\$150,000					\$150,000		
107	Security Equipment (allowance)	\$30,000					\$120,000		
108	Trash Compactors		\$30,000				\$60,000		
109	Trash Chutes						\$100,000		
110	Common Laundry Room Equipment			\$162,000			\$324,000		
111	Mailboxes - High-rise	\$20,000					\$20,000		
112	Mailboxes - Gardens						\$42,000		
113	Reserve Study Update	\$5,000				\$5,000	\$25,000		
	TOTALS	\$3,298,250	\$669,667	\$1,192,667	\$1,266,667	\$1,503,167	\$25,053,167		
	Totals with Inflation	\$5,138,566	\$1,074,618	\$1,971,296	\$2,156,415	\$2,635,812	\$33,439,072		
	Inflation Factor	1.558	1.605	1.653	1.702	1.754			

Funding Analysis - Appendix B

Reserve Fund									
Age	Year	Total Inflated Costs	Beginning of Year Balance	Annual Assessment (Note 1)	Interest on Reserves	Increase Above Annual Assessment (Note 2)	End of Year Balance	Notes	
45	2017	\$490,000	\$1,511,917	\$1,328,363		\$0	\$2,350,280	Beginning balance as of 12/31/2016	
46	2018	\$1,078,067	\$2,350,280	\$1,368,214	\$23,503	\$0	\$2,663,930		
47	2019	\$1,846,143	\$2,663,930	\$1,409,260	\$26,639	\$0	\$2,253,687		
48	2020	\$2,050,138	\$2,253,687	\$1,451,538	\$22,537	\$0	\$1,677,624		
49	2021	\$1,780,743	\$1,677,624	\$1,495,084	\$16,776	\$0	\$1,408,742		
50	2022	\$2,459,593	\$1,408,742	\$1,594,937	\$14,087	\$0	\$558,173	Increased by \$55k over normal assessment amount	
51	2023	\$1,672,469	\$558,173	\$1,642,785	\$5,582	\$0	\$534,070		
52	2024	\$1,713,624	\$534,070	\$1,692,068	\$5,341	\$0	\$517,855		
53	2025	\$1,533,214	\$517,855	\$1,742,830	\$5,179	\$0	\$732,650		
54	2026	\$1,439,600	\$732,650	\$1,742,830	\$7,327	\$0	\$1,043,207	Maintain same Reserve Assessment for 3 years	
55	2027	\$1,498,467	\$1,043,207	\$1,742,830	\$10,432	\$0	\$1,298,003		
56	2028	\$1,302,564	\$1,298,003	\$1,795,115	\$12,980	\$0	\$1,803,534		
57	2029	\$1,040,805	\$1,803,534	\$1,848,969	\$18,035	\$0	\$2,629,733		
58	2030	\$204,126	\$2,629,733	\$1,848,969	\$26,297	\$0	\$4,300,873		
59	2031	\$352,812	\$4,300,873	\$1,848,969	\$43,009	\$0	\$5,840,039		
60	2032	\$5,138,566	\$5,840,039	\$1,904,438	\$58,400	\$0	\$2,664,312		
61	2033	\$1,074,618	\$2,664,312	\$1,961,571	\$26,643	\$0	\$3,577,907		
62	2034	\$1,971,296	\$3,577,907	\$2,020,418	\$35,779	\$0	\$3,662,808		
63	2035	\$2,156,415	\$3,662,808	\$2,081,031	\$36,628	\$0	\$3,624,052		
64	2036	\$2,635,812	\$3,624,052	\$2,143,462	\$36,241	\$0	\$3,167,942		
Totals		\$33,439,072		\$34,663,683	\$431,415				

Assumed inflation rate = 3.00%

Base year = 2017

Interest on reserves = 1.0%

(Applied to end of previous year balance)

Note 1: 2017 Annual Assessment is the current proposed amount provided to TDL by the General Manager. Annual assessment increases at the same rate as inflation, unless otherwise noted.

Note 2: Any increase above the planned assessment is in order to keep the reserve balance at a minimum of 5% of the Estimated Replacement Value throughout the study period and to maintain the required \$500,000 in the Reserve Account due to loan security requirements.

Note 3: Interest is calculated on End of Year Balance of previous year amounts.

Note 4: Total Residential Units = 425 (423 in Condominium, 2 are Rental Units)

Notes and Narrative - Appendix C

Item #	Description	Comments
1	Some items reflect replacement costs while other items are for major repairs. See the specific notes for each item.	
2	Design and project management costs are included, where noted.	
3	Some items may not require replacement in their entirety and some are not scheduled for replacement during the study period.	
1	Plaza Deck Pavers and Waterproofing	The plaza deck repair program was completed in 2011 and should not need to be done again until later in the study period.
2	Plaza Deck Paver and Walkway Concrete Repair Allowance	Areas of concrete are showing wear and are pitting due to application of de-icing salts. This is an allowance for concrete repairs and/or paver replacement as needed, based on replacement of 25% of the pavers.
3	Site Planters (repair allowance)	Site planter waterproofing was part of the plaza deck repair program and will not need to be done again until later in the study period.
4	Caulk Site Walls and Planters	Site planter and site wall caulking were part of the plaza deck repair program and will not need to be done again until later in the study period.
5	Site Privacy Walls	There are masonry privacy walls that have damage throughout the community. This is an allowance for periodic repair or replacement as needed. Due to current conditions, additional money has been allocated for the next 10 years.
6	Site Parking and Roadway Asphalt Repair (track seal & coat)	This is an allowance for periodic repairs and upkeep. The application of an asphaltic sealer helps to extend the life of the paving between major repairs.
7	Site Parking and Roadway Asphalt Repair (2" mill & resurface)	When the paving has many areas of deterioration, the top 2" of the asphalt need to be removed (milled off) and replaced with new asphalt. This allowance is for paving repairs to be completed during the paving sealer process and is required within the next one to two years.
8	Concrete Sidewalk Repair Allowance (20%)	This is an allowance for periodic repairs and upkeep of 20% of the total sidewalk areas.
9	Concrete Curb and Gutter Repair Allowance (20%)	This is an allowance for periodic repairs and upkeep of 20% of the total curb and gutter areas. This is usually done in conjunction with the asphalt milling operation.
10	Site Perimeter Masonry Wall (repair allowance)	The low masonry wall around the perimeter of the site was repointed in 2016. This is an allowance for periodic repairs and pointing of the mortar joints.
11	Site Retaining Wall at Carport (repair allowance)	The masonry retaining wall was repaired in 2016. This is an allowance for periodic repairs and pointing, as well as repair to any below-grade dampproofing that has failed.
12	Site Signage (building, parking related, etc.)	This is an allowance for replacement of the various building and parking lot signs.
13	Entry Feature Signage and Planters (repair allowance)	This is an allowance for repairs to the front entry feature signs and the associated masonry walls and planters.
14	Site Lighting at Parking Areas	The site light posts and fixtures are original and should be replaced within the next few years to match the light posts at the new plaza deck areas.

Item #	Description	Comments
15	Site Lighting at Plaza Areas	The light posts at the plaza areas were recently replaced and should not need to be replaced again until the end of the study period.
16	Site Fencing Replacement	The 6' wrought iron fencing is new, and the remainder of the low fencing should be replaced to match.
17	Landscape Allowance (large tree remove/replace)	This is an allowance for removal and replacement of overgrown trees. Some of this was completed in 2016.
18	Garage Stairwell Enclosures	These enclosures are original and are directing water into the garage. Renovation is required to resolve this problem.
	Roofs	
19	Building #4 Roof Replacement	The existing roof is approximately 11 years old and should last for another seven to nine years. Clean and re-use the ballast.
20	Building #118 Roof Replacement	The existing roof is approximately 11 years old and should last for another seven to nine years. Clean and re-use the ballast.
21	Building #118 HVAC Screen Wall and Structure	This is an allowance for masonry and concrete repairs, which are needed within the next 12 months.
22	Front Entrance Canopy Roofs - Buildings #4 & #118	The existing roofs are approximately nine years old and should last for another three to six years.
23	Garden Apartment Building Roofs - Buildings 110, 112, 114, 148, 150	Roofs were replaced in the last few years. At the end of the study period, replace asphalt shingle roofs, to be done in phases. Material to be CertainTeed Landmark Solaris shingles to match recently-completed work.
24	Garden Apartment Building Roofs - Buildings 100, 102, 104, 106, 108	Asphalt shingle roofs were replaced in 2016. Material to be CertainTeed Landmark Solaris shingles to match recently-completed work.
25	Garden Apartment Building Roofs - Buildings 120, 122	Roofs were replaced within the past few years. At the end of the study period, replace asphalt shingle roofs, to be done in phases. Material to be CertainTeed Landmark Solaris shingles to match recently-completed work.
26	Garden Apartment Building Roofs - Buildings 6, 8, 10, 12, 14	Roofs were recently replaced. At the end of the study period, replace asphalt shingle roofs, to be done in phases. Material to be CertainTeed Landmark Solaris shingles to match recently-completed work.
27	Garden Apartment Building Roofs - Buildings 16, 18, 20, 22	Roofs were replaced in 2016. At the end of the study period, replace asphalt shingle roofs, to be done in phases. Material to be CertainTeed Landmark Solaris shingles to match recently-completed work.
28	Townhouse Roofs	Roofs were replaced in 2013. At the end of the study period, replace asphalt shingle roofs, to be done in phases. Material to be CertainTeed Landmark Solaris shingles to match recently-completed work.
29	Clerestory Dormers at Garden Corridors	Leaks have been reported at many of these locations. Repair and replacement includes new windows and replacement of rotted wood framing.
30	Pool House Pavers and Roof Membrane	Replace roofing membrane and pavers. This was last completed in 2004.
31	Carpport Roof Membrane	This membrane was replaced approximately 14 years ago and no significant problems have been reported to management. Replacement is recommended every 20 years.

Item #	Description	Comments
32	Carpport Roof Structure (column replacement)	This is an allowance for steel column replacement. Currently, the steel columns show signs of deterioration at the bases, which need repairs within the next 12 months.
33	Carpport Roof Structure (repair allowance)	This is an allowance for miscellaneous structural repairs to the steel beams and columns.
34	Misc. canopy roofs (Buildings 12, 148, 110-112)	Replace canopy roofs. The one between 110 and 112 was completed in 2016.
	Pool	
35	Whitecoat Pool	This work was completed in 2015. In the next cycle, replace the whitecoat and any underlying plaster coats if not done within the last two cycles.
36	Pool Coping and Tile Replacement	This is an allowance for replacement. Any damaged or delaminated material should be replaced.
37	Miscellaneous Pool Equipment	This is an allowance for equipment replacement. Some equipment was reportedly recently replaced.
38	Pool Deck Replacement	This is an allowance for replacement of the pool deck concrete.
39	Pool and Sundeck Furniture Replacement (allowance)	This is an allowance for replacement. Management reported that it needs to be replaced soon.
40	Pool House Renovation	This is an allowance for renovations, including wall and floor finishes, fixtures, stalls, etc.
41	Fence and Railing Repairs (allowance)	This is an allowance for replacement.
42	Railing Repairs at Sundeck (allowance)	The railings at the sundeck (located above the pool house) have several code and safety-related deficiencies that should be addressed as soon as possible. The height of the rails should be 42" above the paver surface and the space between the vertical railing pickets should not be greater than 4". Replacement cost is scheduled for 2016 and repair costs in the out years.
	Garage	
43	Garage Repair Allowance (spalls, routing and sealing cracks, etc.)	This is an allowance for periodic repairs to the concrete and joints due to water leakage and concrete deterioration. This is needed within the next 12 months.
44	Garage Painting	This is an allowance for ceiling and column painting, which is needed now that the plaza deck repairs above are completed. This will increase the lighting within the garage.
	Exterior/Facade	
45	Balcony Repairs - Building #4 (allowance)	This is an allowance for major repairs to the concrete, railings, and coatings. This should be done on a phased basis in a five to seven year cycle, with every balcony needing repairs every 15 years. Currently, cracks are visible at many of the front edges, which will allow water to infiltrate and continue to corrode the reinforcing steel within the concrete slabs. The values used for this report were provided by the General Manager based on an engineering survey performed in 2016 by another engineering firm.
46	Balcony Repairs - Building #118 (allowance)	This is an allowance for periodic repairs as noted above.
47	Balcony Repairs - Garden Apartments (allowance)	This is an allowance for periodic repairs as noted above.

Item #	Description	Comments
48	Sealants, Masonry/Concrete Repairs - Building #4 (allowance)	This is an allowance for periodic replacement of sealants, repair and recoating of stucco and concrete surfaces, and repairs to the concrete and masonry at the exterior facades. This should be done on a rotating basis in a five to seven year cycle, with every tier needing repairs every 15 years. The values used for this report were provided by the General Manager based on an engineering survey performed in 2016 by another engineering firm.
49	Sealants, Masonry/Concrete Repairs - Building #118 (allowance)	This is an allowance for periodic repairs as noted above.
50	Sealants, Masonry Repairs - Garden Apartments (allowance)	This is an allowance for periodic repairs as noted above.
51	Leak Repair (allowance)	This is an allowance for periodic leak repairs to the exterior facades throughout the community.
52	Exterior Doors (replacement allowance)	This is an allowance for replacement of exterior doors, as needed.
53	Roll-up Doors - Garage, Loading Dock	This is an allowance for replacement. This was scheduled for 2014 but was not completed.
54	Entrance Canopies	This is an allowance for replacement of the canopy structure.
	Common Space Interiors	
55	Lobby Renovation - Building #4 (allowance)	This is an allowance for redecoration and renovation.
56	Lobby Renovation - Building #118 (allowance)	This is an allowance for redecoration and renovation.
57	Hallway Carpet & Tile Replacement - Building #4 (allowance)	This is an allowance for replacement. Currently the carpet is wearing well, but some upgrades to the elevator lobby tile floors will be needed within the next two years.
58	Hallway Carpet & Tile Replacement - Building #118 (allowance)	This is an allowance for replacement.
59	Building Entrance Repairs - Garden Apartments	This is an allowance for periodic repairs to the common area entrances and corridors.
60	Breezeway Repairs (allowance)	This is an allowance for periodic repairs to the common area exterior breezeways.
61	Exercise Room Renovation with Equipment Replacement (allowance)	This is an allowance for renovations, including replacement of equipment. This was completed in 2016.
62	Office Renovation with Equipment Replacement (allowance)	This is an allowance for renovations. A current renovation project is complete, so this will not need to be done again until late in the study period.
63	Resident Party Room & Kitchen Renovation (allowance)	This is an allowance for renovations, including remodeling of the kitchen and replacement of appliances.
	Elevators	
64	Pedestrian Elevator Cab Renovations (allowance)	This is an allowance for refurbishing of the interiors of the high-rise elevators.
65	Elevator Door Modernization	This is an allowance for renovating the door closers of the high-rise elevators.
66	Elevator Hoist Equipment (allowance)	This is an allowance to replace the designated equipment. This work was completed a few years ago and should not be needed again within the study period.

Item #	Description	Comments
	Plumbing	
67	Water Heaters	The existing water heaters provide hot water for the entire community. They were new in 2010 and will not need to be replaced until late in the study period.
68	Domestic Booster Pumps	Replace the designated equipment. In practical terms, equipment will be replaced as it fails.
69	Valves, Backflow Preventers, etc. (replacement allowance)	This is an allowance for inspection, cleaning and periodic maintenance.
	Fire and Life Safety	
70	Fire Pumps, Controller and Transfer Switch	Replace the designated equipment.
71	Fire Alarm System Upgrade	This is an allowance for a full upgrade to the current system, which is original equipment.
72	Fire Alarm System, Pump and Associated Hardware (repair allowance)	Replace the designated equipment.
73	Sprinkler System Repairs and Equipment Replacement Allowance	At this time, only the storage rooms, trash rooms and garage are sprinklered. This is an allowance for periodic repair and replacement of the heads and equipment for these areas only. Heads were replaced in 2016 and are needed every 10 years.
	Electrical	
74	Emergency Generator (85 kw)	The current generators are 85 kw and were new in 2009. They will not need to be replaced until late in the study period. They provide emergency operation of the elevators and lighting only.
75	Electric Heaters above Garage Ceiling/Other Miscellaneous Heaters	Replace the designated equipment. Some units will likely fail prematurely. The current garage ceiling heaters were reported to not be functioning, but the sprinkler system is a dry system, so these heaters are not crucial.
76	Switchgear Replacement	The current equipment is original and will need to be upgraded and/or replaced within the study period.
77	Exterior Building Lights	Replace the designated equipment. Some units will likely fail prematurely.
78	Garage Lighting	This is an estimate for replacement. This should be done in conjunction with the painting of the garage.
79	Electrical Repairs (allowance)	This is an allowance for periodic repairs to the electrical equipment.
80	Inspect and Tighten Electrical Connections (allowance)	This is an allowance for periodic maintenance. The cycle of every two years is due to the aluminum wiring used in the property.

Item #	Description	Comments
	Mechanical	
81	Corridor HVAC - High-rise Buildings	The high-rise corridors are conditioned by two units, which are original equipment. Coils have been replaced and other maintenance has been done, but replacement will be needed within the next five years.
82	Rooftop Exhaust Fans - High-rise Buildings	Replace the designated equipment. Some units will likely fail prematurely.
83	Boilers (burners)	The boilers produce heated water, which provides heat to the property through a closed loop system. They are original equipment that have been upgraded and had new burners installed, but replacement will be needed within the study period.
84	Primary Chiller (600 ton)	This is an estimated cost for replacement of the existing chiller, which was new in 2000 and is in need of regular maintenance.
85	Step-down Chiller (350 ton)	One chiller is currently in operation and the second chiller is not. Keeping a smaller load capacity chiller as a back-up is recommended so that the property will not lose air conditioning if any repairs are needed to one of the chillers. It also allows for using the smaller one on low load days, thus extending the life of both chillers. We have shown the estimated cost for this equipment late in the study as this concept was recently tabled by the Board due to lack of funds.
86	Chiller Overhaul	This is an allowance for the needed periodic major maintenance and overhaul to the tubes and other parts.
87	Riser Replacement (allowance) - High-rise Building #118	This is an allowance for replacement of the current two-pipe riser system, which is being repaired multiple times per year due to the age of the piping and joints. A new four-pipe system could be considered as an upgrade, allowing for on-demand heating or cooling at any time. It is recommended that shut-off valves be added at each riser so that the entire system does not need to be drained when repairs are needed in one location.
88	Riser Replacement (allowance) - High-rise Building #4	This is an allowance for replacement of the current two-pipe riser system, as noted above.
89	Riser Replacement (allowance) - Garden Buildings	This is an allowance for replacement of the current two-pipe riser system, as noted above.
90	Heat Exchangers (overhaul)	Replace the designated equipment. Some gasket replacement has been done on the domestic closed loop, all reported in good condition at this time.
91	Cooling Tower	The cooling tower is part of the cooling system for the entire property. It was replaced in 2000, but has maintenance issues, such as leaking cells, etc. Replacement will be needed within the study period. Louvers were replaced in 2016.
92	Cooling Tower Overhaul	This is an allowance for the needed periodic major maintenance and overhaul at the cooling tower.
93	Underground Pipe Replacement	The heating and cooling system uses a system of underground and above-ground pipes and risers to distribute the hot and cold water needed to provide heating and cooling to the entire property. This is an allowance for replacement of underground piping as needed due to leaks. Current schedule shows 25% replacement every two years beginning in 2018.
94	Underground Fuel Tank	The current tank was replaced within the last few years and should not need replacement until the end of the study period.
95	Steam Valve Replacement	Replace the designated valves.

Item #	Description	Comments
96	Energy Management System	Replace the designated equipment. Equipment was repaired but not replaced in 2016.
97	Lobby/Fitness/Office/Party Room HVAC	Replace the designated equipment. The fitness room HVAC was replaced in 2013.
98	Elevator Machine Room HVAC	Replace the designated equipment.
99	Mechanical Pumps (circulating)	Replace the designated equipment. In practical terms, equipment will be replaced as it fails.
100	Garage Circulating Fans	Replace the designated equipment. Some units will likely fail prematurely.
101	Elevator Sump Pump	Replace the designated equipment.
102	Condensate Return Tank	Replace the designated equipment.
103	Renovation to High-rise Laundry Room Ductwork and Exhaust	Replace existing supply and return air vents, which are located incorrectly and interfere with equipment operation. One room was completed recently, but all need renovation.
104	Asbestos Abatement	This is an allowance for asbestos abatement as needed during renovation projects. The costs will be higher in the first few years, and then reduce as more areas have been abated.
105	Garage Exhaust Fans (overhaul)	Replace the designated equipment. Some units will likely fail prematurely.
	Miscellaneous Items	
106	Access System	The current entry access system was new in 2012 and should not need to be replaced until late in the study period.
107	Security Equipment (allowance)	Replace the designated equipment. Some replacement is needed within the next 12 months.
108	Trash Compactors	The current equipment was replaced in 2007.
109	Trash Chutes	Replace the designated equipment.
110	Common Laundry Room Equipment	Replace existing equipment. Current dryers are old and are too large for the rooms. Repairs will also be needed at the supply and return air vents, which are located incorrectly.
111	Mailboxes - High-rise	Replace the mailboxes.
112	Mailboxes - Gardens	Replace the mailboxes. Costs are based on a proposal received in 2012, but no work has been done yet.
113	Reserve Study Update	The reserve study should be updated every four to five years to reflect completed projects and changes at the property.