

CONDOMINIUM RESALE CERTIFICATE

Fairland Manor Condominium

Current Owner: Sayee Kparghai Trohoe Jr

Property Address: 13400 Cedar Creek Ln

Silver Spring, MD 20904-5341

Date Prepared: 12-14-2022

This Condominium Resale Certificate is being furnished to the selling unit owner named above by the council of Unit Owners of the association, in accordance with MD Real Prop. Code Ann. Section 11-135.

The following items, which the selling unit owner must provide to the purchaser, are attached to this Certificate:

1. A copy of the declaration (other than plats);
2. A copy of the by-laws; and
3. A copy of the rules and regulations of the condominium
4. The following information should be conveyed by the selling unit owner to the purchaser.

The effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the selling unit other than any restraint created by the selling unit owner is as follows:

None

The selling unit is subject to a common expense assessment as follows:

\$405.00 Monthly

As of the date of this Certificate, the following unpaid common expenses or special assessments adopted by the council of unit owners that is due and payable from the selling unit owner are:

\$405.00 December 2022

Common expense assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the selling unit owner until the selling unit has been conveyed.

Assessments which become due and payable after the date of this Certificate and prior to the conveyance of the selling unit, and which remain unpaid by the selling unit owner, may constitute a lien against the selling unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the selling unit.

Other than common expenses and special assessments, the following fees are payable by the unit owners to the Council of Unit Owners:

None

Capital expenditures approved by the Council of Unit Owners planned at the time of conveyance which are not reflected in the current operating budget are:

None

The current operating budget of the Condominium is attached and is for fiscal year:

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Fairland Manor Condominium

2022

Does the budget include the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund?

No

Judgments against the Condominium as of the date of this Certificate are:

None

Unsatisfied judgments as of the date of this certificate are listed here. As of the date of this Certificate, the Council of Unit Owners is a party to the following pending lawsuits, excluding assessment collection suits:

None

The Master Insurance Policy is issued by:

The Jacobs Company

410-995-6611

The policy contains the following coverages:

Contact Insurance Agent for this information.

Per Condominium law, the owner is responsible for up to \$10,000.00 of the insurance deductible. The policy is available for inspection during normal business hours at the offices of Chambers Management, 12051-B Tech Road, Silver Spring, MD 20904. The terms of the policy prevail over the description given in this Certificate.

The Council of Unit Owners has actual knowledge of the following violation of the applicable health or building codes with respect to the common elements of the Condominium:

None

The recreational or other facilities which are to be used or maintained by the unit owners or the Council of Unit Owners are:

Are these facilities part of the common elements?

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

CONDOMINIUM RESALE CERTIFICATE

Fairland Manor Condominium

TO BE COMPLETED BY THE SELLING UNIT OWNER

The selling unit owner has knowledge that the following alteration to the selling unit or to the limited common elements assigned to the selling unit violates a provision of the declaration, by-laws, or rules and regulations:

The selling unit owner has knowledge of the existence of the following violation of the health or building codes with respect to the selling unit or the limited common elements assigned to the selling unit:

The selling unit owner has the knowledge that the selling unit ___ is ___ is not subject to an extended lease under Real Property Article Section 11-137 or local law. If the selling unit is subject to an extended lease, a copy of the lease is attached.

CONDOMINIUM RESALE CERTIFICATE

Fairland Manor Condominium

Comments

Architectural Guidelines

Fairland Manor Condominium

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This association doe snot have separate architectural guidelines.

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**Articles of Incorporation
Fairland Manor Condominium**

Order: 3WLSG6V4B
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ARTICLES OF INCORPORATION

OF

FAIRLAND MANOR CONDOMINIUM, INC.

THIS IS TO CERTIFY:

FIRST: That I, the subscriber Maurice H. Berk, whose post office address is 4913 Hampden Lane, Bethesda, Maryland 20814, being of full legal age, do, under and by virtue of the General Laws of the State of Maryland authorizing the formation of corporations, hereby form the following corporation.

SECOND: The name of the Corporation is FAIRLAND MANOR CONDOMINIUM, INC. The Corporation is the Council of Unit Owners of the Fairland Manor Condominium.

THIRD: The Corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are to manage, operate and maintain the Fairland Manor Condominium, in accordance with the Declaration, By-Laws and Plat of Condominium duly filed among the Land Records of Montgomery County, Maryland, described in said Declaration, hereinafter referred to as the "Condominium Project."

FOURTH: The post office address of the place at which the principal office of the Corporation in this State will be located, is 4913 Hampden Lane, Bethesda, Maryland 20814. The resident agent of the Corporation is Maurice H. Berk, whose post office address is 4913 Hampden Lane, Bethesda, Maryland 20814. Said resident agent is a citizen of the State of Maryland, and actually resides therein.

FIFTH: Every person, corporation, trust or other legal entity, or any combination thereof, which is a record owner of a Condominium Unit as provided in the Declaration and By-Laws shall be a member of the Corporation.

SIXTH: The Corporation shall have one class of membership, and each member shall have the right to cast one (1) vote for each membership he owns in accordance with the terms and conditions of the By-Laws. The Corporation is not authorized to issue any capital stock.

SEVENTH: Until the first annual meeting of the members of the Corporation, which shall occur within sixty (60) days after Units representing fifty percent (50%) of the votes of the Corporation have been conveyed by the Declarant to the initial purchasers of Units, the affairs of the Corporation shall be governed by the Board of Directors, composed of three (3) persons appointed by the Declarant: Maurice H. Berk, Carole A. Berk and Al

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Policicchio. Beginning with the first annual meeting of the members of the Corporation, the Board of Directors shall be composed of three (3) persons, all of whom shall be members, employees, or officers of members of the Corporation.

The foregoing notwithstanding, the Declarant must transfer control to the Unit Owners no later than the earlier of:

A. four (4) months after conveyance of seventy-five per cent (75%) of the Units that may be created to Unit Owners other than the Declarant; or

B. five (5) years after the first Unit is conveyed to a Unit Owner other than the Declarant.

EIGHTH: Subject to the limitations set forth in the By-Laws of the Corporation, these Articles of Incorporation may be amended in accordance with the laws of the State of Maryland pertaining to stock corporations.

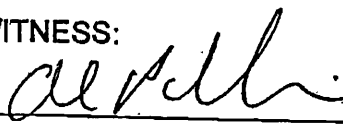
NINTH: The duration of the Corporation shall be perpetual.

TENTH: The Corporation may be dissolved only as provided in the Declaration and By-Laws, and in accordance with the laws of the State of Maryland.

ELEVENTH: No director or officer of the Corporation shall be liable to the Corporation or to its members for money damages except (1) to the extent that it is proved that such director or officer actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, or (2) to the extent that a judgment or other final adjudication adverse to such director or officer is entered in a proceeding based on a finding in the proceeding that such director's or officer's action, or failure to act, was (a) the result of active and deliberate dishonesty, or (b) intentionally wrongful, willful or malicious and, in each such case, was material to the cause of action adjudicated in the proceeding.

IN WITNESS WHEREOF, Maurice H. Berk has signed, sealed and delivered these Articles of Incorporation as his own free act and deed on this 28th day of September, 1998.

WITNESS:





Maurice H. Berk

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THIS IS NOT
A BILL



MARYLAND
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
301 W. PRESTON ST., BALTIMORE, MARYLAND 21201 / PHONE (410) 767-1340
NOTE: NEW PHONE NUMBER (410) 767-1340

YOUR ACCOUNT NUMBER WITH THIS OFFICE IS	05112396
ACKNOWLEDGEMENT NUMBER	07603125599

THE ARTICLES OF INCORPORATION
OF
MARYLAND FAVOR CONSULTANTS, INC.


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BEEN RECEIVED AND APPROVED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION THIS 4th DAY OF OCTOBER, 1992, AT 10:10 A.M. AND WILL BE RECORDED.

FEE PAID	AMOUNT
INCORPORATION FEE	20.00
INCORPORATION AND CAPITALIZATION FEE	20.00

IF COPIES OR CERTIFICATES WERE
ORDERED THEY WILL BE FORTHCOMING

TOTAL → 40.00

 **Maryland Department of Assessments and Taxation 1**
Taxpayer Services Division
 301 West Preston Street Baltimore, Maryland 21201

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Taxpayer Services Division

Entity Name: FAIRLAND MANOR CONDOMINIUM, INC.
Dept. ID #: D05112396

General Information | [Amendments](#) | [Personal Property](#) | [Certificate of Status](#)

Principal Office (Current):
 4913 HAMPDEN LANE
 BETHESDA, MD 20814

Resident Agent (Current):
 MAURICE H BERK
 4913 HAMPDEN LANE
 BETHESDA, MD 20814

Status: INCORPORATED

Good Standing: Yes

Business Code: Ordinary Business - Non-Stock

Date of Formation or Registration: 10/07/1998

State of Formation: MD

Stock/Nonstock: Nonstock

Close/Not Close: Not Close

Link Definition


General Information General Information about this entity

Amendments Original and subsequent documents filed

Personal Property Personal Property Return Filing Information and Personal Property Assessments

Certificate of Status Get a Certificate of Good Standing for this entity.

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Taxpayer Services Division

Entity Name: FAIRLAND MANOR CONDOMINIUM, INC.
Dept. ID #: D05112396

General Information | **Amendments** | **Personal Property** | **Certificate of Status**

Mailing Address

FAIRLAND MANOR CONDOMINIUM, INC.
 C/O NASH
 13409 CEDAR CREEK LAND
 SILVER SPRING, MD 20904

Personal Property Filings

<u>Asmt. Year</u>	<u>Filing Date</u>	<u>Extension</u>	<u>Penalty Amount</u>	<u>Penalty Paid Date</u>
2003	03/21/2003	No		
2002	04/15/2002	No		
2001	08/31/2001	Yes		
2000	06/08/2000	Yes		
1999	04/15/1999	No		

Personal Property Assessments Summary

<u>Asmt. Year</u>	<u>Date Assessed</u>	<u>County Base</u>	<u>Town Base</u>	<u>Date Certified</u>
2003	04/07/2003	0	0	
2002	05/16/2002	0	0	
2001	10/09/2001	0	0	
2000	08/14/2000	0	0	
1999	10/14/1999	0	0	

Personal Property Assessments Certification Information

<u>Asmt. Year</u>	<u>Location</u>	<u>County</u>	<u>License</u>	<u>Town</u>	<u>Date Certified</u>
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Budget
Fairland Manor Condominium

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FAIRLAND MANOR CONDOMINIUM, INC
Amended 2022 Budget - Approved 3/2/2022

ITEM	2022 Budget
INCOME	
Operating Assessments	\$ 34,900.00
Reserve Fund Assessment	\$ 12,000.00
TOTAL INCOME	\$ 46,900.00
OPERATING EXPENSES	
Administrative Expenses	
Comm.On Common Ownership Comm.	\$ 50.00
Conditional Use Fee	\$ 392.00
Postage, Copies & Supplies	\$ 250.00
Subtotal	\$ 692.00
Professional Services	
Auditor	\$ 575.00
Legal Fees	
Management Fees	\$ 1,980.00
Subtotal	\$ 2,555.00
Building & Grounds Maintenance	
Building Exterior Repairs & Maintenance	\$ 2,500.00
Electrical Repairs and Supplies	\$ 100.00
Grounds Improvements	\$ 100.00
Exterminator Contract	\$ 805.00
Landscaping Contract	\$ 9,000.00
Snow Removal Contract	\$ 6,497.00
Subtotal	\$ 19,002.00
Utilities	
Electricity	\$ 550.00
Subtotal	\$ 550.00
Insurance, Taxes, and Licenses	
Insurance	\$ 12,101.00
Subtotal	\$ 12,101.00
TOTAL OPERATING EXPENSES	\$ 34,900.00
RESERVE ACCOUNT EXPENSES	
Reserve Fund	\$ 12,000.00
TOTAL RESERVE FUND EXPENSES	\$ 12,000.00
TOTAL EXPENSES	\$ 46,900.00

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Bylaws
Fairland Manor Condominium

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LF 16195.235

EXHIBIT "B"

**BYLAWS
COUNCIL OF UNIT OWNERS OF
FAIRLAND MANOR CONDOMINIUM**

ARTICLE I
Name and Location

Section 1. Name and Location. The name of the Council of Unit Owners is as follows:

FAIRLAND MANOR CONDOMINIUM, INC.

Its principal office and mailing address is as follows:

4913 Hampden Lane
Bethesda, Maryland 20814

Section 2. Resident Agent. The resident agent for the Condominium in the State of Maryland is H. Mark Rabin who is a citizen and actual resident of the State of Maryland and whose address is 4550 Montgomery Avenue, Suite 900, Bethesda, Maryland 20814. The name or address of the resident agent may, at any time, be changed by the Board of Directors of the Condominium.

ARTICLE II
Definitions

Section 1. Declaration. "Declaration," as used herein, means that certain Declaration made the 8th day of August, 1998, by the Declarant therein identified, pursuant to the Maryland Condominium Act, as from time to time amended, by which certain described premises (including land) are submitted to a condominium property regime and which Declaration is recorded among the Land Records for Montgomery County, Maryland, immediately prior hereto and to which these Bylaws are appended as an exhibit.

Section 2. Mortgagee. "Mortgagee," as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the condominium units in the condominium. "Mortgage," as

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used herein, shall include deed of trust. "First Mortgage," as used herein, shall mean a mortgage with priority over other mortgages. As used in these Bylaws, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in these Bylaws, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds or mortgage companies.

Section 3. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration or in the Maryland Condominium Act, as from time to time amended.

ARTICLE III Membership

Section 1. Members. Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds legal title to a unit within the condominium shall be a member of the Council of Unit Owners; provided, however, that any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof who holds such interest solely as security for the performance of an obligation shall not be a member of the Council of Unit Owners by reason only of such interest.

ARTICLE IV Meetings of Unit Owners

Section 1. Place of Meeting. Meetings of the unit owners shall be held at the principal office of the Council of Unit Owners or at such other suitable place within the State of Maryland reasonably convenient to the unit owners as may from time to time be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the unit owners shall be held at such time as the Board of Directors shall determine but, in any event, within sixty (60) days after units representing fifty (50) percent of the votes in the project have been sold and title to the same has been conveyed by the Declarant. Thereafter, the annual meetings of the unit owners shall be held within the same month of each succeeding year. At such meeting there shall be elected by ballot of the unit owners a Board of Directors in accordance with the requirements of Article V of these Bylaws. The unit owners may also transact such other business of the Council of Unit Owners as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners as directed by resolution of the Board of Directors or upon a petition signed by unit owners constituting forty percent (40%) of the total number of votes

entitled to be cast at any meeting of the Council of Unit Owners, provided, however, that, except upon resolution of the Board of Directors, no special meeting of the unit owners shall be called prior to the first annual meeting of unit owners as hereinabove provided. 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 specifically stated in the notice.

Section 4. Roster of Unit Owners. The Council of Unit Owners shall maintain a current roster of the names and addresses of each unit owner to which written notice of meetings of the Council of Unit Owners shall be delivered or mailed. Each unit owner shall furnish the Council of Unit Owners with his name and correct mailing address.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail or otherwise deliver a notice of each annual and special meeting of the Council of Unit Owners, stating the purpose thereof, as well as the time and place where it is to be held, to each unit owner at his address as it appears on the roster of unit owners maintained by the Council of Unit Owners, or if no such address appears, at his last known place of address or at his condominium unit, not less than ten (10) or more than ninety (90) days prior to such meeting. Notice by either such method shall be considered as notice served and proof of such notice shall be made by the affidavit of the person giving such notice. Attendance by a unit owner at any annual or special meeting shall constitute a waiver of notice by him of the time, place and purpose thereof. Notice of any annual or special meeting of the unit owners may also be waived by any unit owner either prior to, at or after any such meeting.

Section 6. Quorum. The presence, either in person or by proxy, of unit owners representing twenty-five percent (25%) of the votes entitled to be cast at such meeting shall be required for, and shall constitute a quorum for the transaction of business at all meetings of members.

Section 7. Adjourned Meetings. If any meeting of unit owners cannot be organized because of a lack of a quorum, the unit owners 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 or more than ten (10) days from the time the original meeting was called.

Section 8. Voting. At every meeting of the Council of Unit Owners, each of the unit owners shall have the right to cast one (1) vote on each question. A majority of the votes of the unit owners present and voting, in person or by proxy, shall decide any question brought before such meeting, unless a question is one upon which, by express provision of the Maryland Condominium Act or of the Declaration or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote for any condominium unit 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 condominium unit is noted at such meeting. In the event all of the co-owners of such

condominium unit who are present at any meeting of the unit owners are unable to agree on the manner in which the vote for such condominium unit shall be cast on any particular question, then such vote shall not be counted for purposes of deciding the question. In the event any unit is owned by a corporation, then the vote appurtenant to such unit shall be cast by a person designated in a certificate signed by the president or any vice president and attested by the secretary or an assistant secretary of such corporation and filed with the secretary of the Council of Unit Owners at or prior to the meeting. Any such certificate shall remain valid until revoked or superseded in writing. The vote appurtenant to any condominium unit which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No unit owner 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 Council of Unit Owners to be more than thirty (30) days delinquent in any payment due the Council of Unit Owners and a statement of condominium lien has been recorded on the Unit Owners' Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 9. Proxies. A unit owner may appoint any other unit owner, his tenant, mortgagee, the Declarant, or the Management Agent, if any, as his proxy. In no case may any unit owner (except the Declarant, the Management Agent or any mortgagee) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing, in a form approved by the Board of Directors, and must be filed with the Secretary at or 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 unit owner, provided, however, that no proxy is effective for a period in excess of one hundred eighty (180) days unless granted to a mortgagee or lessee of the condominium unit to which the votes are appurtenant.

Section 10. Rights of Mortgagees. Any institutional mortgagee of any condominium unit in the condominium who desires notice of the annual and special meetings of the unit owners shall notify the Secretary to that effect by Certified Mail, Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the unit owners should be addressed. The Secretary of the Council of Unit Owners shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the unit owners to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are provided in this Article for notice to the members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the unit owners and such representative may participate in the discussions at any such meeting of the unit owners and may, upon his request made to the Chairman in advance of the meeting, address the unit owners present at any such meeting. Such representative shall have no

Maurice H. Berk
Carole A. Berk
Al Policicchio

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Council of Unit Owners and the condominium and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the unit owners. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

- a. to provide for the care, upkeep and surveillance of the condominium and its general and limited common elements and services in a manner consistent with law and the provisions of these Bylaws and the Declaration;
- b. to establish, collect, use and expend assessments and carrying charges from the unit owners and to provide for the assessment, the filing and enforcement of Statements of Condominium Lien therefore in a manner consistent with law and the provisions of these Bylaws and the Declaration;
- c. to designate, hire and dismiss the personnel necessary for the maintenance and administration of the condominium and the provisions of these Bylaws and the Declaration;
- d. to promulgate and enforce such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of the condominium and the use of the general and limited common elements by the unit owners and others, all of which shall be consistent with law and the provisions of these Bylaws and the Declaration;
- e. to authorize, in their discretion, the payment of refunds from residual receipts or common profits when and as reflected in the annual report; and
- f. to enter into agreements whereby the Council of Unit Owners acquires leaseholds, memberships and other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the unit owners and to declare expenses incurred in connection therewith to be common expenses of the Council of Unit Owners;
- g. to purchase insurance upon the condominium in the manner provided for in these Bylaws;
- h. to repair, restore or reconstruct all or any part of the condominium after any casualty loss in a manner consistent with law and the provisions of these Bylaws and to otherwise improve the condominium;

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- i. to lease and grant licenses, easements, rights-of-way and other rights of use on all or any part of the common elements of the condominium; and
- j. to purchase condominium units in the condominium and to lease, mortgage or convey the same, subject to the provisions of these Bylaws and the Declaration;
- k. to enter into sharing agreements for the use, care and maintenance of all streets, roadways, parking areas, landscaping and/or utilities with the owner(s) of the Expansion Property in the event that it is not annexed into the condominium.

Section 4. Management Agent. The Board of Directors may employ for the Council of Unit Owners a management agent or manager (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. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice thereof. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

Section 5. Election and Term of Office. The term of the Directors named herein shall expire when their successors have been elected at the first annual meeting of unit owners and are duly qualified. The election of Directors shall be by ballot, unless balloting is dispensed with by the unanimous consent of the unit owners present at any meeting, in person or by proxy. There shall be no cumulative voting. Directors shall hold office until their successors have been elected and hold their first regular meeting. At the first annual meeting the unit owners may decide to stagger the terms of the directors to provide for a continuum of management, provided, however that no director shall serve for an initial term of more than two (2) years.

Section 6. Vacancies. Vacancies on 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 a 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 unit owners at the next annual meeting to serve out the unexpired portion of the term.

Section 7. Removal of Directors. At an annual meeting of unit owners, or at any special meeting duly called for such purpose (but only at or after the first annual meeting of unit owners, as hereinabove provided) any Director may be removed with or without cause by the affirmative vote of the majority of the votes of the unit owners present and voting, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the unit owners shall be given 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 or carrying

charges due the Council of Unit Owners may be terminated by resolution of the remaining Directors and the remaining Directors shall appoint his successor as provided in this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. After the first annual meeting of the unit owners, no remuneration shall be paid to any Director who is also a unit owner for services performed by him for the Council of Unit Owners in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before such services are undertaken. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as Directors.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held immediately following the meeting at which new directors were elected and no notice shall be necessary in order to constitute such meeting, provided a majority of the whole Board of Directors shall be present at such first meeting.

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 on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least one-third (1/3) of the directors.

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

Section 13. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at any 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

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to time. At any such adjourned 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. Telephone Meetings. Members of the Board may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time.

ARTICLE VI Officers

Section 1. Designation. The principal officers of the Council of Unit Owners 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 unit owners, the officers of the Council of Unit Owners need not be unit owners. Thereafter, except for the President, the officers of the Council of Unit Owners need not be unit owners. 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 Council of Unit Owners shall be elected annually by the Board of Directors at the first 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 at 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 Council of Unit Owners. He shall preside at all meetings of the unit owners 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, but not limited to, the power to appoint such committees from among the unit owners from time to time as he may, in his discretion decide are appropriate to assist in the conduct of the affairs of the Council of Unit Owners. The President shall count the votes at all meetings of the unit owners.

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 assist the President generally and shall 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 unit owners for the recording of the resolutions of the Council of Unit Owners. The Secretary shall give notice of all annual and special meetings of the unit owners in conformity with the requirements of these By-Laws. The Secretary shall have custody of the seal of the Council of Unit Owners, if any. The Secretary 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 of the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for all funds and securities of the Council of Unit Owners and shall be responsible for keeping, or causing to be kept, full and accurate accounts of all receipts and disbursements in books belonging to the Council of Unit Owners. He shall be responsible for causing the deposit of all monies and other valuable effects in the name, and to the credit, of the Council of Unit Owners 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 Council of Unit Owners shall indemnify every officer and Director of the Council of Unit Owners 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 Board of Directors of the Council of Unit Owners) to which he may be made a party by reason of being or having been an officer or Director of the Council of Unit Owners, whether or not such person is an officer or Director of the Council of Unit Owners at the time such expenses are incurred. The officers and Directors of the Council of Unit Owners shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council of Unit Owners or the condominium (except to the extent that such officers or Directors may also be owners of condominium units) and the Council of Unit Owners shall indemnify and forever hold each such officer or 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 be in addition to and not exclusive of any other rights to which any officer or Director of the Council of Unit Owners or former officer or Director of the Council of Unit Owners may be entitled under the Maryland Condominium Act or otherwise.

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 Council of Unit

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Owners and the condominium. No contract or other transaction between the Council of Unit Owners and one or more of its Directors, or between the Council of Unit Owners and any corporation, firm or association (including the Declarant) in which one or more of the Directors of the Council of Unit Owners 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 purposes, 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 of Directors 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 unit owners, 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 Council of Unit Owners 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

Assessments and Carrying Charges for Common Expenses

Section 1. Annual Assessments. Each unit owner shall pay to the Council of Unit Owners, in advance, a sum (hereinafter sometimes referred to as "assessments") equal to the unit owner's proportionate share (determined in accordance with the percentage interests in common expenses and common profits of the condominium set forth on Exhibit C attached to the Declaration or as otherwise established in the Declaration) of the sum required by the Council of Unit Owners, 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 and services furnished, including, without limitation, charges by the Council of Unit Owners for facilities and services furnished by it; and

(b) the cost of necessary management and administration, including fees paid to any Management Agent; and

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- (c) the amount of all taxes and assessments levied against the Council of Unit Owners 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 coverage and liability insurance on the project and the cost of such other insurance as the Council of Unit Owners may effect; and
- (e) the cost of furnishing water, electricity, heat, garbage and trash collection and other utilities, to the extent furnished by the Council of Unit Owners; and
- (f) the cost of funding all reserves established by the Council of Unit Owners, including, when appropriate, a general operating reserve and a reserve for replacements; and
- (g) the estimated cost of repairs, maintenance and replacements of the common elements of the condominium to be made by the Council of Unit Owners.

The Board of Directors shall determine the amount of the assessments at least annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a monthly, quarterly, semi-annual or annual basis. The payment of the annual assessment on an installment basis is a privilege, not a right, and such privilege may be revoked and the annual assessment accelerated in its entirety in the event that any unit owner is more than thirty (30) days delinquent in the payment of any installment.

The Board of Directors of the Council of Unit Owners shall make reasonable efforts to fix the amount of the assessment against each condominium unit for each annual assessment period at least thirty (30) days in advance of the adoption of the budget and shall, at that time, prepare a roster of the condominium units and assessments applicable thereto which shall be kept in the office of the Council of Unit Owners and shall be open to inspection by the owner or mortgagee of any condominium unit, and by their respective duly authorized agents and attorneys, upon reasonable notice to the Board of Directors. Written notice of the assessments shall thereupon be sent to the unit owners. The omission of the Board of Directors, before the expiration of any annual assessment period, to fix assessments for that or the next such period shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any unit owner 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 unit owner may exempt himself from liability for assessments by a waiver of the use or enjoyment of any of the common elements or by abandonment of any condominium unit belonging to him, or by declining services.

Section 2. Budget. The Board of Directors, with the assistance and counsel of the Management Agent, if any, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Council of Unit Owners

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to meet its annual expenses and reasonable reserve requirements for that period. Copies of the budget thus prepared shall be available for examination by the unit owners and their duly authorized agents and attorneys, including institutional holders of any first mortgage.

Section 3. Special Assessments. In addition to the regular assessments authorized by this Article, the Board of Directors 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 condominium, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate.

Section 4. Non-Payment of Assessments - Statement of Condominium Lien. Any assessment levied pursuant to the Declaration or these Bylaws, and any installment thereof, which is not paid on the date when due, shall be delinquent and shall entitle the Council of Unit Owners to claim the amount of such assessment, together with interest thereon and the actual costs of collection thereof, as a lien on the condominium unit against which it is assessed; provided, however, that such lien shall be effective only after a Statement of Condominium Lien is recorded among the Land Records for Montgomery County, Maryland in such form as shall be prescribed by the Act.

Upon recordation of the Statement of Condominium Lien as aforesaid, the lien shall bind the condominium unit described in the Statement of Condominium Lien in the hands of the unit owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the unit owner to pay the assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to the Declaration or these Bylaws, or any installment thereof, may be maintained without foreclosing or waiving the lien established by the Statement of Condominium Lien to secure payment of such assessment. Upon full payment of the amount for which the lien is claimed, the unit owner shall be entitled to a recordable satisfaction of the lien.

Any assessment levied pursuant to the Declaration or these Bylaws, and any installment thereof, which is not paid when due, may, upon resolution of the Board of Directors, subject the unit owner obligated to pay the same to the payment of such penalty or "late charge" as the Board of Directors may fix and the Council of Unit Owners may bring an action at law against the unit owner personally obligated to pay the same or may, after the recordation of the Statement of Condominium Lien provided for in this Article and in the Condominium Act, foreclose the lien against the condominium unit or units then belonging to said unit owner in the same manner, and subject to the same requirements, now or hereafter provided for the foreclosure of mortgages or deeds of trust in the State of Maryland containing a power of sale or an assent to a decree, in either of which events interest at the rate of ten percent (10%) per annum, actual costs of collection, and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment. Suit for any deficiency following foreclosure

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may be maintained in the same proceeding. No suit may be brought to foreclose the lien except after ten (10) days' written notice to the unit owner given by Certified Mail, Return Receipt Requested to the address of the unit owner shown on the roster of unit owners maintained by the Council of Unit Owners.

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

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

Section 5. Priority of Lien. The lien established by the recordation of a Statement of Condominium Lien, as in this Article provided, shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) general and special assessments for ad valorem real estate taxes on the condominium unit; and

(b) the lien of any bona fide deed of trust, mortgage or other encumbrance duly recorded on the condominium unit prior to the recordation of the Statement of Condominium Lien, or duly recorded on the condominium unit after receipt by the holder of any such mortgage (or the holder of the indebtedness or note secured thereby) of a certificate or statement in writing signed by an officer or agent of the Council of Unit Owners stating the payments on account of all assessments levied by the Council of Unit Owners against the condominium unit were current as of the date of recordation of such deed of trust, mortgage instrument or other instrument.

The lien established by the recordation of a Statement of Condominium Lien, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance duly recorded on the condominium unit and made in good faith and for value received; provided, however, that such subordination shall apply only to assessments, and installments thereof, which have become due and payable prior to a sale or transfer of the condominium pursuant to a foreclosure or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the condominium unit and made in good faith and for value received who comes into possession of the condominium unit pursuant to a foreclosure or any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any other purchaser at a foreclosure sale, shall take the condominium unit free of any claims for unpaid common expense assessments and carrying charges levied against the

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condominium unit which accrue prior to the time such holder comes into possession of the condominium unit or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid common expense assessments and carrying charges resulting from a reallocation of such unpaid common expense assessments or carrying charges among all of the condominium units in the condominium. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at any foreclosure sale from any liability for any common expense assessments and carrying charges thereafter becoming due, or from the lien established by the recordation of a Statement of Condominium Lien with respect to any common expense assessments and carrying charges thereafter becoming due.

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

Section 6. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to the Declaration or these Bylaws, 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, after fifteen (15) days' written notice of intention to accelerate, as provided by 11-110(e) of the Act.

Section 7. Assessment Certificates. The Council of Unit Owners shall, upon demand at any time, furnish to any unit owner liable for any assessment levied pursuant to the Declaration or these Bylaws (or any other party legitimately interested in the same) a certificate in writing signed by an officer or agent of the Council of Unit Owners, 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 installment 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 Council of Unit Owners for each certificate so delivered, except that no charge shall be levied against an institutional mortgagee of any condominium unit in the condominium who requests such a certificate.

ARTICLE IX Use Restrictions

Section 1. Residential Use. The condominium units shall be used for residential purposes by elderly and handicapped persons and such other residential uses as are permitted by the Special Exception granted the Declarant and such other uses as shall be from time to time permitted by the applicable zoning ordinances of Montgomery County, Maryland.

Section 2. Prohibited Uses and Nuisances. Except for the activities of the Declarant and its agents in connection with the construction of the condominium, and

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except as may be reasonable and necessary in connection with the maintenance, improvement, repair or reconstruction of any portion of the condominium by the Declarant or the Council of Unit Owners:

(a) no commercial trade or activity whatsoever shall be carried on within the condominium or within any condominium unit;

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

(c) there shall be no obstruction of any of the common elements. Nothing shall be stored upon any of the common elements, excepting those areas designated for storage of personal property by the owners of the condominium units.

(d) nothing shall be done or maintained in any condominium unit or upon any of the common elements which will increase the rate of insurance on any condominium unit or the 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 the common elements which would be in violation of any law. No waste shall be committed upon any of the common elements.

(e) no structural alteration, construction, addition or removal of any condominium unit or the common elements shall be commenced or conducted except in strict accordance with the provisions of these Bylaws.

(f) except for real estate signs and such signs as may be posted by the Declarant or the Council of Unit Owners for promotional or marketing purposes, traffic control or the like, no signs of any character shall be erected, posted or displayed upon, in, from or about any condominium unit or the common elements without the prior consent in writing of the Board of Directors and upon 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 by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or other proceedings, arrangement, assignment or deed in lieu of foreclosure.

(g) except as hereinelsewhere provided, no junk vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the general common elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the common elements or within or upon any condominium unit.

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(h) no accumulation or storage of litter or trash of any kind shall be permitted within any condominium unit or upon any of the common elements. All refuse shall be deposited with care in trash receptacles designated for such purpose. No trash or garbage containers shall be deposited, kept or stored on any common element.

(i) no unit owner shall engage or direct any employee of the Council of Unit Owners or the Management Agent on any private business of the unit owner during the hours such employee is employed by the Council for Unit Owners or the Management Agent nor shall any member direct, supervise or in any manner attempt to assert control over any such employee.

(j) 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 unit owners by them in writing, and the Board of Directors is hereby and elsewhere in these Bylaws authorized to adopt and promulgate such rules.

Section 3. Ad Hoc Committee. The Board of Directors may designate an Ad Hoc Committee to investigate and hear complaints of violation of the foregoing Use Regulations.

ARTICLE X Insurance

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

(a) casualty or physical damage insurance in an amount equal to the full replacement value (i.e., 100% of "replacement cost" exclusive of land, foundation and excavation) of the condominium (including all building service equipment and the like) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, an "Increased Cost of Construction Endorsement" or its equivalent, a "Condominium Replacement Cost Endorsement" or its equivalent, 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:

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

(ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, boiler and machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and

(b) public liability insurance with a "Severability of Interest Endorsement" or its equivalent in such amounts and in such forms as may be considered appropriate by the Board of Directors (but not less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injuries and/or property damage arising out of single occurrence) including, but not limited to, legal liability, hired automobile liability, non-owned automobile liability, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including any and all other liability incident to the ownership and use of the condominium or any portion thereof; and

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

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

(e) such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by these Bylaws, as are or shall hereafter be considered appropriate by the Board of Directors. The Board of Directors shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers and Directors of the Council of Unit Owners, trustees for the Council of Unit Owners and such employees and agents of the Council of Unit Owners who handle or are responsible for the handling of funds of the Council of Unit Owners. Such fidelity coverage shall meet the following requirements:

(i) all such fidelity bonds and policies of insurance shall name the Council of Unit Owners as obligee or named insured, as the circumstances may require, and

(ii) all such fidelity bonds and policies of insurance shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating budget of the condominium, including reserves, and

(iii) all such fidelity bonds and policies of insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and

(iv) all such fidelity bonds and insurance shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to any and all obligees and insureds named thereon and to any mortgagee of any condominium unit who requests such notice in writing.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article, except the individual policies of unit owners, shall be subject to the following provisions:

(a) all policies shall be written or reinsured with a company or companies licensed to do business in the State where the condominium is located and holding a rating of "Class VII" or better in the current edition of Best's Insurance Guide.

(b) exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Council of Unit Owners, as a trustee for the owners of the condominium unit, or its authorized representatives, including any trustee with which the Council of Unit Owners 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 Council of Unit Owners pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board of Directors and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any owner of any condominium unit, or their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of neglect or negligence on the part of any of them.

(e) all policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) 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.

(f) 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 any Insurance Trust Agreement to which the Council of Unit Owners may be a party, these Bylaws or the provisions of the Condominium Act.

(g) all policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Council of Unit Owners, the Board of Directors, the owner

value of the condominium, as estimated by the Board of Directors and the insurer pursuant to the requirements of Section 4(a) of this Article for the period during which such loss was sustained, and the unit owners do not promptly and unanimously resolve to proceed with repair or reconstruction, then and in that event the condominium shall be deemed to be owned in common by the owners of all of the condominium units in the same proportion as that established in the Declaration for ownership of appurtenant undivided interests in the common elements and the condominium shall be subject to an action for partition at the suit of the owner of any condominium unit, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Council of Unit Owners or the unit owners in common, shall be considered as one fund and shall be divided among the owners of all of the condominium units in the same proportion as that established in the Declaration 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 payment is required by any lienor and to the extent such share is sufficient for the purpose, all liens upon said condominium unit in accordance with the priority of interests in each unit.

Section 4. Insurance Trustee. In the event the cost of reconstruction and/or repair (as estimated by the Board of Directors) shall exceed an amount equal to five percent (5%) of the full replacement value of the condominium, as estimated by the Board of Directors and the insurer pursuant to the requirements of these Bylaws for the period during which such loss was sustained, and the institutional holder or holders of any mortgages or other obligations secured by any condominium unit or units in the aggregate principal sum of more than \$250,000.00 (hereinafter in this Section 4 called the "mortgagee") shall so require, all proceeds of insurance shall be paid over to a trust company or bank (the "Insurance Trustee") having trust powers and authorized to engage in trust business in the jurisdiction where the condominium is located, and having a construction loan department, through which such trust fund shall be administered, selected by the Board of Directors with the approval of the mortgagees, and shall be paid out from time to time as the reconstruction or repair progresses in accordance with the provisions of an Insurance Trust Agreement satisfactory in form and substance to the mortgagee and which shall contain, inter alia, the following provisions:

(a) the reconstruction or repair shall be in the charge of an architect or engineer, who may be an employee of the Council of Unit Owners, satisfactory to the mortgagee, and hereinafter in this Section 4 called the "architect."

(b) prior to the commencement of the reconstruction or repair, other than such work as may be necessary to protect the condominium from further damage, the mortgagee shall have approved the plans and specifications for such reconstruction or repair, which approval shall not be unreasonably withheld or delayed.

(c) unless otherwise required by the mortgagee, each request for an advance of the proceeds of insurance shall be made to the mortgagee at least ten (10) days prior to delivery to the Insurance Trustee and shall be accompanied by a certificate

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ARTICLE XII
Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Council of Unit Owners shall begin on the first day of January every year, except for the first fiscal year of the Council of Unit Owners which shall begin at the date of filing of the Articles of Incorporation with the Maryland State Department of Assessments and Taxation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Council of Unit Owners subsequently dictate.

Section 2. Principal Office - Change of Same. The principal office of the Council of Unit Owners shall be as set forth in Article I of these Bylaws. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Council of Unit Owners from time to time; provided, however, that no such change shall become effective until a certificate evidencing such change shall have been made by the Secretary or any Assistant Secretary of the Council of Unit Owners and filed, in the name of the Council of Unit Owners, among the records of the State Department of Assessments and Taxation.

Section 3. Books and Accounts. Books and accounts of the Council of Unit Owners shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books and detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Council of Unit Owners and its administration and shall specify the maintenance and repair expenses of the common elements of the condominium, services provided with respect to the same, and any other expenses incurred by the Council of Unit Owners. The amount of assessment required for payment of any capital expenditures or reserves of the Council of Unit Owners may be credited upon the books of the Council of Unit Owners to the "Paid-in-Surplus" account as a capital contribution by the members. The receipts and expenditures of the Council of Unit Owners shall be credited and charged to other accounts under at least the following classifications:

(a) "Current Operations" which shall involve the control of actual expenses of the Council of Unit Owners, including reasonable allowances for necessary contingencies and working capital funds in relation to the assessments and expenses hereinelsewhere provided for; and

(b) "Reserves for Deferred Maintenance" which shall involve the control of monthly funding and maintenance of such deferred maintenance costs and reserves as are approved by the Board of Directors from time to time; and

(c) "Reserves for Replacement" which shall involve the control of such reserves for replacement as are provided for in these Bylaws and as may from time to time be approved by the Board of Directors; and

(d) "Other Reserves" which shall involve the control over funding and charges against any other reserve funds which may from time to time be approved by the Board of Directors; and

(e) "Investments" which shall involve the control over the investment of reserve funds and such other funds as may be deemed suitable for investment on a temporary basis by the Board of Directors; and

(f) "Betterments" which shall involve the control over funds to be used for the purpose of defraying the cost of any construction or reconstruction, unanticipated repair or replacement of a described capital improvements and for expenditures for additional capital improvements or personal property made or acquired by the Council of Unit Owners with the approval of the Board of Directors.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Council of Unit Owners shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Council of Unit Owners shall furnish the unit owners and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Council of Unit Owners, within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Council of Unit Owners, vouchers accrediting the entries made thereupon, and all other records maintained by the Council of Unit Owners shall be available for examination by the unit owners and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any condominium unit and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

Section 6. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Council of Unit Owners by either the President or a Vice President, and all checks shall be executed on behalf of the Council of Unit Owners by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

ARTICLE XIII Physical Management

Section 1. Management and Common Expense. The Council of Unit Owners, acting by and through its Board of Directors, shall manage, operate and maintain the condominium and, for the benefit of the condominium units and the unit owners, shall enforce the provisions hereof and shall pay out of the common expense fund hereinafter provided for the cost of managing, operating and maintaining the condominium, including, without limitation, the following:

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- (a) the cost of providing water, sewer, garbage and trash collection and electrical, and other necessary utility services for the common elements; and
- (b) the cost of fire and extended liability insurance on the condominium and the cost of such other insurance as the Council of Unit Owners may effect; and
- (c) the cost of services of a person or firm to manage the project to the extent deemed advisable by the Council of Unit Owners consistent with the provisions of these Bylaws, together with the services of such other personnel as the Board of Directors of the Council of Unit Owners shall consider necessary for the operation of the condominium; and
- (d) the cost of providing such legal and accounting services as may be considered necessary by the Board of Directors for the operation of the condominium; and
- (e) the cost of repairs, maintenance, service and replacement of the common elements of the condominium, including, without limitation, the cost of painting, and the provision of such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper; provided, however, that nothing herein contained shall require the Council of Unit Owners to repair, replace or otherwise maintain any condominium unit or any fixtures, appliances, equipment or the like located therein; and
- (f) the cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Council of Unit Owners 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 condominium; provided, however, that if any of the aforementioned are provided or paid for the specific 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 this Article; and
- (g) the cost of maintenance or repair of any condominium unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common elements or to preserve the appearance or value of the condominium, or is otherwise in the interest of the general welfare of all of the unit owners; provided, however, that, except in cases involving emergencies or manifest danger to safety of person or property, no such maintenance or repair shall be undertaken without a resolution of 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 for which such maintenance or repairs 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 obligation of said unit owner in all respects as provided in Article VIII of these Bylaws; and

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

Section 2. Council of Unit Owners as Attorney-in-Fact. The Council of Unit Owners is hereby irrevocably appointed as attorney-in-fact for the owners for the condominium units in the condominium, and for each of them, to manage, control and deal with the interests of such unit owners in the common elements of the condominium so as to permit the Council of Unit Owners to fulfill all of its powers, functions and duties under the provisions of the Condominium Act, the Declaration and Bylaws, and to exercise all of its rights thereunder and to deal with the condominium upon its destruction and the proceeds of any insurance indemnity, as hereinelsewhere provided. The foregoing shall be deemed to be a power of attorney, coupled with an interest, and the acceptance by any person or entity of any interest in any condominium unit shall constitute an irrevocable appointment of the Council of Unit Owners as attorney-in-fact as aforesaid.

Section 3. Management Agent. The Council of Unit Owners may by contract in writing delegate any of its ministerial duties, powers or functions to the Management Agent. The Council of Unit Owners 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 4. Duty to Maintain. Except for maintenance requirements herein imposed upon the Council of Unit Owners, the owner of any condominium unit shall, at his own expense, maintain his condominium unit and any and all equipment, appliances or fixtures therein situate, and its other appurtenances in good order, condition and repair, 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. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair, replace any plumbing and electrical fixtures, lighting fixtures, refrigerators, freezers, trash compactors, dishwashers, disposals, ranges, range hoods and other equipment that may be in or declared to be appurtenant to such condominium unit. The owner of any condominium unit shall also, at his own expense, keep any 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 5. Windows and Doors. The owner of any condominium unit shall, at his own expense, clean and maintain both the interior and exterior surfaces of all windows of such condominium unit and shall, at his own expense, clean and maintain the interior and exterior surface of all entry doors of the condominium unit. Any change in the color of an exterior door shall have the prior written approval of the Board of Directors. Notwithstanding the provisions of this Section, the Board of Directors may resolve to clean and/or maintain the exterior surfaces of some or all windows and doors in the condominium

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at common expense in accordance with a schedule to be determined by the Board of Directors.

Section 6. Access at Reasonable Times. The Council of Unit Owners shall have an irrevocable right and an easement to enter condominiums for the purpose of making repairs to the common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. Except in cases involving manifest damage to public safety or property, the Council of Unit Owners shall make a reasonable effort to give notice to the owner of any condominium unit to be entered for the purpose of such repairs. No entry by the Council of Unit Owners for the purpose specified in this Section may be considered a trespass.

Section 7. Easement for Utilities and Related Purposes. The Council of Unit Owners is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, overhead or underground conduits and such other purposes related to the provisions of public utilities to the condominium 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 welfare of the owners of the condominium units or the Declarant.

Section 8. Limitation of Liability. The Council of Unit Owners shall not be liable for any failure of water supply or other services to be obtained by the Council of Unit Owners or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common elements or from any wire, pipe, drain, conduit, appliance or equipment. The Council of Unit Owners 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 hereinelsewhere 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 Council of Unit Owners to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE XIV Amendment

Section 1. Amendments. These Bylaws may be amended by the affirmative vote of unit owners representing sixty-six and two-thirds percent (66-2/3%) of the total votes of the Council of Unit Owners, at any meeting of the unit owners duly called for such purpose, in accordance with the provisions and requirements of these Bylaws and Title 11, Real Property Article, of the Annotated Code of Maryland, as from time to time amended. Any amendment to these Bylaws shall be effective only upon the recordation of such

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amendment among the Land Records for the jurisdiction where the Declaration was originally recorded, together with a certificate in writing of the President of the Council of Unit Owners stating that such amendment was approved as aforesaid.

Section 2. Proposal of Amendments. Amendments to these Bylaws may be proposed by the Board of Directors of the Council of Unit Owners or by petition signed by unit owners representing at least twenty-five percent (25%) of the total votes of the Council of Unit Owners, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the unit owners at which such proposed amendment is to be considered and voted upon.

Section 3. Amendments by Declarant. Notwithstanding the foregoing, these By-Laws, the Articles of Incorporation and the Declaration may be amended by the Declarant without the vote of the unit owners, provided that such amendment is accomplished solely for the purpose of causing such document to conform to the requirements of VA, FHA, FNMA or FHLMC, as appropriate, if either is a Mortgagee at the time the amendment becomes effective, or to conform to the requirements of any county or administrative body and does not materially and adversely affect the property rights of any unit owner.

ARTICLE XV

Mortgages - Notice - Other Rights of Mortgagees

Section 1. Consents. Any other provision of these Bylaws or the Declaration to the contrary notwithstanding, neither the unit owners, the Board of Directors nor the Council of Unit Owners shall take any of the following actions without the prior written consent and approval of the holders of all first mortgages of record on the condominium units:

(a) abandon or terminate the condominium except for abandonment or termination provided in the Condominium Act in the case of substantial damage or destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; or

(b) modify or amend any material provision of the Declaration or of these Bylaws, including, but without limitation, any amendment which would change the percentage interests of the unit owners in the common elements of the condominium, the percentage interests of the unit owners in the common expenses and common profits of the condominium or the voting rights of the unit owners; or

(c) modify the method of determining and collecting common expense assessments or other assessments as provided in Article VIII of these Bylaws; or

(d) partition, subdivide, transfer or otherwise dispose of any of the common elements of the condominium project; or

(e) resolve to use the proceeds of casualty insurance for any purpose other than the repair or restoration of the condominium.

Section 2. Subdivision or Partition. No condominium unit in the condominium shall be subdivided or partitioned without the prior written approval of the holder of any first mortgage on such condominium unit.

Section 3. Casualty Losses. In the event of damage or destruction of any condominium or any part of the common elements of the condominium, the Board of Directors of the Council of Unit Owners shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the condominium units. No provision of the Declaration or these Bylaws shall entitle any unit owner to any priority over the holder of any first mortgage of record on his condominium unit with respect to the distribution to such unit owner of any insurance proceeds.

Section 4. Condemnation or Eminent Domain. In the event any condominium unit or any part of the common elements of the condominium is made the subject matter of a condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Council of Unit Owners shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the condominium units. No provision of the Declaration or these Bylaws shall entitle any unit owner to any priority over the holder of any first mortgage of record on his condominium unit with respect to the distribution to such unit owner of the proceeds of any condemnation award or settlement.

ARTICLE XVI

Compliance - Interpretation - Miscellaneous

Section 1. Compliance. These Bylaws are set forth in compliance with the requirements of Title 11, Real Property Article, Annotated Code of Maryland, as from time to time amended.

Section 2. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of Title 11, Real Property Article, Annotated Code of Maryland, as from time to time amended. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statute. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the aforesaid Declaration and Title 11, Real Property Article, Annotated Code of Maryland, as from time to time amended, the provisions of the statute shall control.

Section 3. Notices. Unless another type of notice is hereinelsewhere specifically provided for, any and all notices called for in the Declaration and in these Bylaws shall be given in writing.

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Section 4. Severability. In the event any provision or provisions of these Bylaws 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 5. Waiver. No restriction, condition, obligation or provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Captions. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

Section 7. Gender, Etc. Whenever in these Bylaws 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.

Section 8. Rules and Regulations. The Board of Directors may adopt rules for the condominium.

A. Each unit owner shall have mailed or delivered to him a copy of the proposed rule, notice that unit owners are permitted to submit written comments on the proposed rule, and notice of the proposed effective date of the proposed rule. Before a vote of the Board is taken on the proposed rule, an open meeting shall be held to allow each unit owner or tenant to comment on the proposed rule. Each unit owner shall receive written notice of this open meeting at least fifteen (15) days before said meeting. A quorum of the Board of Directors shall be present at such open meeting.

B. A regular or special meeting of the Board of Directors shall be held at which the vote on the proposed rule shall be taken. Notice of this meeting shall be given as provided in Article V, Sections 9 and 10 of these By-Laws. The proposed rule shall be passed on the affirmative vote of a majority of the Directors present and voting.

C. The vote on the proposed rule shall be final unless within fifteen (15) days of the vote to adopt the proposed rule, fifteen percent (15%) of the unit owners sign and file a petition with the Board of Directors, calling for a special meeting. Such special meeting shall be held between fifteen (15) and thirty (30) days after the day the petition is given to the Board of Directors. Unit owners and their mortgagees shall receive at least fifteen (15) days written notice of such special meeting. The proposed rule shall be disapproved if more than thirty-three per cent (33%) of the unit owners attend the meeting, and fifty percent (50%) of the unit owners present and voting disapprove the proposed rule. During such meeting, unit owners, tenants, and mortgagees may comment on the proposed rule.

D. Each unit owner or tenant may request an individual exception to a rule adopted while the individual was the unit owner or tenant of the condominium. Such a

CC&Rs-Declaration
Fairland Manor Condominium

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DECLARATION OF CONDOMINIUM FAIRLAND MANOR CONDOMINIUM

THIS DECLARATION is made this 8th day of August, 1998 by Fairland Development Corporation, a Maryland corporation, its successors and assigns, (hereinafter the "Declarant").

Recitals

WHEREAS the Declarant is the owner, in fee simple, of that certain parcel of real estate and the improvements now or hereafter existing thereon, lying and situate in Montgomery County, Maryland and more particularly described in "Exhibit A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Declarant has constructed, or will construct upon the Property one (1) building (the "Building") containing three (3) condominium units (the "Units"); and

WHEREAS, the Declarant desires to subject the Property, together with the Building thereon, to a condominium regime in accordance with the Maryland Condominium Act as set forth in Section 11-101 et seq. of the Real Property Article of the Annotated Code of Maryland (the "Act"); and

WHEREAS, the Declarant has heretofore filed in the Office of the Circuit Court for Montgomery County, Maryland, Condominium Plats entitled "Fairland Manor Condominium" consisting of three (3) sheets (the "Plats") prepared by The Tech Group which Plats are recorded in Plat Book 75, Plat No. 7521- et seq., which Plats are incorporated herein and by reference made a part hereof. 7523

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby declares that all of the Property described in Exhibit "A", attached hereto, together with all improvements heretofore and hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated 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 Fairland Manor Condominium, Inc., (the "By-Laws"), attached hereto as Exhibit "B," and incorporated herein, all of which are declared and agreed to be in aid of a plan for the improvement of said Property and the division thereof into Condominium Units, and shall be deemed to run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant, its successors and assigns, and any person acquiring or owning an interest in said Property and improvements.

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State Department of
Assessments & Taxation
for Montgomery County

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SUBJECT TO the operation and effect of any and all instruments which have been recorded in the said Land Records before the recordation of this Declaration, and any and all other instruments and matters of record or in fact on the date hereof which, as a matter of law, have priority over the operation and effect of this Declaration.

UPON THE TERMS AND SUBJECT TO THE CONDITIONS, which are hereinafter set forth:

1. Definitions. All words and phrases used herein shall have the meaning set forth in the Act.

2. Name. The name of the condominium established by this Declaration is:

Fairland Manor Condominium

3. Description of Units. The general description and number of each Unit in the Condominium is set forth in the Plats. The Plats show the area, location and such other data as may be necessary or appropriate for each Unit's identification, and may be supplemented from time to time in accordance with this Declaration to show Units and Common Elements added to the Condominium or to reflect changes in the Unit boundaries or the location of the Common Elements to the extent permitted by the terms hereof and by law. The Condominium shall be comprised of (a) those portions of the Condominium referred to in the provisions of Subsection 3.1, and 3.2 (each of which is hereinafter referred to as a "Unit"), and (b) the Common Elements (hereinafter referred to collectively as the "Common Elements")

3.1. Unit Boundaries. The location within the Condominium and the boundaries of each Unit in the Condominium are shown on the Plats as more particularly described below:

3.1.1. Lower Boundary. The lower boundary of each Unit shall be a horizontal plane or planes, the elevation of which coincides with the elevation of the unfinished side of the concrete slab floor of the lowest level of the Unit, extended to intersect the perimetrical boundaries of such Unit.

3.1.2. Upper Boundary. The upper boundary of each Unit shall be a horizontal plane or planes, the elevation of which coincides with the bottom side of the roof above, extended to intersect the perimetrical boundaries of such Unit.

3.1.3. Perimetrical Boundary. The perimetrical boundaries of each Unit shall be vertical planes which coincide with the unfinished side of the perimeter walls extended to intersect the upper and lower boundaries of such Unit and to intersect the other perimetrical boundaries thereof.

3.2. Inclusions and Exclusions. Except as may otherwise be provided by the Plats:

3.2.1. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof shall be part of the Unit, and all other portions of the walls, floors, or ceilings, including any structural elements breaking the vertical or horizontal plane of the boundary of a Unit, shall be part of the Common Elements.

3.2.2. In the event that any chute, flue, duct, wire, conduit, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a part of the Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

3.2.3. Subject to the provisions of Section 3.2.2 hereof, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are part of such Unit.

3.2.4. Any shutters, awnings, window boxes, decks, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are limited common elements allocated exclusively to that Unit.

3.2.4. All doors and windows shall be a part of a Unit.

4. Common Elements.

4.1. Limited Common Elements. The Limited Common Elements include those designated as such in this Declaration or on the Plats. All areas designated as Limited Common Elements are reserved for the exclusive use of the Unit Owner(s) or the Unit(s) to which they are declared to be appurtenant by appropriate designation in this Declaration or on the Plats. If no such designation is made in this Declaration or on the Plats, then the Limited Common Elements shall be deemed to be appurtenant to the Unit(s) to which they are adjacent or which they are rationally intended to serve and benefit. The right of the Unit Owner to whose Unit the Limited Common Elements are appurtenant to use and enjoy the same shall be subject to such reasonable rules and regulations (hereinafter called the "Rules") as the Board of Directors of the Council of Unit Owners may from time to time enact, and are further subject to each Unit Owner's responsibility to pay any charges imposed by the Board of Directors for the use and maintenance of such Limited Common Elements. Pursuant to the Act, the Council of Unit Owners may assess the costs incurred in maintaining, repairing or replacing any Limited Common Elements against the Units to which such Limited Common Elements are appurtenant.

4.2. General Common Elements. The General Common Elements means all of the Common Elements except the Limited Common Elements, and shall (unless otherwise specifically designated herein or on the Condominium Plat), include the following:

4.2.1 The Property (other than Units), parking areas and landscaping;
and,

4.2.2 The components or installations of central services and utilities such as power, light, gas, water, sewer, telephone, master antennae, including tanks, pumps, motors, fans, compressors, pipes, pumps, valves, controls or other similar equipment to be used in common (unless designated to serve only one Unit or designated as a Limited Common Element pursuant to this Declaration or the Plats); and

4.2.3 All other elements of common use or necessary to the Condominium's existence, upkeep and/or safety.

4.3. Easement. Subject to the exclusive use reservation with respect to the Limited Common Elements as hereinabove set forth, and in addition to any easement established by the Act, the General Common Elements of the Condominium shall be subject to the mutual rights of support, access, use and enjoyment of all of the Unit Owners.

4.4. Existing Physical Boundaries of Units or Common Elements. The existing physical boundaries of any Unit (as defined by the provisions of Section 3) or Common Element which is constructed or reconstructed in such a way that such existing physical boundaries substantially conform to the boundaries therefor as shown on the Plats shall conclusively be presumed to be the boundaries of such Unit or Common Element, regardless of whether there (a) has occurred any shifting, settlement or lateral movement of the Building or other portion of the Condominium within or upon which such Unit or Common Element is located, or (b) is any minor variation between the boundaries therefor as shown on the Plats and such existing physical boundaries.

4.5. Encroachment. If any of the improvements within the Common Elements encroach upon a Unit, or if any of the improvements within a Unit encroach upon another Unit or the Common Elements, as a result of any construction, reconstruction, repair, shifting, settlement or movement of any building or other improvement forming part of the Condominium which occurs for any reason (including, by way of example rather than of limitation, the partial or total destruction thereof by fire or other casualty, or as a result of the condemnation or other taking thereof through the exercise or threatened exercise of a power of eminent domain) in accordance with the provisions of this Declaration, the Bylaws and applicable law, an easement for such encroachment and for the maintenance of the improvements so encroaching shall exist for so long as such improvements exist.

5. Percentage Interests. Each Unit shall have the same incidents as real property and each Unit Owner shall hold the same in fee simple. Each Unit Owner shall (a) own an undivided percentage interest in the Common Elements and (b) have a percentage interest in the Common Expenses and Common Profits equal to that set forth in "Exhibit C" attached hereto and made a part hereof which may be supplemented from time to time for expansion of the Condominium. Exhibit "C" is a list of the initial Units in the Condominium setting forth the number identifying the Unit and the percentage interest of each such Unit.

5.1 The Percentage Interest of the Unit(s) represent (i) the share of Common Expenses and Profits appurtenant to each Unit, and (ii) the ownership of the Common Elements appurtenant to each Unit. The Percentage Interest appurtenant to a Unit is the quotient obtained by dividing the Unit by the total number of Units erected or to be erected within the Condominium. This quotient is then multiplied by one hundred (100) to obtain the Percentage Interest appurtenant to such Unit. If the actual total number of Units used in calculating the Percentage Interest of the Unit increases as a result of the expansion of the Condominium, a supplement to this Declaration shall be recorded setting forth the revised Percentage Interest of all Units after taking into account such change in the total number of Units due to the expansion. Each Unit Owner and their Mortgagee(s) shall be deemed to have consented to the recordation of any supplement necessitated by this Section 5. In the event additional property and Units are added to the Condominium in accordance with the Act and this Declaration, the Percentage Interest of each Unit shall automatically be adjusted pursuant to the above stated procedure and the Supplementary Declaration annexing such property and adding such Units shall set forth the new Percentage Interest for each Unit. The Percentage Interest of any Unit may be slightly higher or lower than the figure obtained through the above formula for rounding purposes.

5.2 The Plats show the location and dimensions of the Units, and may be supplemented from time to time in accordance with this Declaration to show Units and Common Elements added to the Condominium and to reflect changes in the Unit boundaries or the locations of Common Elements, to the extent permitted by the terms hereof and by law.

6. Voting Rights. There shall be one (1) vote appurtenant to each Unit, and the right to cast such vote and the manner of casting the same shall be as set forth in the By-Laws of the Condominium which are attached hereto as Exhibit "B". The Condominium's affairs shall be governed in accordance with the Bylaws and by the Council of Unit Owners. The Council's membership shall be comprised of and limited to all of the Unit Owners.

7. Easement to Declarant. There is hereby reserved to the Declarant and its agents a non-exclusive easement over all of the Common Elements of the Condominium for purposes of access, the storage of building materials, equipment and supplies, and without any limitation whatsoever, for any and all purposes related to the construction, reconstruction, repair, maintenance, and/or marketing of the Condominium. There is

hereby reserved unto the Declarant (and its successors and assigns to whom such easement has been specifically assigned in writing), for the benefit of the real property described in Exhibit "D" attached hereto and made a part hereof (the "Expansion Area"), the Declarant, its agents and any person or entity at any time owning any portion of the Expansion Area, a non-exclusive perpetual blanket easement and right of passage on, through, over, under, and across all of the Property and Common Elements for ingress, egress, installation, replacement, repair, maintenance and use of all utilities, including, but not limited to, water, sewer, drainage, gas, cable television, telephones and electricity, and further including the rights to connect to and use any such utilities which may exist or be located upon the Property from time to time. There is further reserved unto the Declarant (and its successors and assigns to whom such easement has been specifically assigned in writing), the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this Section.

8. Construction. The provisions of this Declaration shall be liberally construed to facilitate the purpose of creating a uniform plan for the creation and operation of a condominium and for the subsequent expansion thereof. Invalidation of any one of these covenants by judgment, decree or otherwise shall in no way affect any other provisions hereof, each of which shall remain in full force and effect. The captions contained in this Declaration are for convenience only and are not part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions hereof.

9. Prohibited Uses. (a) No Unit shall be devoted to any use other than those permitted by applicable zoning and other laws and regulations. (b) No noxious or offensive activity shall be carried on within any Unit, no odor shall be permitted to emanate therefrom, and nothing shall be done thereon in any other manner, so as to render any Unit or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to the Council or any Unit Owner or other person in possession of any Unit. (c) Water closets and other plumbing apparatus, if any, within the Condominium shall be used only for the purposes for which they are designed and shall not be used for the disposal of sweepings, trash, rubbish, chemicals, reagents, paint or similar materials. (d) No bell, whistle, horn, bell, siren or other similar device shall be installed upon the exterior of any Unit except in connection with any security system maintained by the Unit Owner thereof, or within the Common Elements. (e) No radio aerial or antenna, or other aerial or antenna for reception or transmission, shall be maintained upon the exterior of any Unit or within the Common Elements. (f) No Unit Owner or other person shall store any personal property upon the General Common Elements. (g) No person shall do anything within the Common Elements which will cause an increase in any premium paid by the Council for liability or other insurance with respect to the Common Elements, or the cancellation of any such insurance. (h) No person shall create any obstruction of any of the Common Elements, except for those, if any, Limited Common Elements, the exclusive right to use which has been, by the provisions of Section 4.1, either reserved to such Unit Owner alone or (if such other Unit Owners have consented thereto in writing) in common with other Unit Owners. (i) No person shall construct, reconstruct, alter or maintain any structure on or

otherwise damage, the Common Elements. (j) No person shall store, repair or perform any maintenance (other than maintenance of any emergency nature, which cannot reasonably be performed elsewhere) upon any automobile, truck or other automotive vehicle within any of the Common Elements. (k) No trash or other debris (including but not limited to new or used building materials) shall be placed by any person anywhere within the Common Elements; provided, that if trash or other refuse from such Unit is disposed of by being collected and carried away on a regular and recurring basis, such trash and refuse may be deposited with care, on the day or days scheduled for collection, in containers containing the same which the Unit Owner thereof may place in the open at a location adjacent to and in front of such Unit which affords access thereto to the person making such collection, (but further provided, that the Council may, in its discretion, adopt reasonable Rules and Regulations relating to the size, shape, color, number, type and manner of storage of such containers). (l) All parking spaces located within the Common Elements and shown on the Condominium Plat may be used by the Unit Owners, any Lessee or other person in possession of any Unit, and their respective invitees, for and only for the parking of automobiles, trucks and other automotive vehicles bearing current registration tags and in operable condition, and subject to, such Rules and Regulations as may be adopted from time to time by the Council. (m) Each Unit Owner shall at all times keep its Unit in good condition and repair.

9.1 Reasonable Rules not in conflict with the provisions of this Declaration or the Bylaws concerning the use and enjoyment of the Units, Limited Common Elements, and the General Common Elements, may be promulgated from time to time by the Board of Directors in accordance with the Act and any other applicable law. Copies of the Rules and any amendments thereto shall be furnished to all Unit Owners by the Board of Directors promptly after adoption of such Rules or any amendments thereto. During the period the Declarant owns any property within the Condominium, or which may be annexed into the Condominium, the Declarant shall have the right to veto any proposed Rule and such veto, if exercised, shall prevent the Rule from becoming effective.

10. Assignment.

10.1. The Declarant shall be entitled at any time to assign to any person any or all of its right, title and interest hereunder (including, by way of example rather than of limitation, the Declarant's rights (and any proxy) under, or held pursuant to, the provisions of Sections 6 and 7) by an instrument which makes specific reference to this Subsection, and is executed by the Declarant and such assignee and recorded among the Land Records of Montgomery County, Maryland. On making such assignment, such assignee shall succeed to all of the Declarant's right, title and interest as such hereunder.

10.2. The Declarant may from time to time hereafter permit any right which it holds under the provisions of this Declaration to be exercised on its behalf by any of its officers, directors, employees or agents.

10.3 All real estate taxes, governmental assessments and other public charges relating to any of the Units shall be the sole responsibility of and shall be paid prior to delinquency by the Unit Owners of such Units.

11. General Plan of Development.

11.1. The provisions of this Declaration, the Bylaws and the Plats shall conclusively be deemed to be part of a general plan or scheme of development and use for the Condominium and, as such, to be covenants running with, binding upon, benefiting and burdening the respective title to each Unit and the Common Elements; provided that the same shall not be deemed covenants running with, binding upon, benefiting or burdening the title to (or otherwise to be enforceable at law or in equity with respect to) any land not contained within the Condominium.

11.2. If any Unit Owner or other person fails to comply with any of the provisions of this Declaration, the Bylaws or the Plats, such failure shall give rise to a cause of action for the recovery of damages, injunctive relief or both, (a) in any or all of the Council and each Unit Owner (including the Declarant if it is a Unit Owner), and their respective heirs, personal representatives, successors and assigns, and (b) in the Declarant (even if the Declarant is not a Unit Owner) if such failure affects any right or power granted or reserved to the Declarant by or pursuant to the provisions of this Declaration, the Bylaws and the Plats.

11.3. Both the Declarant, by delivering to any person a deed conveying to him the title to a Unit, and such person, by accepting such delivery, shall be deemed thereby to have agreed with each other, the Council and each other Unit Owner, to be bound by the provisions of this Declaration, the Bylaws and the Plats.

11.4. Any lease or licensing agreement entered into by a Unit Owner or another person and covering any or all of a Unit, or by the Council and covering any of the Common Elements, shall be in writing and shall expressly provide that (a) the terms of the lease or license thereby created are in all respects subject to the operation and effect of the provisions of this Declaration, the Bylaws and the Plats, and (b) any failure by the Lessee or licensee thereunder to comply with such provisions shall be a default under such agreement. To the extent that any such agreement does not expressly so provide, it shall be deemed to do so.

11.5. Each person who, together with any other person, is a Unit Owner or a Lessee shall be jointly and severally liable for adhering to the terms and satisfying the conditions hereof.

12. Expansion of the Condominium.

12.1 The Declarant hereby reserves the right until the tenth (10th) anniversary of the recordation of this Declaration to expand the Condominium from time

to time in compliance with Section 11-120 of the Act without the consent of any Unit Owner or Mortgagee. The right to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an instrument relinquishing such right. The decision to terminate the right to expand the Condominium is not conditioned upon the occurrence or non-occurrence of any event, nor is it dependent upon the existence of any circumstances arising in the future. The decision to terminate the right to expand the Condominium lies solely in the discretion of the Declarant. The Declarant reserves the right but has absolutely no obligation to add any or all portions of the property described on Exhibit "D" and on the Plats as Phases Two (2) and Three (3) or add any or all additional Units to the Condominium and made part hereof to the Condominium at any time, at different times, in any order, without limitation; provided, however, that the maximum number of Units which may be contained within the Condominium is ten (10). There are no other limitations on the right to expand except as set forth in this Section 12 and the Act.

12.2 The expansion of the Condominium shall not be effective until such time as there has been recorded among the Land Records for Montgomery County, Maryland (i) a Supplementary Declaration setting forth the new Percentage Interest in the Common Elements and Percentage Interest in the Common Expenses and Common Profits appurtenant to each Unit and the vote appertaining thereto, and (ii) a supplement to the Plats setting forth, with respect to the new property, the information required to be shown upon the Plats pursuant to Section 11-105 of the Act.

12.3 Upon the recordation of the Supplementary Declaration and supplement to the Plats, each Unit Owner shall automatically have the Percentage Interest in the Common Elements and the Percentage Interest in the Common Profits and Common Expenses and the votes appurtenant to his Unit set forth in the Supplementary Declaration.

12.4 There is hereby reserved unto the Declarant (or such other party as may in writing be designated by the Declarant) an irrevocable Power of Attorney, coupled with an interest, for the purpose of reallocating the Percentage Interests and voting rights appurtenant to each of the Units in the Condominium in accordance with the provisions of this Declaration and to execute, acknowledge and deliver such further instruments as may from time to time be required in order to accomplish the purposes of this Section 12. Each Unit Owner and each mortgagee of a Unit shall be deemed to have acquiesced in supplements to this Declaration and in supplements to the Plats for the purpose of adding the aforesaid additional Units and Common Elements to the Condominium, as set forth above, and shall be deemed to have granted unto the Declarant (or such other party as may in writing be designated by the Declarant), an irrevocable Power of Attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments and each such Unit Owners and mortgagees shall be deemed to have agreed and covenanted to execute such further assurances and instruments, if any, as may be required by the Declarant and its successors or assigns, to properly accomplish such amendments.

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13. Averting Public Dedication.

13.1. All or any portion of the Common Elements may be temporarily closed to such extent as the Board of Directors shall determine to be legally necessary and sufficient to prevent a dedication thereof or any accrual of any rights in any person other than the Unit Owners. Notwithstanding the foregoing, the Declarant may utilize the Common Elements at any time and for any purpose.

14. Units Subject to Condominium Documents.

14.1 Each present and future owner, lessee, occupant, guest, invitee and Mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, this Declaration, the Plats, the Bylaws, and the Rules; provided that nothing contained herein shall impose upon any lessee or Mortgagee of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or Mortgage to any Unit, or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, this Declaration, the Plats, the Bylaws, and the Rules are accepted and ratified by such grantee or lessee, and are deemed unobjectionable by such Mortgagee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed, conveyance, Mortgage or lease thereof.

14.2 Enforcement of this Declaration, the Bylaws attached hereto and the Rules shall be by any Unit Owner and/or the Council of Unit Owners or its Board of Directors by any proceeding at law or in equity against any person or persons violating any of the same, either to restrain or enjoin any violation or to recover damages, or both, and against any Unit to enforce any lien created hereby or by the Bylaws; and the failure or forbearance by the Council of Unit Owners or the Unit Owner of any Unit and/or the Board of Directors to enforce any of the covenants or restrictions herein or in the Bylaws or provisions of the Rules shall in no event be deemed a waiver of the right to do so thereafter. Any award or judgment shall include costs and reasonable attorney's fees.

14.3 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 provisions of this Declaration, by Bylaws attached hereto or the Rules, as amended from time to time, cannot be adequately remedied by action at law or exclusively by recovery of damages.

14.4 Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein.

15. Management.

15.1 The Council of Unit Owners may employ a professional, experienced managing agent who shall oversee the daily operation of the Condominium, in accordance with the provisions of the Act, Declaration, Bylaws and Rules. Such managing agent may be the Declarant or an affiliate of the Declarant. The managing agent shall be entitled to receive a fee (which shall constitute a Common Expense), as determined by the Board of Directors to cover such managing agent's administrative costs.

16. Claims.

16.1. A Unit Owner (hereinafter called "the Contracting Owner") will defend, indemnify and save harmless, at its expense, the Council of Unit Owners and any other Unit Owner, against and from all claims, demands, liabilities, penalties, damages, actions, suits, expenses and judgments, including attorneys' fees, which may be imposed upon or incurred by or asserted against the Council of Unit Owners or such other Unit Owner (i) arising out of the construction, use, operation and maintenance of the respective Unit owned by such Contracting Owner, unless such damage or injury shall have been due to the negligence or willful act or omission in whole or in part of the Council of Unit Owners or any other Unit Owners, or the tenants of such other Unit Owners or the employees, contractors or agents of the Council of Unit Owners or such other Unit Owners or tenants; or (ii) by an architect, contractor, sub-contractor, engineer, attorney, real estate broker, supplier or any other employee or agent of the Contracting Owner, except for specific work or services contracted for in writing by the Council of Unit Owners or such other Unit Owner with such employee or agent of the Contracting Owner. This indemnification shall not be applicable to the extent the claim, demand, liability, penalty, damage, action, suit, expense or judgment arises out of injury, death, or damage occurring in, upon or about the Common Elements and is covered by the liability insurance required to be maintained by the Council of Unit Owners pursuant to the Bylaws.

17. Consent for Construction, Development and Expansion: Grant of Power of Attorney.

17.1 Except as otherwise provided in this Declaration or the Bylaws, each Unit Owner hereby agrees to cooperate fully with each and every other member of the Council of Unit Owners and the Declarant in the construction of Units and Buildings and the development of the Project. Without limiting the generality of the foregoing, to the extent any Unit Owner or the Declarant requires site plans, permits, consents, approvals, utility easements or other rights or information from other Unit Owners in order to fulfill any requirements imposed by any state or local governmental or quasi-governmental agencies (in connection with the use or development of such Unit Owner's Building and its related facilities or any property being developed by the Declarant) such other Unit Owners hereby agree to provide such consents, approvals, rights or information, provided however, that (i) all costs reasonably related to providing such rights or information shall be borne by the requesting Unit Owner or the Declarant (if the Declarant is the requesting party) and (ii)

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providing such rights or information shall not materially interfere with the use or operation of the providing Unit Owner's Unit or Building. Each Unit Owner and Mortgagee of any Unit hereby designates the Declarant as their attorney-in-fact with respect to any approvals or consents the Declarant may require from such parties in order to obtain any approval, consent, permit or the like from any governmental or quasi-governmental authority in order to develop the Condominium or any property owned by the Declarant adjacent, contiguous or in proximity thereto. Each Unit Owner and Mortgagee of any Unit hereby agrees to cooperate fully with the Declarant, or any nominee thereof, in any development plans of the Declarant with respect to the Property or any property situated adjacent, contiguous or in proximity thereto.

17.2. The Declarant hereby reserves for itself, its successors, transferees and assigns, for a period of five (5) years from the date the first Unit is conveyed to an individual purchaser, or until it conveys title to the last Unit, whichever occurs first, the right to execute on behalf of all contract purchasers, Unit Owners, Eligible Mortgage Holders, Mortgagees, and other lienholders or parties claiming a legal or equitable interest in the Condominium (including, without limitation, any Unit, or Building), any such agreements, documents, amendments or supplements to this Declaration or the Bylaws which may be so required by the Federal National Mortgage Council of Unit Owners, the Federal Housing Administration, the Department of Veterans Affairs, the Government National Mortgage Council of Unit Owners, the Federal Home Loan Mortgage Corporation or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Condominium, or institutional lender or title insurance company designated by the Declarant.

17.2.1. By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every such contract purchaser, Unit Owner, Eligible Mortgage Holder, Mortgagee or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Declarant, its successors, transferees and assigns, as attorney-in-fact for the purpose of executing such agreement, document, amendment, supplement and other instrument(s) necessary to effect the foregoing subject to the limitations set forth herein.

17.2.2. No such agreement, document, amendment, supplement or other instrument which adversely affects the value or substantially alters the boundaries of a Unit, or changes the Percentage Interest appurtenant to such Unit, or substantially increases the financial obligations of the Unit Owner, or reserves any additional or special privileges for the Declarant not previously reserved, shall be made without the prior written consent of the affected Unit Owner(s) and all holders of any Mortgage(s) encumbering the Unit(s) owned by the affected Unit Owner(s). Any such agreement, document, amendment, supplement or instrument which adversely affects the priority or validity of any Mortgage which encumbers any Unit shall not be made without the prior written consent of the owners of all such Mortgages.

17.2.3. The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power of attorney. Said power of attorney shall be vested in the Declarant, its successors, transferees and assigns until the initial conveyance of all Units planned to be within the Condominium or the expiration of same. Thereafter, said power of attorney shall automatically vest in the Council of Unit Owners to be exercised by its Board of Directors.

18. Covenant against Partition, Easements, Encroachments.

18.1 The Common Elements, both General and Limited, shall remain undivided and, except as otherwise provided herein and in the Act, shall remain appurtenant to the designated Unit. No Unit Owner or any other person shall bring any action for partition or division thereof except as may be provided for herein and in the Act.

18.2 The Council of Unit Owners (through its Board of Directors, if applicable), its agents and employees, shall have an irrevocable right and an easement to enter Units to make repairs to Units or Common Elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. Except in cases involving manifest danger to public safety or property, the Council of Unit Owners (or the Board of Directors, if applicable) shall make a reasonable effort to give notice to the owner of any Unit to be entered for the purpose of such maintenance and repair. If damage is inflicted on the Common Elements or any Unit through which access is taken, the Council of Unit Owners, if it is responsible for such damage, is liable for the prompt repair of such damage. An entry by the Council of Unit Owners through its Board of Directors, agents, and employees for the purposes specified in this Section 18 shall not be considered a trespass. An easement for mutual support shall exist in the Units and the Common Elements.

18.2.1 Each of the sidewalks, lanes, paved areas, roadways, and other General Common Elements shall be subject to an easement in favor of all of the Unit Owners for reasonable and necessary pedestrian and vehicular ingress and egress to and from the improvements within the Property and to and from public and private roadways and streets serving the Property. Each Unit Owner shall have a right of ingress and egress to such Unit Owner's Unit.

18.2.2 There is hereby reserved unto the Declarant (and its successors and assigns to whom such easement has been specifically assigned in writing) for the benefit of the Declarant and its agents a nonexclusive easement over, across and through all of the Property and Common Elements for the purpose of access, the storage of building supplies and materials and equipment in the Common Elements, and, without any limitation, for any and all purposes reasonably related to the completion of the

construction, improvement and repair of the Property and the marketing, sales, and leasing of Units.

18.2.3 Anything contained in this Declaration or the Bylaws of the Council of Unit Owners to the contrary notwithstanding, the Declarant shall have the right to transact any business on the Property and utilize any portion of the Property (including the Common Elements) necessary or desirable to consummate sales or rentals of Units, including, but not limited to, the right to maintain employees in the sales or rental office, and to show Units for sale or rent. The sales or rental office, the furniture and furnishings in the model Units, signs and all items pertaining to the sale or rental of Units by the Declarant shall not be considered Common Elements but shall remain the property of the Declarant. The right to consummate rentals of Units and to maintain and start a rental or management office shall extend to any management agent or rental agents employed by the nominees or designees of the Declarant. Such sales, rental or management office may also be utilized for the sale, rental or management of other residential units in the area.

18.2.4 In furtherance of the rights granted Declarant in this Section 18, no act of omission or commission shall be taken by any Unit Owner, or the Council of Unit Owners, which, in the sole discretion of the Declarant, would infringe upon the Declarant's ability to sell or rent Units, including, without limitation, altering the design, location or appearance of any of the Common Elements, failing to maintain any portion of the Condominium in accordance with sound property management standards or otherwise detracting from the aesthetic nature of the Condominium established by the Declarant.

19. Washington Suburban Sanitary Commission Agreement

19.1 Each present and future Unit Owner and, if applicable, tenants of each Unit Owner, shall acknowledge and take title subject to the obligation for payment by each Unit Owner of annual front-foot benefit charges, connection charges, service charges or other charges, if any, levied by the Washington Suburban Sanitary Commission (the "WSSC"), based upon water and sewer front-foot allocations made by the WSSC and commensurate with the life of the bonds issued for the construction of said water and/or sewer lines, as applicable, or as may otherwise be determined by the WSSC.

19.2 Each present and future Unit Owner and, if applicable, tenants of each Unit Owner, shall grant a right of access to his Unit to the management agent employed by the Unit Owner or the Council of Unit Owners and/or any other person authorized by the Council of Unit Owners for the purpose of making inspections of the plumbing system or for the purpose of correcting any plumbing problems in any Unit which might affect that Unit, any other Unit in the building or any of the Common Elements. In the event of an emergency, such entry shall be immediate whether the Unit Owner or tenant is present or not. The management agent or other authorized person may permit employees of the WSSC to enter the premises for the purpose of making corrections in order to protect the WSSC's water and sewer system. The provisions of this Article shall not be deemed to alter the responsibilities of the Council of Unit Owners and/or any Unit Owner for the

20.5.3 provided that any Unit is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration ("FHA") or guaranteed by the VA, (i) amend or merge the Condominium regime with a successor Condominium regime, or (ii) construct units within the future phases of the Condominium which are inconsistent, in terms of quality of construction, with the Units presently within the Condominium, without prior written approval of the FHA and the Administrator of the VA:

20.5.4 except as provided pursuant to the Act or other applicable law, or in case of condemnation or substantial loss to the Units and/or Common Elements, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission without the prior consent of two-thirds (2/3) of the first mortgagees (based on one (1) vote per first mortgage owned) or two-thirds (2/3) of the Unit Owners (other than the Declarant);

20.5.5 except as provided pursuant to the Act or other applicable law, use hazard insurance proceeds for losses to any of the Property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Property and the improvements situated thereon without the prior written consent of two-thirds (2/3) of the first mortgagees (based on one (1) vote per first mortgage owned), or two-thirds (2/3) of the Unit Owners (other than the Declarant);

20.5.6 restore or repair the Condominium after a partial condemnation other than substantially in accordance with the Declaration and the original plans and specifications, unless at least fifty-one percent (51%) of the Eligible Mortgage Holders (based on one vote for each First Mortgage owned) have given their prior written approval;

20.5.7 reallocate interests in the Common Elements after the partial destruction of the Condominium unless at least fifty-one percent (51%) of the Eligible Mortgage Holders have given their prior written approval; or unless the consent of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Council of Unit Owners are allocated (or such higher percentage as may otherwise be required by this Declaration or the Act) and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages or deeds of trust held by Eligible Mortgage Holders is obtained; or

20.5.8 amend any material provision of this Declaration, the Bylaws or Plats which establishes, provides for, governs or regulates any of the following;

- (i) Voting rights;
- (ii) Increase in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens or the priority of such liens;
- (iii) Reductions in reserves for maintenance, repair and replacement of the Common Elements;
- (iv) Responsibility for maintenance and repairs;

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maintenance and repair of the Units and/or Common Elements as specified elsewhere in this Declaration or in the Bylaws.

20. Miscellaneous.

20.1 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 provisions of this Declaration, the Bylaws attached hereto or the Rules, as amended from time to time, cannot be adequately remedied by action at law or exclusively by recovery of damages.

20.2 Invalidation of any part of this Declaration by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

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

20.4 This Declaration may be amended only in accordance with the Act. Any amendment of this Declaration shall not become effective until such time as it has been recorded in the same manner as this Declaration among the Land Records of Montgomery County, Maryland. During the period the Declarant controls the Board of Directors of the Council of Unit Owners, any amendment of this Declaration or the Bylaws must receive the prior written consent of the Department of Veterans Affairs ("VA") if any Unit is subject to a mortgage guaranteed by the VA.

20.5 Notwithstanding any other provision of this Declaration, unless otherwise provided by statute (or in case of condemnation or insurable loss to the Units and/or Common Elements of the Condominium), neither the Declarant, the Council of Unit Owners nor the Board of Directors shall take any of the following actions unless the approvals indicated have been obtained:

20.5.1 by act or omission, seek to abandon or terminate the Condominium project unless at least eighty percent (80%) of the Unit Owners (except in the case of a taking of all the Units by eminent domain under Section 11-112 of the Act) and at least sixty-seven percent (67%) of the Eligible Mortgage Holders (or at least fifty-one percent (51%) of such Eligible Mortgage Holders in the case of the substantial condemnation or substantial destruction of the Property) have given their prior written approval;

20.5.2 change the pro-rata interest or obligations of any Unit unless all Unit Owners of the Units have given their prior written approval (except in connection with expansion of the Condominium pursuant to Section 12 hereof);

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- (v) Reallocation of interests in the Common Elements or Rights to their use;
- (vi) Definition of Unit boundaries or the exclusive easement rights appertaining to Units;
- (vii) Convertibility of Units into Common Elements or of Common Elements into Units;
- (viii) Expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Condominium;
- (ix) Hazard or fidelity insurance requirements;
- (x) Imposition of any restrictions on the leasing of Units;
- (xi) Imposition of any restriction of a Unit Owner to sell or transfer his or her Unit;
- (xii) A decision by the Council of Unit Owners to establish self management if professional management has been required previously by this Declaration, the Bylaws or an Eligible Mortgage Holder;
- (xiii) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in this Declaration, the Bylaws or the Act;
- (xiv) Any action to terminate the Condominium after substantial destruction or condemnation occurs; or
- (xv) Any provisions that expressly benefit mortgage holders, insurers or guarantors of first mortgages.

An amendment shall not be considered material for purposes of this Section 20.5.8 if such amendment is for purposes of correcting typographical errors or omissions, or is for purposes of clarification only.

20.6 Any other provision of this Declaration or the Bylaws to the contrary notwithstanding, unless otherwise provided by statute or in case of condemnation or insurable loss to the Units and/or Common Elements of the Condominium, neither the Council of Unit Owners nor the Board of Directors shall, by act or omission, take any of the following actions without the prior written consent of the Maryland-National Capital Park and Planning Commission (the "Commission"), which consent shall not be unreasonably withheld or delayed:

20.6.1 abandon, partition, subdivide, encumber, sell or transfer the Common Elements; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Elements shall not require the consent of the Commission; or

20.6.2 abandon or terminate the Condominium; or

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20.6.3 modify or amend any material or substantive provision of the Declaration or the Bylaws; or

20.6.4 merge, consolidate, annex or add to the Condominium other than as provided for pursuant to Section 12 of this Declaration; or

20.6.5 substantially modify the method of determining and collecting assessments as provided for in this Declaration or the Bylaws.

20.6.6 The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

20.7 Any provision of this Declaration, the Bylaws or the Plats to the contrary notwithstanding, no amendment to this Declaration, the Bylaws or the Plats shall be made without the prior written consent of the Declarant so long as the Declarant shall own an interest in all or any portion of any Unit or the Expansion Property.

20.8. This Declaration shall become effective on and only on its having been executed and acknowledged by the Declarant and recorded among the Land Records of Montgomery County, Maryland.

IN WITNESS WHEREOF, the Declarant, Fairland Development Corporation, has caused this Declaration to be executed by its President on the day and year first above written.

ATTEST/WITNESS

Al Pellicchio
Al Pellicchio

By:

FAIRLAND DEVELOPMENT CORPORATION

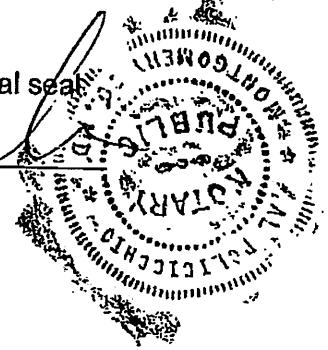
Maurice H. Berk
Maurice H. Berk
President

STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 8th day of AUGUST, 1998, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Maurice H. Berk who acknowledged himself to be the President of Fairland Development Corporation and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Fairland Development Corporation by himself as president.

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

[Handwritten Signature]



Notary Public
ALP...
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 28, 2001

My Commission Expires: _____

I HEREBY CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney, duly admitted to practice before the Court of Appeals of Maryland.

[Handwritten Signature]

Donna M. McMillan

Tax Account No. 5-02927897

LF 16195.234

EXHIBIT "A"

DECLARATION OF CONDOMINIUM

FAIRLAND MANOR CONDOMINIUM

**Description of Phase 1, Fairland Manor
Colesville (5th) Election District
Montgomery County, Maryland**

All that piece or parcel of land located in the 5th Election District of Montgomery County, Maryland, being part of the property acquired by Fairland Development Corporation from Rubin/Hutchinson Joint Venture by deed dated August 17, 1988 and recorded among the land records of Montgomery County, Maryland in Liber 8964 at Folio 7, also being part of Parcel A of a subdivision entitled, "Parcel A Fairland Manor", and recorded among the said land records as Plat No. 18302 and being more particularly described as follows:

Beginning for the same at a point located at the beginning of the easterly or South 5°46'17" West 334.41 foot plat line of said Parcel A, as shown on said subdivision plat; thence running with and along part of said plat line

- 1.) South 5°46'17" West 224.21 feet; thence departing said plat line
- 2.) North 84°13'43" West 58.75 feet; thence
- 3.) North 5°46'17" East 32.08 feet; thence
- 4.) North 84°13'43" West 46.25 feet; thence
- 5.) North 5°46'17" East 185.00 to a point on the northerly or 209.34 arc foot plat of said Parcel A, as shown on said subdivision plat, 105.25 arc feet from the easterly end thereof, said plat line also being the southerly right of way line of Fairland Road, variable width; thence running with and along part of said plat line and road right of way
- 6.) 105.25 feet along the arc of a curve deflecting to the left with a radius of 1949.86 feet and subtended by a chord bearing South 88°06'55" East 105.24 feet to the point of beginning, containing in all 21,634 square feet or 0.4967 acres.



Order: _____
Address: _____ Creek Ln
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LF 16195.264

EXHIBIT "C"

DECLARATION OF CONDOMINIUM

FAIRLAND MANOR CONDOMINIUM

<u>Unit</u>	<u>Street Address</u>	<u>Percentage Interest</u>	<u>Vote</u>
1-1	13413	33.333%	1
1-2	13411	33.333%	1
1-3	13409	<u>33.333%</u>	1
TOTAL		100%	3

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LF 16195.265

EXHIBIT "D"

DECLARATION OF CONDOMINIUM

FAIRLAND MANOR CONDOMINIUM

Description of Expansion Property

Phases 2 and 3 as the same are shown on that certain Phase Plat, Fairland Manor Condominium recorded as set forth on page 1 of the Declaration of Condominium to which this Exhibit "D" is affixed.

Return to:

*Donna McMillan
Samek & McMillan, PC
1901 Research Blvd.
Suite 220
Rockville, MD 20850*

Order: 3WL SG6V4B
Address: 13400 Cedar Creek Ln
Order Date: 12-01-2022
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**SUPPLEMENTARY DECLARATION TO THE
DECLARATION OF CONDOMINIUM**

FAIRLAND MANOR CONDOMINIUM/PHASE 2

SUPPLEMENTARY DECLARATION TO THE DECLARATION OF CONDOMINIUM

Fairland Manor Condominium

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF CONDOMINIUM is made this 21st day of January, 2003 by MARYLAND DEVELOPMENT COMPANY, LLC.

FILED 2003 JAN 22 A 10:37 AM MOLLY D. RYAN CLERK OF COURTS

RECITALS

1. Fairland Development Corporation is the Declarant of record of that Declaration of Condominium, Fairland Manor Condominium (the "Condominium" or "Project"), recorded in Liber 16195 at Folio 215 among the Land Records of Montgomery County, Maryland ("Declaration"), subjecting certain real property, identified as "Phase 1, Fairland Manor" and described more particularly by a metes and bounds description in Exhibit "A" attached thereto, to the operation and effect thereof ("the Phase 1 Property");

2. Maryland Development Company, LLC (hereinafter "Declarant") is the successor Declarant to Fairland Development Corporation by virtue of an Assignment of Declarant's Rights between Declarant and Fairland Development Corporation, recorded March 15, 2002 in Liber 20746 at Folio 374 among the aforesaid Land Records, which Assignment is authorized by Section 10.1 of the Declaration.

3. Section 12 of the Declaration granted Declarant the right to expand the Condominium by subjecting that real property described in Exhibit "D" of the Declaration to the operation and effect thereof (the "Exhibit "D" Property"). Declarant, by this Supplementary Declaration, hereby desires to expand the Condominium by subjecting that portion of the Exhibit "D" Property identified as Phase 2, which is further described in Exhibit "A", attached hereto and made a part hereof (the "Phase 2 Property"), to the operation and effect thereof.

PLAT FEE-A 5.00
TOTAL 5.00
REST 1000 Acpt # 64736
MAR MAD Blk # 6899
Jan 22, 2003 10:38 am

4. The Phase 2 Property that is hereby subjected to the Declaration of Condominium of proposed Phase 2 as per Plat entitled "Sheet 1 of 1, Phase Plat, Fairland Manor Condominium," which Plat is recorded among the aforesaid Land Records at Condominium Plat Book 75 at Plat No. 7521.

CONDOMINIUM FEES 75.00
PLAT FEE-A 5.00
TOTAL 80.00
REST 1000 Acpt # 64736
MAR MAD Blk # 6899
Jan 22, 2003 10:38 am

5. Exhibit "B", attached hereto and made a part hereof, sets forth the new Percentage Interests in the Common Elements and Percentage Interests in the Common Expenses and Common Profits pertinent to each Condominium Unit and the vote appertaining thereto, effective after the recordation hereof.

RECEIVED FOR TRANSFER
Assessments & Records due to
Cadm PLAT

AGRICULTURE TRANSFER TAX IN THE AMOUNT OF \$ N/A SIGNATURE CTH

Order SWL 12-01-2002 Address: 13400 Cedar Creek Ln Order Date: 12-01-2002 Document not for resale HomeWiseDocs

State Department of Assessments & Taxation for Montgomery County CTH No Card

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6. The Condominium Plats showing the Phase 2 Property added to the Condominium hereby as new Units and General and Limited Common Elements have been recorded at Condominium Plats No. 8316 through 8318 among the aforesaid Land Records (the "Plats"). Copies of the Plats are attached hereto as Exhibit "C" and made a part hereof, which Plats consist of the property described in Exhibit "A" hereof.

7. Section 17.2 of the Declaration provides that Declarant, for a period of five (5) years from the date the first Unit is conveyed to an individual purchaser, or until it conveys title to the last Unit, whichever occurs first, shall have the right to execute, on behalf of all contract purchasers, Unit Owners, Eligible Mortgage Holders, Mortgagees, and other lienholders or parties claiming a legal or equitable interest in the Condominium (including, without limitation, any Unit or Building), any such agreements, documents, amendments or supplements to the Declaration or the Bylaws of the Council of Unit Owners of Fairland Manor Condominium, which are attached to the Declaration and incorporated therein as Exhibit "B" (the "Bylaws"), which may be so required by the Federal National Mortgage Association (FNMA), the Federal Housing Administration (FHA), the Department of Veterans Affairs (VA), the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Condominium, or an institutional lender or title insurance company designated by the Declarant.

8. Declarant desires to amend the Declaration, and the Bylaws attached thereto and incorporated therein, to conform to the requirements of the Federal National Mortgage Association (FNMA) for Project acceptance.

9. All terms capitalized and defined in the Declaration shall have the same meaning in this Supplementary Declaration as they do in the Declaration.

NOW THEREFORE, the Declarant hereby declares that all the Phase 2 Property described in Exhibit "A" attached hereto, together with all improvements heretofore and hereafter constructed thereon, and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated or encumbered, subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens of the Declaration and the provisions of the Bylaws; all of which are declared and agreed to be in aid of a plan for the improvement of the Phase 2 Property and the division thereof into additional Condominium Units, and shall be deemed to run with and bind the Phase 2 Property, and shall inure to the benefit of, and be enforceable by, the Declarant, its successors and assigns, and any person acquiring or owning an interest in the Phase 2 Property and improvements. As more particularly set forth below, the Declaration is supplemented as follows:

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Order Date: 12-01-2022

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1. The Recitals set forth above shall be incorporated herein and made part of this Supplementary Declaration.

2. The Condominium is hereby expanded to include the Phase 2 Property, all of which shall be subject to the terms and conditions of the Declaration.

3. The original and new Units of the Condominium shall hereafter have the Percentage Interests in the Common Elements and Percentage Interests in the Common Expenses and Common Profits, and the vote appertaining thereto, as set forth and established by Exhibit "B" hereof.

4. Article VIII, Section 1 of the Bylaws is hereby amended by adding the following:

The Annual Assessments provided for herein shall accrue as to each Unit on the first day of the month following the conveyance of each Unit to an Owner. The first Annual Assessment for each Lot shall be prorated based upon the number of days remaining in the calendar year.

The Declarant shall establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services. Such working capital fund shall be funded by a one-time, non-refundable assessment of no less than two (2) times the monthly assessment per Unit and shall be payable by the initial non-Declarant purchaser of each Unit at the settlement of each Unit, which payment shall be separate from, and not credited to, the assessment for each Unit.

5. Article XV of the Bylaws is hereby amended by adding the following:

Section 5. Additional Rights of Mortgagees - Notice. The Council of Unit Owners shall give the holder, insurer, or guarantor of the mortgage on any Unit timely written notice of any sixty (60)-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds, insures, or guarantees the mortgage.

6. Section 20.5.3 of the Declaration is amended as follows:

20.5.3 provided that any Unit is then encumbered by a deed of trust or mortgage which is held, insured or guaranteed by the VA, the Federal Housing Administration ("FHA"), the Federal National Mortgage Association ("FNMA"), the Government

National Mortgage Association ("GNMA"), or the Federal Home Loan Mortgage Corporation ("FHLMC"), (i) amend or merge the Condominium regime with a successor Condominium regime, or (ii) construct units within the future phases of the Condominium which are inconsistent, in terms of quality of construction, with the Units presently within the Condominium, without the prior written approval of the VA, FHA, FNMA, GNMA, or FHLMC.

7. The metes and bounds description of the Phase 1 Property contained in Exhibit "A" of the Declaration shall be replaced with the following:

Unit 1-1/13413, Unit 1-2/13411, and Unit 1-3/13409 in a plat of condominium subdivision styled "Phase 1, Building 1, FAIRLAND MANOR CONDOMINIUM", as per plat thereof duly recorded in Condominium Plat Book 75 at Plat No. 7521 through and including Plat No. 7523 among the Land Records of Montgomery County, Maryland, being all the land and premises declared to be subject to a horizontal property or condominium regime by that certain Declaration of Condominium of FAIRLAND MANOR CONDOMINIUM dated August 8, 1998 and recorded August 28, 1998 in Liber 16195 at Folio 215 among the Land Records of Montgomery County, Maryland.

Tax ID Numbers: 05-03234030 (Unit 1-1/13413)
05-03234041 (Unit 1-2/13411)
05-03234052 (Unit 1-3/13409)

8. In the event of any conflict between this Supplementary Declaration and the Declaration, this Supplementary Declaration shall control. Except as supplemented hereby, all of the terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Maryland Development Company, LLC has caused this Supplementary Declaration to be executed by its President and Managing Member the day and year first above written.

[SIGNATURES AND ACKNOWLEDGMENTS FOLLOW]

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ATTEST/WITNESS:

**MARYLAND DEVELOPMENT
COMPANY, LLC:**

Kim Ridolfi

By: Theodore N. Smart
Theodore N. Smart
President and Managing Member

STATE OF MARYLAND:
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 17th day of January, 2003, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared THEODORE N. SMART, who acknowledged himself to be the President and Managing Member of Maryland Development Company, LLC and that he, as such President and Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Maryland Development Company, LLC by himself as President and Managing Member.

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

Kimberly M. Ridolfi
Notary Public

KIMBERLY M. RIDOLFI
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires December 19, 2004

My Commission Expires: 12/19/2004

I HEREBY CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney, duly admitted to practice before the Court of Appeals of Maryland.

David A. Silvers
David A. Silvers

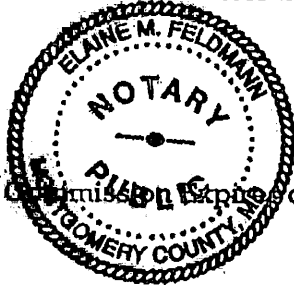
Order: 3WL3G6V4B
Address: 13400 Cedar Creek Ln
Order Date: 12-01-2022
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STATE OF MARYLAND:
COUNTY OF MONTGOMERY, to-wit:

I HEREBY CERTIFY that on this 21st day of January, 2003, before the undersigned officer, personally appeared MARC J. BLUMENSTEIN, who acknowledged himself to be the Trustee and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his name as Trustee.

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



Elaine M. Feldman
Notary Public

My Commission Expires on: April 11, 2006

AFTER RECORDING RETURN TO:

Ward & Klein, Chartered
806 West Diamond Avenue
Fourth Floor
Gaithersburg, Maryland 20878

Tax ID No.: 05-02927897
Title Insurer: N/A

59890v4

Order: 3WLSG6V4B
Address: 13400 Cedar Creek Ln
Order Date: 12-01-2022
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EXHIBIT "A"
SCHEDULE "A"
PHASE 2

22857 351

FAIRLAND MANOR CONDOMINIUM

Being a parcel of land located in the Fifth (5th) Election District of Montgomery County, Maryland, being part of the land conveyed by Fairland Development Corporation to Maryland Development Company LLC, by deed dated December 1, 2000 and recorded among the Land Records of Montgomery County, Maryland in Liber 18598 at Folio 125 and also being part of Parcel "A" as delineated on a Plat of Subdivision entitled "PARCEL A - FAIRLAND MANOR" as recorded among the aforesaid Land Records as Plat No. 18302 and being more particularly described in said Plat Datum by Macris, Hendricks and Glascock, P.A. as follows:

Beginning at the southeast corner of the aforesaid Parcel "A," then binding with the southerly and westerly platted limits of said Parcel "A"

1. North 76°51'33" West, 211.07 feet to a point, then
2. North 05°49'18" East, 115.21 feet to a point, then leaving said westerly limits to cross and include part of said Parcel "A"
3. South 84°13'43" East, 150.47 feet to a point, then
4. South 05°46'17" West, 32.08 feet to a point, then
5. South 84°13'43" East, 58.75 feet to a point, said point being on the easterly platted limits of said Parcel "A," then binding with said easterly limits
6. South 05°46'17" West, 110.20 feet to the point of beginning; containing 25,059 square feet or 0.57527 of an acre of land.

Parcel I.D. = 05-02927897



Certified correct to the best of our professional knowledge, information and belief. If the seal and signature are not violet colored, the document is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.

Douglass H. Riggs III

Macris, Hendricks & Glascock, P.A.
Douglass H. Riggs, III, Professional Land Surveyor
Maryland Registration No. 10712

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SA001DHR

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EXHIBIT "B"

**SUPPLEMENTARY DECLARATION FOR THE
DECLARATION OF CONDOMINIUM**

Fairland Manor Condominium

<u>UNIT</u>	<u>STREET NUMBER</u>	<u>PERCENTAGE INTEREST</u>	<u>VOTE</u>
1-1	13413	14.286%	1
1-2	13411	14.286%	1
1-3	13409	14.286%	1
2-1	13400	14.286%	1
2-2	13402	14.286%	1
2-3	13404	14.286%	1
2-4	13406	14.286%	1
TOTAL		100.00%	7

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Address: 13400 Cedar Creek Ln.
Order Date: 12-01-2022
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**SECOND SUPPLEMENTARY DECLARATION TO THE
DECLARATION OF CONDOMINIUM**

FAIRLAND MANOR CONDOMINIUM/PHASE 3

SECOND SUPPLEMENTARY DECLARATION TO THE DECLARATION OF CONDOMINIUM

Fairland Manor Condominium

THIS SECOND SUPPLEMENTARY DECLARATION TO THE DECLARATION OF CONDOMINIUM is made this 2nd day of April, 2003 by MARYLAND DEVELOPMENT COMPANY, LLC.

RECITALS

1. Fairland Development Corporation is the Declarant of record of that Declaration of Condominium, Fairland Manor Condominium (the "Condominium" or "Project"), recorded in Liber 16195 at Folio 215 among the Land Records of Montgomery County, Maryland ("Declaration"), subjecting certain real property, identified as "Phase 1, Fairland Manor" and described more particularly by a metes and bounds description in Exhibit "A" attached thereto, to the operation and effect thereof ("the Phase 1 Property");

2. Maryland Development Company, LLC (hereinafter "Declarant") is the successor Declarant to Fairland Development Corporation by virtue of an Assignment of Declarant's Rights between Declarant and Fairland Development Corporation, recorded March 15, 2002 in Liber 20746 at Folio 374 among the aforesaid Land Records, which Assignment is authorized by Section 10.1 of the Declaration;

3. Maryland Development Company, LLC is the Declarant of record of that Supplementary Declaration to the Declaration of Condominium, Fairland Manor Condominium, recorded in Liber 22857 at Folio 344 among the Land Records of Montgomery County, Maryland ("First Supplementary Declaration"), subjecting certain real property, identified as "Phase 2, Fairland Manor" and described more particularly by a metes and bounds description in Exhibit "A" attached thereto, to the operation and effect thereof ("the Phase 2 Property");

4. Section 12 of the Declaration grants Declarant the right to expand the Condominium by subjecting that real property described in Exhibit "D" of the Declaration to the operation and effect thereof (the "Exhibit "D" Property"). Declarant, by this Second Supplementary Declaration, hereby desires to expand the Condominium by subjecting that portion of the Exhibit "D" Property identified as Phase 3, which is further described in Exhibit "I", attached hereto and made a part hereof (the "Phase 3 Property"), to the operation and effect thereof;

RECORDING FEE 75.00
THE FIDELITY & SECURITY 5.00
TOTAL 80.00
RES # 43614
MOR CHG RLK # 4353
APR 16, 2003 12:54 PM

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5
00

AGRICULTURE TRANSFER TAX IN THE AMOUNT OF \$ N/A
SIGNATURE CHH

Order # 9145
Address: 13400 Cedar Glen
Document not for res
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No transfer will be made on Assessments & Records due to
CODM PLAT
State Department of Assessments & Taxation for Montgomery County
CHH No Card
By Date 4-16-03

5. The Phase 3 Property is all of proposed Phase 3 as per Plat entitled "Sheet 1 of 1, Phase Plat, Fairland Manor Condominium," which Plat is recorded among the aforesaid Land Records at Condominium Plat Book 75 at Plat No. 7521;

6. Exhibit "II", attached hereto and made a part hereof, sets forth the new Percentage Interests in the Common Elements and Percentage Interests in the Common Expenses and Common Profits pertinent to each Condominium Unit, and the vote appertaining thereto, effective after the recordation hereof;

7. The Condominium Plats showing the Phase 3 Property added to the Condominium hereby as new Units and General and Limited Common Elements have been recorded at Condominium Plats No. 8350 through 8352, inclusive, among the aforesaid Land Records (the "Plats"). Copies of the Plats are attached hereto as Exhibit "III" and made a part hereof;

8. Section 20.5.8 of the Declaration states that an amendment shall not be considered material, and thus shall not require the consent of Unit Owners, mortgagees, or other interested parties, if such amendment is for purposes of correcting typographical errors or omissions, or is for purposes of clarification only. Declarant hereby desires to clarify the legal description of the Phase 2 Property by replacing the metes and bounds description contained in Exhibit "A" of the First Supplemental Declaration with a unit description;

9. All terms capitalized and defined in the Declaration shall have the same meaning in this Second Supplementary Declaration as they do in the Declaration.

NOW THEREFORE, the Declarant hereby declares that all the Phase 3 Property described in Exhibit "I" attached hereto, together with all improvements heretofore and hereafter constructed thereon, and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated or encumbered, subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens of the Declaration and the provisions of the Bylaws; all of which are declared and agreed to be in aid of a plan for the improvement of the Phase 3 Property and the division thereof into additional Condominium Units, and shall be deemed to run with and bind the Phase 3 Property, and shall inure to the benefit of, and be enforceable by, the Declarant, its successors and assigns, and any person acquiring or owning an interest in the Phase 3 Property and improvements. As more particularly set forth below, the Declaration is supplemented as follows:

1. The Recitals set forth above shall be incorporated herein and made part of this Supplementary Declaration.

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2. The Condominium is hereby expanded to include the Phase 3 Property, all of which shall be subject to the terms and conditions of the Declaration.

3. The original and new Units of the Condominium shall hereafter have the Percentage Interests in the Common Elements and Percentage Interests in the Common Expenses and Common Profits, and the vote appertaining thereto, as set forth and established by Exhibit "II" hereof.

4. The legal description of the Phase 2 Property contained in Exhibit "A" of the First Supplemental Declaration is hereby deleted in its entirety and replaced with the following:

Condominium Units 2-1, 2-2, 2-3 and 2-4, in the Fairland Manor Condominium, a condominium regime established by that Declaration of Condominium, Fairland Manor Condominium, made by Fairland Development Corporation, dated August 8, 1998 and recorded August 28, 1998 in Liber 16195 at Folio 215 among the Land Records of Montgomery County, Maryland, as amended and supplemented by that Supplementary Declaration to the Declaration of Condominium, Fairland Manor Condominium, made by Maryland Development Company, LLC, dated January 21, 2003 and recorded January 22, 2003 in Liber 22857 at Folio 344 among the Land Records of Montgomery County, Maryland, and by Condominium Plats recorded at Condominium Plat Number 8316 through Condominium Plat Number 8318, inclusive, among the Land Records of Montgomery County, Maryland, together with an undivided percentage interest in and to the common elements of said Condominium as set forth in said Supplementary Declaration.

Tax ID Numbers: 05-03399033 (Unit 2-1)
 05-03399044 (Unit 2-2)
 05-03399055 (Unit 2-3)
 05-03399066 (Unit 2-4)

5. In the event of any conflict between this Second Supplementary Declaration and the Declaration, as amended, this Second Supplementary Declaration shall control. Except as supplemented hereby, all of the terms and conditions of the Declaration shall remain in full force and effect.

[SIGNATURES AND ACKNOWLEDGMENTS FOLLOW]

Order: 3WLSG6V4B
 Address: 13400 Cedar Creek Ln
 Order Date: 12-01-2022
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IN WITNESS WHEREOF, Maryland Development Company, LLC has caused this Second Supplementary Declaration to be executed by its President and Managing Member the day and year first above written.

ATTEST/WITNESS:

MARYLAND DEVELOPMENT COMPANY, LLC:

Kim Ridolfi

By: *Theodore N. Smart*
Theodore N. Smart
President and Managing Member

STATE OF MARYLAND:
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 2nd day of April, 2003, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared THEODORE N. SMART, who acknowledged himself to be the President and Managing Member of Maryland Development Company, LLC and that he, as such President and Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Maryland Development Company, LLC by himself as President and Managing Member.

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

Kimberly M. Ridolfi
Notary Public

My Commission Expires: 12/19/2004

KIMBERLY M. RIDOLFI
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires December 19, 2004

I HEREBY CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney, duly admitted to practice before the Court of Appeals of Maryland.

David A. Silvers

Order: David A. Silvers
Address: 13400 Cedar Creek Ln
Order Date: 12-01-2003
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JOINDER AND CONSENT OF TRUSTEES

The Trustees, under a Deed of Trust and Security Agreement from the Declarant, dated May 29, 2002, and recorded among the Land Records of Montgomery County, Maryland in Liber 21230 at Folio 713, hereby join in the aforesaid Second Supplementary Declaration for the sole purpose of expressing their consent thereto, and for binding, subjecting, and subordinating the aforesaid Deed of Trust and Security Agreement, and the interests of the secured party therein, in any portion of the Phase 3 Property to the terms of this Second Supplementary Declaration.

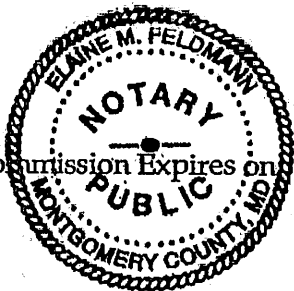
WITNESS:

Beth A Kalgraych By: Marc J. Blumenstein (SEAL)
Marc J. Blumenstein
Sole Acting Trustee

STATE OF MARYLAND:
COUNTY OF MONTGOMERY, to-wit:

I HEREBY CERTIFY that on this 1st day of April, 2003, before the undersigned officer, personally appeared MARC J. BLUMENSTEIN, who acknowledged himself to be the Trustee and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his name as Trustee.

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



Elaine M. Feldman
Notary Public

My Commission Expires on

April 11, 2006

Order: 3WLSG6V4B
Address: 13400 Cedar Creek Ln
Order Date: 12-01-2022
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EXHIBIT "I"**SECOND SUPPLEMENTARY DECLARATION TO THE
DECLARATION OF CONDOMINIUM****Fairland Manor Condominium****Legal Description**

Condominium Units 3-1, 3-2 and 3-3, in the Fairland Manor Condominium, a condominium regime established by that Declaration of Condominium, Fairland Manor Condominium, made by Fairland Development Corporation, dated August 8, 1998 and recorded August 28, 1998 in Liber 16195 at Folio 215 among the Land Records of Montgomery County, Maryland, as amended and supplemented thereto as of the date hereof, and by Condominium Plats recorded at Condominium Plat Number _____ through Condominium Plat Number _____, inclusive, among the Land Records of Montgomery County, Maryland, together with an undivided percentage interest in and to the common elements of said Condominium as set forth in said Condominium Declaration.

Tax ID Number: 05-02927897 (Parent Account)

EXHIBIT "II"

SECOND SUPPLEMENTARY DECLARATION TO THE
DECLARATION OF CONDOMINIUM

Fairland Manor Condominium

Percentage Interests

<u>UNIT</u>	<u>STREET NUMBER</u>	<u>PERCENTAGE INTEREST</u>	<u>VOTE</u>
1-1	13413	10.0%	1
1-2	13411	10.0%	1
1-3	13409	10.0%	1
2-1	13400	10.0%	1
2-2	13402	10.0%	1
2-3	13404	10.0%	1
2-4	13406	10.0%	1
3-1	13410	10.0%	1
3-2	13412	10.0%	1
3-3	13414	10.0%	1
TOTAL		100.0%	10

Order: 3WLSG6V4B
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Insurance Dec Page
Fairland Manor Condominium

Order: 3WLSG6V4B
Address: 13400 Cedar Creek Ln
Order Date: 12-01-2022
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SureStepSM
Commercial Common Policy
Declarations
New

Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency: 192045

Fairland Manor Condominium C/O Chambers
 Management
 12051 Tech Rd
 Silver Spring, MD 20904-7828

The Jacobs Company Inc
 7075 SAMUEL MORSE DR STE 120
 COLUMBIA, MD 21046-3432
 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account No: 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From 02/15/2022 To 02/15/2023

At 12:01 A.M. standard time at your mailing
 address shown above

Business Of Named Insured: Apartment House

Entity Of Named Insured: Association, Labor
 Union, Religious Organization

Coverage and Premium Summary

Commercial Property Coverage Part	\$11,837.00
Commercial General Liability Coverage Part	\$1,121.00
Commercial Cyber Coverage Part	\$245.00
Crime And Fidelity Coverage Part	Included
SureStepSM Annual Premium	\$13,203.00

Total Advance Annual Policy Premium

\$13,203.00

Order: 3WLSG6V4B

Address: 13400 Cedar Creek Ln

Order: DS:01051801-2022

ISSUED DATE: 02/14/2022

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In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. For more detail, please refer to the individual coverage parts inside your policy.

Forms and Endorsements Applicable to This Coverage Part:

Refer to Schedule of Forms and Endorsements - IL DS 73

PLEASE REFER TO IL7097 FOR A DETAILED SUMMARY OF TAXES AND SURCHARGES BY STATE.



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**Commercial Common Policy
 Schedule**
 New

Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency: 192045

Fairland Manor Condominium C/O Chambers
 Management
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 Silver Spring, MD 20904-7828

The Jacobs Company Inc
 7075 SAMUEL MORSE DR STE 120
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Policy Number: 207218R

Billing Account No: 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From 02/15/2022 To 02/15/2023

At 12:01 A.M. standard time at your mailing
 address shown above

Business Of Named Insured: Apartment House

Entity Of Named Insured: Association, Labor Union,
 Religious Organization

Schedule of Insured Locations

Loc. 1

13409-13413 Cedar Creek Ln
 Silver Spring, MD 20904-5376

Loc. 2

13410-13414 Cedar Creek Ln
 Silver Spring, MD 20904-5341

Loc. 3

13400-13406 Cedar Creek Ln
 Silver Spring, MD 20904-5341



Order: 3WLSG6V4B
 Address: 13400 Cedar Creek Ln
 Order Date: 12-01-2022
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SureStepSM
Commercial Property Declarations
New

Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency: 192045

Fairland Manor Condominium C/O Chambers
 Management
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The Jacobs Company Inc
 7075 SAMUEL MORSE DR STE 120
 COLUMBIA, MD 21046-3432
 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account No: 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From: 02/15/2022 To: 02/15/2023 At 12:01 A.M. standard time at your mailing address shown above.

Coverage Provided - Insurance applies at locations shown on the Schedule of Insured Locations and to which a limit of Insurance is shown in these Declarations or specified in an endorsement attached to this Coverage Part.

Coverage and Premium Schedule

Loc.	Bldg.	Coverage	Co Ins.	Ded.	Cause of Loss	Limit Of Insurance	Premium
1	1	13409-13413 Cedar Creek Ln, Silver Spring, MD 20904-5376					
		Building	100%	\$1,000	Special - Incl Theft	\$1,200,000	\$2,688
		Replacement Cost					
		Agreed Value Expires	02/15/2023				
		4% Inflation Guard					
		BI & Extra Expense - Business Income Including Rental Value			Special - Incl Theft	12 Months Actual Loss Sustained	\$814
2	1	13410-13414 Cedar Creek Ln, Silver Spring, MD 20904-5341					
		Building	100%	\$1,000	Special - Incl Theft	\$1,200,000	\$2,555
		Replacement Cost					
		Agreed Value Expires	02/15/2023				
		4% Inflation Guard					
		BI & Extra Expense - Business Income Including Rental Value			Special - Incl Theft	12 Months Actual Loss Sustained	\$774

Order: 3WLSG6V4B
 Address: 13400 Cedar Creek Ln
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Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency: 192045

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The Jacobs Company Inc
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 COLUMBIA, MD 21046-3432
 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account No: 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From: 02/15/2022 To: 02/15/2023

At 12:01 A.M. standard time at your mailing address
 shown above.

3 1 13400-13406 Cedar Creek Ln, Silver Spring, MD 20904-5341

Building	100%	\$1,000	Special - Incl Theft	\$1,200,000	\$2,609
Replacement Cost					
Agreed Value Expires	02/15/2023				
4% Inflation Guard					

BI & Extra Expense - Business Income Including Rental Value	Special - Incl Theft	12 Months Actual Loss Sustained	\$774
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Total Commercial Property Premium	\$10,175
Total Additional Coverages and Endorsements Premium	\$1,566
Total Terrorism Premium	\$96
Total Advance Annual Commercial Property Premium	\$11,837

Forms and Endorsements Applicable to This Coverage Part:
 Refer to Schedule of Forms and Endorsements - IL DS 73

Schedule of Additional Coverages and Endorsements

Form Number/Endorsement
 Page 2 of 4

Order: 3WLSG6V4B
 Address: 13400 Cedar Creek Ln
 CP DS 73.0518 Date: 12-01-2022 ISSUED DATE: 02/14/2022

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 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account No: 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From: 02/15/2022 To: 02/15/2023

At 12:01 A.M. standard time at your mailing address
 shown above.

CPDS75 - Commercial Property Coverage Part Equipment Breakdown Coverage Schedule	Included
CP0401 - Brands And Labels	Included
CP0405 - Ordinance Or Law Coverage	Included
CP0407 - Pollutant Clean Up And Removal Additional Aggregate Limit Of Insurance	Included
CP0415 - Debris Removal Additional Insurance	Included
CP0417 - Utility Services - Direct Damage	Included
CP1038 - Discharge From Sewer, Drain or Sump (Not Flood-Related)	\$39
CP1230 - Peak Season Limit Of Insurance	Included
CP1430 - Outdoor Trees, Shrubs And Plants	Included
CP1440 - Outdoor Signs	Included
CP1402 - Unscheduled Building Property Tenant's Policy	Included
CP1509 - Business Income From Dependent Properties - Limited Form	Included



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Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:	Agency: 192045
Fairland Manor Condominium C/O Chambers Management 12051 Tech Rd Silver Spring, MD 20904-7828	The Jacobs Company Inc 7075 SAMUEL MORSE DR STE 120 COLUMBIA, MD 21046-3432 Telephone: 410-995-6611

Policy Number: 207218R **Billing Account No:** 6000022856 **Payment Plan:** Monthly (Paper Invoices)

Policy Period: From: 02/15/2022 To: 02/15/2023 At 12:01 A.M. standard time at your mailing address shown above.

CP1545 - Utility Services - Time Element	Included
CP7204 - Commercial Business Owners Property Extension Endorsement*	\$6
CP7205 - Business Income - Actual Loss Sustained Endorsement	Included
CP7195 - Equipment Breakdown Coverage	\$812
CP7181 - Commercial Property Expanded Coverage*	\$709
Total Additional Coverages and Endorsements Coverage Premium:	\$1,566

** All or part of the displayed premium is due to coverages/limits provided as part of the SureStepSM Program and may not be removed.*



**COMMERCIAL PROPERTY COVERGE PART
EQUIPMENT BREAKDOWN COVERAGE SCHEDULE**

Equipment Breakdown is subject to the Limits of Insurance shown in the Commercial Property Policy Declarations except as specifically shown below.

These coverages apply to all locations covered on the policy, unless otherwise specified.

Coverages	Limits
Equipment Breakdown Limit	
Business Income	
Extra Expense	
<i>The Limits for the following Coverages are included in the Equipment Breakdown Coverage (Including Electronic Circuitry Impairment) endorsement for \$50,000 each unless otherwise specified on the schedule below.</i>	
Data Restoration	
Expediting Expenses	
Hazardous Substances	
Spoilage	
<i>The Service Interruption Limit will follow the Business Income, Extra Expense, Data Restoration or Spoilage Limit with a 24 hour waiting period unless otherwise specified on the schedule below</i>	
Service Interruption	

Other Conditions (A)

Other Conditions (B)

Schedule of Covered Locations With Deductibles

These coverages apply to all locations covered on the policy, unless otherwise specified

Loc No.	Combined All Coverage Deductible	Direct Coverages Deductible	Indirect Coverages Deductible	Spoilage Deductible
1	\$1,000			
2	\$1,000			
3	\$1,000			

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 Address: 13400 Cedar Creek Ln
 Order Date: 12-01-2022
 HCP DS 75 12:18 | for use only | Issued Date: 02/14/2022
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Declarations
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Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency: 192045

Fairland Manor Condominium C/O Chambers
 Management
 12051 Tech Rd
 Silver Spring, MD 20904-7828

The Jacobs Company Inc
 7075 SAMUEL MORSE DR STE 120
 COLUMBIA, MD 21046-3432
 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account Number:
 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From: 02/15/2022 To: 02/15/2023

At 12:01 A.M. standard time at your mailing
 address shown above

Limits of Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit (Other than products/completed-operations)	\$2,000,000
Products/Completed-Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Damage to Premises Rented to You Limit (Any one premises)	\$1,000,000
Medical Expense Limit (Any one person)	Excluded

Total Premises/Operations Premium	\$837
Total Products/Completed Operations Premium	Included
Total Additional Coverages and Endorsements Premium	\$266
Total Additional Interests Premium	Included
Total Terrorism Premium	\$18
 Total Advance Annual General Liability Premium	 \$1,121

Forms And Endorsements Applicable To This Coverage Part:

Refer to Schedule of Forms and Endorsements - IL DS 73

Order: 3WLSG6V4B

Address: 13400 Cedar Creek Ln

Or CG DS 01.05 18-01-2022

ISSUED DATE:02/14/2022

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Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency: 192045

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 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account Number:
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Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From: 02/15/2022 To: 02/15/2023

At 12:01 A.M. standard time at your mailing
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Classification and Premium Schedule

Location of all premises owned by, rented to, or controlled by the name insured are shown on the Schedule of Insured Locations, IL DS 02, unless otherwise indicated.

Location	Classification Code and Description	Premium Basis	Rate	Premium
#1: 13409-13413 Cedar Creek Ln, Silver Spring, MD 20904-5376	62003 - Condominiums - residential - (association risk only)	10 Units	27.862 Prem/Ops	\$279
#2: 13410-13414 Cedar Creek Ln, Silver Spring, MD 20904-5341	62003 - Condominiums - residential - (association risk only)	10 Units	27.862 Prem/Ops	\$279
#3: 13400-13406 Cedar Creek Ln, Silver Spring, MD 20904-5341	62003 - Condominiums - residential - (association risk only)	10 Units	27.862 Prem/Ops	\$279

Total Premises/Operations Premium **\$837**
Total Products/Completed Operations Premium **Included**

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Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:	Agency: 192045
Fairland Manor Condominium C/O Chambers Management 12051 Tech Rd Silver Spring, MD 20904-7828	The Jacobs Company Inc 7075 SAMUEL MORSE DR STE 120 COLUMBIA, MD 21046-3432 Telephone: 410-995-6611

Policy Number: 207218R	Billing Account Number: 6000022856	Payment Plan: Monthly (Paper Invoices)
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Policy Period: From: 02/15/2022 To: 02/15/2023 At 12:01 A.M. standard time at your mailing address shown above

Schedule of Additional Coverages and Endorsements

Form Number/ Endorsement	Premium
CG7164 - Commercial General Liability Expanded*	\$75
CG0435 - Employee Benefits Liability Coverage	Included
CG2404 - Waiver of Transfer of Rights of Recovery Against Others to Us	Included
CG7022 - Voluntary Property Damage	Included
CG7023 - Care Custody or Control Coverage Form	Included
CG7185 - Condominiums, Co-ops, Associations Directors and Officers Liability	\$191
-	
CG2135 - Exclusion-Coverage C-Medical Payments	Included
Total Additional Coverages and Endorsements Coverage Premium:	\$266

** All or part of the displayed premium is due to coverages/limits provided as part of the SureStepSM Program and may not be removed.*





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Commercial General Liability
Declarations
New

Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency: 192045

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The Jacobs Company Inc
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 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account Number:
 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From: 02/15/2022 To: 02/15/2023

At 12:01 A.M. standard time at your mailing
 address shown above

Schedule of Additional Interests

Form Number/ Endorsement	Premium
CG2027 [Automatic status when required by written contract, agreement, or permit] - Additional Insured-Co-Owner of Insured Premises	Included
CG2003 [Automatic status when required by written contract, agreement, or permit] - ADDITIONAL INSURED - CONCESSIONAIRES TRADING UNDER YOUR NAME	Included
CG2005 [Automatic status when required by written contract, agreement, or permit] - ADDITIONAL INSURED - CONTROLLING INTEREST	Included
CG2029 [Automatic status when required by written contract, agreement, or permit] - Additional Insured-Grantor of Franchise	Included
CG2034 - Additional Insured-Lessor of Leased Equipment-Automatic Status When Required in Lease Agreement With You	Included
CG2011 [Automatic status when required by written contract, agreement, or permit] - Additional Insured-Managers or Lessors of Premises	Included
CG2018 [Automatic status when required by written contract, agreement, or permit] - Additional Insured-Mortgagee Assignee or Receiver	Included
CG2024 [Automatic status when required by written contract, agreement, or permit] - Additional Insured-Owners or Other Interests From Whom Land Has Been Leased	Included
CG2012 [Automatic status when required by written contract, agreement, or permit] - Additional Insured-State or Governmental Agency or Subdivision or Political Subdivision-Permits or Authorizations	Included

Order: JWLS06V4E
 Address: 13400 Cedar Creek Ln
 Order Date: 02-01-2022
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Declarations
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Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency: 192045

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Policy Number: 207218R

Billing Account Number:
 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From: 02/15/2022 To: 02/15/2023

At 12:01 A.M. standard time at your mailing
 address shown above

CG2015 [Automatic status when required by written contract, agreement, or permit] -
 Additional Insured-Vendors

Included

CG2004 - Condominium Unit Owners

Included

Total Additional Interests Premium:

Included





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 800-243-0210
 WestfieldInsurance.com

**Commercial Cyber Suite
 Supplemental Declarations
 New**

Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:		Agency: 192045
Fairland Manor Condominium C/O Chambers Management 12051 Tech Rd Silver Spring, MD 20904-7828		The Jacobs Company Inc 7075 SAMUEL MORSE DR STE 120 COLUMBIA, MD 21046-3432 Telephone: 410-995-6611
Policy Number: 207218R	Billing Account Number: 6000022856	Payment Plan: Monthly (Paper Invoices)
Policy Period: From: 02/15/2022 To: 02/15/2023		At 12:01 A.M. standard time at your mailing address shown above

DATA COMPROMISE RESPONSE EXPENSES

Data Compromise Response Expenses Limit \$ 50,000
Annual Aggregate

Sublimits

1st Party Named Malware \$ 50,000
 Forensic IT Review \$ 25,000
 Legal Review \$ 25,000
 Public Relations \$ 10,000
 Regulatory Fines and Penalties \$ 25,000
 PCI Fines and Penalties \$ 25,000
 Per Occurrence

Data Compromise Response Expenses Deductible \$ 1,000
Per Occurrence

COMPUTER ATTACK and CYBER EXTORTION

Computer Attack Limit \$ 50,000
Annual Aggregate

Sublimits

Loss of Business \$ 25,000
 Public Relations \$ 10,000
 Cyber Extortion \$ 10,000
 Per Occurrence

Computer Attack and Cyber Extortion Deductible \$ 1,000
Per Occurrence

IDENTITY RECOVERY

Identity Recovery Limit \$ 25,000
Annual Aggregate per "Identity Recovery Insured"

Sublimits

Lost Wages and Child and Elder Care Expenses \$ 5,000
 Mental Health Counseling \$ 1,000
 Miscellaneous Unnamed Costs \$ 1,000

Order: 3WLSG6V4B
 Address: 13400 Cedar Creek Ln
 Order Date: 12-01-2022
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**Commercial Cyber Suite
 Supplemental Declarations
 New**

Company Providing Coverage: Westfield Superior Insurance Company		
Named Insured and Mailing Address:	Agency: 192045	
Fairland Manor Condominium C/O Chambers Management 12051 Tech Rd Silver Spring, MD 20904-7828	The Jacobs Company Inc 7075 SAMUEL MORSE DR STE 120 COLUMBIA, MD 21046-3432 Telephone: 410-995-6611	
Policy Number: 207218R	Billing Account Number: 6000022856	Payment Plan: Monthly (Paper Invoices)
Policy Period: From: 02/15/2022 To: 02/15/2023		At 12:01 A.M. standard time at your mailing address shown above

DATA COMPROMISE LIABILITY

Data Compromise
 Defense and Liability Limit \$ 50,000
 Annual Aggregate

Sublimits

3rd Party Named Malware \$ 50,000
 Per Occurrence

Data Compromise
 Defense and Liability Deductible \$ 1,000
 Per Occurrence

NETWORK SECURITY LIABILITY

Network Security Defense and Liability Limit \$ 50,000
 Annual Aggregate

Network Security
 Defense and Liability Deductible \$ 1,000
 Per Occurrence

ELECTRONIC MEDIA LIABILITY

Electronic Media Defense and Liability Limit \$ 50,000
 Annual Aggregate

Electronic Media
 Defense and Liability Deductible \$ 1,000
 Per Occurrence

Total Advance Annual Cyber Suite Premium \$ 245

Forms and Endorsements Applicable To This Coverage Part:
 Refer to Forms and Endorsements Schedule- IL DS 73



Order: 3WLSG6V4B
 Address: 13400 Cedar Creek Ln
 Order Date: 12-01-2022
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**Commercial Crime & Fidelity
 Declarations
 New**

Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency:192045

Fairland Manor Condominium C/O Chambers
 Management
 12051 Tech Rd
 Silver Spring, MD 20904-7828

The Jacobs Company Inc
 7075 SAMUEL MORSE DR STE 120
 COLUMBIA MD 21046-3432

Policy Number: 207218R

Billing Account No:6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From 02/15/2022 To 02/15/2023

At 12:01 A.M. standard time at your mailing
 address shown above

Crime & Fidelity (Commercial Entities)

Coverage Is Written:

Primary

Excess

Employee Benefit Plan(s) Included As Insureds:

Insuring Agreement	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence	Premium
1. Employee Theft	\$50,000	\$500	Included
2. Forgery or Alteration	\$50,000	\$500	Included
3. Inside the Premises - Theft of Money and Securities	\$50,000	\$500	Included
5. Outside the Premises	\$50,000	\$500	Included
7. Money Orders and Counterfeit Money	\$25,000	\$500	Included

Total Commercial Crime Premium

Included

Total Advance Annual Commercial Crime Premium

Included

Order: 3WLS06V4B

Forms and Endorsements Applicable To This Coverage: 13400 Cedar Creek Ln

Refer to Schedule of Forms and Endorsements - IL DS 73 12-01-2022



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**Commercial Crime & Fidelity
 Declarations
 New**

Company Providing Coverage: Westfield Superior Insurance Company		
Named Insured and Mailing Address:	Agency: 192045	
Fairland Manor Condominium C/O Chambers Management 12051 Tech Rd Silver Spring, MD 20904-7828	The Jacobs Company Inc 7075 SAMUEL MORSE DR STE 120 COLUMBIA MD 21046-3432	
Policy Number: 207218R	Billing Account No: 6000022856	Payment Plan: Monthly (Paper Invoices)
Policy Period: From 02/15/2022 To 02/15/2023		At 12:01 A.M. standard time at your mailing address shown above

Cancellation of Prior Insurance Issued By Us:

By acceptance of this Coverage Part/ Policy you give us notice cancelling prior policy
 Nos. _____; the cancellation to be effective at the time this Coverage Part/Policy become effective.



Order: 3WLSG6V4B
 Address: 13400 Cedar Creek Ln
 Order Date: 12-01-2022
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**Schedule of Forms and
 Endorsements
 New**

Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency: 192045

Fairland Manor Condominium C/O Chambers
 Management
 12051 Tech Rd
 Silver Spring, MD 20904-7828

The Jacobs Company Inc
 7075 SAMUEL MORSE DR STE 120
 COLUMBIA, MD 21046-3432
 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account No: 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From 02/15/2022 To 02/15/2023

At 12:01 A.M. standard time at your mailing
 address shown above

SCHEDULE OF FORMS AND ENDORSEMENTS

FORMS THAT APPLY TO MULTIPLE COVERAGE PARTS

NUMBER	EDITION DATE	TITLE
ILDS01	0518	COMMERCIAL PACKAGE POLICY COMMON POLICY DECLARATIONS
ILDS02	0518	COMMERCIAL PACKAGE POLICY COMMON POLICY SCHEDULE
IL0003	0908	CALCULATION OF PREMIUM
IL0017	1198	COMMON POLICY CONDITIONS
IL0952	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL7090	0820	EXCLUSION - CONTROLLED SUBSTANCES
IL0207	1217	MARYLAND CHANGES
IL7087	0518	MARYLAND - VALUE GUARD ENDORSEMENT
IL0021	0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL7013	1206	EXCLUSION - LEAD

FORMS THAT APPLY TO COMMERCIAL PROPERTY

NUMBER	EDITION DATE	TITLE
CPDS73	0518	COMMERCIAL PROPERTY DECLARATIONS
CPDS75	1218	EQUIPMENT BREAKDOWN COVERAGE
CP0010	1012	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP0030	1012	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CP0060	0695	LEASEHOLD INTEREST COVERAGE FORM
CP0090	0788	COMMERCIAL PROPERTY CONDITIONS
CP0140	0706	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP0401	1000	BRANDS AND LABELS
CP0405	0917	ORDINANCE OR LAW COVERAGE
CP0407	1091	POLLUTANT CLEAN UP AND REMOVAL ADDITIONAL AGGREGATE LIMIT OF INSURANCE
CP0415	1012	DEBRIS REMOVAL ADDITIONAL INSURANCE
CP0417	1012	UTILITY SERVICES - DIRECT DAMAGE
CP0460	1012	VACANCY CHANGES
CP1034	1012	EXCLUSION OF LOSS DUE TO BY-PRODUCTS OF PRODUCTION OR PROCESSING OPERATIONS (RENTAL PROPERTIES)
CP1038	1012	DISCHARGE FROM SEWER DRAIN OR SUMP (NOT FLOOD-RELATED)



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**Schedule of Forms and
 Endorsements
 New**

Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency: 192045

Fairland Manor Condominium C/O Chambers
 Management
 12051 Tech Rd
 Silver Spring, MD 20904-7828

The Jacobs Company Inc
 7075 SAMUEL MORSE DR STE 120
 COLUMBIA, MD 21046-3432
 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account No: 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From 02/15/2022 To 02/15/2023

At 12:01 A.M. standard time at your mailing
 address shown above

CP1230	0695	PEAK SEASON LIMIT OF INSURANCE
CP1410	0695	ADDITIONAL COVERED PROPERTY
CP1430	1012	OUTDOOR TREES, SHRUBS AND PLANTS
CP1440	0607	OUTDOOR SIGNS
CP1402	0917	UNSCHEDULED BUILDING PROPERTY TENANT'S POLICY
CP1509	1012	BUSINESS INCOME FROM DEPENDENT PROPERTIES - LIMITED FORM
CP1545	0917	UTILITY SERVICES - TIME ELEMENT
CP1556	0607	BUSINESS INCOME CHANGES - BEGINNING OF THE PERIOD OF RESTORATION
CP9904	1219	CANNABIS EXCLUSION WITH HEMP EXCEPTION
CP7204	0720	COMMERCIAL BUSINESS OWNERS PROPERTY EXTENSION ENDORSEMENT
CP7205	0720	BUSINESS INCOME - ACTUAL LOSS SUSTAINED ENDORSEMENT
CP1030	0917	CAUSES OF LOSS - SPECIAL FORM
CP1075	1220	CYBER INCIDENT EXCLUSION
CP7195	0321	EQUIPMENT BREAKDOWN COVERAGE(INCLUDING ELECTRONIC CIRCUITRY IMPAIRMENT)
CP7181	0321	COMMERCIAL PROPERTY EXPANDED COVERAGE

FORMS THAT APPLY TO COMMERCIAL GENERAL LIABILITY

NUMBER	EDITION DATE	TITLE
CGDS01	0518	COMMERCIAL GENERAL LIABILITY DECLARATIONS
CG0001	0413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0435	1207	EMPLOYEE BENEFITS LIABILITY COVERAGE
CG2003	1219	ADDITIONAL INSURED - CONCESSIONAIRES TRADING UNDER YOUR NAME
CG2004	1185	ADDITIONAL INSURED - CONDOMINIUM UNIT OWNERS
CG2005	1219	ADDITIONAL INSURED - CONTROLLING INTEREST
CG2011	1219	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
CG2012	1219	ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS
CG2015	1219	ADDITIONAL INSURED - VENDORS
CG2018	1219	ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER
CG2024	1219	ADDITIONAL INSURED - OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED
CG2027	1219	ADDITIONAL INSURED - CO-OWNER OF INSURED PREMISES
CG2029	1219	ADDITIONAL INSURED - GRANTOR OF FRANCHISE



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**Schedule of Forms and
 Endorsements
 New**

Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency: 192045

Fairland Manor Condominium C/O Chambers
 Management
 12051 Tech Rd
 Silver Spring, MD 20904-7828

The Jacobs Company Inc
 7075 SAMUEL MORSE DR STE 120
 COLUMBIA, MD 21046-3432
 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account No: 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From 02/15/2022 To 02/15/2023

At 12:01 A.M. standard time at your mailing
 address shown above

CG2034	1219	ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU
CG2106	0514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG2132	0509	COMMUNICABLE DISEASE EXCLUSION
CG2135	1001	EXCLUSION - COVERAGE C - MEDICAL PAYMENTS
CG2147	1207	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2167	1204	FUNGI OR BACTERIA EXCLUSION
CG2170	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2404	1219	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
CG2426	0413	AMENDMENT OF INSURED CONTRACT DEFINITION
CG2503	0509	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
CG2504	0509	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
CG4015	1219	CANNABIS EXCLUSION WITH HEMP EXCEPTION
CG7017	1298	EXCLUSION-ASBESTOS
CG7022	0518	VOLUNTARY PROPERTY DAMAGE
CG7023	0715	CARE CUSTODY OR CONTROL COVERAGE FORM
CG7164	0518	COMMERCIAL GENERAL LIABILITY EXPANDED
CG9909	1219	PREMIUM AUDIT NONCOMPLIANCE CHARGE
CG7185	0720	CONDOMINIUMS CO-OPS ASSOCIATIONS - DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM
CG0141	0311	MARYLAND - CONDOMINIUMS
CG0201	1217	MARYLAND CHANGES
CG2673	1204	MARYLAND CHANGES - PREMIUM AUDIT CONDITION

FORMS THAT APPLY TO COMMERCIAL CYBER

NUMBER	EDITION DATE	TITLE
CY7046	0518	COMMERCIAL CYBER SUITE SUPPLEMENTAL DECLARATIONS
CY7045	0717	CYBER SUITE COVERAGE FORM
CY7059	0717	MARYLAND CHANGES AMENDATORY ENDORSEMENT

Order: 3WLSG6V4B
 Address: 13400 Cedar Creek Ln
 Order #: 73 05 18 12-01-2022
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**Schedule of Forms and
 Endorsements
 New**

Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency: 192045

Fairland Manor Condominium C/O Chambers
 Management
 12051 Tech Rd
 Silver Spring, MD 20904-7828

The Jacobs Company Inc
 7075 SAMUEL MORSE DR STE 120
 COLUMBIA, MD 21046-3432
 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account No: 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From 02/15/2022 To 02/15/2023

At 12:01 A.M. standard time at your mailing
 address shown above

FORMS THAT APPLY TO CRIME

NUMBER	EDITION DATE	TITLE
CRDS70	0518	COMMERCIAL PACKAGE POLICY COMMERCIAL CRIME & FIDELITY DECLARATIONS
CR0021	1115	COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)
CR0103	1217	MARYLAND CHANGES



Order: SWL8G6V4E
Address: 13400 Cedar Creek Ln
Order Date: 12-01-2022
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SureStepSM
Commercial Common Policy
Declarations
Amended

Company Providing Coverage: Westfield Superior Insurance Company		
Named Insured and Mailing Address:	Agency: 192045	
Fairland Manor Condominium C/O Chambers Management 12051 Tech Rd Silver Spring, MD 20904-7828	The Jacobs Company Inc 7075 SAMUEL MORSE DR STE 120 COLUMBIA, MD 21046-3432 Telephone: 410-995-6611	
Policy Number: 207218R	Billing Account No: 6000022856	Payment Plan: Monthly (Paper Invoices)
Policy Period: From 02/15/2022 To 02/15/2023	At 12:01 A.M. standard time at your mailing address shown above	
Business Of Named Insured: Apartment House	Entity Of Named Insured: Association, Labor Union, Religious Organization	

Coverage and Premium Summary

Commercial Property Coverage Part	\$11,837.00
Commercial General Liability Coverage Part	\$1,121.00
Commercial Cyber Coverage Part	\$245.00
Crime And Fidelity Coverage Part	Included
SureStepSM Annual Premium	\$13,203.00

Total Advance Annual Policy Premium **\$13,203.00**

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. For more detail please refer to the individual coverage parts inside your policy.

Address: 13400 Cedar Creek Ln

Order Date: 07/01/2022

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ISSUED DATE: 07/26/2022

Forms and Endorsements Applicable to This Coverage Part:
Refer to Schedule of Forms and Endorsements - IL DS 73

PLEASE REFER TO IL7097 FOR A DETAILED SUMMARY OF TAXES AND SURCHARGES BY STATE.



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**Amended
 Common Policy Declarations**

Company Providing Coverage: Westfield Superior Insurance Company

Named Insured And Mailing Address:

Agency: 192045

Fairland Manor Condominium C/O Chambers
 Management
 12051 Tech Rd,
 Silver Spring, MD 20904-7828

The Jacobs Company Inc
 7075 SAMUEL MORSE DR STE 120,
 COLUMBIA, MD 21046-3432
 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account No: 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From 02/15/2022 To 02/15/2023

At 12:01 A.M. standard time at your mailing address
 shown above

Effective 02/15/2022, this Common Policy Declarations amends all prior Common Policy declarations and endorsements as shown below.

THE COVERAGE PARTS BELOW HAVE BEEN ENDORSED AS FOLLOWS:

Net Premium

\$0.00

**** This Endorsement changes your policy. Please attach it to your original policy****



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Endorsement Summary

Company Providing Coverage: Westfield Superior Insurance Company

Named Insured And Mailing Address:

Agency: 192045

Fairland Manor Condominium C/O Chambers
 Management
 12051 Tech Rd,
 Silver Spring, MD 20904-7828

The Jacobs Company Inc
 7075 SAMUEL MORSE DR STE 120,
 COLUMBIA, MD 21046-3432
 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account No: 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From 02/15/2022 To 02/15/2023

At 12:01 A.M. standard time at your mailing address
 shown above

THE COVERAGE PARTS BELOW HAVE BEEN ENDORSED AS FOLLOWS:

Effective Date
 02/15/2022

Not otherwise classified

Description
 ?Removing inadvertently added
 Controlled Substances Exclusion -
 IL7090

**** This Endorsement changes your policy. Please attach it to your original policy****

Order: 3WLS06V4B
 Address: 13400 Cedar Creek Ln
 Order Date: 12-01-2022
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SureStepSM
Commercial Property Declarations
Amended

Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency: 192045

Fairland Manor Condominium C/O Chambers
 Management
 12051 Tech Rd
 Silver Spring, MD 20904-7828

The Jacobs Company Inc
 7075 SAMUEL MORSE DR STE 120
 COLUMBIA, MD 21046-3432
 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account No: 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From: 02/15/2022 To: 02/15/2023

At 12:01 A.M. standard time at your mailing address
 shown above.

Coverage Provided - Insurance applies at locations shown on the Schedule of Insured Locations and to which a limit of Insurance is shown in these Declarations or specified in an endorsement attached to this Coverage Part.

Coverage and Premium Schedule

Loc.	Bldg.	Coverage	Co Ins.	Ded.	Cause of Loss	Limit Of Insurance	Premium
1	1	13409-13413 Cedar Creek Ln, Silver Spring, MD 20904-5376					
		Building	100%	\$1,000	Special - Incl Theft	\$1,200,000	\$2,688
		Replacement Cost					
		Agreed Value Expires	02/15/2023				
		4% Inflation Guard					
		BI & Extra Expense - Business Income Including Rental Value			Special - Incl Theft	12 Months Actual Loss Sustained	\$814
2	1	13410-13414 Cedar Creek Ln, Silver Spring, MD 20904-5341					
		Building	100%	\$1,000	Special - Incl Theft	\$1,200,000	\$2,555
		Replacement Cost					
		Agreed Value Expires	02/15/2023				
		4% Inflation Guard					
		BI & Extra Expense - Business Income Including Rental Value			Special - Incl Theft	12 Months Actual Loss Sustained	\$774

Order: 3WLSG6V4B
 Address: 13400 Cedar Creek Ln

CP DS 73 05 18 Date: 12-01-2022 ISSUED DATE: 07/26/2022

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SureStepSM
Commercial Property Declarations
Amended

Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency: 192045

Fairland Manor Condominium C/O Chambers
 Management
 12051 Tech Rd
 Silver Spring, MD 20904-7828

The Jacobs Company Inc
 7075 SAMUEL MORSE DR STE 120
 COLUMBIA, MD 21046-3432
 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account No: 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From: 02/15/2022 To: 02/15/2023

At 12:01 A.M. standard time at your mailing address
 shown above.

3 1 13400-13406 Cedar Creek Ln, Silver Spring, MD 20904-5341

Building	100%	\$1,000	Special - Incl Theft	\$1,200,000	\$2,609
Replacement Cost					
Agreed Value Expires		02/15/2023			
4% Inflation Guard					

BI & Extra Expense - Business Income Including Rental Value	Special - Incl Theft	12 Months Actual Loss Sustained	\$774
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Total Commercial Property Premium	\$10,175
Total Additional Coverages and Endorsements Premium	\$1,566
Total Terrorism Premium	\$96
Total Advance Annual Commercial Property Premium	\$11,837

Forms and Endorsements Applicable to This Coverage Part:
 Refer to Schedule of Forms and Endorsements - IL DS 73

Schedule of Additional Coverages and Endorsements

Form Number/Endorsement	Order: 3WLSG6V4B Address: 13400 Cedar Creek Ln Order Date: 12-01-2022	Premium
Page 2 of 4	CP DS 73 05 18	ISSUED DATE: 07/26/2022
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SureStepSM
Commercial Property Declarations
Amended

Company Providing Coverage: Westfield Superior Insurance Company		
Named Insured and Mailing Address:	Agency: 192045	
Fairland Manor Condominium C/O Chambers Management 12051 Tech Rd Silver Spring, MD 20904-7828	The Jacobs Company Inc 7075 SAMUEL MORSE DR STE 120 COLUMBIA, MD 21046-3432 Telephone: 410-995-6611	
Policy Number: 207218R	Billing Account No: 6000022856	Payment Plan: Monthly (Paper Invoices)
Policy Period: From: 02/15/2022 To: 02/15/2023		At 12:01 A.M. standard time at your mailing address shown above.

CPDS75 - Commercial Property Coverage Part Equipment Breakdown Coverage Schedule	Included
CP0401 - Brands And Labels	Included
CP0407 - Pollutant Clean Up And Removal Additional Aggregate Limit Of Insurance	Included
CP0415 - Debris Removal Additional Insurance	Included
CP0417 - Utility Services - Direct Damage	Included
CP1038 - Discharge From Sewer, Drain or Sump (Not Flood-Related)	\$39
CP1230 - Peak Season Limit Of Insurance	Included
CP1430 - Outdoor Trees, Shrubs And Plants	Included
CP1440 - Outdoor Signs	Included
CP1402 - Unscheduled Building Property Tenant's Policy	Included
CP1509 - Business Income From Dependent Properties - Limited Form	Included
CP1545 - Utility Services - Time Element	Included

Order: 3WLSG6V4B
 Address: 13400 Cedar Creek Ln



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SureStepSM
Commercial Property Declarations
Amended

Company Providing Coverage: Westfield Superior Insurance Company

Named Insured and Mailing Address:

Agency: 192045

Fairland Manor Condominium C/O Chambers
 Management
 12051 Tech Rd
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The Jacobs Company Inc
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 COLUMBIA, MD 21046-3432
 Telephone: 410-995-6611

Policy Number: 207218R

Billing Account No: 6000022856

Payment Plan: Monthly
 (Paper Invoices)

Policy Period: From: 02/15/2022 To: 02/15/2023

At 12:01 A.M. standard time at your mailing address
 shown above.

CP0405 - Ordinance Or Law Coverage	Included
CP7204 - Commercial Business Owners Property Extension Endorsement*	\$6
CP7205 - Business Income - Actual Loss Sustained Endorsement	Included
CP7195 - Equipment Breakdown Coverage	\$812
CP7181 - Commercial Property Expanded Coverage*	\$709
Total Additional Coverages and Endorsements Coverage Premium:	\$1,566

** All or part of the displayed premium is due to coverages/limits provided as part of the SureStepSM Program and may not be removed.*

**COMMERCIAL PROPERTY COVERGE PART
EQUIPMENT BREAKDOWN COVERAGE SCHEDULE**

Equipment Breakdown is subject to the Limits of Insurance shown in the Commercial Property Policy Declarations except as specifically shown below.

These coverages apply to all locations covered on the policy, unless otherwise specified.

Coverages	Limits
Equipment Breakdown Limit	
Business Income	
Extra Expense	
<i>The Limits for the following Coverages are included in the Equipment Breakdown Coverage (Including Electronic Circuitry Impairment) endorsement for \$50,000 each unless otherwise specified on the schedule below.</i>	
Data Restoration	
Expediting Expenses	
Hazardous Substances	
Spoilage	
<i>The Service Interruption Limit will follow the Business Income, Extra Expense, Data Restoration or Spoilage Limit with a 24 hour waiting period unless otherwise specified on the schedule below</i>	
Service Interruption	
Other Conditions (A)	

Other Conditions (B)

Schedule of Covered Locations With Deductibles

These coverages apply to all locations covered on the policy, unless otherwise specified

Loc No.	Combined All Coverage Deductible	Direct Coverages Deductible	Indirect Coverages Deductible	Spoilage Deductible
1	\$1,000			
2	\$1,000			
3	\$1,000			

Order: 3WLSG6V4B
 Address: 13400 Cedar Creek Ln
 Order Date: 12-01-2022
 DCP:DS 7512181 for resale Issued Date:02/14/2022
 HomeWiseDocs



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**Schedule of Forms and
 Endorsements
 Amended**

Company Providing Coverage: Westfield Superior Insurance Company		
Named Insured and Mailing Address:	Agency: 192045	
Fairland Manor Condominium C/O Chambers Management 12051 Tech Rd Silver Spring, MD 20904-7828	The Jacobs Company Inc 7075 SAMUEL MORSE DR STE 120 COLUMBIA, MD 21046-3432 Telephone: 410-995-6611	
Policy Number: 207218R	Billing Account No: 6000022856	Payment Plan: Monthly (Paper Invoices)
Policy Period: From 02/15/2022 To 02/15/2023		At 12:01 A.M. standard time at your mailing address shown above

SCHEDULE OF FORMS AND ENDORSEMENTS

The following forms have been added or amended:

FORMS THAT APPLY TO MULTIPLE COVERAGE PARTS

NUMBER	EDITION DATE	TITLE
ILDS01	0518	COMMERCIAL PACKAGE POLICY COMMON POLICY DECLARATIONS
ILDS71	0518	AMENDED COMMON POLICY DECLARATIONS
ILDS72	0518	ENDORSEMENT SUMMARY
ILDS02	0518	COMMERCIAL PACKAGE POLICY COMMON POLICY SCHEDULE
IL0003	0908	CALCULATION OF PREMIUM
IL0017	1198	COMMON POLICY CONDITIONS
IL0952	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL7090	0820	EXCLUSION - CONTROLLED SUBSTANCES
IL0207	1217	MARYLAND CHANGES
IL7087	0518	MARYLAND - VALUE GUARD ENDORSEMENT
IL0021	0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL7013	1206	EXCLUSION - LEAD

FORMS THAT APPLY TO COMMERCIAL PROPERTY

NUMBER	EDITION DATE	TITLE
CPDS73	0518	COMMERCIAL PROPERTY DECLARATIONS
CPDS75	1218	EQUIPMENT BREAKDOWN COVERAGE

FORMS THAT APPLY TO COMMERCIAL GENERAL LIABILITY

NUMBER	EDITION DATE	TITLE
CG2101	1219	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS

FORMS THAT APPLY TO COMMERCIAL CYBER

NUMBER	EDITION DATE	TITLE
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Order: 3WI.SG6V4B
 Address: 13400 Cedar Creek Ln
 Order Date: 02-01-2022
 Document not for resale
 HomeWisodocs
 ISSUED DATE:07/26/22



Westfield
 One Park Circle, P.O. Box 5001
 Westfield Center, OH 44251
 800-243-0210
 WestfieldInsurance.com

**Schedule of Forms and
 Endorsements
 Amended**

Company Providing Coverage: Westfield Superior Insurance Company		
Named Insured and Mailing Address:	Agency: 192045	
Fairland Manor Condominium C/O Chambers Management 12051 Tech Rd Silver Spring, MD 20904-7828	The Jacobs Company Inc 7075 SAMUEL MORSE DR STE 120 COLUMBIA, MD 21046-3432 Telephone: 410-995-6611	
Policy Number: 207218R	Billing Account No: 6000022856	Payment Plan: Monthly (Paper Invoices)
Policy Period: From 02/15/2022 To 02/15/2023		At 12:01 A.M. standard time at your mailing address shown above

FORMS THAT APPLY TO CRIME

NUMBER EDITION DATE TITLE



Rules and Regulations
Fairland Manor Condominium

Order: 3WLSIG6V4F3
Address: 13400 Godwin Creek Ln
Order Date: 12-01-2022
Document not for resale
Plan: VMS01005

Fairland Manor Condominium

Pet Ownership Rules

1. No more than two (2) common household pets are allowed per unit.
2. No animal over 25 pounds is permitted.
3. No vicious, wild or exotic animals are allowed as pets. No attack dogs, or dogs of a vicious nature or temperament, are permitted, including but not limited to Pit Bulls, American Pit Bull Terriers, Staffordshire Terriers, and other Bull Terriers.
4. No animal(s) will be kept, bred, or maintained for commercial purposes in any unit.
5. Dogs must be under the control of their owners and on a leash at all times. Dogs that are the subject of complaints of aggressive behavior or biting a person are subject to immediate removal.
6. Cats shall not be permitted to roam freely. Cats found roaming freely or causing a nuisance to others will be subject to immediate impoundment without notice.
7. All pets must have licenses and vaccinations as required by law and meet all requirements of Montgomery County, Maryland.
8. Pet owners are responsible for clean up and disposal of pet feces immediately after it is deposited.
9. Owners are financially responsible for any damage caused by their pets.
10. Certified "service" or "assistance" dogs will be exempt from the provisions of these rulings as required by law, but such pets, must comply with all other licensing, vaccination, behavior and conduct requirements.
11. The Board of Directors may cause the removal from the premises of any pet that becomes a nuisance, or whose owner fails to consistently comply with these pet rules.

Order: 3WLSG6V4B
Address: 13400 Cedar Creek Ln
Order Date: 12-01-2022
Document not for resale
HomeWiseDocs