

"EXHIBIT B"
BYLAWS
MARYLAND MUTUAL NO. TEN, INC.

ARTICLE I

Name and Location

Section 1. Name and Location. The name of the Council of Unit Owners is Maryland Mutual No. Ten, Inc. Its principal office and mailing address is as follows: 3701 Rossmoor Boulevard, Silver Spring, Maryland, 20906.

ARTICLE II

Definitions

Section 1. Declaration. "Declaration" as used herein, refers to the Master Deed made the 7th day of October, 1971, by the Declarant therein identified, pursuant to Title 11, Section 11-101 et. seq. of the Real Property Volume of the Annotated Code of Maryland (1974 ed., as amended), by which certain described premises (including land) are submitted to a condominium property regime and which Declaration is recorded among the Land Records for Montgomery County, Maryland, immediately prior hereto and to which these By-Laws are appended as an Exhibit.

Section 2. Mortgagee. "Mortgagee" as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the units in the condominium. "Mortgage," as used herein, shall include deed of trust. "First mortgage," as used herein, shall mean a mortgage with priority over other mortgages. As used in these By-Laws, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in these By-Laws, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency of department of the United States Government or of any state or municipal government.

Section 3. Other Definitions. The following words have the meanings indicated unless otherwise apparent from context:

- (a) "Common elements" means all of the condominium except the units.
 - (i) "Limited common elements" means those common elements identified in the declaration or on the condominium plat as reserved for the exclusive use of one or more but less than all of the unit owners.
 - (ii) "General common elements" means all the common elements except the limited common elements.
- (b) "Common expenses and common profits" means the expenses and profits of the Council of Unit Owners.
- (c) "Condominium" means property subject to the condominium regime established under this title.
- (d) "Council of Unit Owners" means the legal entity described in Section 11-109 of the Annotated Code of Maryland (1974 Supplement). This term shall mean and be the same as the term "Corporation."
- (e) "Developer" means any person who subjects his property to the condominium regime established by this title.
- (f) "Percentage interests" means the interests, expressed as a percentage, fraction or proportion, established in accordance with Section 11-107.
- (g) "Property" means unimproved land, land together with improvements on it or improvements without the underlying land. Property may consist of noncontiguous parcels or improvements.
- (h) "Roster" means the names and addresses of each unit owner and member of the Council of Unit Owners.
- (i) "Unit" means a three dimensional area identified as such in the Declaration and on the condominium plat and shall include all improvements contained within the area except those excluded in the Declaration. A unit may include two of (or) more non-contiguous areas.
- (j) "Unit owner" means the person, or combination of persons, who hold legal title to a unit. No mortgagee, as such, may be deemed a unit owner. Wherever used herein the term "Member" shall mean and be the same as and include the term "unit owner" and "unit owner" shall mean and be the same as and include the term "member."

(k) "Other terms". Unless it is plainly evident from the context that a different meaning is intended, all the terms used herein shall have the meaning as they are defined to have in the Declaration or under applicable provisions of Maryland Law.

ARTICLE III

Membership

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

Section 2. Membership Certificates. In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Council of Unit owners is organized under the laws of the state of Maryland, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the condominium unit to which such membership is appurtenant. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary of the Council of Unit Owners and shall be sealed with the seal of the Council of Unit Owners, if any. Such signatures and seal may be original or facsimile.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Council of Unit Owners and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the unit owner claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder or holders of such lost or destroyed certificate or certificates, or his legal

representative, to advertise the same in such manner as the Board of Directors shall require and to give the Council of Unit Owners a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Council of Unit Owners.

Section 4. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Council of Unit Owners, each member of the Council of Unit Owners shall be entitled to receive out of the assets of the Council of Unit Owners available for distribution to the members an amount equal to that proportion of such assets which the value of his condominium unit bears to the value of the entire condominium, as set forth in "Exhibit C" to the aforementioned Declaration.

ARTICLE IV

Meetings of Unit Owners

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

Section 2. Annual Meetings. The annual meetings of the members of the Council of Unit Owners shall be held on the 3rd Tuesday in April of each succeeding year or at such other time within one week prior to or one week following the third Tuesday in April as the Board of Directors may decide for good cause. At such meeting there shall be elected by ballot of the unit owners a Board of Directors in accordance with the requirements of Section 4 of Article V of these By-Laws. The unit owners may also transact such other business of the Council of Unit Owners as may properly come before them.

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Liber 6898
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Amended
4/20/82
Liber 5911
Folio 702

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by unit owners representing at least twenty percent (20%) of the total value of the condominium having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the unit owners present, either in person or by proxy.

Section 4. Roster of Unit Owners. The Council of Unit Owners shall maintain a current roster of the names and addresses of each unit owner to which written notice of meetings of the Council of Unit Owners shall be delivered or mailed. Each unit owner shall furnish the Council of Unit Owners with his name and current mailing address. No unit owner may vote at meetings of the Council of Unit Owners until this information is furnished.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail or otherwise deliver a notice of each annual and special meeting of the Council of Unit Owners, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner at his address as it appears on the roster of unit owners maintained by the Council of Unit Owners, or if no such address appears, at his last known place of address or at his unit, at least fifteen (15) but not more than ninety (90) days prior to such meeting. Notice by either such method shall be considered as notice served and proof of such notice shall be made by the affidavit of the person giving such notice. Attendance by a unit owner at any annual or special meeting shall be a waiver of notice by him of the time, place, and purpose thereof. Notice of any annual or special meeting of the unit owners may also be waived by any unit owner either prior to, at or after any such meeting

Section 6. Quorum. The presence, either in person or by proxy, of unit owners representing at least fifty-one percent (51%) of the total votes of the Council of Unit Owners shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of members.

Section 7. Adjourned Meetings. If any meetings of unit owners cannot be organized or continued because a quorum has not attended, the unit owners who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 8. Voting. The percentages established in "EXHIBIT C" to the Declaration shall be applicable to voting rights. At every meeting of the unit owners, each of the unit owners shall have the right to cast a vote based upon the percentages established in "EXHIBIT C" of the Declaration for each membership which he owns on each question. The vote of the unit owners, present and representing fifty-one percent (51%) of those present and

voting, in person, or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provisions of statute or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. No unit owner shall be eligible to vote or to be elected to the Board of Directors who is shown on the books or management accounts of the Council of Unit Owners to be more than sixty (60) days delinquent in payment due the Council of Unit Owners or who has a recorded statement of condominium lien on his unit and the amount necessary to release the lien has not been paid at the time of the meeting. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless an objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any unit who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding the question. In the event any unit is owned by a corporation, then the vote for the membership appurtenant to such unit shall be cast by a person designated in a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of such Council of Unit Owners and filed with the Secretary of the Council of Unit Owners prior to the meeting.

Section 9. Proxies. A unit owner may appoint any other unit owner as his proxy, or his duly authorized legal representative may act as his proxy, but no other person may be appointed as a proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors at or before the appointed time of each meeting. Unless limited by its terms any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the unit owner; provided, however, that no proxy is effective for a period in excess of one hundred (180) days.

Section 10. Order of Business. The order of business at all annual meetings of the unit owners of the Council of Unit Owners shall include at least the following

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver.
- (c) Reading and disposal of minutes of preceding meeting, if any.
- (d) Report of officers, if any.
- (e) Report of committees, if any.

- (f) Election or appointment of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business
- (i) New business
- (j) Adjournment

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

Section 11. Rules of Order and Procedure. The rules of order and all other matters of procedure at all annual and special meetings of the unit owners shall be determined by the Chairman of such meeting, in accordance with the current edition of Robert's Rule of Order.

Section 12. Inspectors of Election. The Board of Directors may, in advance of any annual or special meeting of the unit owners, appoint an uneven number of one or more inspectors of election to act at the meeting and at any adjournment thereof. In the event inspectors are not so appointed, the Chairman of any annual or special meeting of unit owners may appoint such inspectors of election. Each inspector so appointed, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector of election at such meeting. The oath so taken shall be filed with the Secretary of the Council of Unit Owners. No officer or director of the Council of Unit Owners, and no candidate for Director of the Council of Unit Owners, shall act as an inspector of election at any meeting of the unit owners if one of the purposes of such meeting is to elect Directors. Except in the case of the election of directors, which shall be counted by the Inspectors of Election provided in Section 12 of this Article, all votes at annual and special meetings shall, at the discretion of the Chairman of the meeting, be counted either by the Chairman of the meeting, or by a person designated by him, or by three or more supervisors of election selected by the Chairman and confirmed by voice vote of the members.

ARTICLE V

Directors

Section 1. Directors, Number and Qualification. The affairs of the council of Unit Owners shall be governed by a Board of Directors composed of an uneven number of at least three (3) natural persons and not more than seven (7) natural persons, all of whom shall be unit owners. The number of Directors shall be determined by a vote of the unit owners at an annual meeting. The number of Directors

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may be changed by a vote of the unit owners at any annual or special meeting of the unit owners; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director.

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Section 2. Powers and Duties. The powers and duties of the Board of Directors shall include but not be limited to:

- (a) care, upkeep and surveillance of the condominium and its general and limited common elements and services in a manner consistent with law and the provisions of these By-Laws and the Declaration;
- (b) establishment, collection, use, and expenditure of assessments and carrying charges from the unit owners and the assessment, the filing and enforcement of Statement of Condominium Liens therefore in a manner consistent with law and the provisions of these By-Laws and the Declaration;
- (c) designation, hiring and dismissal of the personnel necessary for the good working order of the condominium and for the proper care of the common elements and providing services for the condominium in a manner consistent with law and the provisions of these By-Laws and the Declaration;
- (d) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the condominium and the use of the general and limited common elements and as are designated to prevent unreasonable interference with the use and occupancy of the condominium and of the general and limited common elements by the unit owners and others, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration;
- (e) authorization, in their discretion, of the payment of patronage refunds from residual receipts or common profits when as reflected in the annual report;
- (f) entering into agreements whereby the Council of Unit Owners acquires leaseholds, memberships and other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the unit owners and declaring expenses incurred in connection therewith to be common expenses of the Council of Unit Owners;

- (g) purchasing insurance upon the condominium in the manner provided for in Article XIII of these By-Laws;
- (h) repairing, restoring or reconstructing all or any part part of the condominium after any casualty loss in a manner consistent with law and the provisions of these By-Laws and otherwise improve the condominium;
- (i) leasing, granting licenses, easements, rights-of-way, and other rights of use in all or any part of the common elements of the condominium;
- (j) purchasing units in the condominium and leasing, mortgaging or conveying the same, subject to the provisions of these By-Laws and the Declaration.
- (k) The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Council of Unit Owners and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the unit owners.

Section 3. Management Agent. The Board of Directors shall employ for the Council of Unit Owners a management agent (hereinafter referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to, the duties set out in subsections (a) through (k) of Section 2 of this Article.

Section 4. Election and Term of Office. The term of Directors named in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of unit owners and are duly qualified. The election of Directors shall be by ballot, unless balloting is dispensed with by the unanimous consent of the unit owners present at any meeting, in person or by proxy. There shall be no cumulative voting. At the first annual meeting of the unit owners, the term of office of the Directors receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Directors receiving the second greatest number of votes shall be fixed at two (2) years and the term of office of the other Director or Directors shall be fixed at one (1) year. The membership may, by resolution duly made and adopted at such first annual meeting, or at any subsequent annual meeting, determine the number of Directors, at not less than three (3), and fix the term of each Director, not to exceed three

(3) years. Each Director shall hold office until a successor has been elected.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the unit owners at the next annual meeting to serve out the unexpired portion of the term.

Section 6. Removal of Directors. At a regular meeting or special meeting duly called, any Director may be removed with cause by the affirmative vote of the majority, based on value of the entire regular membership of record, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than sixty (60) days delinquent in payment of any assessments or carrying charges shall be automatically terminated and the remaining Directors shall appoint a successor as provided in Section 5 of this Article.

Section 7. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed by him for the Council of Unit Owners in any other capacity unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as Directors.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the newly elected Board of Directors shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director,

personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third of the directors.

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

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

Section 13. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers, Directors, and employees of the Council of Unit Owners regularly handling or otherwise responsible for the funds of the Council of Unit Owners shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty in accordance with the requirements of Article XIII of these By-Laws. The premiums on such bonds or insurance shall be paid by the Council of Unit Owners.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Council of Unit Owners shall be a President, Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. Any such other officers of the Council of Unit Owners may or may not be a member of the Council of Unit Owners.

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

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed with cause, and a successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose, provided that the affected officer receives reasonable notice of such meeting and is given an opportunity to appear and be heard at the meeting.

Section 4. President. The President shall be the chief executive officer of the Council of Unit Owners. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a Council of Unit Owners, including but not limited to the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Council of Unit Owners.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Secretary shall preside. If none of those three is present, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall have the responsibility for the minutes of all meetings of the Board of Directors and the minutes of all meetings of the unit owners of the Council of Unit Owners; he shall have custody of the seal of the Council of Unit Owners; he shall have charge of the membership transfer books, the roster of unit owners, and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and shall be responsible for full and accurate accounts of all receipts and disbursements in books belonging to the Council of Unit Owners. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Council of Unit Owners in such depositories as may from time to time be designated by the Board of Directors. The responsibilities may be delegated to the Management Agent as referred to in Article V, Section 3.

ARTICLE VII

Liability and Indemnification of Officers and Directors

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

exclusive of any other rights to which any officer or director of the Council of Unit Owners, or former officer or director of the Council of Unit Owners may be entitled.

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

- (a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or
- (b) The fact of the common directorate or interest is disclosed or known to the unit owners, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or
- (c) The contract or transaction is commercially reasonable to the Council of Unit owners at the time it is authorized, ratified, approved or executed.

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

ARTICLE VIII

Management

Section 1. Management and Common Expenses. The Council of Unit Owners by and through its Board of Directors and management agent as hereinelsewhere provided for, shall manage, operate and maintain the condominium and, for the benefit of the units and the owners thereof, shall enforce the provisions hereof and shall pay for the following:

- (a) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility services for the common elements and, to the extent that the same are not separately metered or billed, for the units.
- (b) The cost of fire and extended liability insurance on the condominium and the cost of such other insurance as the Council of Unit Owners may affect.
- (c) The cost of the services of a person or firm to manage the condominium to the extent deemed advisable by the Council of Unit Owners together with the services of such other personnel as the Board of Directors of the Council of Unit Owners shall consider necessary for the operation of the condominium.
- (d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the condominium.
- (e) The cost of painting, maintaining, repairing and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Council of Unit Owners to paint, repair or otherwise maintain the interior of any unit or any fixtures or equipment located therein.
- (f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Council of Unit Owners is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the common elements; provided, however, that if any of the aforementioned are paid as a result of the negligent or improper maintenance, repair or use of any unit by the owner or guests or tenants of the owner, the cost thereof

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shall be specially assessed to that unit owner in accordance with the provisions of subsection (g) of this Section of this Article.

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

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

Section 2. Council of Unit Owners as Attorney-In-Fact.
The Council of Unit Owners is hereby irrevocably appointed as attorney-in-fact for the owners of all of the units in the condominium, and for each of them, to manage, control and deal with the interests of such unit owners in the common elements of the condominium so as to permit the Council of Unit Owners to fulfill all of its powers, functions and duties under the provisions of Title 11, Section 11-101 et. seq. of the Real Property Volume of the Annotated Code of Maryland (1974 ed., as amended), the Declaration and the By-Laws, and to exercise all of its rights thereunder and to deal with the condominium upon its destruction and the proceeds of any insurance indemnity, as hereinelsewhere provided. The foregoing shall be deemed to be a power of attorney coupled with an interest and the acceptance by any person or entity of any interest in any unit shall constitute an irrevocable appointment of the Council of Unit Owners as attorney-in-fact as aforesaid.

Section 3. Management Agent. The Council of Unit Owners and the Board of Directors may, by contract in writing, delegate any of its duties, powers or functions to the Management Agent. The Council of Unit Owners and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 4. Duty to Maintain. Except for maintenance requirements herein imposed upon the Council of Unit Owners, if any, the owner of any unit shall, at his own expense, maintain the interior of his unit and any and all equipment therein situate, and its other appurtenances, in good order, condition, and repair and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his unit. In addition to the foregoing, the owner of any unit shall, at his own expense, maintain, repair, or replace any plumbing fixtures, water heaters, heating and air-conditioning equipment, lighting fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposals, ranges, and other equipment that may be in or appurtenant to such unit. The owner of any unit shall also, at his own expense, maintain any limited common elements which may be appurtenant to such unit in a clean, orderly, sanitary condition, but may not erect thereon an addition to the unit, except as provided in Article XI.

Amended
4/17/90
Liber 9497
Folio 697

Amended
4/17/90
Liber 9497
Folio 697

Section 5. Windows and Doors. The owner of any unit shall, at his own expense, clean and maintain both the interior and exterior surfaces of all windows of such unit and shall, at his own expense, clean and maintain both the interior and exterior glass surfaces of all entry doors of the unit, including the interior and exterior surfaces of any door leading to any balcony, deck, terrace, fenced area, courtyard, patio or he like appurtenant to such unit and designated herein or in the Declaration or the Condominium Plat as a limited common element reserved for the exclusive use of the owner of that particular unit. The exterior surfaces of all other entry doors shall be cleaned and maintained at common expense in accordance with a schedule determined by the Board of Directors and the interior surfaces thereof shall be cleaned and maintained by and at the expense of the individual unit owners. Notwithstanding the provisions of this Section, the Board of Directors may resolve to clean the exterior surfaces of all windows in the condominium at common expense in accordance with a schedule to be determined by the Board of Directors.

Section 6. Access at Reasonable Times. The Council of Unit Owners shall have an irrevocable right and

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

Section 7. Easements for Utilities and Related Purposes. The Council of Unit Owners is authorized and empowered to grant such licenses, easements and rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gaslines, storm drains, underground conduits and such other purposes related to the provision of public utilities to the condominium or other similar condominiums as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common elements or for the preservation of the health, safety, convenience and welfare of the owners of the units, but only upon the affirmative vote of unit owners having seventy-five percent (75%) or more of the votes.

Amended
4/15/86
Liber 7372
Folio 435

Section 8. Limitation of Liability. The Council of Unit Owners shall not be liable for any failure of water supply or other services to be obtained by the Council of Unit Owners or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or by the owner of any unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance or equipment. The Council of Unit Owners shall not be liable to the owner of any unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the limited common elements. No diminution or abatement of common expense assessments, as hereinelsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making or repairs or improvements to the common elements or from any action taken by the Council of Unit Owners to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

Assessment and Carrying Charges

Section 1. Annual Assessments and Carrying Charges.
Each unit owner shall pay to the Council of Unit Owners, in

Amended
4/16/85

advance, for each month of each year, a sum equal to one-twelfth (1/12) of the unit owner's annual assessment (hereinafter referred to as "assessments" or "carrying charges"). Each unit owner's share (determined in accordance with the procedures listed below to apportion common expenses and common profits of the condominium) of the sum required by the Council of Unit Owners, as estimated by its annual expenses, including, but in no way limited, to the following:

- (a) an amount to cover the expected cost of electricity furnished for that year to that unit, which amount (1) shall be determined by applying the E-Rating formulated by the Leisure World of Maryland Corporation for each unit or, if the Board of Directors so decides shall be computed under any other method that is reasonably designed to measure the expected use of electricity by that unit during that year.
- (b) an equal amount for each unit in the condominium to cover the cost of garbage/trash collection, facilities and services, and management and administration furnished that year under the Leisure World of Maryland Trust Agreement.
- (c) an amount equal to the unit owner's proportionate share (determined in accordance with the percentage interests in common expenses and common profits of the condominium set forth in "Exhibit C" attached to the Declaration) of the sum required to meet the other annual expenses of the condominium, including:
 - (1) The amount of all taxes and assessments levied against the Council of Unit Owners or upon any property which it may own or which it is otherwise required to pay, if any.
 - (2) The cost of fire and extended coverage and liability insurance on the condominium and the cost of such other insurance as the Council of Unit Owners may effect;
 - (3) The cost of furnishing water and sewer services.
 - (4) The cost of funding contributions to the "Paid-in-Surplus" account of the Council of Unit Owners and the cost of funding all reserves established by the Council of Unit Owners, including, when appropriate, a general operating reserve and a reserve for replacement.

The estimated cost of repairs, maintenance, and replacement of the common elements of the condominium to be made by the Council of Unit Owners; and

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

Common profits may be disbursed to the unit owners, or be credited to their assessment for common expenses, in proportion to their percentage interest in common profits and common expenses, or may be used for any other purpose as the Council of Unit Owners or Board of Directors may decide.

The Board of Directors of the Council of Unit Owners shall make reasonable efforts to fix the amount of the assessment against each member for each annual assessment period at least thirty (30) days in advance of the commencement of such period and shall, at that time, prepare a roster of the membership and assessments applicable thereto which shall be kept in the office of the Council of Unit Owners and shall be open to inspection by the owner or mortgagee of any unit and by their respective duly authorized agents and attorneys, upon reasonable notice to the Board. Written notice of the assessment shall promptly be sent to the unit owners. The omission by the Board of Directors, before the expiration of any annual assessment period, to fix assessments for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of the unit belonging to him.

In addition to any expenses for electricity apportioned by the Council of Unit Owners, the Board of Directors may annually charge an additional assessment against an owner of a unit designated by the Board of Directors as requiring the use of extra electricity due to a bonus room, an enclosed patio, or to a portion of a bonus room, enclosed patio, or due to a lack of storm-sash protection. Such additional assessment shall be calculated on the same basis as electricity is charged to the Council of Unit Owners,

and no special assessment under the provisions of Section 2 of Article IX hereof shall be required for the Council of Unit Owners to so charge a unit owner

Section 2. Special Assessments. In addition to the regular assessments authorized by this Article, the Council of Unit Owners may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the project, including the necessary fixtures and personal property related thereto, or for such other purposes the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of a two-thirds majority of the unit owners present and voting, in person or by proxy. A meeting of the unit owners shall be duly called for this purpose, written notice of which shall be sent to all members at least fifteen (15) days but not more than ninety (90) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Amended
4/16/85
Liber 6898
Folio 365

Section 3. Budget. The Board of Directors, with the assistance and counsel of the Management Agent, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Council of Unit Owners to meet its annual expenses for that period. The budget herein required to be prepared and adopted by the Board of Directors shall be in a format consistent with the classification of the accounts of the Council of Unit Owners, as hereinafter in these By-Laws provided for, and shall provide for sufficient estimates on a monthly basis, to permit comparison to and analysis of deviations from the various periodic reports of the actual results of operations and the actual financial condition of the Council of Unit Owners, on both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices, consistently applied. Copies of the budget shall be available for examination by the unit owners and by their duly authorized agents and attorneys, and to the institutional holder of any first mortgage on any unit in the condominium and by their duly authorized agents and attorneys during normal business hours for purposes reasonably related to their respective interests.

Section 4. Reserves. The Council of Unit Owners may, from time to time, by appropriate resolution of the Board of Directors, establish and maintain reserve funds for the benefit of members in meeting the cost of contingencies and expenses which are not annual operating costs but will be incurred in the operation of the Council

of Unit Owners. Such reserves shall be conclusively deemed to be a common expense. These reserves shall be funded as provided under Section 1(c) of this Article, as a part of the carrying charges at the level established by the Board of Directors and the amount to be allocated to each reserve fund which is established may be increased, reduced, or suspended by resolution of that Board annually as experience may show to be desirable. Expenditures or transfers of reserve funds shall be accomplished only by appropriate resolution of the Board of Directors. The proportionate interest of any unit owner in any reserve fund shall not be separated from the fund or from the unit to which it appertains and shall be deemed to be transferred with the unit as are the common elements. Reserve funds may be deposited in interest bearing accounts of a lending institution the accounts of which are insured by an agency of the government of the United States of America.

Amended
4/16/85
Liber 6898
Folio 365

Section 5. Non-Payment of Assessments - Condominium Liens and Collection for Non-Payment.

(a) Liability for Assessments. In accordance with the applicable provisions of the Horizontal Property Act of the State of Maryland, being Title 11 of the Real Property Volume of the Annotated Code of Maryland (1974 Edition) as amended, and other applicable law of the State of Maryland, a unit owner is liable for all assessments, or installments thereof, and the Council of Unit Owners may collect for any assessment which is not paid when due by use of any legal remedy provided by law, including, but not limited to action for money judgment against a unit owner and the filing and enforcement of a statement of condominium lien against a unit, all in accordance with applicable provisions of law.

(b) Interest on unpaid assessment; late charges; demand for interest of remaining annual assessment. Any assessment, or installment thereof, not paid when due, shall bear interest, at the option of the Council of Unit Owners from the date when due until paid at the rate of 8% percent annum or such higher rate as may be permitted by applicable provisions of Maryland Law

Amended
4/16/91
Liber 0010112
Folio 524

(c) Late Charges. A late charge may be assessed in the case of any delinquent assessment, or installment thereof, at the option of the Council of Unit Owners, of \$2.00 or one-twentieth of the total amount of any delinquent assessment, or installment thereof, provided that such late charges shall not be imposed more than once for the same delinquent payment and shall only be

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imposed if the delinquency has continued for at least 15 calendar days.

- (d) List of Delinquencies. The Board of Directors may post a list of members who are delinquent in the payment of any assessment or any fees or any installment thereof in any prominent location within the Condominium.
- (e) Enforcement Provisions Cumulative. The methods of enforcement for collection of delinquent assessments, or installments thereof, provided for herein or elsewhere by law shall be regarded as cumulative to the extent permitted by law; and all available legal remedies may be pursued individually or cumulatively.
- (f) Waiver. No failure to pursue any available legal remedies for delinquent assessments, or installments thereof, or to assess late charges or interest upon delinquent assessments, shall be deemed to constitute a waiver of the right to pursue such remedies or impose such late charges and interest.
- (g) Additional Costs of Collection. To the extent permitted by law, actual costs of collection and reasonable attorney's fees may be assessed against any delinquent assessment, or installment thereof.

Section 6. Additional Rights of Mortgagees - Notice. The Council of Unit Owners shall promptly notify the holder of the first mortgage on any unit for which any assessment levied pursuant to the Declaration of these By-Laws, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Council of Unit Owners shall promptly notify the holder of the first mortgage on any unit with respect to which any default in any provision of the Declaration or these By-Laws remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the priorities established by this Article, the validity of any assessment levied pursuant to the Declaration of these By-Laws or the validity of any lien to secure the same.

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

Section 8. Acceleration of Installments. Upon default in the payment of any one or more monthly

installments of any assessment levied pursuant to the Declaration or these By-Laws, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 9. Assessment Certificates. The Council of Unit Owners shall, upon demand at any time, furnish to any unit owner liable for any assessment levied pursuant to the Declaration of these By-Laws (or any other party legitimately interested in the same) a certificate in writing signed by an officer or agent of the Council of Unit Owners, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any installment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Council of Unit Owners for each certificate so delivered.

ARTICLE X

Use Restrictions

Section 1. Residential Use. All units shall be used for private residential purposes exclusively except for for such temporary non-residential uses as may be permitted by the Board of Directors from time to time. No more than two (2) persons may reside in any one-bedroom unit and no more than three (3) persons may reside in any two-bedroom unit and no more than four (4) persons may reside in a three-bedroom unit without the prior written approval of the Board of Directors.

Section 2. Use Restrictions, Age etc. No person under the age of fifty (50) years may permanently reside in any unit within the condominium. The right to use or occupy any unit within the condominium, reside therein permanently or otherwise, and the right to sell, lease or otherwise transfer or convey any unit may be subject to such uniform objective standards relating to financial responsibility, age, and character as may now or hereafter be set forth in these By-Laws. No such restriction shall be based upon race, religion, sex or place of national origin.

Amended
6/22/89
Liber 9106
Folio 584

Section 3. Leasing. No unit within the condominium shall be rented for transient or hotel purposes or in any event for any period less than three (3) months. No portion of any unit (other than the entire unit) shall be leased for any period. Any owner of any unit who shall lease such unit shall promptly following the execution of any such lease, forward a conformed copy thereof to the

Board of Directors. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the unit shall be subject and subordinate in all respects to the provisions of the Declaration and these By-Laws and to such rules and regulations relating to the use of the units and the common elements, and such other rules as the Board of Directors may from time to time promulgate.

Section 4. Prohibited Uses and Nuisances. Except as may be reasonable and necessary in connection with the maintenance, improvement, repair or reconstruction of any portion of the condominium by the Council of Unit Owners:

- (a) No noxious or offensive trade or activity shall be carried on within the condominium or within any unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners.
- (b) There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements without the approval of the Board of Directors. Vehicular parking upon common elements shall be regulated by the Board of Directors, provided, however, that at least one parking space shall be assigned by the Board of Directors for use by the owner of each unit.
- (c) Nothing shall be done or maintained in any unit or upon any common elements which will increase the rate of insurance on any unit or common elements, or result in the cancellation thereof. Nothing shall be done or maintained in any unit or upon common elements which would be in violation of any law. No waste shall be committed upon any common elements.
- (d) No structural alteration, construction, addition or removal of any unit or common elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.
- (e) The maintenance, keeping, breeding, boarding, and raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any unit or upon any of the common elements, except that this shall not prohibit the keeping of a dog, cat or caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the general common elements of the condominium unless accompanied by an adult and unless

they are carried or leashed. Any unit owner who keeps or maintains any pet upon any portion of the condominium shall be deemed to have indemnified and agreed to hold the Council of Unit Owners, each of the unit owners and the Declarant and Management Agent free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises and the Board of Directors, after affording the right to a hearing to the unit owner affected, shall have the exclusive authority to declare any pet a nuisance.

- (f) No signs of any character shall be erected, posted, or displayed upon, in, from or about any unit or common elements, provided, however, that one temporary real estate sign of customary and reasonable dimensions may be displayed upon, in, or from any unit placed upon the market for sale or rent.
- (g) No trailer, truck, camper, camper truck, house trailer, boat or similar vehicle or object, on which current registration plates are not displayed, shall be kept upon any of the common elements, except that such vehicles may be temporarily parked upon the common elements in accordance with rules and regulations promulgated by the Board of Directors. No junk vehicle shall be kept upon any of the common elements. Nor shall the repair or extraordinary maintenance or automobiles or other vehicles or boats be carried out upon any of the common elements except as provided by rules and regulations promulgated by the Board of Directors. The Council of Unit Owners may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like. (The foregoing is not intended to prohibit the parking of golf carts in any portion of the common elements designated by the Board of Directors for that purpose.)
- (h) No part of the common elements shall be used for commercial activities of any character and the common elements shall be used only for the purposes for which they were intended.

- (i) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any unit or upon any of the common elements. Trash and garbage containers shall not be permitted to remain in public view, except on days of collection. All refuse shall be deposited with care in containers or trash chutes designated for such purpose.
- (j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common elements at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any common elements at any time.
- (k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any unit or upon any common elements without the prior written consent of the Board of Directors.
- (l) No noxious or unsightly materials shall be stored upon any balcony or patio or upon any portion of the general common elements of the condominium, except with the consent of the Board of Directors.
- (m) No unlawful use shall be made of any unit or any portion of the common elements and all laws, zoning and other ordinances, regulations or governmental and other municipal bodies and the like shall be observed at all times.
- (n) No unit owner shall engage or direct any employee of the Council of Unit Owners or the Management Agent on any private business of the unit owner during the hours such employee is employed by the Council of Unit Owners or the Management Agent nor shall any unit owner direct, supervise or in any manner attempt to assert control over any such employee.
- (o) There shall be no violation of any rules for the use of the common elements which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules. The procedures and other provisions of section 11-111 of the Real Property Article of the Annotated Code of Maryland do not apply to the adoption, amendment, or repeal of rules by the Board of Directors. Instead, the Board shall send (which, for purposes of this section, means

Amended
4/20/82
Liber 5911
Folio 702

mail or otherwise deliver) to each owner and lessee (if any) of a unit owner and copy of any proposal for the adoption, repeal, or amendment of any rule, together with the text of the rule or amendment and with notice of the date by which the recipients may comment in writing. That date may not be less than 15 days after the date the notice is sent. After considering any such comments, the Board shall act to adopt the proposal with any modifications it may determine, or to withdraw it. The Board shall send to all unit owners and lessees a report of its action, including (except in the case of withdrawal of the proposal) the text of any rule or amendment it adopts. The report shall also specify an effective date for the rule, repeal, or amendment to which it relates, which may not be less than 10 days after the date on which the report is sent.

Section 4A. Enforcement of Rules. The provisions of subsection (b) of section 11-113 of the Real Property Article of the Annotated Code of Maryland (relating to imposition of fines and other penalties for violation of rules) do not apply to enforcement of the house rule or any other rules of the Board of Directors. Instead, if the Board of Directors decides that any of its rules may have been violated:

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- (a) It shall send (which, for purposes of this section, means mail or otherwise deliver) to the alleged violator written demand to cease the alleged violation which shall -
 - (1) state the alleged violation;
 - (2) state the action required to abate the violation; and
 - (3) (i) if the violation is a continuing one, specify a time period of not less than 10 days during which the violation may be abated without sanction, and the sanctions that may be imposed if it is not so abated, or (ii) if the violation is not a continuing one, state the sanction that will be imposed for the violation, or state that any further violation of the same rule may result in imposition of sanctions, and what the sanctions may be.
- (b) Within 12 months of the demand if the violation continues past the period allowed for abatement without penalty, or if the same rule is violated

subsequently, or if the Board proposes to impose a sanction for a violation that has occurred, the Board shall send to the alleged violator written notice of an opportunity for a hearing, to be held by the Board, containing:

- (1) a description of the alleged violation or violations;
 - (2) the place of the hearing and its time, which may not be less than 10 days after the notice is sent; and
 - (3) the sanctions that may be imposed.
- (c) At the hearing the alleged violator shall (1) be informed of the evidence of the alleged violation, and (2) be given an opportunity to explain or justify the alleged violation or to present evidence as to its nonexistence. Within 15 days after the date on which the hearing ends (or within 15 days after the date set for the hearing if the alleged violator does not take advantage of the opportunity for a hearing), the Board shall render a decision on the alleged violation and shall promptly send a copy thereof to all parties to the proceedings.
- (d) The owner of a unit and its lessee (if any) shall each be treated as a full party to proceedings under this section even though such owner or such lessee is not the alleged violator, if the alleged violator was, at the time of the alleged violation that is the subject of such proceedings, an occupant of that unit or a guest of the owner, lessee, or other occupant of the unit.
- (e) If the Board's decision under this section is against the alleged violator, the Board may take any one or more of the following actions against any one or more of the following persons: impose a fine on, assess damages against, suspend the voting privileges of, or otherwise limit the rights of the alleged violator and (if different) the owner, lessee, or other occupant of a unit, if the alleged violator was, at the time of the alleged violation that is the subject of the proceedings under this section, an occupant of that unit or a guest of such owner, lessee or other occupant. In addition, the legal remedies specified in subsection (c) of section 11-113 of

the Real Property Article of the Annotated Code of Maryland (relating to law suits because of noncompliance with law, declaration, bylaws, or a decision under that section) apply to any such decision of the Board to the same extent as they apply to decisions under that section.

ARTICLE XI

Architectural and Environmental Control

Section 1. Architectural and Environmental Control.

Except for the construction of the units by the Grantor and any improvements to any unit or to the common elements accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair or as otherwise in provision of applicable law by the State of Maryland or these By-Laws provided, it shall be prohibited to undertake any construction, alteration, repair or improvement, or to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aeriels, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any unit or upon any of the common elements within the condominium or to combine or otherwise join two or more units, or to partition the same after combination, or to remove or alter any windows or exterior doors of any unit, or to make any change in alteration within any unit which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other unit owner, materially increase the cost of operating or insuring the condominium, impair any easement, until the complete plans and specifications, showing the location, nature, shape or change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been first 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 of the Council of Unit Owners, or by an Architectural and Environmental Control Committee designated by it.

Section 2. Architectural and Environmental Control Committee -Operation. The Architectural and Environmental Control Committee shall be composed of an

uneven number of three (3) or more natural persons designated from time to time by the Board of Directors of the Council of Unit Owners and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors does not appoint an Architectural and Environmental Control Committee, then the Board of Directors shall constitute the Committee, or it may delegate this function to the Architecture and Landscaping Committee of the Community Advisory Council. The affirmative vote of a majority of the members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals and Procedures. Upon approval of the Architectural and Environmental Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Committee fails to approve or disapprove in writing, any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural and Environmental Control Committee) have been submitted to in writing, then approval will not be required and this Article will be deemed to have been fully complied with. If approval is denied, the applicant has right to a hearing before the Board of Directors. If applicant has not followed the above procedure, or makes changes without approval, the Board of Directors may order the owner to restore the unit to its original condition. On refusal or failure to do so, the Board of Directors may act to restore the unit to its original condition, and the cost of such restoration may be assessed to the unit owner and become a lien against the unit in accordance with the provisions of Section 1, subsection (g) of Article VIII, of these By-Laws. The Management Agent shall have right of access consistent with Article VIII, Section 6, to take such action as authorized by the Board of Directors.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural and Environmental Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are

approved by the Architectural and Environmental Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural and Environmental control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural and Environmental Control Committee without prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural and Environmental Control Committee to disapprove such plans and specifications which are subsequently submitted to fuse in any other instance.

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

Section 6. Rules and Regulations, etc.. The Architectural and Environmental Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of these By-Laws. The Architectural and Environmental Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the

provisions of this Article. The decisions of the Architectural and Environmental Control Committee shall be final except that any unit owner who is aggrieved by any action or forbearance from action by the Architectural and Environmental Control Committee may appeal the decision of the Architectural and Environmental Control Committee to the Board of Directors of the Council of Unit Owners and, upon the request of such unit owner, shall be entitled to a hearing before the Board of Directors.

Section 7. Authority of the Board of Directors.

Notwithstanding any other revision of these By-Laws, no rule or regulation adopted or promulgated by the Architectural and Environmental Control Committee, or by any other committee performing the functions and responsibilities encompassed by this Article, shall become effective without the express approval of the Board of Directors; and nothing in these By-Laws shall prevent the Board of Directors from assigning to any committee or person the functions and responsibilities encompassed by this Article.

Amended
4/20/82
Liber 5911
Folio 702

ARTICLE XII

Insurance

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

- (a) Casualty or physical damage insurance in an amount equal to the full replacement value (i.e., 100% of "replacement cost") of the condominium with an "agreed amount" endorsement and a "condominium replacement cost" endorsement, without deduction or allowance for depreciation (as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage), such coverage to afford protection against at least the following:
 - (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement together with coverage for common expenses with respect to units during any period of reconstruction;
 - (ii) such other risks as shall customarily be covered with respect to units similar in construction, location and use, including, but not limited to debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, boiler and machinery explosion or

damage, and such other insurance as the Board of Directors may determine.

- (b) Public liability insurance with a "Severability of Interest Endorsement" or its equivalent in such amounts and in such forms as may be considered appropriate by the Board of Directors (but not less than One Million and ***No/100 Dollars (\$1,000,000.00) covering all claims for bodily injuries and property damage arising out of a single occurrence) including, but not limited to, water damage liability, legal liability, hired automobile liability, non-owned liability, liability for property of others, elevator collision, garage keeper's liability, and such other risks as shall customarily be covered with respect to condominium similar in construction, location and use, including any and all other liability incident to the ownership and use of the condominium or any portion thereof.
- (c) Workmen's compensation insurance to the extent necessary to comply with any applicable law.
- (d) A "Legal Expense Indemnity Endorsement" or its equivalent, affording protection for the present and past officers and directors of the Council of Unit Owners for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment, or cause of action to which any such officer or director shall have been made a party by reason of his or her services as such.
- (e) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by Section 14 of Article V of these By-Laws, as are or shall hereafter be considered appropriate by the Board of Directors. The Board of Directors shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers and Directors of the Council of Unit Owners, trustee for the Council of Unit Owners and such employees and agents of the Council of Unit Owners who handle or are responsible for the handling of funds of the Council of Unit Owners. Such fidelity coverage shall meet the following requirements:
 - (i) all such fidelity bonds and policies of insurance shall name the Council of Unit Owners as obligee or named insured, as the circumstances may require; and
 - (ii) all such fidelity bonds and policies of insurance shall be written in an amount equal to at least

one hundred fifty percent (150%) of the estimated monthly operating budget of the condominium including reserves; and

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

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

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

- (a) All policies shall be written with a company or companies licensed to do business in the State of Maryland and holding a rating of ("AAA") "A+AAAA" or better in the current edition of Best's Insurance Reports.
- (b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative, including any trustee with which the Council of Unit Owners may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be hereinelsewhere referred to as the "Insurance Trustee".
- (c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the units or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Council of Unit Owners pursuant to the requirements of this Article shall exclude such policies from consideration.
- (d) All policies shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to any and all insured named hereon, including any and all mortgages of the unit.

- (e) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors (or any Insurance Trustee) or when in conflict with the provisions of these By-Laws or the provisions of applicable laws of the State of Maryland.
- (f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Council of Unit Owners, the Board of Directors, the owner of any unit and/or their respective agents, employees or invitees, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.
- (g) Such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board of Directors and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any owner of any unit, and/or their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of neglect or negligence on the part of any of them.
- (h) All policies of casualty insurance shall contain the standard mortgagee clause except that any loss or losses payable to named mortgagees shall be payable in the manner set forth in Article XIV of these By-Laws. Such mortgagee clause shall provide for notice in writing to the mortgagee of any loss paid as aforesaid.

ARTICLE XIII

Casualty Damage - Reconstruction or Repair

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

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any casualty not herein required to be insured against, then the repair or reconstruction of the damaged common elements shall be accomplished promptly by the Council of Unit Owners at its common expense and the repair or reconstruction of any unit shall be accomplished promptly by the Council of Unit owners at the expense of the owner of the affected unit. The ratable share of the expense of such repairs or reconstruction as may be apportioned to any individual unit may be assessed to the unit owner and be collected or become a lien under the provisions for assessments or liens provided for in Article IX of these By-Laws and as provided under applicable Maryland Law.

Section 3. Restoration Not Required. In the event more than two-thirds (2/3) of the entire condominium is substantially damaged or destroyed by fire or other casualty and unit owners representing two-thirds (2/3) of the total value of the condominium do not promptly resolve to proceed with repair or reconstruction, then and in that event the condominium shall be deemed to be owned in common by the owners of all of the units in the same proportions as that previously established for ownership of appurtenant undivided interests in the common elements and the condominium shall be subject to an action for partition at the suit of the owner of any unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Council of Unit Owners or its unit owners in common, shall be considered as one fund and shall be divided among 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 share is sufficient for the purpose, all liens upon said unit.

Section 4. Insurance Trustee. Except for losses involving the substantial damage or destruction of more than two-thirds (2/3) of the condominium, where the unit owners do not resolve to proceed with repair or reconstruction, as in Section 3 of this Article provided for, in the event the cost of reconstruction or repair (as estimated by the Board of Directors) shall exceed an amount equal to ten percent (10%) of the full replacement value of the condominium, as estimated by the Board of Directors and the insurer pursuant to the requirements of Section 1(a) of Article XIII of these By-Laws for the period during such loss was sustained, and the institutional holder of any mortgage or other obligation secured by any unit or units,

the aggregate principal sum of more than \$500,000.00 (hereinafter in this Section 4 called the "Mortgagee") shall so require, all proceeds of insurance shall be paid over to a trust company or bank having trust powers and authorized to engage in trust business in the jurisdiction wherein the condominium is located, selected by the Board of Directors with the approval of the mortgagee, and shall be paid out from time to time as the reconstruction or repair progresses in accordance with the provisions of an Insurance Trust Agreement satisfactory in form and substance to the mortgagee and which shall contain inter alia, the following provisions:

- (a) The reconstruction or repair shall be in the charge of an architect or engineer, who may be an employee of the Council of Unit Owners, satisfactory to the mortgagee, and hereinafter in this Section 4 called the "architect."
- (b) Prior to the commencement of the reconstruction or repair, other than such work as may be necessary to protect the condominium from further damage, the mortgagee shall have approved the plans and specifications for such reconstruction or repair, which approval shall not be unreasonably withheld or delayed.
- (c) Unless otherwise required by the mortgagee, each request for an advance of the proceeds of insurance shall be made to the mortgagee at least ten (10) days prior to delivery to the Insurance trustee and shall be accompanied by a certificate from the architect to the effect that (i) all work then completed has been performed in accordance with the plans and specifications and all building codes or other similar governmental requirements; 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, materialmen, laborers, engineers, architects, or the 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 process of insurance, if required by the mortgagee 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 any mechanic's or other lien, or notice of intention to file the same, which has not been dismissed or satisfied of record.
- (e) The fees and expenses of the Insurance Trustee, as agreed upon by the Board of Directors and the Insurance Trustee, shall be paid by the Council of Unit Owners as a common expense, and such fees and expenses may be deducted from any insurance proceeds in the hands of the Insurance Trustee, pro rata as the reconstruction or repair progresses.
- (f) Such other provisions not inconsistent with the provisions hereof as the Board of Directors, the Insurance Trustee or the mortgagee 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 and shall be considered as one fund and shall be divided among the owners of all of 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 lien or and to the extent the same is sufficient for the purpose all liens upon said unit in accordance with the priority of interest in each unit.

ARTICLE XIV

Fiscal Management

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

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

Section 3. Auditing. At the close of each fiscal year, books and records of the Council of Unit Owners shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Council of Unit Owners may furnish its members with an annual financial statement including the income and disbursements of the Council of Unit Owners.

Section 4. Inspection of Books. The books and accounts of the Council of Unit Owners, and vouchers accrediting the entries made thereupon, and every such record kept by the Council of Unit Owners shall be available for examination and copying by any Unit owners, and their duly authorized agents or their mortgagees or attorneys, at their own expense, during normal business hours and after reasonable notice. Any copies of such records shall be made at the expense of the person obtaining such copies.

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

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

ARTICLE XV

Amendment

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of unit owners representing sixty-six and two-thirds percent (66 2/3%) or more of the total votes of the Council of Unit Owners, at any meeting of the unit owners duly called for such purpose, in accordance with the provisions and requirements of these By-Laws and applicable provisions of Maryland Law.

Amended
4/20/82
Liber 5911
Folio 702

Any amendment to these By-Laws shall be effective only upon the recordation of such amendment among the Land Records for Montgomery County, Maryland, together with a certificate in writing of the President of the Council of Unit Owners stating that the amendment was approved as aforesaid.

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

ARTICLE XVI

Compliance - Interpretation - Miscellaneous

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of Title 11, Section 11-101 et. seq. of the Real Property Volume of the Annotated Code of Maryland (1974 ed., as amended). If any unit owner fails to comply with the applicable provisions of Maryland Law, the Declaration, or these By-Laws, such unit owner may be sued for damages caused by the failure or for injunctive relief, or both, or any other remedy provided by law, by the Board of Directors or by the Council of Unit Owners or by any unit owner.

Section 2. Conflict. The Declaration, By-Laws, and Condominium Plat shall be construed together and be deemed to incorporate one another. In the event of any conflict between or amongst said documents, the provisions or applicable provisions of Maryland Law, of the Declaration, of the Condominium Plat and of the By-Laws shall have control in the succession listed heretobefore commencing with applicable provisions of Maryland Law.

Section 3. Resident Agent. The Management Agent 3701 Rossmoor Boulevard, Silver Spring, Maryland shall accept service or process in any action relating to the Council of Unit Owners or the condominium or the common elements as authorized by applicable provisions of Maryland Law.

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

Section 5. Waiver. No restriction, condition, or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

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

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

LIBER 5911 FOLIO 702

CERTIFICATE OF AMENDMENT

OF BY-LAWS

MARYLAND MUTUAL NO. TEN, INC.

A CONDOMINIUM

THIS IS TO CERTIFY THAT THE BY-LAWS OF MARYLAND MUTUAL NO. TEN, INC., A MARYLAND CORPORATION, REFERRED TO IN THAT MASTER DEED, MADE BY ROSSMOOR CORPORATION, RECORDED AMONG THE LAND RECORDS FOR MONTGOMERY COUNTY, MARYLAND, IN LIBER 4144 AT FOLIO 392, et seq., (said By-Laws being attached to said Master Deed as "Exhibit B") were duly amended at the annual meeting of the membership of said corporation held on the 20th day of April 1982; that said meeting was duly called pursuant to all requirements for notice so as to permit said amendments of the By-Laws; that said amendments were duly adopted at said meeting in accordance with all requirements for adoption of amendments to said By-Laws; that the entry from the minutes of said meeting attached hereto as "Exhibit I" is a true and complete copy of the amendments so adopted; and that attached hereto as "Exhibit II" is a certificate of the persons specified in the By-Laws to count votes at the meeting of the council of unit owners that the amendments were approved by unit owners having the percentage of votes required by the By-Laws.

In witness whereof we hereunto set our hand and seals this 28th day of June, 1982.

Norman Duberstein (SEAL)
Maryland Mutual No. Ten, Inc.

Norman Duberstein

ATTEST:

Maryland Mutual No. Ten, Inc.

Viola Lovre

EXHIBIT I

EXCERPT FROM MINUTES OF THE
ANNUAL MEETING OF THE MEMBERSHIP OF
MARYLAND MUTUAL NO. TEN, INC.
APRIL 20, 1982

WHEREAS it has been determined that it is desirable to adopt a new set of By-Laws to replace the present By-Laws to govern the operations and management of the condominium, upon motion duly made and seconded, the attached set of By-Laws were adopted and the previous By-Laws were repealed.

THIS IS TO CERTIFY that the foregoing repeal of the old By-Laws and adoption of a new set of By-Laws were adopted at the annual meeting of the membership of MARYLAND MUTUAL NO. TEN, INC. on April 20, 1982 and that said action is approved by the Board of Directors and that the attached is a true copy of the new By-Laws so adopted.

Maryland Mutual No. Ten, Inc.

Norman Duberstein

ATTEST:

Maryland Mutual No. Ten, Inc.

Viola M. Lovre

First Resolution

To amend Paragraph (o) of Section 4 of Article X of the Bylaws by adding at its end the following sentences:

"The procedures and other provisions of section 11 - 111 of the Real Property Article of the Annotated Code of Maryland do not apply to the adoption, amendment, or repeal of rules by the Board of Directors. Instead, the Board shall send (which, for purposes of this section, means mail or otherwise deliver) to each owner and lessee (if any) of a unit of the Condominium, a copy of any proposal for the adoption, repeal, or amendment of any rule, together with the text of the rule or amendment and with notice of the date by which the recipients may comment in writing. That date may not be less than 15 days after the date the notice is sent. After considering any such comments, the Board shall act to adopt the proposal with any modifications it may determine, or to withdraw it. The Board shall send to all unit owners and lessees a report of its action, including (except in the case of withdrawal of the proposal) the text of any rule or amendment it adopts. The report shall also specify an effective date for the rule, repeal, or amendment to which it relates, which may not be less than 10 days after the date on which the report is sent."

Second Resolution

To add to Article X of the By-Laws the following new section Section 4A. Enforcement of Rules. The provisions of subsection (b) of section 11-113 of the Real Property Article of the Annotated Code of Maryland (relating to imposition of fines and other penalties for violation of rules) do not apply to enforcement of the house rules or any other rules of the Board of Directors. Instead, if the Board of Directors decides that any of its rules may have been violated:

"(a) It shall send (which, for purposes of this section, means mail or otherwise deliver) to the alleged violator written demand to cease the alleged violation which shall--

"(1) state the alleged violation;

"(2) state the action required to abate the violation; and

"(3) (i) if the violation is a continuing one, specify a time period of not less than 10 days during which the violation may be abated without sanction, and the sanctions that may be imposed if it is not so abated, or (ii) if the violation is not a continuing one, state the sanction that will be imposed for the violation, or state that any further violation of the same rule may result in imposition of sanctions, and what the sanctions may be.

- "(b) Within 12 months of the demand if the violation continues past the period allowed for abatement without penalty, or if the same rule is violated subsequently, or if the Board proposes to impose a sanction for a violation that has occurred, the Board shall send to the alleged violator written notice of an opportunity for a hearing, to be held by the Board, containing:
- "(1) a description of the alleged violation or violations;
 - "(2) the place of the hearing and its time, which may not be less than 10 days after the notice is sent; and
 - "(3) the sanctions that may be imposed.
- "(c) At the hearing the alleged violator shall (1) be informed of the evidence of the alleged violation, and (2) be given an opportunity to explain or justify the alleged violation or to present evidence as to its nonexistence. Within 15 days after the date on which the hearing ends (or within 15 days after the date set for the hearing if the alleged violator does not take advantage of the opportunity for a hearing), the Board shall render a decision on the alleged violation and shall promptly send a copy thereof to all parties to the proceedings.
- "(d) The owner of a unit and its lessee (if any) shall each be treated as a full party to proceedings under this section even though such owner or such lessee is not the alleged violator, if the alleged violator was, at the time of the alleged violation that is the subject of such proceedings, an occupant of that unit or a guest of the owner, lessee, or other occupant of the unit.
- "(e) If the Board's decision under this section is against the alleged violator, the Board may take any one or more of the following actions against any one or more of the following persons: impose a fine on, assess damages against, suspend the voting privileges of, or otherwise limit the rights of the alleged violator and (if different) the owner, lessee, or other occupant of a unit, if the alleged violator was, at the time of the alleged violation that is the subject of the proceedings under this section, an occupant of that unit or a guest of such owner, lessee or other occupant. In addition, the legal remedies specified in subsection (c) of section 11-113 of the Real Property Article of the Annotated Code of Maryland (relating to law suits because of noncompliance with law, declaration, bylaws, or a decision under that section) apply to any such decision of the Board to the same

extent as they apply to decisions under that section."

Third Resolution

To amend Article XV Section I by changing in line 2 "seventy-five percent (75%)" "to sixty-six and two-thirds percent (66 2/3%)."

Fourth Resolution

To add to Article XI of the Bylaws the following new section:

Section 7. Authority of the Board of Directors.

Notwithstanding any other revision of these Bylaws, no rule or regulation adopted or promulgated by the Architectural and Environment Control Committee, or by any other committee performing the functions and responsibilities encompassed by this Article, shall become effective without the express approval of the Board of Directors; and nothing in these Bylaws shall prevent the Board of Directors from assigning to any committee or person the functions and responsibilities encompassed by this Article.

Fifth Resolution

To amend Article V Section I, line 4 by changing "A majority of whom" to "all of whom."

Sixth Resolution

Correct the typographical error in Article IV Section 2, line 4 by changing "Section 5" to "Section 4."

Ninth Resolution

To authorize the Board of Directors to make several editorial changes in the Bylaws to remove irrelevant references to such items as "balconies" "elevator collisions."

CERTIFICATE AND REPORT

OF

INSPECTORS OF ELECTION

The undersigned, duly appointed Inspectors of Election of _____
Maryland Mutual No. Ten, Inc. _____,
do hereby certify as follows:

- (A) That a meeting of the Corporation was held on the 20th day of April, 1982, pursuant to due notice.
- (B) That before entering upon the discharge of our duties we were severally sworn, and the oath so taken by us is annexed hereto.
- (C) That we inspected the signed proxies used at the meeting, if any, and found the same to be in proper form.
- (D) That members representing at least fifty-one percent of the total value of the project were present at the meeting, either in person or by proxy.
- (E) That we received the votes by the members by ballot on nine Bylaw Amendments (attached) and that Amendments Nos 1, 2, 3, 4, 5, 6 and 9 received approval by at least 75% of the total value of the project. Amendments 7 and 8 received approval by less than 75% and were therefore not passed.

SEE ATTACHED SHEETS OF MASTER TALLY ON THE BYLAW AMENDMENTS.

Inspector Charles A. Heine

Inspector Kenneth A. Jenkins

Inspector LaReau W. Keagle

CERTIFICATE OF AMENDMENT

OF BY-LAWS

MARYLAND MUTUAL NO. TEN, INC.

A CONDOMINIUM

This is to certify that the By-Laws of Maryland Mutual No. Ten, Inc., a Maryland Corporation, referred to in that Master Deed, made by Rossmoor Corporation, recorded among the Land Records of Montgomery County, Maryland, in Liber 4144 at Folio 392, et seq., (said By-Laws being attached to said Master Deed as "Exhibit B") were duly amended at the annual meeting of the membership of said corporation held on the 16th day of April 1985; that said meeting was duly called pursuant to all requirements for notice so as to permit said amendment of the By-Laws; that said amendments were duly adopted at said meeting in accordance with all requirements for adoption of an amendment to said By-Laws; that the entry from the minutes of said meeting attached hereto as "Exhibit I" is a true and complete copy of the amendments so adopted; and that attached hereto as "Exhibit II" is a certificate of the persons appointed to count votes at the meeting of the Council of Unit Owners; that the amendment was approved by unit owners having the percentage of votes required by the By-Laws.

In witness whereof we hereunto set our hands and seals this 26 day of September, 1985.

William L. Browne, President
Maryland Mutual No. Ten, Inc.

ATTEST:

Vanita Parrett, Secretary
Maryland Mutual No. Ten, Inc.

Parcel I.D. No. _____

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 26th day Sept, 1985, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Mr. William L. Browne, who made oath in due form of law that he executed in his capacity as President of Maryland Mutual No. Ten, Inc., the foregoing document (Certification of Amendment of By-Laws, Maryland Mutual No. Ten, Inc.) for the purposes therein contained, and acknowledges this to be his act.

WITNESS my hand and notarial seal.

Elizabeth A. L'Heureux, Notary Public
My Commission Expires: 7-1-86

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 26th day Sept, 1985, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Vanita Parrett, who made oath in due form of law that she executed in her capacity as Secretary of Maryland Mutual No. Ten, Inc., the foregoing document (Certification of Amendment of By-Laws, Maryland Mutual No. Ten, Inc.) for the purposes therein contained, and acknowledges this to be her act.

WITNESS my hand and notarial seal.

Elizabeth A. L'Heureux, Notary Public
My Commission Expires: 7-1-86

EXHIBIT I

EXCERPT FROM MINUTES OF THE
ANNUAL MEETING OF THE MEMBERSHIP OF

MARYLAND MUTUAL NO. TEN, INC.

April 16, 1985

Whereas it has been determined that it is desirable to amend Article IV, Section 2, Article V, Section 1 and Article IX, Section 1, 2 and 4 of the By-Laws of the Council of Unit Owners of Maryland Mutual No. Ten, Inc., after the Membership cast ballots regarding the proposed amendments, they were passed by unit owners representing more than 67.5% of the membership.

AMEND ARTICLE IV, Section 2 by deleting the period at the end of the first sentence and adding the clause, "or at such other time within one week prior to or one week following the third Tuesday in April as the Board of Directors may decide for good cause," so that the first sentence reads as follows:

"The Annual Meeting of the Council of Unit Owners shall be held on the third Tuesday of April in each succeeding year or at such other time within one week prior to or one week following the third Tuesday in April as the Board of Directors may decide for good cause."

AMEND ARTICLE V, Section 1, Directors, Number & Qualification, by deleting the words "a majority" and adding in lieu thereof the word "all" so that Section 1 reads as follows:

"The affairs of the Council of Unit Owners shall be governed by a Board of Directors composed of an uneven number of at least (3) natural persons and not more than (7) natural persons all of whom shall be unit owners.

AMEND ARTICLE IX, Section 1 by deleting in its entirety all of Section 1 except paragraphs 2, 3, & 4 of clause (g) and clause (h) except that the designation "(h)" at the beginning of the clause will be deleted. Additionally two references to "balconies" in clause (h) will be deleted. The amended Article IX, Section 1 will read as follows:

Section 1. Annual Assessments and Carrying Charges. Each unit owner shall pay to the Council of Unit Owners, in advance, for each month of each year, a sum equal to one-twelfth (1/12) of the unit owner's annual assessment (hereinafter) sometimes referred to as ("assessments" or "carrying charges"). Each unit owner's share (determined in accordance with the procedures listed below to apportion common expenses and common profits of the condominium) of the sum required by the Council of Unit

Owners, as estimated by its annual expenses, including, but in no way limited, to the following:

LIBER 6898 FOLIO 364

- (a) An amount to cover the expected cost of electricity furnished for that year to that unit, which amount (1) shall be determined by applying the E-Rating formulated by the Leisure World of Maryland Corporation for each unit or, if the Board of Directors so decides shall be computed under any other method that is reasonably designed to measure the expected use of electricity by that unit during that year.
- (b) An equal amount for each unit in the condominium to cover the cost of garbage/trash collection, facilities and services, and management and administration furnished that year under the Leisure World of Maryland Trust Agreement.
- (c) An amount equal to the unit owner's proportionate share (determined in accordance with the percentage interests in common expenses and common profits of the condominium set forth in "Exhibit C" attached to the Declaration) of sum required to meet the other annual expenses of the condominium including:
 - (1) The amount of all taxes and assessments levied against the Council of Unit Owners or upon any property which it may own or which it is otherwise required to pay, if any.
 - (2) The cost of fire and extended coverage and liability insurance on the condominium and the cost of such other insurance as the Council of Unit Owners may effect.
 - (3) The cost of furnishing water and sewer services.
 - (4) The cost of funding contributions to the "Paid-in-Surplus" account of the Council of Unit Owners and the cost of funding all reserves established by the Council of Unit Owners, including, when appropriate, a general operating reserve and a reserve for replacement.

The estimated cost of repairs, maintenance and replacements of the common elements of the condominium to be made by the Council of Unit Owners.

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

Common profits may be disbursed to the unit owners, or be credited to their assessment for common expenses, in proportion to their percentage interest in common profits and common expenses, or may be used for any other purpose as the Council of Unit Owners or Board of Directors may decide.

The Board of Directors of the Council of Unit Owners shall make reasonable efforts to fix the amount of the assessment against each member for each annual assessment period at least thirty (30) days in advance of the commencement of such period and shall, at that time, prepare a roster of the membership and assessments applicable thereto which shall be kept in the office of the Council of Unit Owners and shall be open to inspection by the owner or mortgagee of any unit and by their respective duly authorized agents and attorneys, upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the unit owners. The omission by the Board of Directors,

LIBER 6898 FOLIO 365

before the expiration of any annual assessment period, to fix assessments for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of the unit belonging to him.

In addition to any expenses for electricity apportioned by the Council of Unit Owners, the Board of Directors may annually charge an additional assessment against an owner of a unit designated by the Board of Directors as requiring the use of extra electricity due to a bonus room, an enclosed patio, or to a portion of a bonus room, enclosed patio, or due to a lack of storm-sash protection. Such additional assessment shall be calculated on the same basis as electricity is charged to the Council of Unit Owners, and no special assessment under the provisions of Section 2 of Article IX hereof shall be required for the Council of Unit Owners to so charge a unit owner.

AMEND ARTICLE IX, Section 2, Special Assessments by inserting in the first sentence in front of the word "majority" the word "two-thirds", so that Section 2 will then read as follows:

Section 2. Special Assessments. In addition to the regular assessments authorized by this Article, the Council of Unit Owners may levy in any assessment year a special assessment or

assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the project, including the necessary fixtures and personal property related thereto, or for such other purposes the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of a two-thirds majority of the unit owners present and voting, in person or by proxy. A meeting of the unit owners shall be duly called for this purpose, written notice of which shall be sent to all members at least fifteen (15) days but not more than ninety (90) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

AMEND ARTICLE IX, Section 4, third sentence by changing the reference "Section 1(f)" to "Section 1(c)(4)". So that the third sentence will read as follows:

"These reserves shall be funded as provided under Section 1 (c) (4) of this Article, as a part of ... desirable."

THIS IS TO CERTIFY that the foregoing amendment to the By-Laws was adopted at the annual meeting of the membership of the Council of Unit Owners of Maryland Mutual Ten, Inc., on April 16, 1985, and that said action is approved by the Board of Directors.

ATTEST:

Elizabeth A. L'Heureux
Assistant Secretary

William L. Browne
President

CERTIFICATE AND REPORT

OF

INSPECTORS OF ELECTION

The undersigned, duly appointed Inspectors of Election of
MARYLAND MUTUAL NO. TEN, INC.,
do hereby certify as follows:

- (A) That a meeting of the Corporation was held on the 16th day of April, 1985, pursuant to due notice.
- (B) That before entering upon the discharge of our duties we were severally sworn, and the oath so taken by us is annexed hereto .
- (C) That we inspected the signed proxies-used at the meeting if any, and found the same to be in proper form.
- (D) That members representing at least 51 percent of the total value of the project were present at the meeting, either in person or by proxy.
- (E) That we received the votes by the members by ballot for the election of four directors of the Corporation and that the following received the number of votes set opposite their names, said votes representing the percentages of the total value of the project set opposite their respective names:
- (F) That we received the votes by the members by ballot for by-law amendments and that the following amendment received the votes representing the percentages of the total value of the project set opposite the respective amendment. (See reverse side).

Inspector

Inspector

Inspector

OATH OF INSPECTORS OF ELECTION

STATE OF MARYLAND)
)S S
COUNTY OF MONTGOMERY)

The undersigned, duly appointed Inspector of Election of
MARYLAND MUTUAL NO. TEN, INC.,
being severally and duly sworn, do solemnly swear that we will fairly and
impartially perform our duties as Inspectors of Election at the election to
be held on April, 16, 1985, for Director of the Corporation, and will
faithfully and diligently canvass the votes cast at such election and
honestly and truthfully report the results of said election.

Inspector

Inspector

Inspector

SUBSCRIBED AND SWORN to before me on this 16th day of April, 1985.

Elizabeth A. L'Heureux
Notary Public

My Commission Expires: 7-1-86

REPORT OF INSPECTORS OF ELECTION
MEMBERS REPRESENTED AT ANNUAL MEETING

The undersigned, duly appointed and qualified Inspectors of Election at the Annual meeting of members of _____

MARYLAND MUTUAL NO. TEN, INC., _____ held on April, 16, 1985, hereby certify that there are present in person or by a proxy a total of 115 memberships of said Corporation, as follows, and that the same represent 72.8 percent of the total value of the project known as MARYLAND MUTUAL NO. TEN, INC._____.

Present 88 (in person)

Proxy 27

WITNESS our hands the year and day first above written

Inspector

Inspector

Inspector

LIBER 7372 FOLIO 432

CERTIFICATE OF AMENDMENT

OF BY-LAWS

MARYLAND MUTUAL NO. TEN, INC.

A CONDOMINIUM

This is to certify that the By-Laws of Maryland Mutual No. Ten, Inc., a Maryland Corporation, referred to in that Master Deed, made by Rossmoor Corporation, recorded among the Land Records of Montgomery County, Maryland, in Liber 4144 at Folio 392, et seq., (said By-Laws being attached to said Master Deed as "Exhibit B") were duly amended at the annual meeting of the membership of said corporation held on the 15th day of April 1986; that said meeting was duly called pursuant to all requirements for notice so as to permit said amendment of the By-Laws; that said amendments were duly adopted at said meeting in accordance with all requirements for adoption of an amendment to said By-Laws; that the entry from the minutes of said meeting attached hereto as "Exhibit I" is a true and complete copy of the amendments so adopted; and that attached hereto as "Exhibit II" is a certificate of the persons appointed to count votes at the meeting of the Council of Unit Owners; that the amendment was approved by unit owners having the percentage of votes required by the By-Laws.

In witness whereof we hereunto set our hands and seals this 12th day of June, 1986.

Bud Turnbull, President
Maryland Mutual No. Ten, Inc.

ATTEST:

Vanita Parrett, Secretary
Maryland Mutual No. Ten, Inc.

I.D. No. 13-176-1466405

STATE OF MARYLAND)
) SS:
COUNTY OF MARYLAND)

I HEREBY CERTIFY that on this 12th day of June, 1986, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Mr. Bud Turnbull, who made oath in due form of law that he executed in his capacity as President of Maryland Mutual No. Ten, Inc., the foregoing document (Certification of Amendment of By-Laws, Maryland Mutual No. Ten, Inc.) for the purposes therein contained, and acknowledges this to be his act.

WITNESS my hand and notarial seal.

Elizabeth A. L'Heureux
Notary Public

My Commission Expires:7-1-86

STATE OF MARYLAND)
) SS:
COUNTY OF MARYLAND)

I HEREBY CERTIFY that on this 12th day of June, 1986, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Vanita Parrett, who made oath in due form of law that she executed in her capacity as Secretary of Maryland Mutual No. Ten, Inc., the foregoing document (Certification of Amendment of By-Laws, Maryland Mutual No. Ten, Inc.) for the purposes therein contained, and acknowledges this to be her act.

WITNESS my hand and notarial seal.

Elizabeth A. L'Heureux
Notary Public

My Commission Expires:7-1-86

EXHIBIT I

EXCERPT FROM MINUTES OF THE
ANNUAL MEETING OF THE MEMBERSHIP OF

MARYLAND MUTUAL NO. TEN, INC.

April 15, 1986

Whereas it has been determined that it is desirable to amend Article VIII, Section 1, 4, and 7 of the By-Laws of the Council of Unit Owners of Maryland Mutual No. Ten, Inc., after the Membership cast ballots regarding the proposed amendments, they were passed by unit owners representing more than 69.2% of the membership.

AMEND ARTICLE VIII, Section 1 (e) by adding, a new beginning phrase "the cost of repairing, by Leisure World Physical Properties, economically repairable plumbing fixtures, water heaters, heating and air conditioning equipment, lighting fixtures, refrigerators, dishwashers, clothes washers/dryers, disposals, ranges, and range hoods, except that the owner will pay the cost of each service call". Also, and by deleting the phrase "or any fixtures or equipment located therein" at the end of paragraph (e) so that Section 1 (e) will read as follows:

"(e) The cost of repairing, by Leisure World Physical Properties, economically repairable plumbing fixtures, water heaters, heating and air conditioning equipment, lighting fixtures, refrigerators, dishwashers, clothes washers/dryers, disposals, ranges, and range hoods, except that the owner will pay the cost of each service call. Also, the cost of painting, maintaining, repairing and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however that nothing herein contained shall require the Council of Unit Owners to paint, repair, or otherwise maintain the interior of any unit."

AMEND ARTICLE VIII, Section 4, by deleting, in the first sentence the words "if any", and by deleting in the second sentence the words "maintain, repair or" and by deleting "freezers" and adding "range hoods" so that Section 4 will read as follows:

"Section 4. Duty to Maintain. Except for maintenance and repair requirements herein imposed upon the Council of Unit Owners, the owner of any unit shall, at his own expense, maintain the interior of his unit and any and all equipment therein situate, and its other appurtenances, in good order, condition and repair and in a clean and sanitary condition, and shall do all

redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his unit. In addition to the foregoing, the owner of any unit shall, at his own expense, replace any plumbing fixtures, water heaters, heating and air conditioning equipment, lighting fixtures, refrigerators, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hood, and other equipment that may be in or appurtenant to such unit in a clean, orderly and sanitary condition, but may not erect thereon an addition to the unit, except as provided in Article XI."

LIBER 7372 FOLIO 435

AMEND ARTICLE VIII, Section 7, by deleting the last nineteen words of this paragraph. The paragraph will then read as follows:

"Section 7. Easements for Utilities and Related Purposes. The Council of Unit Owners is authorized and empowered to grant such licenses, easements and rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gaslines, storm drains, underground conduits and such other purposes related to the provision of public utilities to the condominium or other similar condominiums as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation of the health, safety, convenience and welfare of the owners of the units, but only under the following condition: By giving 30 days notice to all unit owners and mortgagees of record that the Board plans to consider a specific easement and by giving all unit owners and mortgagees a reasonable opportunity to present their views."

THIS IS TO CERTIFY that the foregoing amendment to the By-Laws was adopted at the annual meeting of the membership of the Council of Unit Owners of Maryland Mutual No. Ten, Inc., on April 15, 1986, and that said action is approved by the Board of Directors.

ATTEST:

Elizabeth A. L'Heureux
Assistant Secretary

Bud Turnbull
President

CERTIFICATE AND REPORT

OF

INSPECTORS OF ELECTION

The undersigned, duly appointed Inspectors of Election of _____
MARYLAND MUTUAL NO. TEN, INC.,
hereby certify as follows:

- (A) That an annual meeting of the Corporation was held on the 15th day of April, 1986, pursuant to due notice.
- (B) That before entering upon the discharge of our duties we were severally sworn, and the oath so taken by us is annexed hereto.
- (C) That we inspected the signed proxies used at the meeting, if any, and found the same to be in proper order.
- (D) That members representing at least 51 percent of the total value of the project were present at the meeting, either in person or by proxy.
- (E) That we received the votes by the members by ballot for the election of two directors of the Corporation and that the following received the number of votes set opposite their names, said votes representing the percentages of the total value of the project set opposite their respective names:
- (F) That we received the votes by the members by ballot for by-Law amendments and that the following amendment received the votes representing the percentages of the total value of the project set opposite the respective amendment. (See reverse side).

Inspector

Inspector

Inspector

OATH OF INSPECTORS OF ELECTION

STATE OF MARYLAND)
) S S
COUNTY OF MONTGOMERY)

The undersigned, duly appointed Inspectors of Election of _____
MARYLAND MUTUAL NO. TEN, INC. _____

being severally and duly sworn, do solemnly swear that we will fairly and impartially perform our duties as Inspectors of Election at the election to be held on April 15 , 1986_____ for director of the Corporation, and will faithfully and diligently canvass the votes cast at such election and honestly and truthfully report the results of said election.

Inspector

Inspector

Inspector

SUBSCRIBED AND SWORN to before me on this 15th day of April, 1986.

Notary Public

My Commission Expires: 7-1-86

REPORT OF INSPECTORS OF ELECTION
MEMBERS REPRESENTED AT ANNUAL MEETING

The undersigned, duly appointed and qualified Inspectors of Election at the annual meeting of members of MARYLAND MUTUAL NO. TEN, INC. held on Tuesday, April 15th, 1986 hereby certify that there are present in person or by proxy a total of 108 memberships of said Corporation, as follows, and that the same represent 69.2% percent of the total value of the project known as MARYLAND MUTUAL NO. TEN, INC.

Present 81 (in person)

Proxy 27

WITNESS our hands the year and day first above written

Inspector

Inspector

Inspector

CERTIFICATE OF AMENDMENT

OF BY-LAWS

MARYLAND MUTUAL NO. TEN, INC.

A CONDOMINIUM

This is to certify that the By-Laws of Maryland Mutual No. Ten, Inc. a Maryland Corporation referred to in that Master Deed, made by Rossmoor Corporation, recorded among the Land Records of Montgomery County, Maryland, in Liber 4144 at Folio 392, et. seq., (said By-Laws being attached to said Master Deed as "Exhibit B" were duly amended at the Special Meeting of the membership of said Corporation held on the 22nd day of June 1985; that said meeting was duly called pursuant to all requirements for notice so as to permit said amendment of the By-Laws; that said amendment was duly adopted at said meeting in accordance with all requirements for adoption of an amendment to said By-Laws; that the entry from the minutes of said meeting attached hereto as "Exhibit I" is a true and complete copy of the amendment so adopted; and that attached hereto as "Exhibit II" is a certificate of the persons appointed to count votes at the meeting of the Council of Unit Owners; that the amendment was approved by unit owners having the percentage of votes required by the By-Laws.

In witness whereof we hereunto set our hands and seals this 24th day of August, 1985.

LaReau Keagle, President

Maryland Mutual No. Ten, Inc.

ATTEST:

Vanita Parrett, Secretary

Maryland Mutual No. Ten, Inc.

STATE OF MARYLAND)
) SS:
COUNTY OF MARYLAND)

I HEREBY CERTIFY that on this 24th day of August, 1989, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared LaReau Keagle, who made oath in due form of law that he executed in his capacity as President of Maryland Mutual No. Ten, Inc., the foregoing document (Certification of Amendment of By-Laws, Maryland Mutual No. Ten, Inc.) for the purposes therein contained, and acknowledges this to be his act.

WITNESS my hand and notarial seal.

Elizabeth A. L'Heureux
Notary Public

My Commission Expires:7-1-90

STATE OF MARYLAND)
) SS:
COUNTY OF MARYLAND)

I HEREBY CERTIFY that on this 24th day of August, 1989, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Vanita Parrett, who made oath in due form of law that she executed in her capacity as Secretary of Maryland Mutual No. Ten, Inc., the foregoing document (Certification of Amendment of By-Laws, Maryland Mutual No. Ten, Inc.) for the purposes therein contained, and acknowledges this to be her act.

WITNESS my hand and notarial seal.

Elizabeth A. L'Heureux
Notary Public

My Commission Expires:7-1-86

EXHIBIT I

EXCERPT FROM MINUTES OF THE
SPECIAL MEETING OF THE MEMBERSHIP OF
MARYLAND MUTUAL NO. TEN, INC.

JUNE 22, 1989

WHEREAS, it has been determined that it is desirable to amend Article X, Section 2, Use Restrictions, Age etc. of the By-Laws of Maryland Mutual No. Ten, Inc. after the membership cast ballots regarding the proposed amendment, the amendment was passed by 84.6% of the membership to

Amend Article X, Section 2, to read as follows:

"It is the intention of this Mutual to provide housing for older persons. In furtherance of this:

- (1) At least one of the persons who reside in any unit in this Mutual must be 55 years of age or older;
- (2) No other resident of the unit may be under the age of 50 years, except as follows:
 - (i) a person under the age of 18 years may reside in the unit, but not for an aggregate of more than 30 days in any calendar
 - (ii) any other person under the age of 50 years may reside in the unit, but not for an aggregate of more than 90 days in any calendar year; and
 - (iii) a disabled relative of a resident of the unit, if such resident is 50 years of age or older, may reside with such resident in the unit.

If a resident of a unit in the Mutual who is 55 years of age or older dies or ceases to be such a resident and no other resident of the unit is 55 years of age or older, the provisions of clause (1) of the preceding sentence do not apply to that unit if (as provided by law) at least 60 percent of the units in the Mutual do meet the requirement of that paragraph."

LaReau Keagle, President

ATTEST:

Vanita Parrett, Secretary

OATH OF INSPECTORS OF ELECTION

STATE OF MARYLAND)
) S S
COUNTY OF MONTGOMERY)

The undersigned, duly appointed Inspectors of Election of _____
Maryland Mutual No. Ten, Inc.,
being severally and duly sworn, do solemnly swear that we will fairly and
impartially perform our duties as Inspectors of Election at the election to
be held on June 22, 1989 for director of the Corporation, and will
faithfully and diligently canvas the votes cast at such election and
honestly and truthfully report the results of said election.

Inspector

Inspector

Inspector

SUBSCRIBED AND SWORN to me before on this _____ day of _____, _____.

Notary Public

CERTIFICATE OF AMENDMENT

OF BY-LAWS

MARYLAND MUTUAL NO. TEN, INC.



This is to certify that the By-Laws of Maryland Mutual No. Ten, Inc., a Maryland Corporation, referred to in that Master Deed, made by Rossmoor Corporation, recorded among the Land Records of Montgomery County, Maryland, in Liber 4144 at Folio 392, et seq., (said By-Laws being attached to said Master Deed as "Exhibit B") were duly amended at the annual meeting of the membership of said corporation held on the 17th day of April 1990; that said meeting was duly called pursuant to all requirements for notice so as to permit said amendment of the By-Laws; that said amendment was duly adopted at said meeting in accordance with all requirements for adoption of an amendment to said By-Laws; that the entry from the minutes of said meeting attached hereto as "Exhibit I" is a true and complete copy of the amendment so adopted; and that attached hereto as "Exhibit II" is a certificate of the persons appointed to count votes at the meeting of the Council of Unit Owners; that the amendment was approved by unit owners having the percentage of votes required by the By-Laws.

In witness whereof we hereunto set our hands and seals this 24th day of August, 1990.

LaReau Keagle, President
Maryland Mutual No. Ten, Inc.

ATTEST:

Vanita Parrett, Secretary
Maryland Mutual No. Ten, Inc.

Parcel ID 1466405

EXHIBIT I

EXCERPT FROM MINUTES OF THE
ANNUAL MEETING OF THE MEMBERSHIP OF
MARYLAND MUTUAL NO. TEN, INC.

APRIL 17, 1990

WHEREAS, it has been determined that it is desirable to amend Article VIII, Section 1 (e) and Section 4 of the By-Laws of Maryland Mutual No. Ten, Inc., after the Membership cast ballots regarding the proposed amendments, it was passed by 67.59% of the membership to

AMEND ARTICLE VIII, Section 1 (e), Management & Common Expenses by deleting the first paragraph and the first word in the second paragraph and by inserting "or any fixtures or equipment located therein" at the end of the second paragraph. The Section will then read as follows:

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

LIBER 9497 FOLIO 697

AMEND ARTICLE VIII, Section 4, Duty to Maintain by inserting in the first sentence the words "if any" and by inserting in the second sentence the words "maintain, repair or" and by adding "freezers" and deleting "range hoods" so Section 4 reads as follows:

"Section 4. Duty to Maintain. Except for maintenance requirements herein imposed upon the Council of Unit Owners, if any, the owner of any unit shall, at his own expense, maintain the interior of his unit and any and all equipment therein situate, and its other appurtenances, in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his unit. In addition to the foregoing, the owner of any unit shall, at his own expense, maintain, repair or replace any plumbing fixtures, water heaters, heating and air conditioning equipment, lighting fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposals, ranges, and other equipment that may be in or appurtenant to such unit. The owner of any

unit shall also, at his own expense, maintain any limited common elements which may be appurtenant to such unit in a clean, orderly and sanitary condition, but may not erect thereon an addition to the unit, except as provided in Article XI."

THIS IS TO CERTIFY that the foregoing amendment to the Bylaws was adopted at the annual meeting of the membership of Maryland Mutual No. Ten, Inc. on April 17, 1990 and that said action is approved by the Board of Directors and that the attached is a true copy of the new Bylaws so adopted.

LaReau Keagle, President
Maryland Mutual No. Ten, Inc.

ATTEST:

Vanita Parrett, Secretary
Maryland Mutual No. Ten, Inc.

STATE OF MARYLAND)
) SS:
COUNTY OF MARYLAND)

I HEREBY CERTIFY that on this 24th day of August, 1990, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Mr. LaReau Keagle, who made oath in due form of law that he executed in his capacity as President of Maryland Mutual No. Ten, Inc., the foregoing document (Certification of Amendment of By-Laws, Maryland Mutual No. Ten, Inc.) for the purposes therein contained, and acknowledges this to be his act.

WITNESS my hand and notarial seal.

Elizabeth A. L'Heureux
Notary Public

My Commission Expires:8-1-93

STATE OF MARYLAND)
) SS:
COUNTY OF MARYLAND)

I HEREBY CERTIFY that on this 24th day of August, 1990, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Vanita Parrett, who made oath in due form of law that she executed in her capacity as Secretary of Maryland Mutual No. Ten, Inc., the foregoing document (Certification of Amendment of By-Laws, Maryland Mutual No. Ten, Inc.) for the purposes therein contained, and acknowledges this to be her act.

WITNESS my hand and notarial seal.

Elizabeth A. L'Heureux
Notary Public

My Commission Expires:8-1-93

CERTIFICATE AND REPORT

OF

INSPECTORS OF ELECTION

The undersigned, duly appointed Inspectors of Election of _____
Maryland Mutual No. Ten, Inc.

hereby certify as follows:

- (A) That an annual meeting of the Corporation was held on the 17th day of April, 1990, pursuant to due notice.
- (B) That before entering upon the discharge of our duties we were severally sworn, and the oath so taken by us is annexed hereto.
- (C) That we inspected the signed proxies used at the meeting, if any, and found the same to be in proper order.
- (D) That members representing at least 88.48 percent of the total value of the project were present at the meeting, either in person or by proxy.
- (E) That we received the votes by the members by ballot for the election of three directors of the Corporation and that the following received the number of votes set opposite their names, said votes representing the percentages of the total value of the project set opposite their respective names:
- (F) That we received the votes by the members by ballot for by-law amendments and that the following amendment received the votes representing the percentages of the total value of the project set opposite the respective amendment. (See reverse side).

Inspector

Inspector

Inspector

MASTER TALLY SHEET

Bylaw Amendments		.005669- Blue	.006448- Yellow	Total
Amend. Art VIII Sect.1.(e)	FOR	.102042	.573872	.675914
	AGAINST	.028545	.154752	.183097
Amend. Art VIII Sect. 4	FOR	.102042	.573872	.675914
	AGAINST	.028345	.154752	.183097

Inspector of Election

Inspector of Election

Inspector of Election

LIBER 0010112 FOLIO 523

CERTIFICATE OF AMENDMENT

OF BY-LAWS

MARYLAND MUTUAL NO. TEN, INC.

This is to certify that the By-Laws of Maryland Mutual No. Ten, Inc., a Maryland Corporation, referred to in that Master Deed, made by Rossmoor Corporation, recorded among the Land Records of Montgomery County, Maryland, in Liber 4144 at Folio 392, et seq., (said By-Laws being attached to said Master Deed as "Exhibit B") were duly amended at the annual meeting of the membership of said corporation held on the 16th day of April 1990; that said meeting was duly called pursuant to all requirements for notice so as to permit said amendment of the By-Laws; that said amendment was duly adopted at said meeting in accordance with all requirements for adoption of an amendment to said By-Laws; that the entry from the minutes of said meeting attached hereto as "Exhibit I" is a true and complete copy of the amendment so adopted; and that attached hereto as "Exhibit II" is a certificate of the persons appointed to count votes at the meeting of the Council of Unit Owners; that the amendment was approved by unit owners having the percentage of votes required by the By-Laws.

In witness whereof we hereunto set our hands and seals this _____ day of May, 1991.

LaReau Keagle, President
Maryland Mutual No. Ten, Inc.

ATTEST:

Martha Browne, Secretary
Maryland Mutual No. Ten, Inc.

EXHIBIT I

EXCERPT FROM MINUTES OF THE
ANNUAL MEETING MEMBERSHIP OF
MARYLAND MUTUAL NO. TEN, INC.

APRIL 16, 1991

WHEREAS, it has been determined it is desirable to amend ARTICLE IX Section 5 (b) & (c) of the Bylaws of Maryland Mutual Inc., after the Membership cast ballots regarding the amendments, it was passed by 77.4% of the membership to

AMEND ARTICLE IX, SECTION 5. (b) & (c) by deleting paragraph (b) & (c) in its entirety and inserting in lieu thereof the following two paragraphs:

(b) Interest on unpaid assessment; late charges; demand for Interest of remaining annual assessment. - Any assessment, or installment thereof, not paid when due shall bear interest, at the option of the Council of Unit Owners, from the date when due until paid at the rate provided in the Bylaws, not to exceeding 18 percent per annum, and if no rate is provided, then at 18 percent

(c) The Bylaws may also provide for a late charge of \$15.00 or one-tenth of the total amount of any delinquent assessment or installment, whichever is greater, provided the charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least 15 days.

IS TO CERTIFY that the foregoing amendment to the Bylaws adopted at the annual meeting of the membership of Maryland Mutual No. Ten, Inc. on April 16, 1991 and that said action is approved by the Board of Directors and that the attached is a true copy of the new Bylaws so adopted.

LaReau Keagle, President
Maryland Mutual No. Ten, Inc.

ATTEST:

Martha Browne, Secretary
Maryland Mutual No. Ten, Inc.

OATH OF INSPECTORS OF ELECTION

STATE OF MARYLAND)
) S S
COUNTY OF MONTGOMERY)

The undersigned, duly appointed Inspectors of Election of _____
Maryland Mutual No. Ten, Inc. _____,
being severally and duly sworn, do solemnly swear that we will fairly and
impartially perform our duties as Inspectors of Election at the election to
be held on Tuesday, April 16, 1991 for director of the Corporation, and
will faithfully and diligently canvas the votes cast at such election and
honestly and truthfully report the results of said election.

Inspector

Inspector

Inspector

SUBSCRIBED AND SWORN to me before on this 16th day of April, 1991 .

Notary Public
My Commission Expires: 8-1-93

CERTIFICATE AND REPORT

OF

INSPECTORS OF ELECTION

The undersigned, duly appointed Inspectors of Election of _____
Maryland Mutual No. Ten, Inc.

hereby certify as follows:

- (A) That an annual meeting of the Corporation was held on the 16th day of April, 1991, pursuant to due notice.
- (B) That before entering upon the discharge of our duties we were severally sworn, and the oath so taken by us is annexed hereto.
- (C) That we inspected the signed proxies used at the meeting, if any, and found the same to be in proper order.
- (D) That members representing at least 79.92 percent of the total value of the project were present at the meeting, either in person or by proxy.
- (E) That we received the votes by the members by ballot for the election of two directors of the Corporation and that the following received the number of votes set opposite their names, said votes representing the percentages of the total value of the project set opposite their respective names:
- (F) That we received the votes by the members by ballot for by-law amendments and that the following amendment received the votes representing the percentages of the total value of the project set opposite the respective amendment. (See reverse side).

Inspector

Inspector

Inspector

REPORT OF INSPECTORS OF ELECTION
MEMBERS REPRESENTED AT ANNUAL MEETING

The undersigned, duly appointed and qualified Inspectors of Election at the Annual meeting of members of _____

MARYLAND MUTUAL NO. TEN, INC., _____ held on April, 16, 1991, hereby certify that there are present in person or by a proxy a total of 127 memberships of said Corporation, as follows, and that the same represent 79.92 percent of the total value of the project known as MARYLAND MUTUAL NO. TEN, INC..

Present 66 (in person)

Proxy 61

WITNESS our hands the year and day first above written

Inspector

Inspector

Inspector

MASTER TALLY SHEET

Bylaw Amendment	.005669-Blue	.006448-Yellow	Total
Amend Article IX, FOR Sect. 5. (b) & (c)	.090704	.683438	77.4192
Against	.005669	.012869	.018538
VOID		4	.025792

Inspector of Election

Inspector of Election

Inspector of Election

CERTIFICATE OF AMENDMENT
OF BY-LAWS
COUNCIL OF UNIT OWNERS

MUTUAL 10 – CONDOMINIUM OF ROSSMOOR, INC.

This is to certify that the By-Laws of Maryland Mutual 10- Condominium of Rossmoor, Inc., a Maryland Corporation referred to the Land records of Montgomery County, Maryland, in Liber 4144 at Folio 392, et. Req., (said By-Laws being attached to said Declaration as "Exhibit B") were duly amended at the Special Meeting of the membership of said Corporation held on the 2nd day of November, 2005; that said meeting was duly called pursuant to all requirements for notice so as to permit said amendment of the By-Laws; that said amendment was duly adopted at said meeting in accordance with all requirements for adoption of an amendment to said By-Laws; that the entry from the minutes of said meeting attached hereto as "Exhibit I" is a true and complete copy of the amendments so adopted; and that attached hereto as "Exhibit II" is a certificate of the persons appointed to count votes at the meeting of the Council of Unit Owners; that the amendment was approved by unit owners having the percentage of votes required by the By-Laws.

In witness whereof we hereunto set our hands and seals this 19th day of December, 2005.

Harold Steele, President
Council of Unit Owners of Mutual 10
Condominium of Rossmoor, Inc.

75
20
BS

ATTEST:

Joseph Dunn, Secretary

Council of Unit Owners of Mutual 10
Condominium of Rossmoor, Inc.

IMP FD SURE 20.00
RECORDING FEE 75.00
TOTAL 95.00
Rest NO88 Rept # 6726
MOR GNC BIK # 6240
Dec 19, 2005 12:00 pm

ID# 1466405

Mail To: Sharon Palmer
3701 Rossmoor Boulevard
Silver Spring, Maryland 20906

FILED
MOLLY O. RUHL
CLERK'S OFFICE
MONTGOMERY CO. MD

2005 DEC 19 P 12:08

EXHIBIT I

EXCERPT FROM MINUTES OF THE
 SPECIAL MEETING OF THE MEMBERSHIP OF
 COUNCIL OF UNIT OWNERS OF
 MUTUAL 10 – CONDOMINIUM OF ROSSMOOR, INC.
 NOVEMBER 2, 2005

WHEREAS, It has been determined that it is desirable to amend Article XIII, Section 1. Casualty Damage of the Bylaws of Mutual 10 – Condominium of Rossmoor, Inc. After the membership cast ballots regarding the proposed amendment, the amendment was passed by 76% of the membership to:

Amend Article XIII: Section 1. To read as follows:


Amend Article XIII: Section 1. Casualty Damage – Reconstruction or Repair

The deductible if any, on any master property damage insurance claim shall be a common expense, subject to the provisions of this subsection.

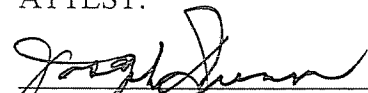
If the cause of any casualty damage originates in a unit, the owner of the unit shall be responsible for paying the deductible amount with respect to any claim made under the Association's master property damage insurance policy, up to the maximum amount permitted by the Maryland Condominium Act, and such amount may be assessed against the unit as part of the lien for assessments. Any portion of the deductible amount in excess of the maximum permitted by the Maryland Condominium Act shall be a common expense.

This subsection shall not be construed to relieve any unit owner from the responsibility for paying the cost of unit maintenance and repair or from liability arising from the owner's failure to maintain or repair the owner's unit.

This subsection shall not be construed to limit any party's liability to the Association or to any unit owner for party's wrongful or negligent acts or omissions, nor to limit any right of the Association or of any unit owner to seek reimbursement of any deductible amount paid under this subsection from a party whose wrongful or negligent acts or omissions caused the damage for which the insurance claim was submitted, as permitted in these bylaws or otherwise.


 Harold Steele, President

ATTEST:


 Joseph Dunn, Secretary

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ROSICK JOSEPH A &	13 01500254	14700 BIGBY CT	H	HR53
HILTON PATRICIA A	13 01500367	14701 BIGBY CT	H	HR53
GRAHAM NORMA L ET	13 01500265	14702 BIGBY CT	H	HR53
HUMMEL JAMES A &	13 01500356	14703 BIGBY CT	H	HR53
FURNARY DOROTHY W	13 01500276	14706 BIGBY CT	H	HR53
BELT WALTER E JR	13 01500323	14707 BIGBY CT	H	HR53
PEMBERTON BETTY N	13 01500287	14708 BIGBY CT	N	HR53
CALDWELL BARRY H	13 01500312	14709 BIGBY CT	N	HR53
HEDGPETH MONTARIE	13 01500301	14713 BIGBY CT	H	HR53
COSMAN MONTFORD &	13 01500298	14715 BIGBY CT	H	HR53

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<u>LA MARSH ALICE L</u>	13 01499850	14600 DEERHURST TER	H	HR53
<u>GREEN BETTY J TR</u>	13 01499883	14601 DEERHURST TER	H	HR53
<u>STOUT RUTH R</u>	13 01499861	14602 DEERHURST TER	H	HR53
<u>SHPUR CHARLOTTE T</u>	13 01499872	14603 DEERHURST TER	H	HR53
<u>MCCARTHY MARY C</u>	13 01499837	14606 DEERHURST TER	H	HR53
<u>MCDONALD HELEN E</u>	13 01499906	14607 DEERHURST TER	H	HR53
<u>FORD MELVA C</u>	13 01499848	14608 DEERHURST TER	H	HR53
<u>COURTNEY NANCY T</u>	13 01499894	14609 DEERHURST TER	H	HR53
<u>VAN SCOYOC STUART</u>	13 01499815	14612 DEERHURST TER	H	HR53
<u>BARNETT ROBERT A</u>	13 01499928	14613 DEERHURST TER	N	HR53
<u>FERRARO RUTH J</u>	13 01499826	14614 DEERHURST TER	H	HR53
<u>DOSSEY EVELYN R T</u>	13 01499917	14615 DEERHURST TER	H	HR53
<u>LYNT RICHARD K &</u>	13 01499941	14619 DEERHURST TER	H	HR53
<u>GOLD BERTHA TR ET</u>	13 01500015	14620 DEERHURST TER	H	HR53
<u>MCCARTHY PATRICIA</u>	13 01499930	14621 DEERHURST TER	N	HR53
<u>REISS PATSY N ET</u>	13 01500026	14622 DEERHURST TER	H	HR53
<u>CALLAGHAN MARION</u>	13 01499963	14625 DEERHURST TER	H	HR53
<u>MURPHY DOROTHY L</u>	13 01499996	14626 DEERHURST TER	H	HR53
<u>BADINELLI JOSEPH</u>	13 01499952	14627 DEERHURST TER	H	HR53
<u>CAVE WILLIAM M</u>	13 01500004	14628 DEERHURST TER	H	HR53
<u>WEISMAN HERMAN M</u>	13 01499985	14631 DEERHURST TER	H	HR53
<u>FLAHERTY NORMA B</u>	13 01499974	14633 DEERHURST TER	H	HR53

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<u>LIPSHITZ SEYMOUR</u>	13 01499757	3300 DENSMORE CT	H	HR53
<u>MCCARTHY THOMAS F</u>	13 01499746	3301 DENSMORE CT	H	HR53
<u>BEAUDOIN CYNTHIA</u>	13 01499768	3302 DENSMORE CT	H	HR53
<u>TREADWAY ANN M ET</u>	13 01499735	3303 DENSMORE CT	H	HR53
<u>ISAACS LESLIE & E</u>	13 01499770	3306 DENSMORE CT	H	HR53
<u>SALAZAR OSCAR A &</u>	13 01499724	3307 DENSMORE CT	H	HR53
<u>GRAY C ROBERT & B</u>	13 01499781	3308 DENSMORE CT	H	HR53
<u>HUGHES ARTHUR J &</u>	13 01499713	3309 DENSMORE CT	H	HR53
<u>STARTZELL DOROTHY</u>	13 01499792	3312 DENSMORE CT	H	HR53
<u>QUINN JOSEPH R &</u>	13 01499702	3313 DENSMORE CT	H	HR53
<u>ODAY ELIZABETH K</u>	13 01499804	3314 DENSMORE CT	H	HR53
<u>BAKER FRANCIS B</u>	13 01499690	3315 DENSMORE CT	H	HR53

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<u>MARVIN JOHN F ET</u>	13 01499278	14500 ELMHAN CT	N	HR53
<u>JUDSON EDITH Y</u>	13 01499303	14501 ELMHAN CT	H	HR53
<u>HOU IRENE L ET AL</u>	13 01499280	14502 ELMHAN CT	H	HR53
<u>DUNN JOSEPH A SR</u>	13 01499291	14503 ELMHAN CT	H	HR53
<u>HEINE CORNELIUS W</u>	13 01499256	14506 ELMHAN CT	H	HR53
<u>SELFON NATHALINE</u>	13 01499325	14507 ELMHAN CT	H	HR53
<u>IVAN DIANE G & MI</u>	13 01499267	14508 ELMHAN CT	H	HR53
<u>POSTORINO AUGUST</u>	13 01499314	14509 ELMHAN CT	H	HR53
<u>RIVAS RUBEN N & J</u>	13 01499234	14512 ELMHAN CT	H	HR53
<u>MCCARTHY JOHN E T</u>	13 01499347	14513 ELMHAN CT	H	HR53
<u>BROWNING JOSEPHIN</u>	13 01499245	14514 ELMHAN CT	H	HR53
<u>DINSMORE EARL I &</u>	13 01499336	14517 ELMHAN CT	H	HR53

**Charles
Parrish**
443.253.3886



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PERGE CELIA HUTCH	13 01498992	3400 HALLATON CT	H	HR53
FICKEY CHARLES J	13 01498946	3401 HALLATON CT	H	HR53
ROSENBERG HERBERT	13 01499006	3402 HALLATON CT	H	HR53
HOLLIFIELD FRANCI	13 01498935	3403 HALLATON CT	H	HR53
SENGSTACK JOHN M	13 01498970	3406 HALLATON CT	H	HR53
ELLIOTT JAMES R	13 01498968	3407 HALLATON CT	H	HR53
WENDAL CHARLES V	13 01498981	3408 HALLATON CT	H	HR53
OCONNOR JEANNE R	13 01498957	3409 HALLATON CT	H	HR53

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GAYNOR NATHAN	13 01499110	14500 KELMSCOT DR	H	HR53
BYRNES JOAN M	13 01498902	14501 KELMSCOT DR	H	HR53
ZAHAVI DAHLIA TR	13 01499121	14502 KELMSCOT DR	H	HR53
KASZYNSKI EDWIN	13 01466495	14503 KELMSCOT DR	H	HR53
OAKES GAIL E TRUS	13 01499132	14506 KELMSCOT DR	H	HR53
PUGLIESE THEODORA	13 01498924	14507 KELMSCOT DR	H	HR53
MURPHY EVA C ET A	13 01499143	14508 KELMSCOT DR	H	HR53
MAURER DAWN D ET	13 01498913	14509 KELMSCOT DR	H	HR53
OKONEK MARY B	13 01499154	14512 KELMSCOT DR	H	HR53
BARTON THOMAS E &	13 01499165	14514 KELMSCOT DR	H	HR53
GOSNELL GARY E	13 01499028	14521 KELMSCOT DR	N	HR53
SUTTON GRACE H	13 01499017	14523 KELMSCOT DR	H	HR53
PFEIFFER JOAN TRU	13 01499041	14527 KELMSCOT DR	H	HR53
MOY HARRY ET AL	13 01499030	14529 KELMSCOT DR	H	HR53
COOPER JAMES K &	13 01499176	14530 KELMSCOT DR	H	HR53
KAVOUNIS JOAN B	13 01499187	14532 KELMSCOT DR	H	HR53
STRAHAN WILLIAM &	13 01499063	14533 KELMSCOT DR	H	HR53
RANHART DANIEL M	13 01499052	14535 KELMSCOT DR	H	HR53
ABEL FRANK W SR &	13 01499198	14536 KELMSCOT DR	H	HR53
FASSBACH DOROTHY	13 01499201	14538 KELMSCOT DR	H	HR53
JORDAN HERBERT H	13 01499085	14539 KELMSCOT DR	H	HR53
EDMUNDS EVELYN L	13 01499074	14541 KELMSCOT DR	H	HR53
RONSON RICHARD W	13 01499212	14542 KELMSCOT DR	H	HR53
CHAPARAS SOTIROS	13 01499223	14544 KELMSCOT DR	H	HR53
KUSHNER HARVEY D	13 01499108	14545 KELMSCOT DR	H	HR53
HENRIKSEN ELIZABE	13 01499096	14547 KELMSCOT DR	N	HR53
PRASCHIL ROY E &	13 01499393	14550 KELMSCOT DR	H	HR53
FUCHS HERBERT A &	13 01499405	14552 KELMSCOT DR	H	HR53
DAMATO SALVATORE	13 01499416	14556 KELMSCOT DR	H	HR53
ROCHE EILEEN C	13 01499427	14558 KELMSCOT DR	H	HR53

<u>MCPAHON JOHN J &</u>	13 01499438	14562 KELMSCOT DR	H	HR53
<u>HUGHES WILLIAM F</u>	13 01499440	14564 KELMSCOT DR	H	HR53
<u>SNOOTS SUSIE L TR</u>	13 01500460	14601 KELMSCOT DR	H	HR53
<u>HELSEL MARGIE L T</u>	13 01500458	14603 KELMSCOT DR	H	HR53
<u>SOHN MARVIN ET AL</u>	13 01499360	14607 KELMSCOT DR	H	HR53
<u>OLEARY ELAINE T</u>	13 01499358	14609 KELMSCOT DR	H	HR53
<u>BOUDREAU LAWRENCE</u>	13 01499382	14613 KELMSCOT DR	H	HR53
<u>DARLING RITA HOPP</u>	13 01499371	14617 KELMSCOT DR	N	HR53
<u>BLACK DOROTHY H</u>	13 01499655	14620 KELMSCOT DR	H	HR53
<u>PARRIS ELIZABETH</u>	13 01499666	14622 KELMSCOT DR	H	HR53
<u>KIRSCHNER NORMA T</u>	13 01499677	14626 KELMSCOT DR	H	HR53
<u>STOVALL JEROME D</u>	13 01499688	14628 KELMSCOT DR	H	HR53
<u>SABA ELAINE</u>	13 01500436	14640 KELMSCOT DR	H	HR53
<u>SIMS BETTY P</u>	13 01500447	14642 KELMSCOT DR	H	HR53
<u>WILLIAMS CAROLYN</u>	13 01500414	14646 KELMSCOT DR	H	HR53
<u>SHAULL GRACE C</u>	13 01500425	14648 KELMSCOT DR	H	HR53
<u>SMITH DOROTHY R E</u>	13 01500391	14652 KELMSCOT DR	H	HR53
<u>HEARN WINONA L</u>	13 01500403	14654 KELMSCOT DR	H	HR53
<u>MALIN JOYCE A</u>	13 01500378	14658 KELMSCOT DR	N	HR53
<u>GALLOGLY MARTHA D</u>	13 01500380	14660 KELMSCOT DR	H	HR53
<u>KLEIN LAVERL P</u>	13 01500037	14670 KELMSCOT DR	H	HR53
<u>FARAHPOUR MARCIA</u>	13 01500048	14672 KELMSCOT DR	H	HR53
<u>RUSSELL MARY G</u>	13 01500345	14675 KELMSCOT DR	H	HR53
<u>ONEILL LYDIA</u>	13 01500334	14677 KELMSCOT DR	H	HR53

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<u>MORSE RICHARD T S</u>	13 01500094	14700 LINDSEY LA	H	HR53
<u>DODGE LORENA E</u>	13 01500128	14701 LINDSEY LA	H	HR53
<u>SLAYMAKER BARBARA</u>	13 01500106	14702 LINDSEY LA	N	HR53
<u>GAGLIANO MARGARET</u>	13 01500117	14703 LINDSEY LA	H	HR53
<u>PERKINS DWIGHT D</u>	13 01500072	14706 LINDSEY LA	H	HR53
<u>PARKER BARBARA</u>	13 01500141	14707 LINDSEY LA	H	HR53
<u>FISHBEIN WILLIAM</u>	13 01500083	14708 LINDSEY LA	H	HR53
<u>STEELE HAROLD M T</u>	13 01500130	14709 LINDSEY LA	H	HR53
<u>MICHOS THEODORE P</u>	13 01500050	14712 LINDSEY LA	H	HR53
<u>BARRIOS ESTELLE</u>	13 01500163	14713 LINDSEY LA	H	HR53
<u>WALDRON ANNIE L T</u>	13 01500061	14714 LINDSEY LA	H	HR53
<u>AMATUCCI MARY LOU</u>	13 01500152	14715 LINDSEY LA	H	HR53
<u>OSTER DANA ET AL</u>	13 01500174	14800 LINDSEY LA	N	HR53
<u>IYER KIZHAKOOT S</u>	13 01500243	14801 LINDSEY LA	H	HR53
<u>ZICKEFOOSE KENNET</u>	13 01500185	14802 LINDSEY LA	H	HR53
<u>GORDON SARA ET AL</u>	13 01500232	14803 LINDSEY LA	H	HR53
<u>MIZELL KATHERINE</u>	13 01500196	14806 LINDSEY LA	H	HR53
<u>BRADY WAYNE H ET</u>	13 01500221	14807 LINDSEY LA	H	HR53
<u>CLARK MARGARET T</u>	13 01500208	14808 LINDSEY LA	H	HR53
<u>DALEY MARY ANN C</u>	13 01500210	14809 LINDSEY LA	H	HR53

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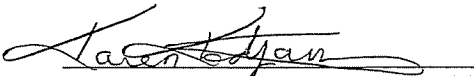
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<u>JACOBS JOHN LEE &</u>	13 01499575	3200 LUDHAM DR	H	HR53
<u>BIEMAN ANTHONY &</u>	13 01499564	3201 LUDHAM DR	N	HR53
<u>STEIN ELIZABETH E</u>	13 01499586	3202 LUDHAM DR	N	HR53
<u>QUADE LORENE</u>	13 01499553	3203 LUDHAM DR	H	HR53
<u>MISKO A DOROTHEA</u>	13 01499542	3207 LUDHAM DR	H	HR53
<u>PERRON EDWARD A T</u>	13 01499531	3209 LUDHAM DR	H	HR53
<u>GIACOMOZZI ANDREE</u>	13 01499520	3213 LUDHAM DR	H	HR53
<u>PETERSEN NORMAN H</u>	13 01499518	3215 LUDHAM DR	H	HR53
<u>SHARP DORIS B TR</u>	13 01499507	3219 LUDHAM DR	H	HR53
<u>KRAEMER GUSTAVE J</u>	13 01499597	3220 LUDHAM DR	H	HR53
<u>BATTE VIRGINIA</u>	13 01499495	3221 LUDHAM DR	H	HR53
<u>BRYAN GRACE O REV</u>	13 01499600	3222 LUDHAM DR	H	HR53
<u>KASPER HELEN G</u>	13 01499484	3225 LUDHAM DR	H	HR53
<u>BOCHINSKI JULIUS</u>	13 01499611	3226 LUDHAM DR	H	HR53
<u>ROWSE FLORA C & E</u>	13 01499473	3227 LUDHAM DR	H	HR53
<u>ADDISON EDWIN S &</u>	13 01499622	3228 LUDHAM DR	H	HR53
<u>BEAVERS DOREEN L</u>	13 01499462	3231 LUDHAM DR	H	HR53
<u>CARR JOAN V</u>	13 01499633	3232 LUDHAM DR	H	HR53
<u>BLUMENTHAL BERNIC</u>	13 01499451	3233 LUDHAM DR	H	HR53
<u>NULLMEYER DOROTHE</u>	13 01499644	3234 LUDHAM DR	N	HR53

STATE OF MARYLAND)
)SS:
 COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 19th day of December, 2005, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Harold Steele**, who made oath in due form of law that he executed in his capacity as President of the Council of Unit Owners, Mutual 10 – Condominium of Rossmoor, Inc., the foregoing document (Certification of Amendment of By-Laws, of said Corporation) for the purpose therein contained and acknowledges this to be his act.

WITNESS: my hand and notarial seal.

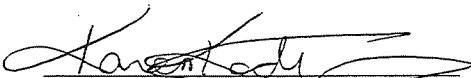

 Karen Kodjanian, Notary Public

My Commission Expires 4/21/08

STATE OF MARYLAND)
)SS:
 COUNTY OF MONTGOMERY)

I HEREBY CERTIFY THAT ON THIS 19th day of December, 2005, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Joseph Dunn**, who made oath in due form of law that he executed in his capacity as Secretary of Council of Unit Owners, Mutual 10 – Condominium of Rossmoor, Inc., the foregoing document (Certification of Amendment of By-Laws, of said Corporation) for the purpose therein contained, and acknowledges this to be his act.

WITNESS: my hand and notarial seal.


 Karen Kodjanian, Notary Public

My Commission Expires 4/21/08