

Parkway Condominium Association, Inc.
6011 Emerson Street, Bladensburg, MD 20710
Tel: (301) 699-5385 Fax: (301) 699-3921

Documents Verification

Date: _____

Unit #: _____

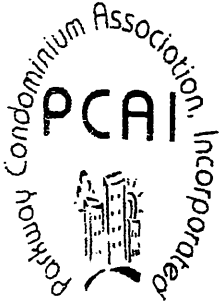
Owner

Tenant

Listed below is/are the document(s) that is/are missing from your file.

- Proof of Ownership**
- Owner's Registration**
- Current Lease**
- Tenant's Registration**
- None (to date, file is current)**

Please provide the office a copy of the missing document(s) as soon as possible. Failure to provide these required documents may result in building access denial or deactivation and/or other types of access to the building.



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Tenant Acknowledgment

THIS IS TO ACKNOWLEDGE RECEIPT OF

1. A COPY OF THE HOUSE RULES

UNIT NUMBER

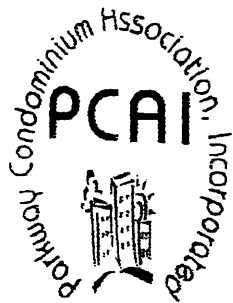
PRINT NAME

SIGN NAME

PRINT NAME

SIGN NAME

DATE



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KEY REQUEST

Date: _____

Unit #: _____

Unit Owner Name: _____

Person Making Request: _____ (PLEASE PRINT)

Telephone #: _____ (PLEASE PRINT)

Type of Key Requested: _____ (MAIN) _____ (ALTERNATE)

Keycard (\$35)* _____
 (# REQUESTED)

Laundry Room (\$25)**

New

Reactivation

Replacement

Duplicate Unit Key

(date last used): _____

(key tag #): _____

Name(s) on Keycard (Must include age if under 19):

 (PLEASE PRINT FULL NAME(S))

Total Due: _____
 (NO PERSONAL CHECKS)

 (SIGNATURE OF PERSON RECEIVING KEYS)

 (DATE)

*Only one keycard per resident may be requested.
 **Only one key per unit may be requested.

(OFFICE USE ONLY)

DATE RECEIVED: _____ PERSON ISSUING KEY: _____

TYPE OF KEY ISSUED:

New _____ (Keycard #)
 Reactivation _____ (Reason)
 Replacement _____ (Old Keycard #)

of Keys Given: _____ (Keycard) _____ (Laundry)

Payment Received: _____



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parkwaycondos@yahoo.com

MOVING FORM

(A \$100 deposit is required)

A non-refundable additional charge of \$25 is required for Saturday
No Personal Checks Accepted

Unit #: _____

Date: _____

Date of Move: _____

Name: _____

(PLEASE PRINT)

TELEPHONE #: _____

(MAIN)

(ALTERNATE)

Type of Move:

IN ___ OUT ___ APPLIANCE _____ FURNITURE _____

Type of appliance

Single Item or Complete Household

FORWARDING ADDRESS: _____

Address to forward refund

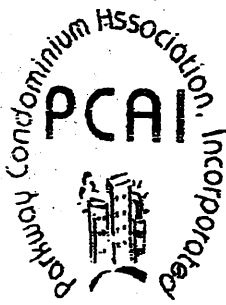
The office **MUST** be notified five (5) days in advance of your moving date as no more than one move can be scheduled at any one time, since only one elevator can be used. Move in times are as follow:

Weekday 10:00 a.m. – 4:00 p.m. (schedule a 4 hour window)

Saturday 8:30 a.m. – 8:00 p.m. (schedule a 4 hour window)

NO Moving on Sunday

START TIME: _____ END TIME: _____



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\$10 ~~CM~~

INTERCOM REQUEST

Date: _____

Unit #: _____

Unit Owner Name: _____
(PLEASE PRINT)

Person Making Request: _____
(PLEASE PRINT)

Telephone #: _____
(NUMBER TO BE PROGRAMMED) (CONTACT NUMBER)

TYPE OF REQUEST (please check one):

- New Request
- Number Change* (Previous Number Programmed)

*There is a \$10.00 fee for each request made within a six-month period.

(OFFICE USE ONLY)

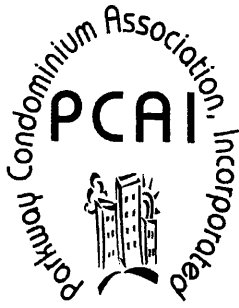
DATE PROGRAMMED: _____ PROGRAMMED BY: _____

TYPE OF REQUEST:
 New Request Number Change* (date last programmed): _____

Payment Received (if applicable) _____
No personal checks

RESIDENT NOTIFIED BY:
 Phone Email Other _____

Comments: _____



TENANTS REGISTRATION FORM

INSTRUCTIONS

1. Except where and when indicated, the *Registration Form* must be filled out completely (i.e., no fields should be left blank).
2. **Blank fields** will result in the *Registration Form* being considered **incomplete**, and will be **rejected**. If a condition is not applicable, please indicate this with "NA".
3. Please print **legibly**. Illegible entries are equivalent to blank fields and will cause the *Registration Form* to be **rejected**.
4. If a *Registration Form* is returned **without proper supporting documentation**, where applicable, it will be **rejected**.
5. **Deliberately omitting or providing false information is sufficient grounds for termination of your lease agreement and eviction.**

FOR OFFICE USE ONLY			
Date Received		Received By	
Notes			

Section 1	
UNIT NUMBER	

Section 2			
HEAD OF HOUSEHOLD	Last Name		
	First Name		
	Telephone Numbers	Home	
		Mobile	
	Employment	Are You Retired?	Yes <input type="checkbox"/> No <input type="checkbox"/>
		(If "Yes," skip the rest of the "Employment" section)	
		Company Name	
		Company Address	
		Title	
		Work Telephone	
Social Security, TIN or Driver's License Number			

Section 3			
OWNER (Title Holder) OF UNIT	Last Name		
	First Name		
	Address		
	City		
	State		
	Zip		
	Telephone Numbers	Home	
		Mobile	
		Work	

Section 4

LEASE AGREEMENT	Does PCAI have a copy of your lease agreement?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>(If "No," please submit a copy with the Registration Form)</i>		
	Date Signed		
	Expiration Date		
	Date Submitted to PCAI Office		
	Move-In Date		
Was lease arrangement obtained through the Housing Authority?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Section 5

UNIT ACCESS	Have you provided PCAI with a complete set of keys to access your unit in case of an emergency?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>(If "No," please provide a complete set of keys as soon as possible.)</i>		

Section 6

EMERGENCY CONTACT	Last Name			
	First Name			
	Relationship			
	Telephone Numbers	Home		
		Work		
		Mobile		

Section 7

RESIDENT FAMILY MEMBERS (Excluding Head of Household)	Other than the Head of Household, is there anyone else living in the Unit?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	(If "No," skip the rest of this section)				
	1	Last Name			
		First Name			
		Relationship to Hd. of Hsehd.			
		Age if 21 or Under			
	2	Last Name			
		First Name			
		Relationship to Hd. of Hsehd.			
		Age if 21 or Under			
	3	Last Name			
		First Name			
		Relationship to Hd. of Hsehd.			
		Age if 21 or Under			
	4	Last Name			
First Name					
Relationship to Hd. of Hsehd.					
Age if 21 or Under					
5	Last Name				
	First Name				
	Relationship to Hd. of Hsehd.				
	Age if 21 or Under				

Section 8

PETS	Do you keep any pets in the unit?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	(If "No," skip the rest of this section)				
	1	Type (Dog, Cat, Bird, etc)			
		Breed			
		How Many?			
		Registered with the County? (Y/N)			
		If yes, Registration Number			
	2	Type (Dog, Cat, Bird, etc)			
		Breed			
		How Many?			
		Registered with the County? (Y/N)			
		If yes, Registration Number			

Section 8

Are you responsible for any vehicles that are parked on PCAI Property?

Yes

No

(If "No," skip the rest of this section)

VEHICLES

1

Plate Number

VIN Number

Registration Expiration Date

Name on Registration

Make

Model

Year

Color

State

2

Plate Number

VIN Number

Registration Expiration Date

Name on Registration

Make

Model

Year

Color

State

3

Plate Number

VIN Number

Registration Expiration Date

Name on Registration

Make

Model

Year

Color

State

Section 9

CERTIFICATION AND AGREEMENTS

A.	I certify that the information provided on this entire <i>Registration Form</i> is true and complete, and I understand that it is subject to verification.
B.	If I fail to give true and complete answers on this <i>Registration Form</i> , I understand that certain benefits and/or services may be denied, and I may be subject to a fine.
C.	I agree to submit to PCAI, within 30 days of its occurrence, any changes to the information provided in this <i>Registration Form</i> .
D.	I agree to be bound by the Bylaws and House Rules of the PCAI Association.
E.	I understand that failure to comply with the Bylaws and House Rules of the PCAI Association, whether I (head of household) am the violator or any of my family members residing with me, will result in a fine.

Signatures

Name Signature

Date

Name Signature

Date

It is PCAI's policy to respect and protect the privacy of all owners. Any and all information provided in this Registration Form is considered "confidential" and all necessary precautions will be taken to protect it.

THE PARKWAY CONDOMINIUMS

HOUSE RULES

Revised 2/98
EFFECTIVE SEPTEMBER 22, 1994

HEREIN ARE THE HOUSE RULES FOR THE PARKWAY CONDOMINIUMS.
BE ADVISED THAT THESE RULES WILL BE STRICTLY ENFORCED.
ANYONE FOUND IN VIOLATION OF THESE HOUSE RULES WILL BE
CHARGED SEVERE FINES AND/OR PROSECUTED TO THE FULLEST
EXTENT OF THE LAW. WE ARE INSTITUTING A PARKWAY
COMMUNITY WATCH TO ENSURE THAT EVERYONE ADHERES TO
THESE RULES.

IN ADDITION EACH RESIDENT WILL BE RESPONSIBLE FOR
REPORTING ANY AND ALL INCIDENTS. THIS IS ABSOLUTELY
NECESSARY TO IMPROVE THE STANDARDS OF OUR LIVING
SURROUNDINGS, AND TO MAKE A SAFE AND COMFORTABLE
ENVIRONMENT FOR ALL RESIDENTS.

ARTICLE IX

USE RESTRICTIONS

Section 1. RESIDENTIAL USE. Except for such condominium units as may be designated in the Declaration or on the Condominium Plat for commercial or other non residential purposes, if any, and except for such temporary non-residential uses as may be permitted by the Board of Directors from time to time, all condominium units shall be used for private residential purposes exclusively. Nothing in this Section, or hereinelsewhere, shall be construed to prohibit the Declarant from the use of condominium units which the Declarant owns for promotional or display purposes, as "model apartments," a sales office or the like, or from leasing any unit or units which the Declarant owns.

Section 2. LEASING. No portion or any condominium unit (other than the entire unit) shall be leased for any period. Any owner of any condominium unit who shall lease such unit shall, promptly following the execution of any such lease, shall forward a confirmed copy thereof to the Board of Directors. All leases shall be in writing. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the condominium unit shall be subject and subordinate to the provisions of the Declaration and these By-Laws and to such other reasonable rules and regulations relating to the use of the common elements, or other "house rules" as the Board of Directors may from time to time promulgate and shall provide, further, that any failure by the tenant to comply with the provisions of such documents shall be a default under the lease. The provisions of this subsection shall not apply to any institutional first mortgagee of any condominium unit who comes into possession of the unit by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale of other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure. No condominium unit within the condominium shall be rented for transient or hotel purposes.

ADDITIONAL PROVISIONS

It is strongly suggested that the unit owners carefully screen potential renters. It is also suggested that the unit owners go to the residence of current potential tenant for a background check. Under the law, landlords will be required to register their rental homes with the County's Rental Licensing Section and pay a \$75.00 fee each time their units are inspected. Failure to do so could lead to maximum fines of \$500 and 1 to 90 days in jail for each day in violation."

Unit owners are financially responsible for rule infractions by their tenants.

(d) 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 By-Laws. All Unit owners should notify the Board for proposed alteration to their unit.

***** FINE: \$200.00 depending on the infraction.**

(e) No unlawful use shall be made of any condominium unit or any portion of the common elements and all laws, zoning and other ordinances, regulations of governmental and other municipal bodies and the like shall be observed at all times.

***** FINE: \$100.00 first violation; double for each recurring infraction.**

ALCOHOL AND DRUGS

NO RESIDENT OR GUEST SHALL APPEAR IN THE COMMON AREAS IN AN INTOXICATED STATE CREATING A NUISANCE. NO ILLEGAL DRUGS ARE PERMITTED ON THE PREMISES. THE POLICE WILL BE NOTIFIED TO RESPOND TO ANY PERSON FOUND TO BE IN VIOLATION OF THIS RULE AND WILL BE REQUESTED TO REMOVE SUCH INDIVIDUAL FROM THE PROPERTY.

****** FINE: \$200.00 first violation; double for each recurring infraction.**

AUTO REPAIR

All inoperable vehicles shall be repaired and in working condition within thirty (30) days. No dumping of oil (major oil spills), including leaking vehicles, major auto body repair work, painting, changing of motors, or extensive mechanical repair work shall be permitted on Parkway Condominium property.

BALCONIES/PATIOS

No hanging of laundry, rugs, clothing, etc. shall be allowed on balconies or patios. No trash, appliances, tires, or non-seasonal furniture shall be stored on balconies or patios. The balconies shall not be used for storage of any items other than normal patio furniture.

***** FINE: \$200.00 first violation; double for each recurring infraction.**

BARBECUE (See FIRE/BARBECUE)

BIKES

Residents shall not carry or push bikes through the lobby. The rear entrance must be used at all times. Bikes shall be confined to paved areas. Riding on the grass shall not be permitted.

***** FINE: \$100.00 PLUS DAMAGES.**

EXCESSIVE NOISE

Residents shall take appropriate measures to prevent noise disturbances. Special care shall be taken to ensure that noise is controlled between the hours of 11:00 p.m. and 8:00 a.m.

***** FINE: \$250.00 first violation; double for each recurring infraction.**

EXERCISE ROOM

No one eleven (11) of age or younger shall be permitted in the exercise room without adult supervision at any time. No items are to be removed from the exercise room. Residents are responsible for the actions of their guest until they leave the grounds. Smoking is prohibited and trash receptacles shall be used.

***** FINE: \$350.00 first violation; double for each recurring infraction.**

EXTERIOR ALTERATIONS

All residents shall take the necessary steps to conform the outer structures of their units to the guidelines issued in Section 1 of Article X. (Public Offering Statement)

***** FINE: \$300.00 depending on the infraction.**

FIRE/BARBECUE

In accordance with Prince George's County fire laws, "The use of charcoal burning, other fuel-burning or electric-cooking equipment outside of any multi-family dwelling shall be prohibited unless such cooking equipment is at least thirty (30) feet from every part of the building, including contiguous patios and balconies under the provisions set forth in Sub-title 11, Section 11-269 (a) [Fire Safety] of the Prince George's County Code. Failure to comply, upon conviction, could result in a fine of \$1,000.00 and/or six (6) months in jail." No individual units will be used for commercial cooking and/or barbecues of any type. The designated area for barbecues are on the patio.

***** FINE: \$1000.00 first violation; double for each recurring infraction.**

JUNK VEHICLES

In accordance with Section 3(g) of Article IX, no junk vehicle, inoperable, or currently unregistered vehicles shall be allowed to stay on Parkway Condominium property. If an abandoned, junk and/or currently unregistered vehicle is found on the premises, the vehicle will be so marked and thirty (30) days thereafter towed at the owner's expense.

***** FINE: \$200.00 first violation; double for each recurring infraction.**

(a) Except as herein elsewhere provided, no junk vehicle or other vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, commercial vehicle including (taxicabs), house trailer, boat or the like shall be kept upon any of the general common elements.

***** FINE \$500.00 first violation; double for each recurring infraction.**

LAUNDRY

In accordance with section 3 (a) or article IX, all washers and dryers shall be available for use during the hours of 8:00 a.m. - 10:00 p.m., Sunday through Saturday. All laundry shall be completed by 10 p.m. Laundry rooms shall be left in a clean and orderly fashion, with all lint, fabric sheets, and soap containers placed in the trash can. Be aware of the time when using facilities. Remove promptly when finished. Remember your neighbor. ANY PERSON CAUGHT STEALING i. e. (CLOTHES, DETERGENT, BLEACH ETC.) WILL BE FINED AND PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

***** FINE: \$100.00 first violation; double for each recurring infraction.**

MEETINGS

Regular meetings of the association and its Board of Directors are held in the party room of the building. Attendance at certain meetings are open to unit owners. The following rules have been prepared to assist in providing guidance for the meetings:

- (a) Proper attire required- attendees should be properly attired. Shoes and shirts are required. No bathing or bedroom clothing permitted.
- (b) Comments from the attendees may only be made when recognized by the Chair. No speaking out of turn.
- (c) No smoking in the party room.

- (d) Unruly behavior will not be permitted. Courteous behavior is expected.
- (e) Attendees may not be intoxicated or under the influence of illegal drugs.

Failure to abide by the meeting rules will result in the violator being ejected from the meeting. Repeat violations will result in a fine and the violator will be barred from attending future meetings.

*** FINE: \$200.00 first violation, \$500.00 each additional and subsequent violation.

MOVING

The moving of furniture or other large items shall not be permitted through the lobby and front doors of the building. Moving shall be restricted to the rear doors. The designated "loading" areas on Parkway lots shall be used for moving vehicles six (6) days per week between the hours of 8:00 a.m. and 10:00 p.m. The elevator closest to the door is the elevator to be used. Elevator keys may be obtained from the office requiring a \$25.00 refundable deposit. Residents shall not use both elevators while moving. The office shall be notified of your moving date as no more than one move can be scheduled at any one time, since only one elevator can be reserved.

*** FINE: \$200.00 PLUS DAMAGES.

PARKING REGULATIONS

1. Any vehicle owned and/or driven by a Parkway Condominium resident which parked on Parkway property must be registered with the Association. Unregistered vehicles illegally parked will be towed from the premises at the owner's expense. Noncompliance subjects owners to tickets, fines and/or other legal action.
2. A junk or derelict vehicle is a vehicle without current tags and/or state registration and such vehicles are unauthorized to be parked or stored on Parkway Condominium property.
3. Campers, equipment, trailers, mobile homes, boats, taxis, commercial vehicles (commercial trucks are defined as vehicles used in connection with a business or trade and/or are rated over one ton carrying capacity) are prohibited from parking on Parkway Condominium property. Any exceptions must have prior written approval of the Board.
4. Illegal parking includes:
 - A. Double or stacked parking.
 - B. Any vehicle left unattended in a fire lane.
 - C. Any vehicle occupying more than one space.

- D. Parking on ground other than pavement designated for parking.
- E. Any vehicle parking in the same space for 30 days without moving.

5. Owners who lease their unit are responsible for ensuring that their tenants and prospective tenants sign a lease addendum which will subject them to the Governing Documents and House Rules of the Condominium.

6. PARKED VEHICLES SHOULD NOT BLOCK NORMAL FLOW OF TRAFFIC, SIDEWALKS, OR OTHER PARKING SPACES.

7. Handicapped parking will be made available on Parkway property for those residents with permanent/temporary handicapped license plates. Only those cars with handicapped plates will be allowed to park in the area(s) designated for handicapped parking.

PARTY ROOM

The party room shall be reserved with the Party Room Coordinator or his/her Assistant by any unit owner or resident no later than five (5) days in advance of the day desired on a first-come-first-serve basis. Owners who are delinquent in the payment of their condominium fees shall not be permitted to rent the party room. A deposit of one hundred fifty (\$150.00) dollars is required to reserve and use the party room. The key to the party room shall be received from the Coordinator or Assistant the day the room is desired and shall be returned the very next day before 12 p.m. The party room must be cleaned by this time. The Coordinator, Assistant or Cleaning Supervisor shall inspect the room before and after the event. If all things are in order in the Coordinator or the Assistant's judgement, there will be no charge and the deposit will be refunded. **HOWEVER IF THE PARTY ROOM IS NOT RETURNED IN THE ORDER RECEIVED, HE/SHE SHALL BE FINED \$150.00 FOR MAINTENANCE AND CHARGED FOR ALL THE DAMAGES INCURRED. NO EXCEPTIONS.** Residents shall be held responsible for the actions of their guests until they have left the grounds. No pets are allowed in the party room at any time.

The party room is a common element of Parkway Condominiums. It is for the use and enjoyment of all residents of the association. The rules listed below are intended to provide information on the limitations and use of the facility.

- (a) The reserver is liable for the actions of the guests.
- (b) Do not leave food in the refrigerator.
- (c) Do not put out cigarettes on the floor.
- (d) Remove trash and arrange furniture.

- (e) The patio may be used separately from the party room if desired, however, it will not be used after 10:00 p.m.
- (f) Noise levels should not disturb residents living above or near the party room.
- (g) No colored juices-grape, orange, red punch-they stain the carpet if spilled.
- (h) No tape permitted to hang decorations.

All functions shall be contained in the party room. No setting up of stereo equipment, tables, etc. shall be allowed in the exercise room, hallways, or other parts of the building, and NO "D.J.'s" with live microphones shall be permitted. NO BANDS ARE PERMITTED.

In accordance with fire regulations, a maximum of 65 guests shall be allowed at one time. In the case of barbecues or other functions held on the party room patio, all functions shall be brought into the party room at 10:00 p.m. Clean-up of the party room patio shall be completed by 10:30 p.m. All functions in the party room shall be over at 1:30 a.m.

The party room will be monitored by the party room committee. If the police are called after said time, it will be an infraction and the party room reserver will be fined.

***** FINE: \$150.00 per infraction (in addition to cleaning cost); double per infraction.**

PETS

Those persons currently owning pets will be allowed to keep them. However, new residents, the maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon any of the common elements, shall prohibit the keeping of dogs and cats except for caged birds and fish as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding. This rule also applies to new residents. Pets shall not be permitted upon the general common elements of the condominium unless accompanied by an adult and unless accompanied by an adult and unless they are carried or leased. Any unit owner who keeps or maintains any pet upon any portion of the condominium shall be deemed to have indemnified and agreed to the Council of Unit Owners, each of the owners and the Declarant and Management Agent free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pets within the condominium. All pets shall be registered with the Board of Director and shall otherwise be registered and inoculated as required by law. The Board of Directors shall have the right to

order any person whose pet is a nuisance, to remove such pet from the premises and the Board of Directors, after affording the right to hearing to the unit owner affected, shall have the exclusive authority to declare any pet a nuisance.

***** FINE: \$400.00 first violation; double for each recurring infraction.**

SIGNS

Except for 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 except UPS, Postal Services, and personal notes 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 under such conditions as they may establish. The provisions of this subsection shall not be applicable to the institutional holder of any first mortgage which comes into possession of any condominium unit by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or other proceeding, arrangement, assignment or deed in lieu of foreclosure.

(g) Except as herein elsewhere provided, no part of the common elements shall be used for commercial activities of any character. This subsection shall not apply to the use of the common elements and of the condominium units by the Declarant for display of signs, marketing, promotional or sales purposes of individual units or as "model" condominium units.

***** FINE: \$100.00 first violation; double for each recurring infraction.**

SWIMMING POOL

All members or guests using the pool do so at their own risk and sole responsibility, and will be held responsible for all actions of their children. The Parkway Condominium Association assumes no responsibility for any accident or injury in connection with such use and will not be responsible for any loss, damage, or personal property of any kind.

A qualified pool attendant shall be in charge of the pool. All persons entering the pool area shall be required to register with the attendant and present a bonafide pool pass for entry, to be returned upon leaving. Any person shall be barred from the pool area at the discretion of the attendant in charge, for any reason which, in the judgement of the attendant and/or the Board of Directors, constitutes a hazard to such person or other persons. The attendant shall be responsible for the strict enforcement of the pool's rules and regulation, and has authorization to temporarily deprive any resident or guest access to the pool area. All such denials shall be investigated by the Board to determine

whether they are to be of a temporary or permanent nature. A maximum of two (2) guests at a time shall be allowed per unit. All guest shall be accompanied by a resident for entry. Residents and members of their households shall be held responsible for the actions of their guests. No pets shall be allowed in the pool area. Parents are requested to instruct and caution their children to observe all Swimming Pools Rules and to obey the directives and requirements of the Pool Attendant and Board. Owners who are not current in their condominium fees shall have their privileges revoked; i, e., those owners who names appear on the published monthly delinquency list.

ASSESSMENTS SHALL BE MAKE FOR THE FULL AMOUNT OF ANY DAMAGES, PLUS EXPENSES (IF ANY,) WHICH OCCUR.

***** FINE: \$200.00 first violation; double for each recurring infraction.**

STORAGE ROOM

All units will have an assigned storage bin in a designated storage area of the building. It is the responsibility of each unit resident to lock his/her area at all times. Neither the Board of Directors nor the Management Company will be responsible for personal possessions in this area. It is to be used at the sole risk and responsibility of unit residents. No storage of hazardous or fire-producing items will be permitted. Any items not stored in a properly marked cubicle will be disposed of. Keys to the storage room may be obtained from the office between the hours of 9 - 5 p.m. during the week.

TRASH

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 containers or chutes designated for such purpose. No trash or garbage containers shall be deposited, kept, or stored on any common element. No one will be permitted to drag trash down the hallway to the chute or the elevator. It must be carried so that no stains are left on floor leaving a trail.

***** FINE: \$350.00 first violation; double for each recurring infraction.**

WASHING CARS

In accordance with Section 3(a) of Article IX, no loud music, dumping of ash trays on the ground or trash cans shall be permitted on Parkway Condominium property. Washing, waxing, or vacuuming of cars shall not be allowed in the front driveway at any time.

***** FINE: \$50.00 first violation; double for each recurring infraction.**

OTHER

No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any condominium unit or any of the common elements except with consent of the Board of Directors.

*** FINE: \$200.00 first violation; double for each recurring.

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 of Unit Owners or the Management Agent nor shall any member direct, supervise or in any manner attempt to assert control over any such employee.

*** FINE: \$150.00 first violation; double for each recurring infraction.

UNIT OWNER RESPONSIBILITIES

REMEMBER THIS IS A CONDOMINIUM. THIS IS YOUR HOME. THESE ARE NOT RENTAL UNITS THEREFORE IT IS NOT RUN THE IN THE SAME MANNER.

IF THERE IS EXCESS NOISE PLEASE CHECK WITH TENANT/OWNER BEFORE CONTACTING THE OFFICE. IF YOU HAVE A LEAK IN YOUR UNIT, FIRST CONTACT THE UNIT ABOVE YOU TO SEE IF THAT UNIT HAS A LEAK SO THAT YOU MAY SETTLE THE PROBLEM AMONGST YOURSELVES. IF YOU CANNOT SETTLE YOUR PROBLEM OR ANY OTHER DIFFERENCES THEN CONTACT THE OFFICE AND THE BOARD WILL STEP IN.

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 By-Laws authorized to adopt them and promulgate such rules.

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.

After a decision, if an application assessment value is determined, the Chairperson shall file a letter with the management company and the Board President, notifying them of the decision and documenting the date the decision was reached. The Board will then assess the appropriate Unit Owner for the amount due the Association. Failure to pay this assessment will result in a lien being placed on the property and, if need be, foreclosure actions.

APPEAL TO THE BOARD

The Board of Directors shall consider an appeal of the Grievance Committee decision. If an appeal is desired, the owner shall request that at the next Board of Directors meeting, this issue be placed on the agenda. The request for appeal must be received with two weeks of the Committee's decision. It is recommended that the owner use return receipt mail to document this letter. All request should be sent to:

Parkway Condominiums
Board of Directors
Attn: Vice President

All evidence presented at the Committee review shall be presented to the Board. The Board can then, by a majority vote, uphold or overturn the Committee decision. Also, the Board can, at its option, reduce or increase the charges assessed.

In the case where the Board member is a complainant, witness violator, he or she shall be disqualified from all proceedings. If, because of this, the vote results in a tie, the original decision of the Grievance Committee shall stand.

COLLECTION OF ASSESSMENT

All fees and costs assessed a home owner are due the first day of the month following the full month after a decision. For instance, a decision is rendered April 15, the next full month is May; there, any assessment is due June 1. If not paid, the fine will double.

HEARING PROCEDURES

INTRODUCTION

As part of the duties bestowed upon it in the Associations's By-Laws, the Board of Directors is responsible for enforcing the By-Laws through legal means. In order to accomplish this, the Board has taken several steps to make the laws more enforceable. First, it has adopted house rules which supplement, clarify, or strengthen the By-Laws. It has determined fees which will be assessed to each Unit Owner found in violation. In the case of repeated violations of the same law, the fine will double. For the protection of owners, it has instituted a review proceeding to ensure that each owner is permitted due process. Requests for exemptions should be submitted to the Board for review. The purpose of this attachment is to describe the review proceedings.

PROCEDURES

VALIDATION OF NUISANCE

Before any action is taken by the Board, the Grievance Committee (referred to in Article IX as the Ad Hoc Committee) or the management company, the complaint must be received in writing and must be signed. This complaint should be sent to:

Board of Directors
Parkway Condominiums
6011 Emerson Street,
Bladensburg, Maryland 20710

Once a signed complaint is received by Parkway, a letter will be sent to the violator from Parkway. A copy of this letter will be placed in the Unit files and a copy sent to the Grievance Committee Chairperson.

If the violator does not subside after this initial letter, the complainant may contact Parkway request that other residents be surveyed to determine if additional complaints exist. If there are no other complaints, it is suggested that the complainant use at least two other residents as witnesses to validate the nuisance. In this instance, the complainant should send a second letter which has attached the affirmations from the two witnesses that in their opinion, there is a problem.



PCAI BUDGET

FY 2020

Document Date:
11/15/2019

Monthly Equivalent	Annual
Jan-20	TOTAL

1	INCOME		
2	OPERATING INCOME		
3	Condo Fees	\$44,240	\$530,876
4	Late Fees	\$225	\$2,700
5	Total OPERATING INCOME	\$44,465	\$533,576
6			
7	OTHER INCOME		
8	Rental Income	\$1,000	\$12,000
9			
10	Roof-Top	\$967	\$11,606
11	ATT	\$967	\$11,606
12			
13	Laundry - Profit Sharing	\$850	\$10,200
14	Delinquent Debt Collection	\$50	\$600
15	Condominium Resale Documents	\$38	\$450
16	Total OTHER INCOME	\$1,993	\$22,856
17			
18	TOTAL INCOME	\$47,458	\$568,432

19	EXPENSES		
20	OPERATING EXPENSES		
21	Admin. (Office) Expenses	\$1,304	\$15,633
22	Administrative Services	\$125	\$1,500
23	Property Management System (Buildium)	\$125	\$1,500
24	Postage	\$25	\$300
25	Printing Services	\$25	\$300
26	Supplies	\$111	\$1,333
27	Telecommunications	\$1,018	\$12,200
28	Answering Service	\$100	\$1,200
29	Cellular	\$185	\$2,200
30	Intercom	\$133	\$1,600
31	Land Line + Fios Internet	\$600	\$7,200
32	Bldg. Maint. & Repairs	\$3,256	\$39,070
33	Doors & Windows	\$63	\$750
34	Electrical System	\$400	\$4,800
35	Fuse Box	\$400	\$4,800
36	Elevators (both)	\$1,500	\$18,000
37	Annual Inspection	\$50	\$600
38	Annual (Required 3rd Party) Inspection	\$33	\$400
39	Certification	\$13	\$150
40	Emergency Telephone Line	\$60	\$720
41	Load Test	\$83	\$1,000
42	Maintenance - Routine	\$600	\$7,200
43	Equipment	\$150	\$1,800
44	Snow Blower	\$150	\$1,800
45	Fire Protection	\$108	\$1,300
46	Fire Extinguisher Recharging Service	\$58	\$700
47	Sprinkler System	\$50	\$600
48	Annual Inspection	\$50	\$600
49	Groundskeeping/Landscaping/Lawn Maint.	\$25	\$300



PCAI BUDGET

FY 2020

Document Date:
11/15/2019

		Monthly Equivalent	Annual
		Jan-20	TOTAL
57	HVAC	\$75	\$900
58	Maintenance & Supplies	\$75	\$900
59	Key Cards & Locks	\$35	\$420
60	Painting/Drywall	\$42	\$500
61	Pest Control	\$500	\$6,000
62	Plumbing	\$42	\$500
64	Snow & Ice Removal	\$167	\$2,000
65	Material	\$83	\$1,000
66	Removal Services	\$83	\$1,000
67	Supplies	\$108	\$1,300
68	Cleaning	\$83	\$1,000
69	Lighting	\$17	\$200
70	Tools	\$8	\$100
71	Surveillance System	\$42	\$500
72	Maintenance/Troubleshooting	\$42	\$500
73	Payroll E	\$8,018	\$96,216
74	Wages	\$6,917	\$83,000
75	Taxes & Other Related Fees (est: 10% of total wages)	\$692	\$8,300
76	Unemployment Insurance (est: 2% of total wages)	\$138	\$1,660
77	Workmen's Compensation	\$238	\$2,856
78	Year-End Bonus	\$33	\$400
79	Utilities	\$18,625	\$223,504
80	Electricity	\$7,125	\$85,504
81	External Lights	\$42	\$504
82	Internal Consumption	\$7,083	\$85,000
83	Gas	\$4,000	\$48,000
84	Water	\$7,500	\$90,000
85	Total OPERATING EXPENSES	\$31,204	\$374,423
86			
87	OTHER EXPENSES		
88	Anticipated Unpaid Assessments	\$5,592	\$67,103
89	Bank Charges	\$6	\$72
91	Miscellaneous	\$6	\$72
92	Insurance	\$2,217	\$26,600
93	Liability/Fidelity Bond	\$1,800	\$21,600
94	Deductible	\$417	\$5,000
95	Meeting Expenses	\$42	\$500
96	Professional Services	\$450	\$5,400
97	Accountant	\$100	\$1,200
98	Bookkeeper	\$100	\$1,200
99	Attorney Service, Legal Counsel	\$250	\$3,000
100	Collections	\$225	\$2,700
101	Legal Fees	\$25	\$300
102	Property Taxes (Unit #115)	\$52	\$625
103	Rental Expenses	\$131	\$1,575
104	Rental Permits	\$44	\$525
106	Smoke Detectors	\$88	\$1,050
107	Travel, Transp. & Related (\$0.55/mile)	\$25	\$300
108	Contingency Fund (2.5% of Operating Expenses)	\$780	\$9,179
109	Reserve Fund Contribution (1% of Total Income)	\$475	\$5,663

5678 800 EXHIBIT B

BY-LAWS

COUNCIL OF UNIT OWNERS OF
COUNTRY CLUB TOWERS CONDOMINIUM, INCORPORATED

ARTICLE I

Name and Location

Section 1. Name and Location. The name of the Council of Unit Owners is as follows:
Country Club Towers Condominium, Incorporated

Its principal office and mailing address is as follows:

6011 Emerson Street
Bladensburg, Maryland 20710

ARTICLE II

Definitions

Section 1. Declaration. "Declaration", as used herein, means that certain Declaration made the 25th day of April, 1983, by the Declarant therein identified, pursuant to Title 11, Real Property Article, Annotated Code of Maryland, 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 Prince Georges County, Maryland, immediately prior hereto and to which the By-Laws 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 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 By-Laws, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in these By-Laws, 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, mortgage companies, Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Home Loan Mortgage Corporation (FHLMC), all corporations and any agency or department of the United States Government or of any state or municipal government.

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 Title 11, Real Property Article, Annotated Code of Maryland 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.

LAW OFFICES
WILEY & BRIDGEMAN
1 MURKIN ROAD COURT
JACKSONVILLE, MO. 64502
701-1500

Meetings of Unit Owners

Section 1. Place of Meeting. Meetings of the unit owners shall be held at the principal office of the Board 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 fifty-one percent (51%) of the condominium units in the project have been sold and title to the same has been conveyed by the Declarant or within six (6) months following the recordation of the Declaration, whichever shall first occur. Hereafter, the annual meetings of the unit owners shall be held on the second Monday of January 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 By-Laws. 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 representing at least twenty percent (20%) of the total votes of the unit owners having been presented to the Secretary; 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 for. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as 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, at least fifteen (15) but not more than thirty (30) days prior to such meeting. Notice by other such methods 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 be 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 thirty-three percent (33%) of the total votes of the Council of Unit Owners shall be requisite 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 a quorum has not attended, 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 as provided in Section 5, above.

Section 8. Voting. At every meeting of the unit owners, each of the unit owners shall have the right to cast one vote on each question. The votes of the unit owners representing fifty-one percent (51%) of the votes of the unit owners present and voting, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Condominium Act, or of the Articles of Incorporation of the Council of Unit Owners, or of the Declaration or of these By-Laws, 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 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 be counted as provided by the Corporations and Associations Article, §23508 (c) Annotated Code of Maryland, in the event any condominium is owned by a corporation, then the vote appurtenant to such condominium 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 Council of Unit Owners or prior to the meeting. Any such certificate shall remain in full force and effect until revoked or superseded in writing. The vote appurtenant to any condominium unit which is held by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and 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 the Council of Unit Owners has recorded a Statement of Condominium Lien as provided by Article VIII, See 5 herof.

Section 9. Proxies. A unit owner may appoint any person as his proxy. In no case may any person cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors 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 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 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 discussion at any such meeting of the unit owners and may, upon his request made to the Chairman in advance of the meeting, address the meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the unit owners upon request made in writing to the Secretary.

Section 11. Order of Business. The order of business at all annual meetings of the unit owners of the Council of Unit Owners shall be as follows:

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

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

Section 12. Rules of Order and Procedure. The rules of order and all other matters of procedure at all annual and special meetings of the unit owners shall be determined by the Chairman of such meeting.

Section 13. Inspectors of Election. The Board of Directors may, in advance of any annual or special meeting of the unit owners, appoint an uneven number of one or more inspectors of election to act at the meeting and at any adjournment thereof. In the event inspectors are not so appointed, the Chairman of any annual or special meeting of unit owners shall appoint such inspectors of election. No officer or director of the Council of Unit Owners, and no candidate for Director of the Council of Unit Owners, shall act as an inspector of election at any meeting of the unit owners if one of the purposes of such meeting is to elect Directors.

ARTICLE V

Directors

Section 1. Number and Qualification. The affairs of the Council of Unit Owners shall be governed by a Board of Directors composed of an uneven number of at least three (3) natural persons and not more than seven (7) natural persons, a majority of whom (after eighty percent (80%) of the condominium units have been sold and title thereto transferred of record) shall be unit owners. Prior to the first annual meeting of unit owners, the number of Directors shall be determined, from time to time, by a vote of the unit owners of the first annual meeting and the number of Directors may be changed by a vote of the unit owners at any subsequent annual or special meeting of the unit owners; provided, however, that the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director.

Section 2. Initial Directors. The initial Directors shall be selected by the Declarant and need not be unit owners. The names of the Directors who shall act as such from the date upon which the Declaration is recorded among the Land Records for Montgomery County, Maryland, until the first annual meeting of the unit owners are as set forth in the Articles of Incorporation of the Council of Unit Owners.

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 By-Laws 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:

To provide for the

- (a) 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 By-Laws and the Declaration; and
- (b) establishment, collection, use and expenditure of assessments and carrying charges from the unit owners and for the assessment, the filing and enforcement of Statement of Condominium Liens therefore; in a manner consistent with law and the provisions of these By-Laws and the Declaration; and
- (c) designation, hiring and dismissal of the personnel necessary for the good working order of the condominium and for the provisions of these By-Laws and the Declaration; and
- (d) promulgation and enforcement of 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 and as are designated to prevent unreasonable interference with the use and occupancy of the condominium and 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 By-Laws and the Declaration; and
- (e) authorization, in their discretion, of the payment of patronage 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; and
- (g) to purchase insurance upon the condominium in the manner provided for in these By-Laws; and
- (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 By-Laws and to otherwise improve the condominium; and
- (i) to lease, 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 By-Laws and the Declaration;
- (k) to appoint the members of the Architectural and Environmental Control Committee described in Article X hereof, once to appoint members of such other Committees as the Board of Directors may from time to time designate.

Section 4. Management Agent. The Board of Directors shall 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, in addition, 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. At the first annual meeting of the unit owners, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the other Director or Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of members, or at any subsequent annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by 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 hereinafter provided for 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. 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 within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary. In the newly elected Directors in order legally to exist until 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 on 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 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.

LAW OFFICES
WILES & BUCKENBROOK
1 HUNTERDOND COURT
LOCKVILLE, MD. 20858
(301) 741-1600

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. The absence of the majority of the Directors present at any meeting at which a quorum is present shall not prevent the Board of Directors, if at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such 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 in such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Rights of Mortgagees and Federal Housing Commissioners. Any institutional mortgagee of any condominium unit in the condominium who desires notice of the regular and special meetings of the Board of Directors 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 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 regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner and subject to the same requirements and limitations, as are otherwise provided in the Article for notice to the members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting, address the members of the Board of Directors and may, upon his request made to the Chairman in advance of the meeting, address the members of the Board of Directors present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 16. Fidelity Bonds. The Board of Directors shall require that all officers, Directors and employees of the Council of Unit Owners regularly handling or otherwise responsible for the funds of the Council of Unit Owners shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty in accordance with the requirements of Article XI of these By Laws. The premiums on such bonds or insurance shall be paid by the Council of Unit Owners.

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 organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or 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 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 moneys 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 then Board of Directors of the Council of Unit Owners) in 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 subject to the provisions of the Corporations and Associations Article, § 2-418, Annotated Code of Md. (1981 Cum. Supp.)

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 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 purpose, if any of the conditions specified in any of the following subparagraphs exist:

- (a) the fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board of Directors authorizes, approves, or ratifies such contract or transaction in good faith by a vote of disinterested directors sufficient for the purpose; or
- (b) the fact of the common directorate or interest is disclosed or known to the unit owners, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote of disinterested members sufficient for the purpose; or
- (c) the contract or transaction is fair and 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 (or Common Expenses)
"Condominium Fees"

Section 1. Pro-Assessment Charges; Declarant's Liability. From and after the date of recording of the Declaration, the Declarant shall be responsible for all operating expenses and reserve contributions for the Condominium until the 15th day of July 1983 and the Declarant does hereby covenant and agree to pay all such expenses and reserve contributions. In consideration of its covenants aforesaid, Declarant has contracted with each unit owner that each such unit owner shall pay unto Declarant such month a sum equal to one-twelfth of each unit's share of the annual budget promulgated in the Public Offering Statement, filed with the Office of the Secretary of the State of Maryland:

Section 2. Annual Assessments and Carrying Charges. From and after July 15, 1983, and the adoption of assessments by the Board of Directors, each unit owner shall pay to the Council of Unit Owners, in advance, a monthly sum (hereinafter sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12) of the unit owner's proportionate share (defined 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
- (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 both the Board of Directors and the unit owners representing at least fifty-one percent (51%) of the total votes of the unit owners, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided.

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 commencement of such period 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 or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of any condominium unit belonging to him, or by declining services.

Section 3. 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 to meet its annual expenses 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 during normal business hours.

Section 4. Special Assessments. In addition to the regular assessments authorized by this Article, the Council of Unit Owners 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, provided, however, that any such special assessment shall have the assent of the unit owners representing a three (3) per cent of the total votes of the Council of Unit Owners. A special meeting of the Council of Unit Owners shall be duly called for this purpose.

Section 5. Reserve for Replacements and General Operating Reserves.
 (a) The Council of Unit Owners shall establish and maintain a reserve fund for replacement by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Federal Housing Commissioner, or if no such amount is designated by the Federal Housing Commissioner, by the Board of Directors. The reserve for replacements may be extended only for the purpose of effecting the replacement of the common elements and equipment of the condominium, for start-up costs and operating contingencies of a non-recurring nature and for such other purposes as may be agreed to in writing by the Federal Housing Commissioner. Disbursements from the reserve for replacements may be made only after receiving the consent in writing of the Federal Housing Commissioner.

(b) The Council of Unit Owners shall establish and maintain a general operating reserve by the allocation and payment monthly to such general operating reserve fund of an amount equivalent to not less than three percent (3%) of the monthly assessments chargeable to the unit owners in the condominium pursuant to the provisions of these By-Laws. Upon the accrual in said general operating reserve account of an amount equal to fifteen percent (15%) of the current annual amount of assessments chargeable to the unit owner in the condominium pursuant to the provisions of these By-Laws, the rate of such monthly allocations may, by appropriate resolution of the Board of Directors, be reduced to two percent (2%) provided, however, that in the event withdrawals from such general operating reserve account reduce the amount below such fifteen percent (15%) amount, then the rate of such monthly deposits shall immediately be restored to three percent (3%). Thereafter, upon accrual in the general operating reserve account of an amount equal to twenty-five percent (25%) of the current annual amount of assessments chargeable to the unit owners in the condominium pursuant to the provisions of these By-Laws such monthly deposits may, by appropriate resolution of the Board of Directors, be discontinued and no further deposits need be made into such general operating reserve account so long as said twenty-five percent (25%) level is maintained; provided, however, that in the event withdrawals from such general operating reserve account reduce the amount below said twenty-five (25%) percent, then at the rate of such monthly deposit shall immediately be restored to three percent (3%) until the twenty-five percent level is restored. The general operating reserve is intended to provide a measure of financial stability for the condominium and may be used to meet deficiencies from time to time for other contingencies. Disbursements totaling in excess of twenty percent (20%) of the total balance in the general operating reserve as of the close of the preceding annual period may not be made during any annual period without the consent in writing of the Federal Housing Commissioner.

Allocations to all reserve funds shall be conclusively deemed to be common expenses. Such reserve funds shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

The proportionate interest of any unit owner in any reserve accounts established by the Council of Unit Owners shall be considered an appurtenance of his condominium unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the condominium unit to which it appertains and shall be deemed to be transferred with such condominium unit.

Section 6. Non-Payment of Assessments - Statement of Condominium Lien. Any assessment levied pursuant to the Declaration or these By-Laws, and any installment thereof, which is not paid on the date when due shall be delinquent and shall entitle the 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 the jurisdiction where the Declaration was originally recorded, stating the description of the condominium unit and the name of the unit owner, of record, the amount due and the period for which the assessment is due. Any such Statement of Condominium Lien shall be in substantially the following form or as may otherwise be required by the Condominium Act, and may be for accelerated payments as provided in Section 9 of this Article.

STATEMENT OF CONDOMINIUM LIEN

This is to certify that
 owners(s) of Unit No. _____ Country Club Towers Condominium, is/are
 indebted to the Council of Unit Owners in the amount of \$ _____ as of
 19____ for his/their proportionate share of the common expenses of the condomi-
 num for the period from _____ to _____ plus interest thereon
 at the rate of eight percent (8%) per annum, costs of collection and reasonable
 attorney's fees.

**COUNCIL OF UNIT OWNERS OF
 COUNTRY CLUB TOWERS CONDOMINIUM**

By: _____
 Officer's Title (or Agent)
 Address _____
 Telephone _____

LAW OFFICES
 15 & STOCKHOLM
 HUNTERDON COUNTY
 11 HILL TOP, LENOX
 N.J. 07030

I HEREBY AFFIRM under penalties of perjury that the information contained in the foregoing Statement of Condominium Lien is true and correct to the best of my knowledge, information and belief.

Officer for Agents

The Statement of Condominium Lien shall be signed and verified as required in the Condominium Act by any officer of the Council of Unit Owners, or by the Management Agent or any duly authorized representative thereof, or by any agent, attorney or other person duly authorized by the Board of Directors of the Council of Unit Owners for such purposes.

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 nonpayment of any assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, may be maintained without foreclosure or winning the lien established by the Statement of Condominium Lien to secure payment of such assessment. Prompt 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 By-Laws, 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 charges" subject to the limitations of § 11-110(e)(2) of the Act 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 and 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 then permitted by law, actual costs of collection, and reasonably attorney's fees as provided in the Act shall be added to the amount of each assessment. Suit for delinquency following foreclosure 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.

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 7. 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 or amount 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 encumbrance.

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16 & STOCKHOLM ST
ANNE ARDOR COURT
JAYVILLE, MD. 22099
13011 141-1900

The lien established by the recording of a Declaration 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 in 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 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 recording 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 effect the rights of the holder of any such deed of trust, mortgage or other encumbrance recorded prior to the recording of such amendment unless the holder of such deed of trust, mortgage or other encumbrance shall join in the execution of such amendment.

Section 8. Additional Rights of Mortgagees - Notice. The Council of Unit Owners shall promptly notify the holder of the first mortgage on any condominium unit for which any assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Council of Unit Owners shall promptly notify the holder of the first mortgage on any condominium unit with respect to which any default in any provision of the Declaration or these By-Laws remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the priority established by this Article, the validity of any assessment levied pursuant to the Declaration or these By-Laws or the validity of any lien to secure the same.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws except after ten (10) days' written notice to the holder of the first mortgage on the condominium unit which is the subject matter of such suit or proceeding.

Section 9. 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 By-Laws, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full, after 15 days' notice of intention to accelerate as provided in § 41-110(e)(3) of the Act.

Section 10. 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 By-Laws (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 such assessment, i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any installment of any assessment therein stated to have been paid. A charge not to exceed Twenty Dollars (\$20.00) 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.

Use Restrictions

Section 1. Residential Use. Except for such condominium units as may be designated in the Declaration or in the Condominium Plan for commercial or other non residential purposes, if any, and except for such temporary non residential uses as may be permitted by the Board of Directors from time to time, all condominium units shall be used for private residential purposes exclusively. Nothing in this Section, or hereinafter, shall be construed to prohibit the Declarant from the use of any condominium units which the Declarant owns for promotional or display purposes, as "model apartments", a sales office or the like, or from leasing any unit or units which the Declarant owns.

Section 2. Leasing. No portion of any condominium unit (other than the entire unit) shall be leased for any period. Any owner of any condominium unit who shall lease such unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. All leases shall be in writing. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the condominium unit shall be subject and subordinate to the provisions of the Declaration and these By-Laws and to such other reasonable rules and regulations relating to the use of the common elements, or other "house rules", as the Board of Directors may from time to time promulgate and shall provide, further, that any failure by the tenant to comply with the provisions of such documents shall be a default under the lease. The provisions of this subsection shall not apply to any institutional first mortgage of any condominium unit who comes into possession of the 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 as a result of any proceedings, arrangement, assignment, or deed in lieu of foreclosure. No condominium unit within the condominium shall be rented for transient or hotel purposes or, without the consent of the Board of Directors, for any period less than six (6) months.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Declarant and its agents in connection with the construction of the condominium, and 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 noxious or offensive trade or 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.

(b) 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.

(c) 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.

(d) 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 By-Laws.

(e) the maintenance, keeping, breeding, guarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon any of the common elements, except that this shall not prohibit the keeping of one (1) dog weighing twenty (20) pounds or less, cat or caged birds or domestic pets provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the general common elements of the condominium unless accompanied by an adult and unless they are caged or leashed. Any unit owner who keeps or maintains any pet upon any portion of the condominium shall be deemed to have indemnified and agreed to hold the Council of Unit Owners, each of the unit owners and the Declarant and Management Agent free and harmless from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the condominium. All pets shall be registered with the Board of Directors and shall otherwise be regulated and controlled as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises and the Board of Directors, after affording the right to a hearing to the unit owner affected, shall have the exclusive authority to declare any pet a nuisance.

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(f) except for 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 under such conditions as they may establish. The provisions of this subsection shall not be applicable to the institutional holder of any first mortgage which comes into possession of any condominium unit by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or other proceeding, arrangement, assignment or deed in lieu of foreclosure.

(g) except as herein elsewhere provided, no junk vehicle or other 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.

(h) except as herein elsewhere provided, no part of the common elements shall be used for commercial activities of any character. This subsection shall not apply to the use of the common elements and of the condominium units by the Declarant for display, marketing, promotional or sales purposes or as "model" condominium units.

(i) 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 containers or chutes designated for such purpose. No trash or garbage containers shall be deposited, kept or stored on any common element.

(j) no outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any condominium unit or any of the common elements.

(k) no cooking or preparation of food shall be permitted upon any portion of the general common elements of the project, except with the consent of the Board of Directors.

(l) no unlawful use shall be made of any condominium unit or any portion of the common elements and all laws, zoning and other ordinances, regulations of governmental and other municipal bodies and the like shall be observed at all times.

(m) 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 of Unit Owners or the Management Agent nor shall any member direct, supervise or in any manner attempt to assert control over any such employee.

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

Section 4. 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

Architectural Control

Section 1. Architectural and Environmental Control Committee. Except for the construction of the condominium by the Declarant or its agents and any improvements to any condominium unit or to the common elements accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair or as otherwise in the Condominium Act or those By-Laws provided, it shall be prohibited for any unit owner to install, erect, attach, apply, fasten, hinge, screw, nail, build, alter, remove or construct any lighting, lamps, screens, awnings, decorations, aerials, antennas, radio or television broadcasting or receiving devices, balconies, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any condominium unit or upon any of the common elements within the project or to combine or otherwise join two or more condominium units, or to partition the same after combination, or to remove or alter any window or exterior doors of any condominium unit, or to make any change or alteration within any condominium unit which will

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11011 767-1400

alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other unit owner, materially increase the cost of operation or insuring the condominium or impair any easement, until the complete plans and specifications, showing the location, nature, shape, character (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the condominium, by the Board of Directors of the Council of Unit Owners, or by an Architectural and Environmental Control Committee designated by the Board of Directors.

Section 2. Architectural and Environmental Control Committee - Operation. The Architectural and Environmental Control Committee shall be composed of any uneven number of three (3) or more natural persons designated from time to time by the Board of Directors of the Council of Unit Owners, and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural and Environmental Control Committee, then the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in the Article.

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

Any unit owner aggrieved by a decision of the Committee may appeal the same to the Board of Directors by giving notice in writing to the Committee and the Board of Directors within ten (10) days of the rendering of such decision. The Board of Directors shall, within thirty (30) days after receipt of such notice of appeal, convene a meeting and consider all evidence presented to the Committee and may affirm, reverse or remand the decision of the Committee.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural and Environmental Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural and Environmental Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided); and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural and Environmental Control Committee shall specify in its approval. In the event construction is not commenced with the period aforesaid, the approval of the plans and specifications by the Architectural and Environmental Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural and Environmental Control Committee, approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural and Environmental Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

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

Section 6. Rules and Regulations, etc. The Architectural and Environmental Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, or other related matters, as it may consider necessary or appropriate. No such rules, regulations, statements,

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criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of these By-Laws. The Architectural and Environmental Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural and Environmental Control Committee shall be final except that any unit owner who is aggrieved by any action or forbearance from action by the Architectural and Environmental Control Committee may appeal the decision to the Board of Directors of the Council of Unit Owners and upon the request of such unit owner shall be entitled to a hearing before the Board of Directors.

Section 7. Violations of Rules, Regulations and By-Laws. The Board of Directors may impose monetary fines for the violation of rules, regulations or these By-Laws in accordance with the procedures required by § 11-143 of the Act.

Section 8. Additions, Alterations or Improvements by Board of Directors. Except in cases of bona fide emergencies involving manifest danger to life, safety or property, or the interruption of essential services to the condominium, whenever in the judgment of the Board of Directors the common elements of the condominium shall require additions, alterations or improvements requiring the expenditure of funds of the Council of Unit Owners in excess of Fifty Thousand Dollars (\$50,000.00), such additions, alterations or improvements shall not be made until a majority of the total votes of the Council of Unit Owners at a meeting of the unit owners duly called for such purpose; and (b) the institutional holder of any mortgage or other obligations secured by any condominium unit or units in the aggregate principal sum of more than \$50,000.00, whose approval shall be in writing.

ARTICLE XI

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, or "Increased Cost of Construction Endorsement" or its equivalent, a "Condominium Replacement Cost Endorsement" or its equivalent, and a "Contingent Liability from Cancellation of Building Laws Endorsement" or its equivalent, without deduction or allowance for depreciation, as determined annually by the Board of Directors with 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 demotion, 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.

(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 a 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.

(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 Section 16 of Article V of these By-Laws, 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:

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- (i) all such fidelity bonds and policies of insurance shall name the Council of Unit Owners as obligor 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 non-payment 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;
- (v) any insurance required to be maintained by the Act.

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 units, 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 hereinafter 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, invitees 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 in which the Council of Unit Owners may be a party, these By-Laws 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 of any condominium unit and their respective agent, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.
- (h) all policies of casualty insurance shall contain the standard mortgagee clause except that any loss or losses payable to named mortgagees shall be payable in the manner set forth in Article XII of these By-Laws. Such mortgagee clause shall provide for notice in writing to the mortgagee of any loss paid as aforesaid.
- (i) in the event of conflict between the provisions hereof concerning insurance and the Act, the provisions of the Act shall be deemed to control.

Section 3. Individual Policies - Recommendation of Declarant - Notice to Board of Directors. The owner of any condominium unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "Condominium Unit Owner's Endorsement" or its equivalent, for improvements and betterments to the condominium unit made or acquired at the expense of the owner) at

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

The owner of any condominium unit shall notify the Board of Directors in writing of any and all improvements and betterments made to the condominium unit at the expense of such unit owner, the value of which is in excess of One Thousand Dollars (\$1,000.00).

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

Section 5. Copies of Policies. Copies of all insurance policies obtained by the Board of Directors shall be maintained by the Management Agent and shall be reasonably available for inspection by Unit Owners.

ARTICLE XII

Casualty Damage - Reconstruction or Repair

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

- (a) **Repair or reconstruction.**
 - (1) Any portion of the condominium damaged or destroyed shall be repaired or replaced promptly by the council of unit owners unless:
 - (i) The condominium is terminated;
 - (ii) Repair or replacement would be illegal under any State or local health or safety statute or ordinance; or
 - (iii) 80 percent of the unit owners, including every owner of a unit or assigned limited common element which will not be rebuilt, vote not to rebuild.
 - (2) The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense.
 - (3) If the entire condominium is not repaired or replaced:
 - (i) The insurance proceeds attributable to the damaged common elements shall be used to restore the damaged area to a condition compatible with the remainder of the condominium;
 - (ii) The insurance proceeds attributable to units and limited common elements which are not rebuilt shall be distributed to the owners of those units and the owners of the units to which those limited common elements were assigned; and
 - (iii) The remainder of the proceeds shall be distributed to all the unit owners in proportion to their common element interest.
 - (4) If the unit owners vote not to rebuild any unit, that unit's entire common element interest, votes in the council of unit owners, and common expense liability are automatically reallocated upon the vote and the unit had been condemned under § 11-112, and the council of unit owners promptly shall prepare, execute, and record an amendment to the declaration reflecting the reallocations. Notwithstanding the provisions of this subsection, § 11-123 governs the distribution of insurance proceeds if the condominium is terminated.

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Section 2. Insurance Trustee. In the event the cost of reconstruction or repair (as estimated by the Board of Directors) shall exceed an amount equal in 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 Section 1(a) of Article XI of these By-Laws 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 \$600,000 (in 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 wherein the condominium is located, and having a construction loan department, through which such trust fund shall be administered, selected by the Board of Directors of the Council of Unit Owners, 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 from the architect to the effect that (i) all work then completed has been performed in accordance with the plans and specifications and all building codes or similar government requirements; and (ii) the amount requested to be advanced is required to reimburse the Council of Unit Owners for payments previously made by the Council of Unit Owners or is due to the contractor responsible for the restoration or repair, or to subcontractors, materialmen, laborers, engineers, architects or to other persons responsible for services or materials in connection with such restoration or repair, or for fees or the like necessarily incurred in connection with the same; and (iii) when added to amounts previously advanced by the Insurance Trustee, the amount requested to be advanced does not unreasonably exceed the value of the work done and materials delivered to the date of such request; and (iv) funds remaining available to the Insurance Trustee for the purpose are sufficient to complete the reconstruction or repair.

(d) each request for an advance of the proceeds of insurance shall, if required by the mortgagee, be accompanied by satisfactory waivers of liens covering that portion of the repair or reconstruction for which payment or reimbursement is being requested, together with appropriate evidence from a title insurance company or the like to the effect that there has not been filed with respect to the condominium any mechanic's or other lien, or notice of intention to file the same, which has not been dismissed or satisfied of record.

(e) the fees and expenses of the Insurance Trustee, as agreed upon by the Board of Directors and the Insurance Trustee, shall be paid by the Council of Unit Owners as a common expense, and such fees and expenses may be deducted from any insurance proceeds in the hands of the Insurance Trustee, pro rata on the reconstruction or repair progress.

(f) such other provisions not inconsistent with the provisions hereof as the Board of Directors, the Insurance Trustee or the mortgagee may reasonably require.

(g) the provisions of this Article XII shall be deemed to relate only to the common elements of the condominium.

Upon completion of the reconstruction or repair and payment in full of all amounts due on account thereof, any proceeds of insurance then in the hands of the Insurance Trustee shall be paid to the Council of Unit Owners and shall be considered as one fund and shall be divided 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 the same is sufficient for the purpose, all liens upon said condominium unit in accordance with the priority of interest in each unit.

ARTICLE XIII

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 recordation of the Declaration among the Land Records for the jurisdiction where the Declaration was originally recorded. 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 By Laws. 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, the change shall become effective until a certificate evidencing such change shall have been made by the Secretary or the Assistant Secretary of the Council of Unit Owners and recorded, in the name of the Council of Unit Owners, among the Land Records for the jurisdiction where the Declaration is originally recorded.

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 with 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 any 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 capital contributions 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 hereinafter 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 By Laws 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 improvement 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 supporting 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 XIV

Physical Management

Section 1. Management and Common Expense. Following the pre-assessment period described in Act VII, Sec 1 above, 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 unit owners, shall enforce the provisions hereof and shall pay out of the common expenses fund hereinbefore 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 the 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 By-Laws, 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, maintaining, repainting, repairing and landscaping the common elements and 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, any such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the condominium unit proposed to be maintained and provided further, that the cost thereof shall be assessed against the condominium unit for which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the 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 By-Laws; 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 of all of 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 the By-Laws, 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 hereinafter 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 question 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 situated, and its other appliances 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 required 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.

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 surface of all entry doors of the condominium unit. Notwithstanding the provisions of this Section, the Board of Directors may resolve in their discretion to have the exterior surfaces of all windows in the condominium 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 arrangement to enter a condominium for the purpose of making repairs to the common elements when the repairs reasonably appear to be necessary for public safety or to prevent damage to other portions of the condominium. Except in cases involving imminent danger 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 such licenses, easements and rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drain, 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 Declaration, subject to the approval of 66 2/3% of the Unit Owners, or provided by § 11-25(b) of the Act.

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, steam or gas 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 itself or otherwise, of articles which may be stored upon any of the common elements. No limitation or abatement of common expense assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the 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

Parking

Section 1. General Requirements. All parking areas within the condominium shall be considered part of the general common elements. Parking may be regulated by the Board of Directors and parking spaces may initially be assigned by the Declaration and thereafter by the Board of Directors. No unit owner shall make use of any parking space other than the space or spaces appointed or assigned to his condominium unit by the Board of Directors, if any, without the express written consent of both the unit owner to whom such space has been assigned and the Board of Directors, nor shall any unit owner invite, encourage or permit the use by his guests of parking spaces appointed or assigned to condominium units other than his own. No vehicle belonging to any unit owner, or to any guest or employee of any unit owner, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any parking space assigned to any other unit owner. No log shall be stored upon any parking space nor shall the same be permitted to accumulate trash or debris.

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

In the event the Board of Directors elect to assign parking spaces within the condominium, the Board of Directors may take reasonable efforts to assign parking spaces in a manner calculated to accommodate the elderly and handicapped.

ARTICLE XV

Amendment

Section 1. Amendments. These By-Laws 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 By-Laws and Title 11, Real Property Article, of the Annotated Code of Maryland, as from time to time amended. Any amendment to these By-Laws shall be effective only upon the recordation of such 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 By-Laws 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 petition and the notice of any annual or special meeting of the unit owners at which such proposed amendment is to be considered and voted upon.

UN OFFICES
MEXICO
PATRICK & CAMUS
HUNTSFORD COURT
SERVING, MD. 20886
1981-1982

Mortgages - Notice - Other Rights of Mortgages

Section 1. Notice to Board of Directors. Any owner of any condominium unit in the condominium who mortgages such unit shall promptly notify the Board of Directors of the mortgage and address of his mortgagee and, if requested to do so, shall file a certified copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Notice to Mortgagees. Any other provision of these By-Laws or of 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 giving 60 days' prior written notice to 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 By-Laws, 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 By-Laws; 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 3. 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 4. Casualty Loans. 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 By-Laws 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, except as provided in the Act.

Section 5. 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 By-Laws 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, except as provided in the Act.

LAW OFFICES
1118 BUCKENHEAD
MUNICIPAL COURT
CARYLE, MD. 20810
(301) 337-1800

ARTICLE XVI

Compliance - Interpretation - Miscellaneous

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

Section 2. **Conflict.** These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of Title II, 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 By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the aforesaid Declaration and Title II, Real Property Article, Annotated Code of Maryland, as from time to time amended, the provisions of the statute shall control.

Section 3. **Notice.** Unless another type of notice is hereinafter specifically provided for, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

Section 4. **Severability.** In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render or invalidate or unenforceable any other provisions hereof can be given effect.

Section 5. **Waiver.** No restriction, condition, obligation or provisions of these By-Laws 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 By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

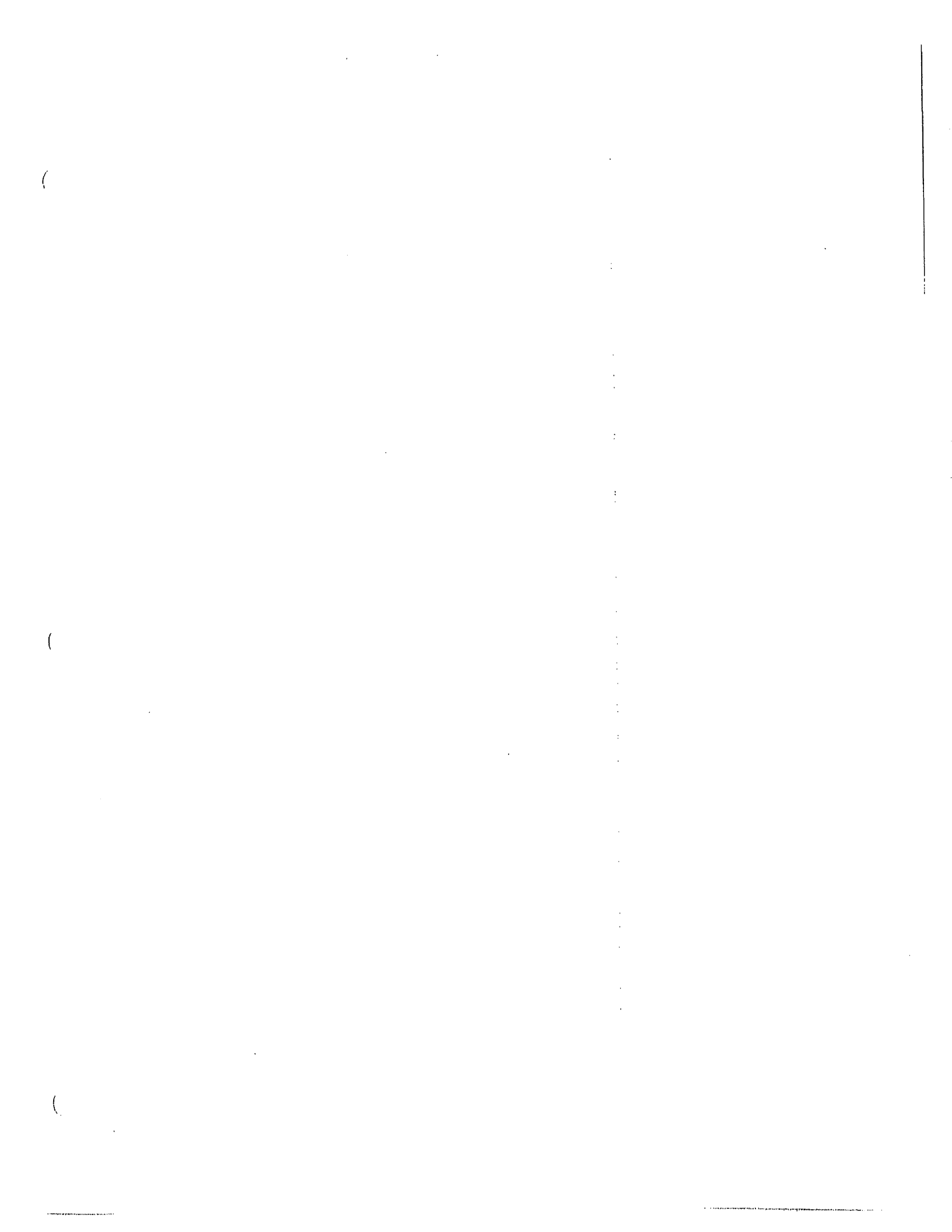
Section 7. **Gender, etc.** Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

ARTICLE XVII

Window Coverings

Each Unit Owner shall be deemed to covenant and agree to maintain venetian blinds and draperies with a light, neutral-colored drapery liner in place and in use and shall be further deemed to covenant and agree to maintain draperies with a light, neutral-colored liner in place and in use on all sliding glass doors.

LAW OFFICES
JAMES B. ECKHART
JUNESBORO COURT
ROCKVILLE, P.D. 20810
12011 762-1100



5078 823

EXHIBIT
CONDOMINIUM C

<u>UNIT NOS.</u>	<u>PERCENTAGE OF INTEREST IN COMMON ELEMENTS</u>
<u>FIRST FLOOR</u>	
104	1.202
105	1.202
106	.640
107	.842
108	1.004
109	1.004
110	.842
111	.640
112	1.075
113	1.075
114	.312
115	.640
<u>SECOND FLOOR</u>	
201	.518
202	.842
203	1.004
204	1.202
205	1.202
206	.640
207	.842
208	1.004
209	1.004
210	.842
211	.640
212	1.075
213	1.075
214	1.004
215	.842
216	.518
<u>THIRD FLOOR</u>	
301	.842
302	.842
303	1.004
304	1.202
305	1.202
306	.640
307	.842
308	1.004
309	1.004
310	.842
311	.640
312	1.075
313	1.075
314	1.004
315	.842
316	1.004

5678 824

UNIT NOS.
FOURTH FLOOR

401
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FIFTH FLOOR

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SIXTH FLOOR

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PERCENTAGE OF
INTEREST IN
COMMON ELEMENTS

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1.075
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1.004

AFFIDAVIT FOR REVIVAL OF A CHARTER

I, Llewellyn Johnson of Parkway Association Inc.
(insert name and title) (insert name of corporation)

Commissioner

hereby declare that the previously mentioned corporation has paid all State and local taxes except taxes on real estate, and all interest and penalties due by the corporation or which would have become due if the charter had not been forfeited whether or not barred by limitations.

Llewellyn Johnson
(print name beneath signature)
Llewellyn Johnson

I hereby certify that on January 1943 before me the
(insert date)

subscriber, a notary public of the State of Maryland, in and for _____
(insert name)

Washington, D.C. personally appeared _____
of county for which notary is appointed) (insert name)

Llewellyn Johnson and made oath under the penalties of perjury that
of person swearing)

the matters and facts set forth in this affidavit are true to the best of his knowledge, information and belief.

As witness my hand and notarial seal

Llewellyn Johnson
(signature of notary public)

My Commission expires _____

11-903 950 a.m.
ARTICLES OF REVIVAL
FOR
PARKWAY CONDOMINIUM ASSOCIATION, INC.

FIRST: The name of the corporation at the time the charter was forfeited was

Parkway Condominium Association, Inc.

SECOND: The name which the corporation will use after revival is

Parkway Condominium Association, Inc.

THIRD: The address of the principal office in Maryland is

50 West Montgomery Avenue, Suite 10

Rockville, Maryland 20850

FOURTH: The name and address of the Maryland resident agent who has agreed to accept this designation:

Nancy Jacobsen - Community PaperWorks, Inc.

50 West Montgomery Avenue, Suite 10

Rockville, Maryland 20850

Attested to:

Nancy M. Jacobsen
Nancy M. Jacobsen

FIFTH: These Articles of Revival are for the purpose of reviving the charter of the corporation.

SIXTH: At or prior to the filing of these Articles of Revival, this corporation has (a) paid all fees required by law; (b) filed all annual reports which should have been filed by the corporation if its charter had not been forfeited; and (c) paid all state and local taxes, except taxes on real estate, and all interest and penalties due by the corporation or which would have become due if the charter had not been forfeited whether or not barred by limitations.

CUST ID: 0001 344
WORK ORDER: 1818162
DATE: 11-07-20 AMT. PAID: \$19.00
18:16 PM

The undersigned who were respectively the last acting president (or vice president) and secretary (or treasurer) of the corporation severally acknowledge the Articles to be their act.

Deborah Gordon
Last Acting President

Deborah Gordon
(Signature)

Silvano Spencer
Last Acting Secretary/Treasurer

Silvano Spencer
(Signature)

AFFIDAVIT FOR REVIVAL OF A CHARTER

I, Deborah Gordon, President of Parkway Condominium Association, Inc.
(Name and Title) (Name of Corporation)

declare that the previously mentioned corporation has paid all State and local taxes except taxes on real estate, and all interest and penalties due by the corporation or which would have become due if the charter had not been forfeited whether or not barred by limitation.

Deborah Gordon
(Signature)

I hereby certify that on Oct. 22nd 2003 before me the subscriber, a notary public of the State of Maryland, in and for Montgomery County personally appeared Deborah Gordon and made oath under the penalties of perjury that the matters and facts set forth in this affidavit are true to the best of her knowledge, information, and belief.

As witness my hand and notarial seal

[Signature]
(Signature of notary public)

My Commission expires Sept. 07, 2004

CORPORATE CHARTER APPROVAL SHEET
**** EXPEDITED SERVICE **** **** KEEP WITH DOCUMENT ****

DOCUMENT CODE 188 BUSINESS CODE _____

D03046901



Stock _____ Nonstock _____
 P.A. _____ Religious _____

Merging (Transferor) _____

ID # D03046901 ACK # 1000361989038280
 LIBER: B00580 FOLIO: 0551 PAGES: 0003
 PARKWAY CONDOMINIUM ASSOCIATION, INC.

Surviving (Transferee) _____

11/07/2003 AT 09:58 A WO # 0000810162

New Name _____

FEES REMITTED

Base Fee: 100
 Org. & Cap. Fee: _____
 Expedite Fee: 70
 Penalty: _____
 State Recordation Tax: _____
 State Transfer Tax: _____
 Certified Copies _____
 Copy Fee: 23
 Certificates _____
 Certificate of Status Fee: _____
 Personal Property Filings: _____
 Other: _____
TOTAL FEES: 193

- _____ Change of Name
- _____ Change of Principal Office
- _____ Change of Resident Agent
- _____ Change of Resident Agent Address
- _____ Resignation of Resident Agent
- _____ Designation of Resident Agent and Resident Agent's Address
- _____ Change of Business Code
- _____ Adoption of Assumed Name
- _____ Other Change(s)

Credit Card _____ Check Cash _____
 Documents on 2 Checks

Approved By: _____
 Keyed By: _____

Code _____
 Attention: Sarah Wakefield
 Mail to Address: Community Paperworks, Inc.
50 W. Montgomery
Suite 10 avet.
Rockville, MD 20850

COMMENT(S): 2002-2003 PRO
New Filed claim M/A

CERTIFIED
COPY MADE

Stamp Work Order and Customer Number HERE

STATE OF MARYLAND
 DEPT. OF REVENUE
 CUSTOMER SERVICE CENTER
 WORK ORDER: 0000810162
 DATE: 11-07-2003 09:58 AM
 AMT. PAID: \$193.00

COUNTRY CLUB TOWERS
AKA PARKWAY CONDOMINIUM

BYLAW AMENDMENT

DATE: November 8, 1995

The following amendment to the bylaws of the above named condominium association was passed by a majority (72.979%) of the unit owners of record at a special meeting duly called for this purpose and held on September 28, 1995.

NOW THEREFORE BE IT RESOLVED THAT THE FOLLOWING AMENDMENT IS HEREBY MADE:

Amend Article 9, Section 3, item (j) to read as follows:

"No outside television or radio aerial or antenna, for reception or transmission shall be maintained upon any condominium unit."

I hereby attest that the above amendment was passed at a duly constituted meeting of the association.

By: *Gregory Browne*
Title: President
Date: 11-15-95

Sworn before me the undersigned, a Notary Public in the State of Maryland, county of MONTGOMER on the 20th day of November, 1995.

ATTEST:
John Bump
Notary Public

My commission expires: June 1, 1997

Shannon & Luchs Insurance Agency

400 Professional Drive, Suite 100

Gaithersburg, MD 20879

(301) 670-7370

(301) 670-7390 Fax