

**BYLAWS
OF
COUNCIL OF UNIT OWNERS
OF
BAYVIEW LANDING CONDOMINIUM**

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**BYLAWS OF COUNCIL OF UNIT OWNERS OF
BAYVIEW LANDING CONDOMINIUM**

**ARTICLE 1
PLAN OF CONDOMINIUM OWNERSHIP**

Section 1.1. The Condominium. The property described in Exhibit A to the Declaration of Condominium (the "Declaration") of Bayview Landing Condominium (the "Condominium") has been established as a condominium pursuant to Real Property Article, Title 11, Section 11-101, *et seq.*, of the Annotated Code of Maryland, as amended (the "Act"). These Bylaws are attached to and made part of the Declaration as Exhibit B thereto, and are intended by Bayview Landing LLC, Declarant of the Condominium (the "Declarant") to set forth, among other things, a plan by which the affairs of the Condominium shall be administered and governed by the Council of Unit Owners (the "Association") and its Board of Directors pursuant to the Act.

Section 1.2. Definitions. In these Bylaws, all words shall have the same meanings as designated in the Declaration unless otherwise apparent from the context.

Section 1.3. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Association and to the Condominium. All present and future Unit Owners, lessees and occupants of Units, and any other persons who may use the Condominium or the facilities of the Condominium in any manner, are subject to these Bylaws, the Declaration and the rules and regulations (the "Rules") from time to time promulgated by the board of directors (hereinafter called the "Board of Directors" and each member thereof a "Director") of the Association. The acceptance of a deed of conveyance to a Unit shall constitute an agreement that these Bylaws, the Rules and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

6629 - 5319 Eastern Ave

**ARTICLE 2
COUNCIL OF UNIT OWNERS**

Section 2.1. Purpose and Status of Association. The purpose of the Association shall be to operate and maintain the Condominium for the benefit of the Unit Owners and to exercise the powers conferred upon it by the Act and these Bylaws. The Association shall be an unincorporated entity.

Section 2.2. Name and Mailing Address. The Association hereby organized and formed for the purposes set forth above shall be known officially as "Council of Unit Owners of Bayview Landing Condominium." Unless changed from time to time by the Board of Directors, the office and mailing address of the Association and the Board of Directors shall be the same as the mailing addresses of the three Directors: 3218 Eastern Avenue, Baltimore, MD 21224.

Section 2.3. Powers of the Association. The Association shall have all of those powers enumerated in the Act, Declaration and these Bylaws. All powers residing in the Association, except for such powers as are, pursuant to the Act, the Declaration, or these Bylaws, expressly

reserved to the Association, shall be delegated to and exercised by the Board of Directors and/or the managing agent, if any, employed by the Board of Directors on behalf of the Association.

Section 2.4. Members. The Association shall have as its members every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who or which owns a Unit (each of the foregoing being collectively referred to herein as a "Unit Owner"); provided, however, that any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who or which holds such interest solely as security for the performance of an obligation shall not be a Unit Owner and shall not be a member of the Association, solely on account of such security interest.

Section 2.5. Annual Meetings. Within sixty (60) days from the date on which deeds to Units representing at least fifty percent (50%) of the votes in the Association have been delivered by the Declarant and title closed thereon, the Declarant shall notify the Unit Owners and a meeting of the Association, hereby designated as the first annual meeting, shall be held for the purpose of electing Unit Owners to the Board of Directors (replacing at least two, and possibly all three, of the Directors initially designated by the Declarant pursuant to the Act and these Bylaws), as more fully described in Section 3.1 below. Notice of such meeting shall be given in accordance with the provisions of Section 2.8. Subsequent annual meetings of the Association should be held on or about the same date of each year as the first annual meeting, subject to the availability of the Unit Owners. Any Unit Owner may require that the annual meeting not occur on a Saturday, Sunday, or legal holiday. Subsequent annual meetings of the Association shall be held for the purpose of electing Directors to succeed those whose terms shall have expired as of the date of such annual meetings, and for the transaction of such other business as may come before the meeting.

Section 2.6. Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the Association (a) if so directed by resolution of the Board of Directors, or (b) upon a written request presented to the President or Secretary of the Association by Unit Owners having not less than twenty-five percent (25%) of the total authorized votes of all Unit Owners; provided, however, that except on resolution of the Board of Directors, no special meetings shall be called prior to the first annual meeting of the Association as hereinabove provided. No business shall be transacted at a special meeting of the Association except such as shall have been stated in the notice thereof.

Section 2.7. Place and Time of Meetings. Meetings of the Association, whether annual or special, shall be held at places and times convenient to the greatest number of Unit Owners.

Section 2.8. Notice of Meetings. It shall be the duty of the Secretary to provide written notice of each annual or special meeting of the Association at least ten (10) days, but not more than ninety (90) days prior to such meeting, stating the time, place, and (if a special meeting) purpose thereof, to each Unit Owner of record, at his or her address shown on the roster (hereinafter called the "Roster") required to be kept pursuant to Section 11-109(c) of the Act. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these Bylaws, the notice of meeting shall be mailed at least fifteen (15) days prior to such meeting. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice as of the date of such mailing. In addition to the mailing of notice of

each annual and special meeting, notice may be personally delivered to each Unit Owner at his or her address as shown on the Roster.

Notwithstanding the foregoing, any Unit Owner may waive any minimum period of notice of time, place, and/or purpose of any meeting, as set forth hereinabove. Attendance by a Unit Owner at any meeting, in person or by proxy, shall constitute such waiver of notice.

Section 2.9. Adjournment of Meeting. If any meeting of the Association cannot be held because a quorum of members has not attended, a majority of the Unit Owners may adjourn the meeting and call for an additional meeting, provided that at least fifteen (15) days notice of the time, place, and purpose of the additional meeting is given to all Unit Owners (unless such notice period is waived by all Unit Owners) in accordance with the service provisions outlined above in Section 2.8.

Section 2.10. Voting; Proxies. Each Unit Owner shall be entitled to one (1) vote on any matter coming before the Association at any annual or special meeting. Each Unit Owner, or, subject to the proxy limitations set forth below, some person designated by such Unit Owner to act as proxy on his behalf (and who need not be a Unit Owner), shall be entitled to cast the vote appurtenant to his Unit at all such meetings. The designation of any such proxy shall be made in writing and filed with the Secretary, in a form approved by the Board of Directors, which approval may not be unreasonably withheld, before the appointed time of each meeting. Each proxy shall be revocable at any time by written notice to the Secretary by the Unit Owner who so designated the proxy, and shall automatically expire one hundred eighty (180) days following its issuance unless granted to a mortgagee or lessee. Proxies may be utilized to establish a quorum pursuant to Section 2.14 below and may be utilized to vote on any other matter at the meeting of the Association; provided, however, that an undesignated proxy may not be utilized to vote for nominees to the Board of Directors. In the case of a Unit which is owned by more than one person or entity, any or all of such owners may be present at any meeting of the Association and (those constituting the group acting unanimously) may vote or take any other action as a Unit Owner, either in person or by proxy. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Where title to a Unit is in more than one person or entity, such multiple owners shall be entitled to cast, in the aggregate and as a single block, the vote allocated to the Unit. If such multiple owners shall be unable to agree upon their vote upon any subject at any meeting, they shall either designate a third party to cast their vote or shall lose their right to vote on such subject, but if all of them shall not be present at a meeting, either in person or by proxy, the collective vote of the one or more present shall be the vote of all of the owners of the Unit. Whenever the vote of the Unit Owners at a meeting is required or permitted to be taken by any provisions of the Act, the Declaration or by these Bylaws, the meeting and vote of Unit Owners may be dispensed with if all of the Unit Owners who would have been entitled to vote thereat upon the action, if such meeting were held, consent in writing to such action being taken.

No Unit Owner shall be entitled to vote at a meeting of the Association unless and until he or she (1) shall have furnished the Association with his or her name and current mailing address for listing on the Roster in accordance with Section 11-109(c) of the Act; (2) shall be current in the payment of the monthly installment of his assessments in accordance with Section 5.6 of these Bylaws, and further; and (3) shall owe no additional amounts to be paid to release

any statement of condominium lien that the Association may have recorded against that Unit Owner's Unit for failure to pay assessments when due.

Section 2.11. Absentee Ballots. Absentee ballots may be utilized for purposes of (a) establishing a quorum pursuant to Section 2.14, (b) voting for Board of Director nominees listed on the absentee ballot or written in by the absentee Unit Owner, or (c) voting for any other matter as set forth on the absentee ballot. Any unsigned absentee ballot, to be valid, shall be received in a signed, sealed envelope bearing the identification of the dwelling unit and proportional voting percent, if any, on the outside, and shall be opened only at a meeting at which all candidates or their delegates have a reasonable opportunity to be present.

Section 2.12. Open Meetings. All meetings of the Association shall be open to all Unit Owners, their tenants or agents, and (in the discretion of the Board of Directors or as required by law) other interested parties.

Section 2.13. Majority Vote. The vote of a majority (more than fifty percent (50%)) of the Unit Owners present and voting, in person or by proxy, at any meeting of the Association, or voting by absentee ballot, shall be binding upon all Unit Owners for all purposes, except with regard to any matter for which, under the Declaration, the Act, or these Bylaws, a higher percentage vote is required.

Section 2.14. Quorum. Except as otherwise provided in these Bylaws or in the Act, the presence in person or by proxy of Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners (together with any vote submitted by any Unit Owner by absentee ballot) constitutes a quorum at all meetings of the Association; provided, however, that each Unit Owner shall have received notice of such meeting (or waived same) as aforesaid and a fair opportunity to attend in person, by proxy, or by absentee ballot.

Section 2.15. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, each Unit Owner shall be entitled to receive out of the assets of the Association available for distribution to the members thereof an amount equal to his or her Percentage Interest in the Common Profits and Common Expenses of the Association.

ARTICLE 3

BOARD OF DIRECTORS

Section 3.1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors acting on behalf of the Association. Until the first annual meeting of the Association as provided for in Section 2.5 of these Bylaws, and thereafter until their successors shall have been elected by the Unit Owners, the Board of Directors shall consist of three (3) Directors designated by the Declarant. Thereafter, the Board of Directors shall continue to consist of three (3) Directors, all of whom shall be elected by the Unit Owners, subject to the following limitations: (a) to qualify for election from and after the first annual meeting of the Association, each Director must either be a Unit Owner (or co-owner), the spouse of a Unit Owner, or any other designee of any Unit Owner (including a designee of the Declarant, for so long as the Declarant shall be a Unit Owner) who is over eighteen (18) years of age; and (b) at all times following the first annual meeting of the Association, a Unit in the

Condominium may be represented by only one seat on the Board of Directors; by way of illustration and not by way of limitation, a Unit Owner of a single Unit and such Unit Owner's spouse may not simultaneously serve as Directors.

Section 3.2. Powers and Duties. The Board of Directors shall have and shall exercise the powers and duties of the Association as set forth in Section 2.3 of these Bylaws, and may do all such acts and things, except such powers as are, pursuant to the Act, the Declaration, or these Bylaws, expressly reserved to the Unit Owners. Without limiting the generality of the foregoing, the Board of Directors' powers shall include the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements.
- (b) Determination of the Common Expenses required for the affairs of the Association.
- (c) Collection of the common charges and expenses from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.
- (e) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (f) Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of the Association.
- (g) Obtaining of insurance for the Condominium.
- (h) Making of repairs, additions, replacements and improvements to or alterations of the Common Elements in accordance with the other provisions of these Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
- (i) To sue and be sued, complain and defend, or intervene in litigation or administrative proceedings on behalf of two or more Unit Owners, but only with respect to matters affecting the Common Elements.
- (j) Enacting uniform Rules from time to time which govern the use and operation of the Condominium, as well as the conduct and the enjoyment of the Unit Owners; provided, however, that such Rules are adopted in accordance with the Act and Section 5.16 of these Bylaws or the Declaration; and provided further that no such Rules shall be so construed so as to impair in any manner the lien of any mortgage or deed of trust with respect to any Unit and/or the Common Elements if such Rules are promulgated after the recordation of said mortgage or deed of trust.
- (k) Enforcing obligations of Unit Owners, allocating Common Profits and Common Expenses, if any, and doing anything and everything else necessary and proper for the sound management of the Condominium. In this connection, the Board of Directors shall have the

power to enforce the provisions of the Act, the Declaration, these Bylaws, and the Rules, and, if permitted by law, to levy reasonable fines against Unit Owners for violations of the same after notice and an opportunity to be heard is given pursuant to the Act. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines are a common charge owed by the particular Unit Owner or Unit Owners. Where a Unit Owner persists in violating the Rules, the Board of Directors may require him or her to post a bond, satisfactory to it, to secure future compliance with the Rules.

(l) Controlling the use of all Common Elements.

(m) Establishing reasonable reserve funds for emergencies and unforeseen contingencies and for the repair and replacement of Common Elements.

(n) Monitoring compliance with the requirements of any conservation easements and other restrictions imposed on the Common Elements.

(o) The Board of Directors is hereby irrevocably appointed as attorney-in-fact for all Unit Owners, and for each of them, to settle, compromise, waive, discharge, acquit and release any and all demands, claims, actions, causes of action, suits, litigations, proceedings, mediations, arbitrations, judgments, determinations, findings, orders and awards whatsoever, at law, in equity, or otherwise, relating to or arising out of matters affecting the Condominium and two or more Unit Owners, and with respect to which the Association otherwise has the authority to sue, complain, intervene or defend pursuant to these Bylaws, the Declaration or applicable law; provided, however, that the foregoing shall not be deemed to limit the rights of an individual Unit Owner acting in his or her individual capacity. The Board of Directors is hereby authorized to enter into, execute, acknowledge, deliver and record all agreements, releases, consents, certificates, papers, documents and other instruments as may be deemed necessary or desirable by the Board of Directors to effectuate the foregoing, and to generally say, do, act, transact, negotiate, determine, commence, accomplish and finish all matters and things whatsoever relating to the foregoing, as fully, amply and effectually, to all intents and purposes, as each Unit Owner, if present, ought or might do personally. The Unit Owners hereby ratify, approve and confirm all and whatsoever the Board of Directors shall lawfully do or cause to be done, in and about the premises, by virtue of the foregoing power of attorney, which is hereby expressly declared and acknowledged to be coupled with an interest in the subject matter hereof, and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, the foregoing power of attorney shall not be affected by the death or disability of any principal, and is intended to deliver all right, title and interest of the principal in and to such power of attorney.

(p) Generally, to exercise the powers of the Association as set forth in the Act, subject to the Declaration and these Bylaws, and to do every other act not inconsistent with the law, which may be appropriate to promote and attain the purposes set forth in the Act, the Declaration and these Bylaws.

Section 3.3. Managing Agent. The Board of Directors may, at its discretion, employ for the Association a professional managing agent at a compensation established by the Board of Directors. Any management agreements entered into on behalf of the Association shall (a) be for

a term not in excess of one (1) year, (b) provide that either party may terminate the agreement, without cause, upon ninety (90) days written notice, without a termination fee (except that management agreements entered into while the Declarant is in control of the Association shall be terminable without cause on thirty (30) days written notice), (c) provide that the Board of Directors may, for cause, terminate such agreement upon thirty (30) days written notice (without a termination fee) and (d) provide for renewal upon agreement by the parties for successive one (1)-year periods.

Section 3.4. Election and Term of Office. The Directors of the Association designated by the Declarant in accordance with Section 3.1 above shall hold office at the pleasure of the Declarant until the first annual meeting of the Association as provided for in Section 2.5 of these Bylaws. At the first annual meeting of the Association, the members of the Board of Directors shall be elected by the Unit Owners (including the Declarant, if then still a Unit Owner). Commencing with the first annual meeting of the Association, the terms of office of the members of the Board of Directors shall be fixed at one (1) year. The foregoing shall not limit the right of the Unit Owners at the first annual meeting, or at any annual or special meeting thereafter, to vote to establish a different term of office for all Directors, or to establish staggered terms for the Directors. Any such change in the established terms of office of Directors shall not operate to curtail or extend the term of office of any incumbent Director. Each Director shall hold office until the next meeting of the Board of Directors following the election of his or her successor. Any serving Director may be re-elected any number of times. Any Director may resign prior to the end of his or her term, provided that a special meeting shall be convened for the purpose of electing a successor Director to complete such term. Nominations for the Board shall be made in accordance with the Act. Any Director shall be deemed to have resigned whenever such Director, his or her spouse, firm, corporation or other entity he or she is associated with, sells the Unit which qualified such individual to become a Director. At each election of members to the Board of Directors, the Unit Owners or their designated proxies shall cast, with respect to any vacancy or expiring or expired term of the Director, the vote necessary to elect or re-elect the Director for the succeeding term.

Section 3.5. Removal of Directors. Prior to the first annual meeting of the Association, the Declarant may remove any Director designated by the Declarant for any reason, and designate a successor, effective immediately. After the first annual meeting of the Association, at any special meeting called for such purpose, any Director may be removed, with or without cause, by the vote of a majority of the Unit Owners, and a successor Director elected to complete the term of the removed Director. Any member of the Board of Directors whose removal has been proposed by the Unit Owners as aforesaid shall be given an opportunity to be heard at the meeting.

Section 3.6. Vacancies. Except with respect to Directors designated by the Declarant prior to the first annual meeting of the Association, vacancies on the Board of Directors shall be filled by vote of the Unit Owners at a special meeting of the Association held for that purpose promptly after the occurrence of such vacancy, and the successor Director so elected shall serve for the remainder of the term of the predecessor Director.

Section 3.7. Organization Meeting. The first regular meeting of the Board of Directors following an annual meeting of the Association shall be held within ten (10) days thereafter, at

such time and place as shall be fixed by a majority of the members of the Board of Directors, and no notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting, provided that a majority of the whole Board of Directors shall be present thereat. The Unit Owners shall be provided with notice of such meeting in accordance with Section 3.8 of these Bylaws.

Section 3.8. Regular and Special Meetings.

(a) All regular meetings of the Board of Directors or any committee created by the Board of Directors shall be held upon regularly scheduled and established dates or periods at such time and place as shall have been made known to all Directors in accordance with the procedures set forth below. All regular or special meetings of the Board of Directors or any committee created by the Board of Directors shall be open to all Unit Owners or their agents (and other interested parties in the discretion of the Board of Directors or as required by law), except that such meetings may be held in closed session for the following purposes:

- (i) Discussion of matters pertaining to employees and personnel;
- (ii) Protection of the privacy or reputation of individuals in matters not related to Association business;
- (iii) Consultation with legal counsel;
- (iv) Consultation with staff personnel, consultants, attorneys or other persons in connection with pending or potential litigation;
- (v) Investigative proceedings concerning possible or actual criminal misconduct;
- (vi) Complying with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure; or
- (vii) On an individually recorded affirmative vote of two-thirds (2/3) of the members of the Board of Directors (or committee, if applicable) present, for some other exceptional reason so compelling as to override the general public policy in favor of open meetings.

(b) If a meeting is held in closed session pursuant to the procedures established above, (i) no action may be taken and no matter may be discussed other than those permitted above; and (ii) a statement of the time, place and purpose of any closed meeting, the record of the vote of each member of the Board of Directors (or committee, if applicable) by which any meeting was closed, and the authority under this Section for closing any meeting shall be included in the minutes of the next meeting of the Board of Directors (or committee, if applicable).

(c) The Secretary shall maintain a current roster of names and addresses of each Unit Owner to which notices of regular meetings of the Board of Directors or any committee created by the Board of Directors shall be sent at least annually. Special meetings of

the Board of Directors shall be held whenever called by direction of the President, and must be called by the President or the Secretary upon written request of a majority of the Board of Directors. Notice of special meetings of the Board of Directors or any committee created by the Board of Directors shall be given to each Unit Owner, by posting or otherwise, not less than ten (10) days nor more than ninety (90) days prior to the date of the special meeting, except upon the declaration of an emergency by the person calling the meeting, in which event such notice may be waived. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any regular or special meeting of the Board of Directors. All meetings of the Board of Directors or any committee created by the Board of Directors shall be held at places and times convenient to the greatest number of Unit Owners.

Section 3.9. Waiver of Notice. Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time, place and purpose thereof.

Section 3.10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors, except as may otherwise be provided in the Declaration or these Bylaws. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such meeting at which a quorum is present, any business which might have been transacted at the meeting originally called and adjourned may be transacted without further notice. Any Director who may be personally unable to be present at any meeting of the Board of Directors may nevertheless participate in such meeting, and be included for purposes of establishing a quorum as herein described, via telephone or web conference.

Section 3.11. Fidelity Insurance. The Board of Directors may, by majority vote, elect to obtain blanket fidelity insurance coverage for all officers and Directors of the Association and all other persons handling or responsible for funds held or administered by the Association, whether or not they receive compensation for their services. Any such fidelity insurance policy shall provide that it cannot be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association, any Insurance Trustee (as defined herein), all Eligible Mortgage Holders and each servicer servicing a mortgage in the Condominium owned or securitized by the Federal National Mortgage Association ("FNMA").

Section 3.12. Compensation. No member of the Board of Directors shall receive any compensation for acting as such, but a Director may be reimbursed for actual out-of-pocket expenses incurred by him or her in the proper performance of his or her duties.

Section 3.13. Liability of the Board of Directors; Indemnification

(a) The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith.

(b) The Association shall indemnify every Director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any 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 Association) to which he may be made a party by reason of being or having been a Director of the Association, whether or not such person is a Director at the time such expenses are incurred. The Board of Directors shall obtain adequate directors' and officers' insurance. The Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except in their capacity as Unit Owners) and the Association shall indemnify and forever hold each such Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Director of the Association or former Director of the Association may be entitled.

(c) The provisions of "(a)" and "(b)" above shall also apply to each and every officer of the Association and the members of any committee created by the Board of Directors.

Section 3.14. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and consistent with the purposes set forth in the Declaration. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm, entity or association in which one or more of the Directors are directors or officers or are pecuniarily or otherwise interested, shall be 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 such action complies with the provisions of Section 2-419 of the Corporations and Associations Article of the Annotated Code of Maryland (1999), as amended, or its successor statute.

Section 3.15. Delegation of Power to Board. Except as may be provided otherwise by law or by the Declaration or these Bylaws, all of the powers and duties of the Association are hereby delegated to the Board of Directors so as to permit the Board of Directors to fulfill all of its powers, functions and duties under the provisions of the Act, the Declaration and these Bylaws.

Section 3.16. Committees. The Board of Directors may appoint a committee(s) as deemed appropriate in carrying out its powers and duties.

ARTICLE 4 **OFFICERS**

Section 4.1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board of

Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary or desirable. The President and Vice President, but no other officers, must be members of the Board of Directors.

Section 4.2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be 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 4.4. President. The President shall be the chief executive and operating officer of the Association. He or she shall preside at all meetings of the Association. He or she shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized and existing under the laws of the State of Maryland.

Section 4.5. Vice President. The Vice President shall take the place of the President and perform his or her 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 of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors or by the President.

Section 4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association (including copies of all resolutions adopted thereat), and of the Board of Directors; shall count the votes at meetings of the Association; shall have charge of such books and papers as the Board of Directors may direct; shall maintain the roster of Unit Owners and shall, in general, perform all the duties incident to the office of secretary of a stock corporation organized and existing under the laws of the State of Maryland.

Section 4.7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such federally insured depositories as may from time to time be designated by the Board of Directors, and shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized and existing under the laws of the State of Maryland.

The Board of Directors may, at their discretion and by majority vote, require the Treasurer to give a bond, the premium for which shall be considered a Common Expense, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control.

Section 4.8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such; provided, however, that an officer is entitled to reimbursement from the Association for any bona fide expenses incurred by such officer in the performance of his duties pursuant to the Declaration or these Bylaws. The determination of a bona fide expense shall be at the sole discretion of the Board of Directors.

ARTICLE 5

OPERATION OF THE CONDOMINIUM

Section 5.1. Determination of Common Expenses and Fixing of Common Charges.

Unless otherwise expressly provided herein, "Common Expenses" of the Association, in general, shall include maintenance, operation, repair, or replacement of the Common Elements. They include, but are not limited to:

- (a) Management fees (if any);
- (b) Insurance premiums for policies owned in the name of the Association;
- (c) Real estate taxes assessed in the name of the Association (if any);
- (d) Charges incurred in the name of the Association for maintenance or other services pertaining to any General Common Element or to any Limited Common Element;
- (e) Attorneys' fees, and like administrative costs incurred in the name of the Association;
- (f) Reserves for replacements of any General Common Element or other expenses of a non-recurring nature;
- (g) Payment of utility bills and like expenses (except to the extent that such bills or expenses are individually metered for any Unit, in which event such bills or expenses shall be the responsibility of the Unit Owner receiving the benefit of such individually metered service); and,
- (h) Such other expenses as shall be necessary or desirable in the judgment of the Board of Directors for the administration and operation of the Condominium, or which may be declared to be Common Expenses of the Association by the Act, the Declaration, these Bylaws or by resolution of the Association.

Section 5.2. Preparation and Approval of Budget. Each year at least thirty (30) days before the adoption of a budget for the Condominium, the Board of Directors shall cause to be prepared and submitted to the Unit Owners a proposed annual budget for the next fiscal year of the Association. The proposed annual budget shall contain, at a minimum, an estimate of the total amount of income the Association expects to receive, as well as an estimate of any expenses for administration, maintenance, utilities, general expenses, reserves and/or capital items that are expected for the next fiscal year. The budget shall be adopted at an open meeting of the Board of

Directors. The Board of Directors shall thereafter send to each Unit Owner a copy of the approved budget which sets forth the amount of the Common Expenses payable by each Unit Owner, on or before thirty (30) days preceding the beginning of the fiscal year to which the budget applies or as soon thereafter as is possible. The said budget shall constitute the basis for determining each Unit Owner's contribution for the Common Expenses of the Condominium. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses, as herein provided, whenever the same shall be determined, and in the absence of any annual budget, each Unit Owner shall continue to pay his allocable share of the Common Expenses at the then existing rate established for the previous fiscal period until the new payment is established. The Board of Directors may determine, at its discretion, to round the Unit Owners' allocable share of the Common Expenses of the Association to the nearest half dollar or whole dollar amount. All budget figures and other information set forth in any proposed first year operating budget prepared by the Declarant and included as an exhibit to Declarant's Application for Condominium Registration, including, without limitation, the estimated Common Expenses, income, and assessments, and the projected life expectancy and estimated replacement costs of reserve items, if any, are estimates only, based on good faith determinations and projections made by the Declarant, and shall not be deemed to be part of any contract, or to constitute the basis of the bargain, between the Declarant and any Unit purchaser. No such proposed first year operating budget figures or other information shall give rise to or constitute, or be construed as giving rise to or constituting, any representation or warranty by Declarant whatsoever, whether express or implied, regarding the level of assessments against the Units or any other matter. To the extent that any party seeks to make or imply any such representation or warranty, such representation or warranty shall be without legal authority or basis and shall be unenforceable. All budget figures are, of course, estimates and neither the managing agent, the Declarant or the Board of Directors can be certain that sufficient funds have been budgeted to cover all Common Expenses that may be incurred. Because actual expenditures may differ from estimated expenditures, due to possible changes in the future expenses of the Condominium and other variable factors, such estimates are not intended nor shall they be considered as guarantees of any kind whatsoever.

Section 5.3. Reserves. As part of the annual budget the Board of Directors may provide for the building up and maintenance of a reserve fund(s) in any amount they determine to be adequate (which may, at their discretion, be no amount at all), for working capital and contingencies, equipment and supplies, organizational costs, or such other purposes as the Board of Directors of the Association may determine. All funds, if any, accumulated for operating reserves, beginning with the initial capital contribution that each first purchaser of a Unit will be required to make pursuant to Section 5.5 below, shall be deposited in an interest bearing bank account, separate and apart from the general operating funds of the Association. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except where an emergency requires an expenditure to prevent or minimize loss from further damage to, or deterioration of, the Common Elements, any reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Board of Directors and by the affirmative vote of Unit Owners representing not less than sixty-seven percent (67%) of the Unit Owners present, in person or by proxy, and voting at any meeting of the Association. If the general operating funds, even as supplemented by operating reserve funds as described herein, are inadequate for any reason,

including non-payment of any Unit Owner's assessment, the Board of Directors may, subject to the limitations of Section 5.4 below, levy a further assessment against the Unit Owners in proportion to their Percentage Interests, which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next regular payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment.

The proportionate interest of any Unit Owner in any reserve fund shall be considered an appurtenance to his, her, its, or their Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it is appurtenant, and shall be deemed to be transferred with such Unit.

Section 5.4. Amendment to Budget; Special Assessments. Any expenditure, including, without limitation, any expenditure intended to be funded by a special assessment, which is deemed necessary by the Board of Directors (other than those required because of conditions which, if not corrected, could reasonably result in a threat to the health or safety of the Unit Owners or a significant risk of damage to the Condominium) that, if made, would result in an increase in the amount of assessments for the current fiscal year of the Condominium in excess of fifteen percent (15%) of the budgeted amount previously adopted shall be approved by an amendment to the budget adopted at a special meeting of the Association, upon not less than ten (10) days written notice to the Unit Owners, by the affirmative vote of Unit Owners representing not less than sixty-seven percent (67%) of the Unit Owners present, in person or by proxy, and voting at such meeting. Any provision of the foregoing to the contrary notwithstanding, any such amendment to the budget shall be subject to such additional approvals as may be provided in the Declaration or these Bylaws.

Section 5.5. Initial Capital Contribution. In addition to the regular monthly assessment, each Unit purchaser will be required to make, at settlement, an initial capital contribution to the Association equal to twice the estimated initial monthly assessment allocated to that Unit for Common Expenses. The initial capital contribution will be kept by the Board of Directors in a separate account for the use and benefit of the Association, being the initial funds used to establish the operating reserve described in Section 5.3 above. The funds from the initial capital contributions by the Unit purchasers may be used for certain prepaid items, initial equipment and supplies, organizational costs, and other start-up costs, or such other purposes as the Board of Directors of the Association may determine. The initial capital contribution by each Unit purchaser shall not constitute an escrow or advance payment of regular assessments, shall not be refundable, and shall not be required to be paid by subsequent purchasers on the resale of Units. Except where the Declarant shall have already paid the initial capital contribution for a Unit to the Association (in which case the Declarant shall be entitled to retain the initial capital contribution from the first purchaser of that Unit upon the conveyance thereof, in reimbursement of the foregoing), the Declarant shall deliver all initial capital contributions collected upon Unit conveyances to the Board of Directors for deposit into a reserve account as aforesaid.

Section 5.6. Payment of Common Charges; Lien. Each Unit Owner shall be obligated to pay, in advance, the common charges assessed by the Board of Directors against his Unit. The

amount levied and assessed against each Unit for common charges shall constitute a lien against said Unit from the date of assessment until the date of full payment, provided that the requirements of the Maryland Contract Lien Act have been fulfilled. All assessments and charges levied against a Unit by the Board of Directors shall also be the personal obligation of the Unit Owner of such Unit. At the option of the Board of Directors, the common charges may be payable in annual, quarterly, monthly or other convenient installments, to the Board of Directors or to such person or entity who or which the Board of Directors shall designate.

No Unit Owner may be exempted from liability for the assessment of Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. Prior to or at the time of such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Unit shall be jointly and severally liable, in accordance with the Act, with the selling Unit Owner for all unpaid assessments against the selling Unit Owner for the selling Unit Owner's proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor; provided, however, that no purchaser from a selling Unit Owner other than the Declarant shall be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments greater than the amount set forth in any resale certificate provided by the Association or its managing agent. The conveyance of a Unit shall not affect any lien established by the Association against such Unit. Notwithstanding anything contained herein to the contrary, any mortgagee who comes into possession of a Unit by virtue of foreclosure of a deed of trust or mortgage or a deed or other conveyance in lieu of foreclosure shall take the Unit free of any liens or claims for unpaid assessments or charges against such Unit which accrue prior to the time such mortgagee comes into possession thereof. The sale or transfer of a Unit by virtue of foreclosure of a deed of trust or mortgage or a deed or other conveyance in lieu of foreclosure shall not relieve such mortgagee, the purchaser at such sale or transfer, or any subsequent Unit Owner from liability for any assessments thereafter coming due, nor from the lien of such subsequent assessments, which lien, if any, shall have the same effect and may be enforced in the same manner as provided herein. Notwithstanding anything herein to the contrary, the lien of the Association against any Unit shall be subordinate to the First Mortgage (as defined in Section 6.5 hereof) against such Unit, unless otherwise provided by law. Any assessment of the Association shall also be subordinate to any mortgage against a Unit guaranteed by the VA.

All taxes, assessments, and charges which may become liens prior to any First Mortgage shall relate only to the individual unit and not to the Condominium as a whole.

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

Section 5.7. Declarant Exemption from Assessments.

- (a) The Declarant shall not be obligated to pay any annual or special assessments of

the Condominium for any Units owned by the Declarant except as otherwise expressly provided in this Section 5.7.

(b) A Unit owned by the Declarant shall be subject to all applicable assessments of the Condominium if such Unit is occupied by a person or persons primarily for residential purposes. Assessments shall commence upon such occupancy.

(c) Notwithstanding any provision contained in the Declaration or these Bylaws to the contrary, the Declarant covenants and agrees for the benefit of the Unit Owners to provide funds to cover all "Operating Budget Deficits" (defined below) of the Association during the "Deficit Obligation Period" (defined below); provided, however, that at such time as the Declarant has paid what would equal one hundred percent (100%) of the annual and special assessments that would have been applicable to its Units had the Declarant not been exempt from paying assessment during any fiscal year of the Condominium, then the Declarant shall only be obligated to pay any further assessments during that fiscal year in an amount equal to what would have become due for its Units had they not been owned by the Declarant. For purposes of this Section, an "**Operating Budget Deficit**" shall be deemed to exist if, in any given fiscal year of the Condominium, the income received by the Association plus all accumulated working capital, minus operating expenses and, if applicable, reserve transfers, does not provide sufficient funds to operate the Condominium; provided, however, that the Declarant shall have no obligation to fund any Operating Budget Deficit to the extent that such deficit is caused by or results from (i) the failure of any Unit Owners (other than Declarant) to make timely payment of any installment of the annual and/or special assessments levied by the Board of Directors in accordance with these Bylaws, or (ii) any extraordinary cost or expense incurred by the Association, including, without limitation, any capital expense that is not included as part of the original annual budget for that fiscal year, and any cost or expense incurred by the Association that results from acts of God, fire, earthquake, flood, explosion or other natural catastrophes, or that result from hazardous environmental conditions or substances. As used herein, the term "**Deficit Obligation Period**" shall mean that period of time commencing on the date this Declaration is recorded in the Land Records of Baltimore City, Maryland, and ending on the earlier of (1) the date on which the Declarant no longer owns any Units that are exempt from assessments of the Condominium, or (2) the date specified in a written instrument recorded among the Land Records of Baltimore City, Maryland, upon which the Declarant waives its right to the qualified exemption from the payment of assessments as set forth in this Section 5.7. The Declarant may waive such exemption with respect to less than all of the Units owned by the Declarant, in which event the Deficit Obligation Period shall terminate only with respect to those Units specifically identified. Any deficit required to be paid by the Declarant pursuant to this Section 5.7 shall be payable and collectible in the same manner as any other assessments required to be paid to the Association.

(d) This Section 5.7 may not be amended without the express written consent of the Declarant.

Section 5.8. Collection of Assessments. The Board of Directors shall take prompt action to collect any common charges due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Directors shall notify any Eligible Mortgage Holder who holds a mortgage upon a Unit to which there exists a

delinquency in the payment of common charges, which delinquency has existed for sixty (60) days or more. Upon default in the payment of any one or more installments of any annual assessment levied pursuant to the Declaration and/or these Bylaws, and upon notice in accordance with the Act, the entire balance of said annual assessment may be accelerated at the option of the Board of Directors and be declared due and payable, in full, together with interest thereon at the maximum rate permitted by law at the time the assessment became due.

Section 5.9. Default in Payment of Common Charges. The lien for unpaid assessments for common charges may be enforced and foreclosed in such manner as may from time to time be provided in the Act and the Maryland Contract Lien Act. Any assessment, until paid, may at the election of the Board of Directors bear interest up to the maximum rate permitted by law at the time the assessment became due. In addition, the Board of Directors may impose late charges and/or the costs of collection (including reasonable attorneys' fees), if any, with respect to any assessment which has not been fully paid when due. Such late charges and other costs shall not exceed the permissible amounts provided for in the Act, and shall otherwise comply therewith. All such interest, late charges and other costs shall constitute a lien upon the Unit until fully paid as provided in Section 5.6 above.

In any action brought by the Association to foreclose a lien against a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same, such rent to accrue from the date that the foreclosure decree becomes final until the plaintiff in such foreclosure action regains possession from the Unit Owner.

No suit or other proceeding may be brought by the Association to foreclose the lien for any assessments levied pursuant to the Declaration or these Bylaws except after ten (10) days written notice to the holder of the First Mortgage which is a lien on the Unit that is the subject matter of the proceeding. In the event the VA guarantees any mortgage against a Unit, the Association shall notify the VA in writing prior to instituting any action or proceeding to foreclose the lien for any assessments or charges levied by the Association against such Unit.

Section 5.10. Statement of Common Charges; Resale Certificate. Any owner, first mortgagee or any purchaser in connection with any sale or conveyance of a Unit, shall be entitled to a statement furnished by the Board of Directors setting forth in detail the amount of any unpaid assessments owed by the Unit Owner, and such party shall be entitled to rely on such statement and shall have no liability for, nor shall the Unit be encumbered with, an amount of unpaid assessments accruing prior to the date of such statement which are greater than that shown on such statement. The Board may impose a reasonable fee to furnish this information.

Upon written request by a Unit Owner and receipt of a reasonable fee therefor, the Board of Directors shall furnish a certificate containing the information required by Section 11-135(a) of the Act.

Section 5.11. Insurance. The Board of Directors shall be required to comply with the insurance requirements of the Act and, to the extent not in violation of the Act, shall also comply with the provisions of this Section 5.11.

The Board of Directors shall be required to obtain and maintain a master or blanket type of hazard insurance policy covering the Units and all of the Common Elements that are normally included in a policy of this type, including, but not limited to, fixtures, building service equipment and common personal property and supplies belonging to the Association. The policy must also cover fixtures, equipment and other personal property inside individual Units if such items are typically conveyed as part of the Unit.

The hazard insurance policy shall afford, as a minimum, protection against loss or damage by fire and all other perils normally covered by the standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. The insurance should cover one hundred percent (100%) of the current replacement cost (less a reasonable deductible) of the insured property. Coverage need not include land, foundations, excavations or other items that are usually excluded from insurance coverage. Unless a higher maximum amount is required pursuant to the law of the State of Maryland, the maximum deductible amount for coverage of the Common Elements is the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the policy face amount. The maximum deductible related to coverage on individual Units is the lesser of One Thousand Dollars (\$1,000.00), or one percent of the Unit's replacement cost.

Each hazard insurance policy must be written by a hazard insurance carrier which has a current rating by the Best's Insurance Reports of B or better (or its equivalent), or a rating that meets any other applicable standard established by FNMA. Each insurer must be specifically licensed or authorized by law to transact business within the State of Maryland. The policy contract shall provide that no assessment may be made against the mortgagee, and that any assessment made against others may not become a lien on the mortgaged Unit superior to the First Mortgage.

The hazard insurance policy must provide that the insurance carrier shall notify the Association and each mortgagee named in the mortgagee clause in writing at least thirty (30) days before it cancels or substantially changes the Condominium's coverage. In addition, each Eligible Mortgage Holder shall receive timely written notice of any lapse, material modification or cancellation of any insurance policy covering the Condominium.

All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly acceded by private institutions as mortgage investors in the area in which the mortgaged premises are located and must name as mortgagee either the FNMA or the servicers for the mortgages FNMA holds on Units. The following endorsements are also required: (i) an Inflation Guard Endorsement (if reasonably available); (ii) a Building Ordinance or Law Endorsement if the enforcement of any building, zoning or land use law would result in loss or damage, increased cost of repairs or reconstruction or additional demolition and removal costs; (iii) a Steam Boiler and Machinery Coverage Endorsement if the Condominium has central heating or cooling, which should provide for the insurer's minimum liability per accident per location to be at least equal to the lesser of Two Million Dollars (\$2,000,000.00) or the insurable value of the structure(s) housing the boiler or machinery; and (iv) a Special Condominium Endorsement which provides that any Insurance Trust Agreement will be recognized, the right of subrogation against Unit Owners will be waived, the insurance will not be prejudiced by any acts

or omissions of individual Unit Owners that are not under the control of the Association, and that the policy will be primary, even if a Unit Owner has other insurance that covers the same loss.

If the Condominium is located in a Special Flood Hazard Area designated as A, AE, AH, AO, A1-30, A-99, V, VE, or V1-30 on a Flood Insurance Rate Map, the Association must maintain a "master" or "blanket" policy of flood insurance on the Condominium. The amount of flood insurance shall be at least equal to the lesser of one hundred percent (100%) of the insurable value of all structures and improvements situated in such Special Flood Hazard Area or the maximum coverage available under the applicable National Flood Insurance Administration program. The contents coverage must include one hundred percent (100%) of the insurable value of all contents, including any machinery and equipment that are not part of the building, but which are owned in common by the Unit Owners. Unless a higher deductible amount is required under the laws of the State of Maryland, the maximum deductible amount for flood insurance policies shall be the lesser of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the policy's face amount. The funds to cover this deductible amount should be included in an operating reserve account of the Association.

The Association shall obtain and maintain a commercial general liability policy of insurance covering all of the Common Elements, public ways and any other areas that are under the Association's supervision. The policy shall also cover any commercial space owned by the Association, even if such space is leased to others. The policy should provide coverage for bodily injury (including death) and property damage that results from the operation, maintenance or use of the Common Elements and any legal liability that results from law suits related to employment contracts in which the Association is a party. Supplemental coverage to protect against additional risks should also be obtained, if required by a mortgagee. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association or other Unit Owners. Liability coverage shall be at least One Million Dollars (\$1,000,000.00) per occurrence, for bodily injury and property damage, unless higher amounts of coverage are required by a mortgagee. The liability policy must provide that the insurance carrier shall notify the Association and the holder of a First Mortgage on any Unit in writing at least ten (10) days before it cancels or substantially modifies the Condominium's coverage.

The named insured under all insurance policies shall be "Council of Unit Owners of Bayview Landing Condominium," for the use and benefit of each Unit Owner. The "loss payable" clause should show "Council of Unit Owners of Bayview Landing Condominium," or the Insurance Trustee (as hereinafter defined, if applicable) as a trustee for each Unit Owner and the holder of each Unit's mortgage. The Association shall hold any proceeds of insurance in trust for Unit Owners and their First Mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policies to the extent of the Unit Owner's Percentage Interest in the Common Profits and Common Expenses of the Association. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request. The policies must also contain the standard mortgage clause and must name as mortgagee FNMA or the servicers for the mortgages held by FNMA on Units within the Condominium, FHLMC and/or such other mortgagees as hold mortgages on Units, as well as their successors and assigns.

Notwithstanding any provision of the Declaration or these Bylaws relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any Insurance Trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee, who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. The insurance policy(ies) covering the Condominium obtained by the Association shall provide that any Insurance Trust Agreement will be recognized.

Except to the extent inconsistent with applicable law, each Unit Owner is deemed to appoint the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; and (3) the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

The insurance policy(ies) covering the Condominium obtained by the Association shall provide that (i) the right of subrogation against Unit Owners will be waived, (ii) the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Association, and (iii) the policy(ies) will be primary, even if a Unit Owner has other insurance covering the same loss.

Section 5.12. Repair or Reconstruction After Fire or Other Casualty. Except as hereinafter provided, and as provided in the Act (and inconsistent herewith), in the event of damage to or destruction of the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration thereof (including any damaged Units, and any fixtures, equipment or other property covered by the Association's insurance installed therein on the date of recordation of the Declaration, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures, personal property or equipment installed by Unit Owners in the Units), and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, as provided below.

The Insurance Trustee may rely upon a certificate of the Board of Directors which certifies whether or not the damaged Condominium is to be reconstructed or repaired. The Board of Directors, upon request of the Insurance Trustee, shall deliver such certificate as soon as practicable.

If the damage is only to improvements and betterments installed in the Unit by the Unit Owner, then the Unit Owner shall be responsible for the reconstruction and repair after a casualty and shall be entitled to apply the applicable insurance proceeds thereto. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

Immediately after a casualty causing damage to the Condominium for which the Association has the responsibility of maintenance, repair, and/or replacement, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged portions of

the Condominium in as good a condition as existed before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.

In the event of reconstruction or repair (as estimated by the Board of Directors) which shall exceed Twenty-Five Thousand Dollars (\$25,000.00), all proceeds of insurance shall be paid over to a trust company or bank having trust powers and authorized to engage in the trust business in the State of Maryland (the "Insurance Trustee"), selected by the Board of Directors 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 and which contains, 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 Association, and hereinafter called the "Architect";

(b) any restoration or repair of the project shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by at least fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each First Mortgage owned), and (67%) sixty-seven percent of the owners (other than the sponsor, developer or builder) of the individual condominium units;

(c) each request for an advance of the proceeds of insurance shall be made to the Insurance Trustee and shall be accompanied by a certificate from the Architect and Board of Directors to the effect that (i) all work then completed has been performed in accordance with the plans and specifications; and (ii) the amount requested to be advanced is required to reimburse the Board of Directors for payments previously made by the Board of Directors or is due to the contractor responsible for the restoration or repair, or to subcontractors, material men, 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;

(d) each request for an advance of the proceeds of insurance shall 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, or any part thereof, any mechanics' or other lien, or notice of intention to file the same, which has not been dismissed, bonded, 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 Association 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, as the reconstruction or repair progresses; and

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

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 Board of Directors, shall be considered as one fund and shall be divided among the owners of all the Units in the same proportion as that previously established for ownership of appurtenant undivided interests in the Common Elements, after first paying out of the share of the owner of any Unit (to the extent such payment is required by any lienor and to the extent the same is sufficient for such purpose), all liens upon said Unit.

Section 5.13. Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules adopted by the Board of Directors, or the breach of these Bylaws or of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws, to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any such breach.

Section 5.14. Maintenance and Repair.

(a) By the Association. The Association shall be responsible for the maintenance, repair and replacement of the following, the cost of which shall be charged to all Unit Owners as a Common Expense:

(i) Except as otherwise provided in paragraph (b) of this Section 5.14, all of the General Common Elements (if any), whether located inside or outside of the Units.

(ii) Except as otherwise provided in paragraph (b) of this Section 5.14, the roof and all foundations, bearing walls, columns, girders, beams, and supports that are essential for the structural integrity of the Condominium, even if they occur in whole or in part within the boundaries of any Unit as defined in the Declaration and Condominium Plat.

(iii) Except as otherwise provided in paragraph (b) of this Section 5.14, the components or installations of any central (*i.e.*, upstream of any individual Unit's use and benefit) services and utilities located within the Property such as power, light, gas, water, sewer, telephone, and cable, including any tanks, pumps, motors, fans, compressors, pipes, valves, cables, wires, ducts, controls and other similar equipment to be used in common (unless designated as part of a Unit or as a Limited Common Element pursuant to the Declaration or the Condominium Plat.

(b) By the Unit Owner.

(i) Except for the portions of any Unit required or authorized to be maintained, repaired and replaced by the Association, each Unit Owner shall be responsible for the maintenance, repair and replacement, at his, her, or their expense, of such Unit and all improvements therein and components thereof, including, without limitation, the following: all walls, ceilings, floors, windows and doors (including any and all frames, screens, panes, hinges, sliders, opening and locking hardware, and painting of such windows and doors), interior paint and/or wallpapering, floor coverings, floor and wall tiling, kitchen fixtures and appliances, bathroom fixtures and equipment, air-handling units, heating units, air-conditioning units, fireplaces, lighting fixtures, plumbing (including, but not limited to, the components of any sprinkler system) and electrical appliances and systems, fixtures and parts thereof which are

located solely within the boundary of his, her, or their Unit and/or in a Limited Common Element designated in the Declaration or on the Condominium Plat as being appurtenant to such Unit and which serve such Unit and no other. In the event that any Unit Owner's failure to maintain such Unit as described herein shall cause, or threaten to cause, material harm (which may be economic harm, provided that it is substantial) to any other Unit Owner or to the Association as a whole, the Board of Directors may, at its discretion, undertake the necessary maintenance or repair measures on behalf of the Association, the costs of which shall be recovered through an assessment against such Unit, collectible in the same manner as any other assessment levied by the Association.

(ii) If there shall occur any damage to or destruction of any portion of the Condominium building caused directly by the negligent act or omission, or intentionally wrongful conduct, of any Unit Owner (and/or any tenant or invitee of such Unit Owner), whether within or without such Unit, then such Unit Owner shall reimburse the Association for the cost of any property insurance deductible paid or payable by the Association in an amount not to exceed One Thousand Dollars (\$1,000.00) or such other amount as may be permitted under Section 11-114 of the Act, as amended (the "Deductible Reimbursement"). The Deductible Reimbursement shall be collected by the Association from the Unit Owner obligated to pay such reimbursement in the same manner as set forth in Article 5 of these Bylaws for the collection of common charges. Any property insurance deductible in excess of the Deductible Reimbursement shall be a Common Expense of the Association.

(iii) Each Unit Owner shall perform his or her responsibilities under this Section 5.14 in such a manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of sound quality and done in a workman-like manner.

(d) Mold. According to the U.S. Environmental Protection Agency (the "EPA"), "molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided." U.S. Environmental Protection Agency. A Brief Guide to Mold, Moisture and Your Home (EPA Document 402-K-02-003), 2002. Molds reproduce through airborne mold spores. According to the EPA report, mold may begin growing inside of a home "when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture." The EPA has stated that "moisture control is the key to mold control." According to the EPA, "it is impossible to get rid of all mold and mold spores indoors; some mold spores will be found floating through the air and in house dust." Mold Remediation in Schools and Commercial Buildings (EPA Document 402-K-01-001), 2001. Though the presence of mold inside of the Condominium can never be completely eliminated, positive steps can be taken to reduce the occurrence of mold growth. Sections 5.14(d)(i) and 5.14(d)(ii) below summarize some of the steps recommended by the EPA in the publication A Brief Guide to Mold, Moisture and Your Home (EPA Document 402-K-02-003) which, pursuant to this Section 5.14(d), the Association and the Unit Owners are required to take.

(i) The Association shall regularly clean and repair roof gutters and shall repair any grading which does not slope away from any building foundation. Unit Owners shall use bathroom fans or open bathroom windows when showering, and shall use exhaust fans or open windows whenever cooking, running dishwashers or dishwashing.

(ii) The Association shall take the following steps in all portions of the Condominium it is required to maintain pursuant to Section 5.14(a) and the Unit Owners shall take the following steps in all portions of the Condominium they are required to maintain pursuant to Section 5.14(b):

(1) Water leaks and spills should be cleaned quickly. If wet or damp materials or areas are dried 24 – 48 hours after a leak or spill happens, in most cases mold will not grow.

(2) Air conditioning drip pans should be kept clean and the drain lines unobstructed and flowing properly.

(3) Indoor humidity should be kept low. If possible, below 60 percent (ideally between 30 and 50 percent) relative humidity.

(4) Condensation or moisture collecting on windows, walls or pipes, should be dried quickly. In addition, action should be taken quickly to reduce the moisture/water source causing such condensation.

(5) Appliances that produce moisture, such as clothes dryers, stoves and kerosene heaters should be properly vented to the outside where possible.

(6) Air conditioners and/or de-humidifiers should be utilized when needed.

(7) Cold surfaces, such as cold water pipes, should be covered with insulation.

Unit Owners should consult the publications referenced above for more information on mold. Websites for the U.S. Environmental Protection Agency (www.epa.gov) and the Centers for Disease Control and Prevention (www.cdc.gov) may also contain additional information on this issue.

Section 5.15. Restrictions on Use of Units. In order to provide for the congenial occupancy of the Condominium and for the protection of the values of the Units, the use of the Condominium shall be restricted to and shall be in accordance with the following provisions:

(a) No part of the Condominium shall be used for other than housing and the related common purposes for which the Condominium was designed. Each Unit shall be used for residential purposes and for no other purpose, except that a “professional home office” (as defined below) may be maintained in a Unit, provided that: (i) the Unit Owner pays any increase in the rate of insurance for the Condominium which results from such maintenance and use; (ii) such maintenance and use is limited to persons actually residing in the Unit; (iii) no employees or staff other than persons actually residing in the Unit are utilized; (iv) such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation; (v) such maintenance and use does not involve any visitation of the Unit whatsoever

by clients, customers or suppliers, or door-to-door solicitation of the residents of the Condominium; and (vi) such maintenance and use is consistent with the residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the sole discretion of the Board of Directors. As used in this Section, the term "professional home office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects, accountants and the like, but not including medical or dental clinics, and not including the primary office of such permitted user. The use of any Unit as a professional home office shall not interfere with the quiet enjoyment or comfort of any other Owner, and in no event shall any part of the Condominium be used as a school, or as a music or dance studio. In the event that the Unit Owners vote to eliminate the prohibition on the use of a Unit for a "no-impact home-based business" pursuant to Section 5.24 of these Bylaws, then the foregoing provisions regarding professional home offices shall be superseded to the extent they conflict with the provisions of §11-111.1 of the Maryland Condominium Act regarding no-impact home-based businesses. Nothing contained in this Article 5, or elsewhere in these Bylaws, shall be construed to prohibit the Declarant from the use of any Unit for promotional or display purposes, as a "model home", as a sales and/or construction office, or for any other lawful purpose.

(b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Condominium applicable for residential use without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or upon the Common Elements which will result in the cancellation of insurance on the Condominium, or the contents thereof, or which would be in violation of any law. No waste will be committed upon any Common Elements.

(c) No immoral, improper, offensive, or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to the maintenance and repair of any portion of the Condominium, shall be complied with, by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Condominium.

(d) Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the Condominium, or which would structurally change any building or improvements thereon except as is otherwise provided in these Bylaws, provided, further, that interior partitions contributing to the support of any Unit shall not be altered or removed.

(e) Except for uses permitted by the Declaration or which may not be prohibited pursuant to law, or those commercial uses within the General Common Elements intended for the benefit and enjoyment of all Unit Owners, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium. Except as expressly permitted pursuant to the Maryland Condominium Act, no Unit Owner may post any advertisement, poster or sign of any kind upon the exterior or in

the windows of his, her, or their Unit or upon any of the Common Elements; provided, however, a temporary sign not more than six (6) square feet in size advertising the sale or rental of a Unit shall be permitted. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Unit. The right is reserved by the Declarant or its agents to use any unsold Unit or Units for display purposes and to display "For Sale" or "For Rent" signs for unsold Units; such right to exist for as long as the Declarant owns any Unit.

(f) Except as specifically permitted by applicable federal governmental regulations, no exterior antennas of any type, including, but not limited to, satellite dishes for reception or transmission, may be erected or maintained within the Condominium; provided, however, that satellite dishes not in excess of one (1) meter in diameter are permitted. The Board of Directors may impose reasonable rules and regulations regarding the location and screening of any such satellite dish, subject to applicable governmental regulations. Antennas situated entirely within a Unit, and not visible from the exterior, are permitted.

(g) No transient tenants may be accommodated in any Unit, nor shall any Unit be utilized for hotel purposes. No portion of a Unit (other than the entire Unit) may be rented unless the prior written approval of the Board of Directors is obtained, nor shall the initial term of any Unit lease be less than thirty (30) days. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Act, Declaration and Bylaws and that any failure of the lessee to comply with the terms of such provisions shall be a default under the lease, which default may be remedied by the Unit Owner in accordance with the lease and by the Association, in accordance with the Act. All leases must be in writing. The limitations of this Section shall not apply to any institutional mortgagee of any Unit who comes into possession of the Unit by reason of any remedies provided by law or in the mortgage, or as a result of foreclosure sale or other judicial sale, or as a result of any proceeding, arrangement, assignment, or deed in lieu of foreclosure.

(h) Portions of a Unit that are visible from the exterior of the Unit and the Limited Common Elements (if any) appurtenant thereto must be kept in an orderly condition so as not to detract from the neat appearance of the community. The Board of Directors, in its sole discretion, may determine whether the portions of a Unit visible from the exterior of the Unit and any such Limited Common Elements are "orderly." If an Owner shall fail to comply with the requirements of this subparagraph, the Board of Directors may have any objectionable items removed from the portions of the Unit that are visible from the exterior of the Unit or any such Limited Common Elements so as to restore their orderly appearance, without liability therefor, and charge the Unit Owner for any costs incurred in connection with such removal.

(i) With the exception of lawn care equipment used by the Association, motorized vehicles may only be used or maintained on the roadways within or adjacent to the Condominium and no unlicensed vehicles are allowed within the Condominium.

(j) Trash shall be stored in accordance with county health regulations within the Unit or upon the Common Element site, if any, set aside by the Board of Directors for such storage. Trash shall not be stored or placed in or upon hallways, doorways, patios, terraces, decks or balconies.

(k) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon any Common Elements, except that this shall not prohibit the keeping of a reasonable number of small, orderly house pets provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon any Common Elements except in areas designated by the Board of Directors. All pets shall be accompanied by an adult and are to be carried or leashed. The person accompanying any pet is responsible for the removal and disposal of any solid waste deposited by the pet upon any portion of the Condominium. Any member who keeps or maintains any pet upon any portion of the Condominium shall indemnify and hold the Association, and each of its members free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. The Board of Directors shall have the right to order any person whose pet is a nuisance, as determined by the Board of Directors, to remove such pet from the Condominium.

(l) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any Unit or Common Elements at any time. Outdoor clothes dryers or clotheslines shall not be maintained upon any Unit or Common Elements at any time. No clothing, laundry or the like shall be hung from any part of any Unit or upon any of the Common Elements.

(m) Notwithstanding any provision contained in this Section 5.15 to the contrary, the use and other restrictions set forth in this Section 5.15 shall not apply to the construction or development activities of the Declarant or to the use of the Common Elements and/or Units owned by the Declarant for display, marketing, promotion, sales, rental, leasing or construction purposes or the use of Units as "models", or the use of any portion of the Condominium as a sales, rental or management office.

(p) No Unit Owner shall store, place, attach or install any fixture or item of personal property upon any Common Element without the express prior written consent of the Board of Directors.

Section 5.16. Rules - Adoption and Enforcement. The Board of Directors may, from time to time, enact uniform Rules which govern the use and operation of the Condominium, as well as the conduct and the enjoyment of the Unit Owners, provided that such Rules are not in conflict with the Declaration or these Bylaws, and provided further that such Rules are adopted in accordance with the Act and the following procedures:

(a) At least fifteen (15) days prior to the adoption of any proposed new Rule, a notice must be mailed or delivered to each Unit Owner. The notice shall (i) contain a copy of the proposed Rule, (ii) inform the Unit Owner of the right to submit written comments on the proposed Rule to the Board of Directors, (iii) state the effective date of the proposed Rule, and (iv) inform the Unit Owner of the meeting of the Board of Directors which has been scheduled to consider and adopt the proposed Rule.

(b) Provided that the notice set forth in Section 5.16(a) of this Article 5 is mailed or delivered to each Unit Owner, an open meeting of the Board of Directors shall be held

at which each Unit Owner or tenant present at such meeting shall be given an opportunity to comment on the proposed Rule.

(c) If a majority of the members of the Board of Directors present at the open meeting at which a quorum is present vote in favor of the proposed Rule, such proposed rule shall become effective upon its effective date unless (i) within fifteen (15) days after the affirmative vote, fifteen percent (15%) of the Unit Owners sign and file a petition with the Board of Directors requesting a special meeting, and (ii) a quorum is present at such special meeting, and (iii) at such special meeting fifty percent (50%) of the Unit Owners present and voting vote against the proposed Rule and such Unit Owners represent more than thirty-three percent (33%) of the total votes in the Condominium. A special meeting held in accordance with the foregoing shall be held (i) after the Unit Owners and mortgagees have at least fifteen (15) days written notice of the meeting, and (ii) within thirty (30) days after the petition is received by the Board of Directors.

Section 5.17. Additions, Renovations, Alterations or Improvements by Board of Directors. Whenever, in the judgment of the Board of Directors, the Common Elements shall require additions, renovations, alterations or improvements costing in excess of Five Thousand Dollars (\$5,000.00), and the making of such additions, renovations, alterations or improvements shall have been approved by a majority of the Unit Owners, the Board of Directors shall proceed with such additions, renovations, alterations or improvements and may assess the Unit Owners for the cost thereof as a Common Expense. If such additions, renovations, alterations or improvements, if not made, could reasonably result in a threat to the health or safety of the Unit Owners or a significant risk of damage to the Condominium, then such additions, renovations, alterations or improvements may be made without the prior approval of Unit Owners. Any additions, renovations, alterations or improvements costing Five Thousand Dollars (\$5,000.00) or less may be made by the Board of Directors without approval of the Unit Owners, provided said Unit Owners are given at least ten (10) days written notice of a special meeting at which such additions, renovations, alterations, or improvements are approved by an amendment to the budget by the Board of Directors. The cost of any such additions, renovations, alterations or improvements shall constitute a Common Expense. Any provision of the foregoing to the contrary notwithstanding, any expenditure of funds from any reserve established by the Board of Directors for the normal care, upkeep, repair, maintenance or replacement of the existing Common Elements pursuant to the terms of these Bylaws shall not require the consent or approval of the Unit Owners under this Section, provided that such expenditures shall otherwise be subject to the Declaration and other applicable provisions of these Bylaws.

Section 5.18. Architectural Control. Except for purposes of proper maintenance and repair or as otherwise permitted or required by law or these Bylaws and subject to the exemption set forth in Section 5.23 below, it shall be prohibited for any Unit Owner to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, walls, signs, exterior antennas (except as specifically permitted by applicable federal governmental regulations), radio broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, terraces, decks, balconies, or porches, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any Unit or the Common Elements within the Condominium or to combine or otherwise join two (2) or more Units (or parts thereof), or to partition the same, or to remove or alter any window or exterior doors of any Unit, or to make any change or alteration within any

Unit which will alter the structural integrity of any 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 complete plans and specifications, showing the nature, kind, shape, materials and location of the same (including, without limitation, any other materials and information as may be 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 and harmony of design, color and location in relation to surrounding structures and topography, by the Board of Directors. In the event the Board of Directors fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Section 5.18 within forty-five (45) days after such plans and specifications (and all other materials and information as may be required by the Board of Directors) have been submitted to it in writing, then approval will not be required and this Section 5.18 will be deemed to have been fully complied with. Approval by the Board of Directors shall in no way be construed as a representation or warranty of the Board of Directors as to the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed, nor shall such approval be substituted in lieu of applicable governmental approvals and permits or be deemed to constitute a determination as to compliance with local zoning ordinances, governmental guidelines or restrictions. The decision of the Board of Directors shall be final, except that any Unit Owner who is aggrieved by any action or forbearance from action by the Board of Directors with respect to any architectural control matter shall be entitled to a hearing before the Board of Directors.

Section 5.19. Construction Following Architectural Approval. Construction of alterations in accordance with plans and specifications approved by the Board of Directors pursuant to the provisions of this Article 5 shall be commenced within six (6) months following the approval date (whether by affirmative action or by forbearance from action), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period, if any, as the Board of Directors shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Board of Directors shall be conclusively deemed to have lapsed and compliance with the provisions of this Article 5 shall again be required. There shall be no deviations from plans and specifications approved by the Board of Directors without the prior consent in writing of the Board of Directors. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Board of Directors 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 5.20. Certificate of Compliance. Upon the completion of any construction, alteration or other improvements or structures in accordance with plans and specifications approved by the Board of Directors in accordance with the provisions of this Article 5, the Board of Directors 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 or structures referenced in such certificate have been approved by the Board of Directors and constructed or installed in full compliance with the provisions of this Article 5 and with such other provisions and requirements of these Bylaws as may be applicable.

Section 5.21. No-Impact Home-Based Business. The use of any Unit within the Condominium as a “no-impact home-based business”, as defined in §11-111.1 of the Maryland Condominium Act, is prohibited. This provision may not be enforced unless approved by a simple majority of the total eligible voters of the Condominium under the voting procedures contained in the Declaration or these Bylaws. The foregoing prohibition may be eliminated and no-impact home-based businesses approved by the vote of a majority of the Unit Owners at any regular or special meeting of the Association duly called for this purpose. In the event that no-impact home-based businesses are hereafter approved by the Unit Owners pursuant to this Section 5.21, the following conditions shall be required and enforced:

(a) Before any Unit may be operated as a no-impact home-based business the Owner and/or resident of such Unit shall notify the Board of Directors, in writing, at least thirty (30) days prior to the opening of the no-impact home-based business.

(b) No activities associated with any no-impact home-based business may be conducted upon any Common Elements.

Section 5.22. Family Day Care. The use of any Unit within the Property as a “family day care home”, as defined in §11-111.1 of the Maryland Condominium Act, is prohibited. This provision may not be enforced unless approved by a simple majority of the total eligible voters of the Condominium under the voting procedures contained in the Declaration or these Bylaws. The foregoing prohibition may be eliminated and family day care homes approved by the vote of a majority of Unit Owners at any regular or special meeting of the Association duly called for this purpose. In the event that family day care homes are approved by the Unit Owners pursuant to this Section, family day care homes shall be permitted within the Property, subject to the following:

(a) The percentage of family day care homes permitted within the Property shall not be more than the seven and one-half percent (7.5%) of the total number of Units within the Property.

(b) Each “day care provider”, as defined in §11-111.1 of the Maryland Condominium Act, operating a family day care home within the Property shall pay, on a pro-rata basis (based on the total number of family day care homes operating within the Property), any increase in insurance costs incurred by the Association that is solely and directly attributable to the operation of family day care homes within the Property.

(c) The Association may impose a reasonable fee not to exceed Fifty Dollars (\$50.00) per year on each family day care home for the use of the Common Elements of the Condominium.

(d) Before any Unit may be operated as a family day care home the Owner and/or resident of such Unit shall notify the Association, in writing, at least thirty (30) days prior to the opening of the family day care home.

(e) Each day care provider operating a family day care home within the Property shall obtain the liability insurance described under §19-106 and §19-202 of Title 19, Insurance Article, *Annotated Code of Maryland* (1999 Supplement), as amended, in at least the

minimum amount described under that statute, and shall not operate unless such minimum liability insurance is in effect at all times.

Section 5.23. Declarant's Exemption. Notwithstanding any provision of Sections 5.18 through 5.22 of this Article 5 to the contrary, the provisions of said Sections 5.18 through 5.22 shall not apply to a Unit owned by the Declarant or its designee which is used as a model or is being or will be offered for sale by the Declarant until a deed to such Unit has been delivered by the Declarant to a purchaser thereof. Further, the aforesaid provisions shall not apply to the Declarant's actions with respect to the Common Elements of the Condominium until the completion of the Declarant's construction thereof, as well as the completion of Declarant's development, marketing, sales, management and leasing activities regarding the Property.

Section 5.24. Right of Access. All Unit Owners hereby grant a right of access to their Units to the managing agent and/or such other persons as may be authorized by the Board of Directors or the managing agent for the purpose of making necessary inspections of the Common Elements and for the purpose of performing installations, alterations or repairs to the mechanical and electrical services and other Common Elements in their Units or elsewhere in the Condominium, and to correct any condition which violates the provisions of any mortgage covering a Unit, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

ARTICLE 6

MORTGAGES

Section 6.1. Notice to Board of Directors. A Unit Owner who mortgages his or her Unit shall notify the Board of Directors in writing of the name and address of his or her mortgagee. The Board of Directors shall maintain such information in a book entitled "Mortgages of Units".

Section 6.2. Examination of Books. Each Unit Owner, contract purchaser of a Unit and each mortgagee of a Unit shall be permitted to examine the books and records of the Association at reasonable times on business days.

Section 6.3. Notice of Loss to or Taking of Common Elements. The Board of Directors shall give written notice to Eligible Mortgage Holders who have requested such notice of any condemnation or casualty loss which affects a material portion of the Condominium or any Unit on which a First Mortgage is held, insured or guaranteed by such Eligible Mortgage Holder of any Unit or the Common Elements or related facilities of the Condominium.

Section 6.4. Financial Statement. The Association shall provide any Eligible Mortgage Holder who submits a written request, a copy of an annual financial statement for the preceding fiscal year of the Association within ninety (90) days following the end of such fiscal year. Such financial statement shall be audited by an independent certified public accountant if the Eligible Mortgage Holder bears the cost of the audit.

Section 6.5. Definition. As used in these Bylaws, the term "mortgagee" shall mean any mortgagee or trustee under a deed of trust which is a lien upon a Unit, or the party secured or

beneficiary of any recorded deed of trust, and shall not be limited to institutional mortgagees; and the term "mortgage" shall include a deed of trust. As used generally in these Bylaws, the term "institutional holder" or "institutional mortgagee" shall include banks, trust companies, insurance companies, mutual savings banks, mortgage insurance companies, mortgage companies, credit unions, savings and loan associations, pension funds, FNMA, FHLMC, and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof. "First Mortgage" shall mean a mortgage with priority over all other mortgages. As used in these Bylaws, the term "Eligible Mortgage Holder" shall mean a holder, insurer or guarantor of a First Mortgage on a unit who has requested notice from the Association of amendments to the condominium documents or other significant matters which would affect the interests of the mortgagee.

Section 6.6. Percentage of Eligible Mortgage Holders. Wherever in the Declaration or these Bylaws the approval or consent of a specified percentage of Eligible Mortgage Holders is required, it shall mean the approval or consent of Eligible Mortgage Holders holding security interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association as compared to the total allocated to all Units then subject to security interests held by Eligible Mortgage Holders. An Eligible Mortgage Holder who is notified of any proposed amendment(s) to the condominium documents or other matter for which it is entitled to notice as provided in the Declaration or these Bylaws (such notice to be delivered by certified or registered mail, return receipt requested), and which fails to respond within sixty (60) days of receipt of such notice shall be deemed to have consented to the proposed amendment(s) or other matter which the Eligible Mortgage Holder was provided notice of.

Section 6.7. Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgage Holder of (and each Unit Owner hereby consents to, and authorizes such notice):

(a) Any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit subject to a First Mortgage or security interest held, insured, or guaranteed by such Eligible Mortgage Holder.

(b) Any delinquency in the payment of Common Expense assessments or charges owed by a Unit Owner whose Unit is subject to a First Mortgage or security interest held, insured, or guaranteed, by such Eligible Mortgage Holder which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity insurance maintained by the Association.

(d) Any proposed amendment to the Declaration, these Bylaws or Condominium Plat effecting a change in the purposes to which any Unit or the Common Elements are restricted.

(e) Any proposed termination of the Condominium.

(f) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in Section 8.5 of the Declaration.

To be entitled to receive notice of the foregoing, the Eligible Mortgage Holder must send a written request to the Association, stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guarantees) the mortgage.

Section 6.8. Development Rights. No development rights may be voluntarily abandoned or terminated by the Declarant unless all persons holding security interests in the development rights consent to the abandonment or termination.

Section 6.9. Enforcement. The provisions of this Article 6 are for the benefit of Eligible Mortgage Holders and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 6.10. Attendance at Meetings. Any representative of an Eligible Mortgage Holder may attend and address any meeting which a Unit Owner may attend.

ARTICLE 7

SALES AND MORTGAGES OF UNITS

Section 7.1. Sales. A Unit Owner may sell, convey or otherwise transfer his or her Unit, or any interest therein, without the consent of the Association.

Section 7.2. No Severance of Ownership. Except as may be provided in the Act, no Unit Owner shall execute any lease, mortgage or other instrument conveying or mortgaging title to his or her Unit without including therein the appurtenant Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such lease, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant Common Elements of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant Common Elements of all Units.

ARTICLE 8

CONDEMNATION

In the event of a taking in condemnation (or by purchase in lieu thereof) of a Unit or any part thereof or of part or all of the Common Elements, the Association is hereby appointed by each Unit Owner as its attorney-in-fact in any proceedings, negotiations, settlements or agreements related to such condemnation (or purchase in lieu thereof). Any proceeds from the settlement of such condemnation (or purchase in lieu thereof) shall be payable to the Association, or an Insurance Trustee (if an Insurance Trustee is appointed by the Association) for the benefit of the Unit Owners and their mortgage holders. Any distribution of funds in connection with the termination of the Condominium shall be made in accordance with the Act.

ARTICLE 9
RECORDS AND AUDITS

The Board of Directors or the managing agent shall keep books and records in accordance with good accounting practices on a consistent basis. In addition to the provisions of Section 6.4 of these Bylaws, on the request of the Unit Owners of at least five percent (5%) of the Units, an audit by an independent Certified Public Accountant shall be made, provided an audit shall be made not more than once in any consecutive twelve (12)-month period. The cost of such audit shall be a Common Expense. Every record kept by the Association and current copies of the Declaration, Bylaws and Rules (if any) of the Association shall be available in accordance with the Act and these Bylaws for examination and copying by any Unit Owner, contract purchaser of a Unit and mortgagee of a Unit (and insurers and guarantors of First Mortgages secured by a Unit or Units), and their respective duly authorized agents or attorneys, during normal business hours and after reasonable notice.

ARTICLE 10
EASEMENTS FOR UTILITIES AND RELATED PURPOSES

Subject to the requirements of Section 11-125 of the Act, the Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements, leases and/or rights-of-way for sewer lines, water lines, electrical cables, cable television, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the Condominium as may be considered necessary or appropriate by the Board of Directors for the orderly maintenance, preservation, and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and/or welfare of the owners of the Units or the Declarant and/or as required by the Declaration. The Association shall have the power to grant such licenses, easements, leases and rights-of-way as set forth in Section 11-125 of the Act.

ARTICLE 11
DISPUTE RESOLUTION; ARBITRATION

Section 11.1. Claim Notice; Inspection. Every claim against the Declarant (including any of the Declarant's employees, agents or contractors) by the Association and/or any Unit Owner or Unit Owners (the "Claimant") regarding the design, construction, or warranty of the Common Elements, any Unit or other portion of the Condominium shall be resolved pursuant to the requirements of this Article 11. Should the Claimant fail to follow the procedures set forth in Section 11.1 or 11.2, the Declarant may demand binding arbitration as set forth in Section 11.3. Should the Declarant fail to follow the procedures set forth in Sections 11.1 or 11.2, either the Declarant or the Claimant may demand binding arbitration as set forth in Section 11.3.

(a) The Claimant shall make a prudent and reasonable attempt to mail or otherwise deliver written notice to the Declarant specifying the defect or defects that are the subject of its claim, including identification of all Common Elements and other portions of the Condominium that have manifested damage or otherwise indicate existence of a defect (the "Claim Notice").

(b) Within twenty (20) days after the receipt of the Claim Notice, the Declarant may make a written request to the Claimant to inspect those portions of the Condominium identified in the Claim Notice (the "Inspection Request").

(c) Within ten (10) days after receipt of the Inspection Request, the Claimant shall make available for inspection all portions of the Condominium identified in the Claim Notice during normal working hours or other mutually agreed upon times. If necessary, interior inspections of Units shall occur only during normal business hours or other mutually agreed upon times, only upon prior notice to the Owner or occupant of the Unit, and only with the consent of the Owner of the Unit, which consent may not be unreasonably withheld or delayed.

(d) Such inspection shall be completed within fifteen (15) days after the date the portions of the Condominium identified in the Claim Notice are made available to the Declarant by the Claimant for inspection; provided, however, that if such inspection is not reasonably capable of being completed within such fifteen (15) day period, and provided further that the Declarant commences good faith efforts to commence such inspection within such fifteen day (15) day period and thereafter diligently prosecutes such efforts to completion, such fifteen (15) day period shall be extended for the period of time reasonably necessary for the Declarant to commence and complete such inspection. The Declarant shall pay all costs of such inspection, shall restore such portions of the Condominium as Declarant shall inspect to the condition that existed immediately before such inspection within five (5) days after the completion of such inspection, and shall indemnify the Claimant for any and all damages resulting from such inspection; provided, however, that if such restoration is not reasonably capable of being completed within such five (5) day period, and provided further that the Declarant commences good faith efforts to commence such restoration within such five (5) day period and thereafter diligently prosecutes such efforts to completion, such five (5) day period shall be extended for the period of time reasonably necessary for the Declarant to commence and complete such restoration.

Section 11.2. Settlement Statement; Conference.

(a) Within fifteen (15) days after completion of the inspection under Section 11.1 above, the Declarant shall submit a written statement to the Claimant stating the Declarant's proposed settlement of the claim or claims identified in the Claim Notice, and stating whether the Declarant proposes to do any remedial work, pay the Claimant a cash amount, or both (the "Settlement Statement").

(b) If the Declarant delivers a timely Settlement Statement, then within fifteen (15) days after receipt of the Settlement Statement, the Unit Owner or at least a majority of the Board of Directors (if the Claimant is the Association) shall hold a settlement conference with the Declarant to discuss the claim or claims identified in the Claim Notice and the proposed settlement stated in the Settlement Statement (the "Settlement Conference"). The Claimant and the Declarant may be represented at the Settlement Conference, and any mutually agreed upon continuation thereof, by attorneys and consultants.

(c) If a settlement of the claim or claims identified in the Claim Notice is not reached within fifteen (15) days after the Settlement Conference, or any mutually agreed upon

continuation thereof, the Claimant or the Declarant may deliver to the other party a written demand for binding arbitration as set forth in Section 11.3.

(d) Any notice, request, statement, or other communication required to be sent to the Declarant or the Association under this Article 11 shall be sent in accordance with Section 12.1 hereof.

Section 11.3. Arbitration.

(a) Every claim against the Declarant (including any of the Declarant's employees, agents or contractors) by a Claimant regarding the design, construction, or warranty of the Common Elements, any Unit or other portion of the Condominium which has not been resolved pursuant to Sections 11.1 and Section 11.2 above shall be submitted to binding arbitration in accordance with this Section 11.3, unless the parties to such dispute agree otherwise in writing.

(b) Either party may commence the arbitration process called for in this Section by filing a written demand for arbitration with the other party. The arbitration shall be conducted at a location in the City of Baltimore, Maryland, or in the immediately surrounding metropolitan area, as determined by an arbitrator appointed in accordance with the Commercial Arbitration Rules of the American Arbitration Association or appointed in such other manner as may be agreed upon by all parties (the "Arbitrator"). The arbitration will be administered in accordance with the provisions of the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of filing of the demand for arbitration, or such other rules and procedures that are agreed to by all parties. The parties covenant and agree that they will participate in the arbitration in good faith and that they will share equally in the fees and expenses of the Arbitrator. Should any Claimant commence legal action in a court in violation of this Article 11, Declarant shall have the right to have such legal action dismissed and to recover the cost of obtaining such dismissal.

(c) The Arbitrator shall determine which is the prevailing party and shall include in the award payment by the non-prevailing party of the prevailing party's reasonable attorneys' fees and expenses. The provisions of this Section 11.3 and any judgment rendered by the Arbitrator may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

(d) EACH CLAIMANT COVENANTS AND AGREES TO HAVE ALL DISPUTES COVERED BY THIS ARTICLE 11 DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THIS SECTION 11.3 AND RELINQUISHES ANY AND ALL RIGHTS THAT MAY BE AVAILABLE TO HAVE SUCH MATTERS LITIGATED IN A COURT OR BY JURY TRIAL, INCLUDING JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. THE REFUSAL BY A PARTY TO SUBMIT TO ARBITRATION IN ACCORDANCE WITH THIS SECTION 11.3 MAY RESULT IN THE PARTY BEING COMPELLED TO ARBITRATE UNDER FEDERAL OR STATE LAW.

Section 11.4. Statute of Limitations; Tolling.

(a) Delivery of the Claim Notice to the Declarant shall, upon receipt by the Declarant, toll any applicable statutes of limitations regarding the claim or claims identified in the Claim Notice for the period of time specified in this Section, except for any statutes of limitations that have already expired pursuant to applicable law.

(b) If the Declarant fails to deliver a timely Inspection Request, the tolling of applicable statutes of limitations provided for by this Section shall cease on the twentieth (20th) day after delivery of the Claim Notice. In all other cases the tolling of applicable statutes of limitations provided for in this Section shall cease on the first to occur of (i) the twentieth (20th) day after the Declarant's failure to deliver a timely Settlement Statement, (ii) the twentieth (20th) day after the Settlement Conference, or any mutually agreed upon continuation thereof.

Section 11.5. Amendment. Any provision of these Bylaws or the Declaration to the contrary notwithstanding, no amendment to this Article shall be made without the prior written consent of the Declarant, which consent shall be recorded among the Land Records of Baltimore City, Maryland; provided, however, that the Association and the Declarant may mutually agree, in writing, to modify or excuse any of the conditions or time periods set forth in this Article.

ARTICLE 12
MISCELLANEOUS

Section 12.1. Notices; Action. All notices hereunder to the Association or the Board of Directors shall be sent by personal delivery with a signed receipt, or by first-class registered or certified mail, return receipt requested, postage prepaid, to the Board of Directors or managing agent (if any), to the mailing address specified in these Bylaws. All notices hereunder to any Unit Owner shall be sent by mail or personally delivered to the address as may have been designated by such Unit Owner from time to time, in writing, for inclusion on the Roster. All notices hereunder to mortgagees of Units shall be sent by first-class mail or personally delivered to their respective addresses as designated by them from time to time, in writing, to the Board of Directors. All notices hereunder to the Declarant shall be sent by personal delivery with a signed receipt, or by first-class registered or certified mail, return receipt requested, postage prepaid, to:

Declarant: Bayview Landing, LLC
Attention: Rodney Bailey, Manager

with a copy to: Heise & Heise, LLP, Attorneys At Law
Attention: James T. Heise, Esquire
3218 Eastern Avenue
Baltimore, MD 21224

Any notice hereunder may also be sent by facsimile (provided the original is, on the same day, sent to the addressee by one of the other methods of delivery set forth in this Section). All notices shall be in writing and shall be deemed to have been given (i) when delivered if by personal delivery, (ii) on the date evidenced by the return receipt if by registered or certified

mail, or (iii) three (3) days after mailing, if mailed by first-class or other mail, postage prepaid; provided, however, that all notices of a change of address shall be deemed to have been given when received. The parties shall be responsible for notifying each other of any change of address. If any date upon which action is required under these Bylaws shall be a Saturday, Sunday or legal holiday, the date for such action shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday.

Section 12.2. Invalidity. The provisions of these Bylaws shall be severable, and the invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 12.3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 12.4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires, and vice versa.

Section 12.5. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 12.6. Amendments to Bylaws. Except as provided elsewhere herein or in the Declaration, these Bylaws may be modified or amended in accordance with Section 11-104(e) of the Act.

Section 12.7. Conflicts. In case any part of these Bylaws conflict with the Act and/or the Declaration, the provisions of the Act and/or Declaration as the case may be, shall control.

END OF BYLAWS

DECLARANT:

Bayview Landing, LLC,
a Maryland limited liability company

By: [Signature] [SEAL]
Rodney Bailey, Manager

STATE OF MARYLAND)
)
COUNTY OF BALTIMORE) to wit:

I, JAMES T. HEISE, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that on this 20th day of MAY, 2008, Rodney Bailey, Manager of Bayview Landing, LLC, a Maryland limited liability company, named as the Declarant of Hanover and Fort Condominium in the foregoing and hereto attached instrument, personally appeared before me in said jurisdiction and, being personally known to me (or satisfactorily proven) to be the person who executed the said instrument, did acknowledge said instrument as his free and voluntary act and deed, acting in such capacity, and that he was duly authorized to execute said instrument as the act and deed of the Declarant, and that he executed said instrument for the purposes therein contained.



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

[Signature]
Notary Public

My Commission Expires: 8-18-2011

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IMP PD SURF \$	29.00
RECORDING FEE	75.00
TOTAL	104.00
Rec'd 02/19	Rec'd 4/22/09
FMC CB	RLK 4/21/8
MAY 21, 2008	10:20 AM

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