

January 1982

BYLAWS

ROCKLAND RUN, A CONDOMINIUM

ARTICLE I

IDENTIFICATION OF THE CONDOMINIUM AND DEFINITIONS

1.1 Identification of the Condominium

A. The name of the Condominium is: ROCKLAND RUN, A CONDOMINIUM. The Condominium is located at 10 Longstream Court, Baltimore, Maryland.

B. The Condominium was submitted to the provisions of the Horizontal Property Act, Title II, Sections 11-101 et seq. of the Real Property Article, Annotated Code of Maryland (1974 Repl. Vol, 1981 Cum. Supp.), as amended (the "Act") by a Declaration and Plat recorded simultaneously herewith. These Bylaws are adopted pursuant to the Act, and provide for the self-government of the Condominium by the Council of Unit Owners, which has been or is intended to be incorporated as a Maryland non-profit corporation known as "The Council of Unit Owners of Rockland Run, A Condominium, Inc."

1.2 Definitions

Each of the following terms, as used in these Bylaws, shall have the same meaning as the meaning ascribed to it in the Condominium Declaration: "Council" or "Council of Unit Owners"; "Board of Directors"; "Buildings"; "Bylaws"; "Common Elements"; "Common Expenses and Profits"; "Condominium"; "Condominium Instruments"; "Condominium Plat"; "Condominium Unit"; "Declarant"; "Declaration"; "First Mortgagee"; "Fractional Interest"; "Person"; "Identifying Number"; "Land"; "Limited Common Elements"; "Managing Agent"; "Parking Areas"; "Person"; "Record"; "Rules and Regulations"; "Unit"; and "Unit Owner."

ARTICLE II

ADMINISTRATION; APPLICABILITY

2.1 Administration

The administration and management of the Condominium and the actions of the Unit Owners and the Council of Unit Owners and its Board of Directors and officers shall be governed by these Bylaws. The Council shall be incorporated. The Council's mailing address is 10 Longstream Court, Baltimore, Maryland 21209.

2.2 Applicability

All present and future Unit Owners and their tenants, licensees, invitees, servants, agents, employees and any other person or persons who are permitted to use the Condominium shall be subject to these Bylaws and the other Condominium Instruments and to the Rules and Regulations of the Council. Acquisition, rental or occupancy of a Unit shall constitute the Unit Owner's, tenant's or occupant's acceptance and ratification of, and agreement to comply with, these Bylaws and other Condominium Instruments, and any Rules and Regulations now existing or hereafter adopted.

ARTICLE III

COUNCIL OF UNIT OWNERS

3.1 Qualification

All Unit Owners in the Condominium, acting as a group in accordance with the Act and the Condominium Instruments, shall constitute the members of the Council of Unit Owners ("Council"). Any Unit Owner, upon acquiring title to a Unit, shall automatically become a member of the Council and shall remain a member thereof until such time as his ownership of such Unit ceases for any reason, at which time such Unit Owner's membership in the Council shall automatically cease. A person who holds any interest in a Unit solely as security for the performance of an obligation shall not be a member of the Council by virtue of such security interest.

3.2 Powers and Responsibilities

Pursuant to Section 11-109(b) of the Act, and except as otherwise expressly provided in these Bylaws or in the Declaration, the powers and responsibilities assigned by the Act to the Council are delegated to the Declarant pursuant to the Declaration until Units to which fifty-one percent (51%) of the votes in the Council appertain have been conveyed.

3.3 Place of Meetings

Meetings of the Council shall be held at such place as may be designated by the Board of Directors and stated in the notice of the meeting.

3.4 Annual Meeting

(a) The first annual meeting of the Council shall be held at a time and place to be designated by the Board of Directors: (i) within 90 days after Units to which fifty-one percent (51%) of the votes in the Council appertain have been conveyed, or (ii) on such earlier date as may be established by the Board of Directors. Thereafter, an annual meeting of the Council shall be held on a date to be established by the Board of Directors, but not later than 30 days prior to the end of the fiscal year. The annual meeting of the Council shall be held for the election of directors and the conduct of such other business as may be properly brought before the meeting.

(b) Following the first annual meeting of the Condominium, the Council shall register with the Department of Assessments and Taxation of the State of Maryland. In such registration, the Council shall provide the Department with the names and mailing addresses of the Condominium's officers and directors. An updated list, including the names and addresses of the Condominium's resident agent and Managing Agent, shall be provided to the Department by April 15 of each year thereafter.

* 3.5 Special Meetings

A special meeting of the Council may be called at any time after the first annual meeting, in the interval between annual meetings by the President, or by resolution of the Board of

Directors, or upon a petition signed and presented to the President or the Secretary by Unit Owners of Units to which not less than twenty-five percent (25%) of the votes in the Council appertain. The notice of any special meeting shall state the time, place and purpose of such meeting and shall be delivered or mailed at least 15 days prior to the meeting. No business shall be transacted at a special meeting except as stated in the notice.

3.6 Notices

The Secretary shall send a notice of meeting of the Council to each Unit Owner at least 15 days in advance of an annual meeting or of any other meeting. The notice shall state the time, place and purposes of the meeting. The notice shall be sent by United States mail to all Unit Owners of record at the address of their respective Units or to such other addresses as any of them may have designated to the Secretary in writing, or shall be hand-delivered by the Secretary. Placing the notice in the Unit Owner's mailbox or mail slot at the Condominium constitutes hand-delivery of the notice, provided that the Secretary certifies in writing that such notice was delivered. The mailing or hand-delivery of a notice of meeting in the manner provided herein shall constitute service of notice.

3.7 Voting

Each Unit is allocated one vote in the Council. A Unit Owner is entitled to cast the vote allocated to his Unit, but a Unit Owner may not vote at meetings of the Council (i) unless he has furnished the Council with his name and current mailing address and/or (ii) if the Council has recorded a 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. Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Council, that person shall be entitled to cast the vote allocated to that Unit. If more than one of such persons is present, however, the vote allocated to that Unit shall be cast only in accordance with the agreement of a majority of them (or, absent such agreement, such vote shall be divided equally among them), and such agreement shall be conclusively presumed if any one of them purports to cast the vote allocated to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Except where a greater number is required by the Act, the Declaration, or these Bylaws, and provided a quorum has been established pursuant to Paragraph 3.9 below, a majority of the Unit Owners present in person or by proxy at the beginning of such meeting is required to adopt decisions at any meeting of the Council. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Council to cast the votes to which each such Unit is entitled.

3.8 Proxies

The vote appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner on a form of proxy approved by the Board of Directors. Revocation of a proxy is not binding on the Council unless actual notice of the revocation is received by the officer presiding over the meeting. A proxy is not valid unless it is

dated and signed by the Unit Owner or by a person having authority to execute deeds on behalf of the Unit Owner. A proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy. The proxy is effective only for a maximum of 180 days following its issuance, unless granted to a mortgagee or lessee. A Unit Owner may appoint any other Unit Owner, the Declarant, or the Managing Agent as his proxy.

* 3.9 Quorum

The presence in person or by proxy of Unit Owners entitled to cast more than 25% of the votes in the Council shall constitute a quorum for the conduct of business. A quorum shall be deemed to be present throughout a meeting of the Council until adjournment if persons entitled to cast more than 25% of the votes are present in person or by proxy at the beginning of such meeting. If a meeting cannot be organized because a quorum has not attended, those present may recess the meeting from time to time until a quorum is present, when any business may be transacted that may have been transacted at the meeting as originally called.

3.10 Order of Business

The order of business at a meeting of the Council shall be as follows: (i) proof of notice of meeting; (ii) proof of quorum; (iii) reading of minutes of preceding meeting; (iv) election of inspectors of election; if applicable; (v) election of directors, if applicable; (vi) reports of officers and committees; (vii) unfinished business; and (viii) new business.

* 3.11 Conduct of Meeting

The President shall preside at meetings of the Council and the Secretary shall keep the minutes of meetings and shall count the votes. The then current Roberts Rules of Order shall govern the conduct of all meetings of the Council when not in conflict with the Act or the Condominium Instruments.

ARTICLE IV

BOARD OF DIRECTORS

4.1 Powers and Duties

The Board of Directors is the executive and administrative entity designated to act for the Council in governing the Condominium. The affairs and business of the Council shall be governed by the Board of Directors. The Board of Directors may exercise all powers of the Council except such as are by statute, by the Declaration, or by these Bylaws conferred upon or reserved to the Council. In particular, but not by way of limitation, the Board of Directors shall have the power to:

A. Prepare and adopt an annual budget for the Condominium.

B. Make and collect assessments against the Unit Owners to defray the Common Expenses, establish the method to collect such assessments from the Unit Owners, and establish the period of the installment payments of the annual

assessment. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month.

C. Provide for the operation, care, upkeep, maintenance and security of the Common Elements and for services to the Condominium.

D. Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be property of the Council.

E. Make and amend Rules and Regulations respecting the use of the Condominium.

F. Establish bank accounts for the Council and borrow money as necessary in connection with the operation, management, maintenance, or repair of the condominium, except that the total aggregate indebtedness outstanding from time to time shall not exceed fifty thousand dollars (\$50,000.00) without the prior approval of the Council.

G. Contract for the repair, additions, and improvements to, or alterations of, the Condominium and for the restoration of the Condominium, in accordance with the other provisions of these Bylaws.

H. Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations, and institute, maintain and defend proceedings and actions brought on behalf of or against the Council.

I. Maintain insurance required by Section 36 of the Declaration.

J. Pay the cost of services rendered to the Condominium for which the Council, as distinct from individual Unit Owners, is liable.

K. Keep the books of the Council with detailed accounts of the receipts and expenditures affecting the Condominium, specifying all expenses incurred, including prepaid expenses. The books and supporting vouchers and records shall be maintained in the State of Maryland and shall be available at a place in Baltimore County designated by the Board of Directors, for examination by the Unit Owners, or by their duly authorized agents or accountants or attorneys, or by the mortgagee of any Unit Owner, during regular business hours at the time and in the manner set by the Board of Directors. All books and records shall be kept in accordance with generally accepted accounting principles, and shall be audited at least once a year by an outside auditor employed by the Board of Directors, who shall not be a resident of the Condominium or a Unit Owner. The cost of such audit shall be a Common Expense.

L. Purchase Units on behalf of the Council at foreclosure or other judicial sale.

M. Enforce obligations of Unit Owners, allocate Common Profits and Common Expenses, and take such other actions as may be necessary or proper for the sound management of the Condominium. The Board of Directors shall have the power to levy fines against Unit Owners for violations of the Rules and Regulations. No fine may be levied for more than five dollars for any one violation; but for each day that a violation continues, after notice, it may be considered a separate violation. Collection of fines may be enforced against a Unit Owner as if the fines were an assessment for Common Expenses owed by the Unit Owner. If a Unit Owner persists in violating the Rules and Regulations, the Board of Directors may require him to post bond, satisfactory to it, to secure future compliance with the Rules and Regulations.

N. Do such things and acts (not inconsistent with the Act and with the Condominium Instruments) which may be authorized by the Council.

4.2 Number of Directors and Initial Selection of Board

The number of directors which constitutes the initial Board of Directors is three. The initial Board of Directors shall be comprised of three persons appointed by the Declarant and shall serve until the election of directors at the first annual meeting of the Council. The members of the Board of Directors shall be Unit Owners who are residents of the Condominium, except that Declarant's appointees need not be Unit Owners or residents of the Condominium, and the Declarant shall have the right in its sole discretion to replace such directors and to designate their successors if vacancies occur for any reason. In addition, so long as the Declarant owns any Condominium Unit, the Declarant may nominate persons who are neither residents nor unit owners for election to the Board, and such persons, if elected in the manner provided for herein, may serve on the Board. From and after the first annual meeting of the Council, the number of directors which constitutes the entire Board of Directors shall be not less than three nor more than five members.

4.3 Election and Term of Office

The Board of Directors shall be elected at the annual meeting of the Council, to serve until the next annual meeting of the Council and until their successors have been elected and qualified. Notwithstanding anything contained in these Bylaws to the contrary, until the first annual meeting of the Council the Declarant shall have the right to select the entire Board of Directors and to fill any vacancy occurring from the death, resignation or removal of a director by the Declarant or the Council. At the first annual meeting, the term of office of the director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the director receiving the second greatest number of votes shall be two (2) years and the term of office of the other directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective director, his/her successor shall be elected to serve a term of three (3) years. In the alternative, the Unit Owners may by resolution duly made and adopted at an annual meeting, resolve to fix the term of each director elected at any such meeting at two (2) years. Directors shall hold office until their successors have been elected and hold

their first regular meeting. There shall be no cumulative voting.

4.4 Annual Meeting

An annual organizational meeting of the Board of Directors shall be held within 10 days after the annual meeting of the Council. No notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the entire Board is present at the meeting.

4.5 Regular Meetings

Regular meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time by the Board of Directors, but at least one meeting shall be held in each quarter of each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail or telephone, at least 72 hours prior to the time of the meetings.

4.6 Special Meetings

Special meetings of the Board of Directors may be called by the President on 72 hours' notice to each director. Such notice shall be given personally or by mail or telephone, and 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 two directors.

4.7 Waiver of Notice

Notice of a meeting of the Board of Directors may be waived in writing by a director either before or after the meeting. Attendance at a meeting constitutes waiver of notice of that meeting.

4.8 Quorum

A majority of the entire Board of Directors shall constitute a quorum for a meeting of the Board of Directors. The votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting to a designated time and place. An adjourned meeting may be held as designated without further notice, and when a quorum is present any business may be transacted which might have been transacted at the meeting as originally called.

4.9 Vacancies

A vacancy on the Board of Directors caused by any reason, other than removal of a director by a vote of the Council, shall be filled by a vote of the majority of the remaining directors, even though they constitute less than a quorum; and each person so elected shall serve until the next annual meeting of the Council and until his successor is elected. A vacancy occurring on the Board of Directors by reason of an increase in the number of directors constituting the entire Board of Directors or by reason of the removal of a director by

a vote of the Council shall be filled by the Council at an annual meeting or at a special meeting called for that purpose.

4.10 Removal of Directors

A director may be removed with or without cause, and his successor elected then and there or thereafter, at a meeting of the Council at which a quorum is present, by a plurality of the votes cast. Any director whose removal has been proposed shall be given at least 10 days' notice of the calling of the meeting and the purpose thereof, and opportunity to be heard at the meeting.

4.11 Compensation

A director shall not receive compensation from the Condominium for serving on the Board of Directors, but a director may be reimbursed for actual out-of-pocket expenses incurred by him in the proper performance of his duties.

4.12 Conduct of Meeting

The President shall preside at meetings of the Board of Directors and the Secretary shall keep the minutes of the proceedings.

4.13 Annual Report of the Board of Directors

The Board of Directors shall present at each annual meeting of the Council, and when called for by vote of the Council at any special meeting of the Council, a complete statement of the operational and financial condition of the Condominium.

4.14 Fidelity Bonds

The Board of Directors shall require that all directors, officers, trustees, volunteers, agents (including the Managing Agent), and employees of the Council handling or responsible for funds furnish adequate fidelity bonds or insurance. The fidelity bonds or insurance shall designate the Council as a named insured and, if obtainable, shall be written in an amount sufficient to provide protection up to 150 percent of the the Council's estimated annual operating expenses and reserves. The premiums on such fidelity bonds or insurance shall constitute a Common Expense.

4.15 Liability of the Board of Directors

The directors shall not be liable to the Council or to the Unit Owners for mistakes of judgment or for negligence not amounting to willful misconduct or bad faith. The Council shall indemnify and hold harmless each of the directors from and against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Council or the Unit Owners unless such contract was made in bad faith or contrary to the provisions of the Condominium Instruments. The directors shall not be personally liable for contracts made by them on behalf of the Council. The liability of any Unit Owner arising out of any contract made by the Board of Directors or arising out of the indemnification of the directors shall be limited to that proportion of the total liability

thereunder as the Fractional Interest of his Unit bears to the aggregate Fractional Interests of all the Units. The Council shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was a director or officer of, or agent acting for, the Council against expenses (including attorney's fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Council. The Council shall purchase appropriate insurance, if available, for the protection of its directors and officers from personal liability in the management of the Council's affairs. The provisions of this paragraph shall also apply to each officer of the Council.

4.16 Action Without Meeting

Any action required or permitted to be taken by the Board of Directors 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.

4.17 Common or Interested Directors

A. The directors shall exercise their powers and duties in good faith and with a view to the interests of the Council and consistent with the purposes set forth in the Declaration.

B. No contract or other transaction between the Council and one or more of its directors, or between the Council and any corporation, firm, entity or association in which one or more of the directors are directors or officers or are pecuniarily or otherwise interested, shall be either void or voidable because such director or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, if any of the conditions specified in any of the following subparagraphs exist:

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

(2) 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

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

C. Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes,

approves or ratifies any contract or transaction and may vote to authorize any contract or transaction with like force and effect as if they were not common or interested directors or officers of such other corporation or were not so interested.

4.18 Board of Directors as Attorney-In-Fact

The Board of Directors is hereby irrevocably appointed as attorney-in-fact for the Unit Owners of all of the Units 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 Board of Directors to fulfill all of its powers, functions and duties under the provisions of the Act, the Declaration and these Bylaws, and to exercise all of its rights thereunder and to deal with the Building in case of destruction and the proceeds of any insurance indemnity as provided hereafter and in the Declaration. This power shall include, but shall not be limited to, the right to grant easements (subject to the approval of Baltimore County) and licenses from time to time affecting the Common Elements with respect to sewer lines, water lines, electrical cables, telephone cables, television cables, gas lines, storm drains, underground conduits, or such other purposes related to the provision of public utilities or as may be considered necessary or appropriate by the Board of Directors for the preservation of the health, safety, convenience or welfare of the Unit Owners of the Units. The foregoing shall be deemed to be a power coupled with an interest, and the acceptance by any person or entity of any interest in any Unit shall constitute an appointment of the Board of Directors as attorney-in-fact, as aforesaid.

This power shall be in addition to any authority to grant easements or licenses given to the Board of Directors in the Act, in the Declaration or in these Bylaws.

ARTICLE V
OFFICERS

5.1 Designation

The principal officers of the Council are a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may appoint assistant secretaries and an assistant treasurer. With the exception of the President, no officer need be a member of the Board of Directors. Two or more offices may be held by the same person, except that the President shall not hold any other office. Officers must be Unit Owners and residents of the Condominium, except during the period when the Board of Directors consists only of the three directors appointed by Declarant.

5.2 Election of Officers

The officers of the Council shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board of Directors.

Officers -
Pres.
VP
Sec
T.

Pres. mbr of
Board of
Directors

5.3 Removal of Officers

An officer may be removed by the Board of Directors with or without cause by the affirmative vote of a majority of the entire Board of Directors.

5.4 President

The President is the chief executive officer of the Council; he shall preside at meetings of the Council and the Board of Directors and shall be an ex-officio member of all committees; he shall have general and active management of the business of the Council, subject to the control of the Board of Directors, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President must be a member of the Board of Directors.

5.5 Vice President

The Vice President shall perform the duties and exercise the powers of the President in the absence or disability of the President and shall perform such other duties as the Board of Directors may prescribe.

5.6 Secretary

The Secretary shall attend all meetings of the Board of Directors and the Council, and shall count the votes and record the voting and the minutes of all proceedings in a book to be kept by him for the purpose. He shall give notice of meetings of the Council and the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. The Secretary shall compile and keep current at the principal office of the Condominium a complete record of the Unit Owners and their last known post office addresses. This record of Unit Owners shall be open to inspection by all Unit Owners at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute books of the proceedings of the Council and the Board of Directors. An Assistant Secretary shall perform the duties and exercise the powers of the Secretary in the absence or disability of the Secretary and shall perform such other duties as the Board of Directors may prescribe.

Council
Board of Directors

5.7 Treasurer

The Treasurer shall have custody of all funds and securities except those funds which are placed under the control of the Managing Agent, and, with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board of Directors. He shall disburse funds as ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors, or whenever they may require, an account of all of his transactions as Treasurer and of the financial condition of the Council. The Assistant Treasurer shall perform the duties and exercise the powers of the Treasurer in the absence or disability of the Treasurer and shall perform such other duties as the Board of Directors may prescribe.

5.8 Compensation of Officers

No officer shall receive any compensation from the Council for acting as such, but each shall be reimbursed for reasonable and actual out-of-pocket expenses incurred by him in the performance of his duties.

5.9 Agreements, Contracts, Deeds, Checks

All agreements, contracts, deeds, leases, checks and other instruments of the Council for expenditures or obligations of over \$800 shall be executed by any two officers of the Council or by such other person or persons as may be designated by the Board of Directors. All instruments for expenditures or obligations of \$800 or less may be executed by any one officer of the Council or by such other person as may be designated by the Board of Directors.

ARTICLE VI

OPERATION OF THE CONDOMINIUM

6.1 Determination of Common Expenses and Assessments Against Unit Owners

A. Fiscal Year. The fiscal year of the Condominium is the calendar year; provided, however, that the fiscal year may be changed by the Board of Directors at their discretion.

B. Annual Budget. On or before a date which is not less than 15 days prior to the end of each fiscal year, the Board of Directors shall adopt an annual budget for the Condominium for the succeeding fiscal year (hereinafter called the "Annual Budget"). The Annual Budget shall contain an estimate of the amount necessary to pay the Common Expenses for the applicable fiscal year in a reasonably itemized form and a statement of the amount of the Common Expenses payable by each Unit Owner. Common Expenses shall include the amounts necessary to create and maintain the reasonable reserves authorized by Section 32 of the Declaration. The Board of Directors shall send to each Unit Owner at least 10 days prior to the commencement of each fiscal year a copy of the Annual Budget for the fiscal year.

C. Assessment and Payment of Common Expenses. The total amount of the estimated funds required to pay the Common Expenses of the Condominium set forth in the Annual Budget adopted by the Board of Directors for the fiscal year shall be assessed against each Unit in proportion to the Fractional Interest of the Unit, and shall be a lien against such Unit as of the first day of the fiscal year to which such Annual Budget applies. A Unit Owner shall be personally liable, without right of set-off or deduction, for all lawful assessments, or installments thereof, levied against his Condominium Unit which become due while he is the owner of a Unit; and this liability of the Unit Owner is in addition to the lien for assessments in favor of the Council on the Condominium Unit created by the Act. On or before the first day of each fiscal year, and on the first day of each of the succeeding 11 months in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-twelfth of the assessment for such

fiscal year. Within 90 days after the end of each fiscal year, the Board of Directors shall send to each Unit Owner an itemized accounting of the Common Expenses actually incurred for such fiscal year, together with an itemized statement of the amounts collected pursuant to the assessment adopted by the Board of Directors for such fiscal year, any delinquencies in payment of assessments, the amount of any surplus or deficit and the amount of the reserves. Common Profits in excess of Common Expenses (including reserves) as of the end of a fiscal year shall be credited to reserves as determined by the Board of Directors. The initial capital contribution by each Unit Owner, equal to two month's assessment and paid by the Unit Owner upon the purchase of his Unit from the Declarant, shall be deemed to be funds obtained by assessment under this Paragraph C.

D. Special Assessments. In addition to the assessments authorized above, the Board of Directors may levy a special assessment for the purpose of defraying the cost of any unexpected repair or other nonrecurring contingency, or to meet any deficiencies occurring from time to time. The fund resulting from such special assessment shall be segregated on the books of the Condominium and expended solely for the purposes for which it was assessed. Any such special assessments shall be assessed in the manner set forth in Section 32 of the Declaration with respect to additional assessments payable to the reserve fund for capital improvements, replacements and major repairs. Notwithstanding the foregoing, the Board of Directors may not levy a special assessment for any purpose other than to defray the cost of unexpected repairs, without first receiving the approval of eighty percent (80%) of the Unit Owners. A special assessment may not be levied against fewer than all Units.

E. Initial Budget. When the first Board of Directors takes office, it shall determine the Annual Budget, as defined in this Section, for the period commencing upon the sale of the first Unit by the Declarant and ending on the last day of the fiscal year. Assessments shall be levied against the Unit Owners during such period in accordance with Paragraph C of this Section.

F. Effect of Failure to Prepare or Adopt Annual Budget. The failure or delay of the Board of Directors to adopt the Annual Budget for the fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of an Annual Budget or adjusted Annual Budget, each Unit Owner shall continue to pay a monthly assessment at the rate established for the preceding fiscal year until a monthly assessment is adopted under such new Annual Budget or adjusted Annual Budget and notice thereof has been sent to the Unit Owner.

G. Accounts. All amounts collected by the Board of Directors with respect to assessments against the Unit Owners may be commingled in a single fund.

6.2 Payment of Common Expenses

All Unit Owners shall be obligated to pay the assessment for the Common Expenses adopted by the Board of Directors

pursuant to Section 6.1. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a transfer of title by him of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the conveyance without prejudice to the purchaser's right to recover from the selling Unit Owner the amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement from the Board of Directors or the Managing Agent, setting forth the amount of the unpaid assessments against the selling Unit Owner and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that if the First Mortgagee of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure or deed (or assignment) in lieu of foreclosure of a first mortgage, such purchaser, its successors and assigns shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Expenses assessed prior to the acquisition of title to such Unit. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such purchaser pursuant to the foreclosure sale, conveyance or assignment shall be collectible from all Unit Owners, including the purchaser, in proportion to the Fractional Interests allocated to their respective Units. No amendment to this Section shall affect the rights of any First Mortgagee recorded prior to recordation of such amendment unless the First Mortgagee joins in the execution of such amendment.

6.3 Collection of Assessments

The Board of Directors shall take prompt action to collect any assessments for common expenses due from any Unit Owner which remain unpaid for more than 15 days after the due date for the payment thereof.

Any assessment shall, until paid, together with interest, late charges, if any, and actual cost of collection, and reasonable attorneys' fees, constitute a lien on the unit on which it is assessed, if a statement of condominium lien is recorded within two (2) years after the date the assessment becomes due. The statement of condominium lien shall be figured and verified by an officer or agent of the Council as specified in Section 21 of the Declaration and then may be recorded.

6.4 Statement of Unpaid Assessments

A. Upon written request to the Board of Directors by a Unit Owner or purchaser of a Unit, the Board of Directors, or a duly designated agent thereof, or the Managing Agent, shall furnish a recordable statement setting forth the amount of unpaid assessments levied against such Unit. (See Section 11-110(g) of the Act.)

B. The Board of Directors may impose a reasonable fee not to exceed \$10 for each such statement requested and payment thereof shall be a prerequisite to the issuance of a statement.

6.5 Maintenance and Repair

A. By the Council. The Council, acting through the Board of Directors, shall be responsible for the maintenance, repair and replacement of the following, the cost of which shall be charged to all Unit Owners as a Common Expense, except for subsection 6.5A(5) hereof, which shall be charged as provided for in that subsection:

(1) The Common Elements, whether located inside or outside of the Units.

(2) All portions of the Units which contribute to the support of the Building, excluding, however, the surfaces of all walls, floors and ceilings of a Unit.

(3) Incidental damage caused to a Unit by work done by the Council.

(4) Maintenance (including painting) of exterior surfaces of Unit entry doors, but excluding replacement of said doors or door locks and hardware.

(5) The Limited Common Elements. As provided for in Article 6(b) of the Declaration, the maintenance, repair or replacement of the compressors, pipes, and conduits comprising the Limited Common Elements shall be the responsibility of the Council. The cost of maintaining, repairing or replacing a compressor shall be borne by the Unit served by such compressor. The cost of maintaining, repairing or replacing Limited Common Element pipes and conduits shall be a Common Expense.

This section 6.5A shall not relieve a Unit Owner of liability for damage to the Common Elements caused by the Unit Owner's negligence or intentional torts.

B. By the Unit Owner. Except for the portions of his Unit required to be maintained, repaired or replaced by the Council, each Unit Owner's responsibility shall include but not be limited to the maintenance, repair and replacement, at his own expense, of the following: any interior walls; interior surface of ceilings, walls and floor; door locks and hardware; entrance doors (except for periodic repainting and maintenance of the exterior surface thereof); windows; lighting fixtures, kitchen and bathroom fixtures, appliances and equipment; and water and sewage pipes, located within the boundaries of the Unit and serving only that Unit. Each Unit Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. In addition, each Unit Owner shall be responsible for all damage to any and all other Units or to the Common Elements resulting from his failure to make any of the repairs required to be made by him by this section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors, or the Managing Agent any defects or need for repairs for which the Board of Directors is responsible.

C. Manner Repair and Replacement. All repairs and replacements shall be of first class quality and as nearly as practicable similar to the character of the construction or installation that existed immediately prior to the occasion that necessitated the repairs or replacements. Repairs and replacements may be done with contemporary building materials and equipment, and must in every instance comply with all requirements of law.

D. Public Areas. Anything contained in these Bylaws to the contrary notwithstanding, the public areas of the Condominium and those areas exposed to public view (including portions of Units) shall be kept in good appearance by either the Council or the Unit Owners who are required to maintain the same, as the case may be, and shall be maintained in a first-class condition, in conformity with the dignity and character of the Condominium, and in a manner which does not adversely alter the value of the Condominium.

6.6 Additions, Alterations or Improvements by the Council

Whenever in the judgment of the Board of Directors any Common Elements shall require additions, alterations or improvements (other than normal repairs and replacements contemplated in the budget of the Council) costing in excess of \$5,000 during a period of 12 consecutive months, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners in the Council, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing less than \$5,000 during any period of 12 consecutive months may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than 80% of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owner or Unit Owners shall be assessed therefor, in such proportion as they jointly approve, if more than one Unit Owner, or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.*

6.7 Structural Additions, Alterations or Improvements by Unit Owners

A Unit Owner may not, without prior written consent of the Board of Directors, (i) make any structural addition, alteration or improvement in or to his Unit; (ii) paint or alter the exterior of the Building, including the doors, windows and the exterior of the Unit's entrance doors; or (iii) install air-conditioning units or fans in windows. The Board of Directors shall be obligated to answer any written request by a Unit Owner for approval of any such proposed addition, alteration, improvement, painting or installation within 45 days after such request, and its failure to do so within the stipulated time shall constitute a consent of the Board of Directors to the proposed addition, alteration or improvement. The Board of Directors may condition its consent upon such

* All such additions, alterations or improvements which require an amendment to the Condominium Declaration, Condominium Plat or these Bylaws shall be subject to approval by the appropriate officials of Baltimore County.

terms and conditions as it deems to be desirable or necessary to protect the Condominium and its use and enjoyment. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be made only after receiving the written consent of the Board of Directors (or after 45 days have passed without Board action) as aforesaid, and shall be made by the Unit Owner with a copy to the Board of Directors. The consent by the Board to any addition or improvement provided for herein, shall not be construed to give rise to any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim or injury to a person or damage to property arising therefrom. The provisions of this Section 6.7 shall not apply to Units owned by the Declarant or its designee until a deed for such Unit has been delivered to a purchaser thereof.

ARTICLE VII

AMENDMENT OF BYLAWS

7.1 Amendment of Bylaws

(a) At a meeting of the Council called for that purpose, these Bylaws may be amended by the affirmative vote of Unit Owners representing at least seventy-five percent (75%) of the votes in the Council. A Unit Owner's proxy to amend the Bylaws is not valid more than 90 days after its date. Amendments may be proposed by the Board of Directors or by petition signed by Unit Owners representing at least 30% of the votes in the Council. No amendment shall be entitled to be recorded until it is accompanied by a certificate of the person specified in the Bylaws to count votes at the meeting of the Council that the amendment was approved by unit owners having at least seventy-five percent (75%) of the votes and shall be effective on recordation. This certificate shall be conclusive evidence of approval.

(b) - All amendments to these Bylaws shall be subject to the approval of the appropriate officials of Baltimore County.

ARTICLE VIII

RULES AND REGULATIONS

Pursuant to Article 33 of the Declaration, the Board of Directors is authorized to promulgate, amend, and enforce Rules and Regulations concerning the operation and use of the Condominium. The Rules and Regulations contained in this Article VIII may only be amended in accordance with Article VII hereof. In promulgating additional Rules and Regulations the Board may use such procedures as it deems fair and appropriate, including, but not limited to, the procedures set forth in Section 11-111 of the Real Property Article of the Code of Maryland or any successor thereto.

Together with the initial rules and regulations contained in Article 33 of the Declaration, the following restrictions constitute the initial Rules and Regulations of the Council:

(1) No Unit Owner or other resident of the Condominium shall post any advertisements or posters of any kind in or on the Condominium except as authorized by the

Board. This restriction shall not apply to advertisements, signs or posters utilized by the Declarant, or its agents, in selling the Units.

(2) No clothing, sheets, blankets, laundry of any kind or other articles shall be hung from or spread upon or from any window or exterior portion of a Unit or in or upon any Common Element. All refuse and trash shall be deposited in areas designated for such purposes and in the manner prescribed by Board of Directors or Managing Agent. The Board of Directors reserves the right to designate areas in which firewood may be stored, and to prohibit the storage of firewood on and in the Common Elements.

(3) The maintenance, keeping, breeding, boarding and/or raising of animals, of any kind, regardless of number shall be and hereby is prohibited within any Condominium Unit or upon any Common Elements, except that this shall not prohibit the keeping of orderly domestic pets such as dogs, cats and/or caged birds, provided that they are not kept or maintained for commercial purposes or for breeding. The Board of Directors may limit the number of pets that can be kept in any single Unit. Only Unit Owners who reside in their units shall be allowed to keep pets as aforementioned; tenants shall be prohibited from keeping pets within the Condominium. Pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless they are carried or leashed. Any Unit Owner who keeps or maintains any pet within his Unit shall be deemed to have indemnified and agreed to hold the Council, each of its members and the Declarant and Managing 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 innoculated 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 right to declare any pet a nuisance, and to order that the pet be removed.

(4) Unit Owners, residents and lessees shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, televisions and amplifiers that may disturb other Unit Owners. All walking areas (except in kitchens and bathrooms) and 70% of all floor areas in each Unit must be covered by carpets or rugs.

(5) No Unit Owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating system or plumbing system, without the prior written consent of the Board. No Unit Owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae or other equipment, and all Unit Owners shall utilize only the master television antennae and telephone line wiring built into the buildings and designed to service each Unit.

(6) A Unit Owner shall not place or cause to be placed in the public hallways, walkways, alleyways or other Common Elements any bicycles, furniture, packages or objects of

any kind. The hallways, walkways and alleyways shall be used for no purpose other than for normal transit through them. No balcony or patio shall be used for storage of furniture, furnishings, clothing, equipment, bicycles or objects of any kind. No objects shall be placed on or protrude over balcony walls, or patio perimeters.

(7) Except as otherwise specifically permitted by the Rules or Regulations, only passenger vehicles and motorcycles shall be parked in the parking spaces designated therefor. No inoperable, unlicensed or abandoned motor vehicle of any type, and no trailer, boat, or recreational vehicle, shall be parked or stored upon the Property, and no portion of the Property shall be used for the repair, overhaul, painting or work of a similar nature of any motor vehicle. Any such vehicle may be towed from the Condominium at the offending Unit Owner's risk and expense.

ARTICLE IX

COMPLIANCE AND DEFAULT

9.1 Relief

Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Condominium Instruments and the Rules and Regulations, and any amendments of the same. A default by a Unit Owner shall entitle the Council acting through the Board of Directors or Managing Agent, to the following relief:

A. Legal Proceedings. Failure to comply with any of the terms of the Condominium Instruments and the Rules and Regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Council, the Board of Directors, the Managing Agent, or, if appropriate, by an aggrieved Unit Owner. In any given case, in its discretion, the Board may elect to utilize the dispute resolution procedures set forth in Section 11-113 of the Real Property Article of the Code of Maryland, or any successor thereto. Such election shall not preclude the Board from seeking any other remedies, or enforcing any other rights, that the Board may have.

In any action brought by the Board of Directors to foreclose a lien against a Unit because of unpaid common charges, the Unit Owner, if he or his tenant is in possession of the Unit, shall be required to pay a reasonable rental for the use of his Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same, such rent to accrue from the date that an action to foreclose and/or to recover possession of Unit is commenced.

B. Additional Liability. Each Unit Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his act, neglect or

carelessness, or the act, neglect or carelessness of any member of his family or his employees, agents, licensees, tenants or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

C. Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

D. No Waiver of Rights. The failure of the Council, the Board of Directors, or any Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Rules and Regulations shall not constitute a waiver of the right of the Council, the Board of Directors or any Unit Owner to enforce any right, provision, covenant or condition of the Condominium Instruments or the Rules and Regulations in the future. All rights, remedies and privileges granted to the Council, Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or Rules and Regulations shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Condominium Instruments or the Rules and Regulations, or at law or in equity.

E. Late Charge; Interest. In the event of a default by any Unit Owner which continues for a period in excess of 15 days, such owner shall be obligated to pay a late charge consisting of fifteen dollars (\$15) or one-tenth (1/10) of the amount of the delinquent installment or assessment, whichever is greater, provided that the charge may only be imposed once for the same delinquent payment and may be imposed only if the delinquency has continued for at least 15 calendar days. Thereafter, the unpaid installment or assessment, including the late charge shall bear interest on the amounts due at the rate of eighteen percent (18%) per annum from the due date thereof.

F. Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Condominium Instruments, after due notice to the Unit Owner of said violation or breach shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (i) in the case of a violation or breach which constitutes a danger to the Condominium or any Unit or Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (ii) in

the case of any other violation or breach, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

9.2 Information to be Furnished in the Event of Resale by a Unit Owner

(A) In the event of a resale of a Unit by a Unit Owner other than the Declarant, the Unit Owner shall furnish to a purchaser before execution of any contract for sale of a Unit, or before conveyance, a copy of the Declaration (other than the plats), the Bylaws, the Rules or Regulations of the Condominium, and a Certificate containing:

(1) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit;

(2) A statement setting forth the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling Unit Owner;

(3) A statement of any other fees payable by Unit Owners;

(4) A statement of any capital expenditures proposed by the Council of Unit Owners planned at the time of the conveyance;

(5) A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Council of Unit Owners for any specified projects;

(6) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Condominium;

(7) The current operating budget of the Condominium;

(8) A statement of any judgments against the Condominium and the status of any pending suits to which the Council of Unit Owners is a party;

(9) A statement describing any insurance coverage provided for the benefit of Unit Owners;

(10) A statement as to whether the Council of Unit Owners' Board has knowledge that any alteration or improvement to the Unit or to the limited common elements assigned thereto violates any provision of the Declaration, Bylaws, or Rules and Regulations;

(11) A statement as to whether the Council of Unit Owners' Board has knowledge of any violation of the health or building codes with respect to the Unit, the limited common elements assigned thereto, or any other portion of the Condominium; and

(12) A statement of the remaining term of any leasehold estate affecting the Condominium and the provisions governing any extension or renewal thereof.

(B) The Council of Unit Owners, within 20 days after a written request by a Unit Owner and receipt of the fee therefore, if any, shall furnish a Certificate containing the information necessary to enable the Unit Owner to comply with Subsection (A). A Unit Owner providing a certificate in accordance with Subsection A of this Article 9.2 is not liable to the purchaser for any erroneous information provided by the Association and included in the Certificate.

(C) A purchaser is not liable for any unpaid assessment or fee greater than the amount set forth in the Certificate prepared by the Council of Unit Owners. A Unit Owner is not liable to a Purchaser for the failure or delay of the Council of Unit Owners to provide the Certificate in a timely manner, but the purchase contract is voidable by the Purchaser until the Certificate has been provided and for 5 days thereafter or until conveyance, whichever first occurs. Apart from the foregoing, a contract purchaser or purchaser of a Unit shall have no remedy against the Council as a result of any erroneous information contained in the Certificate.

(D) Upon any sale of a Unit, the purchaser or his agent shall provide to the Council of Unit Owners to the extent available, the name and forwarding address of the prior Unit Owner, the name and address of the purchaser, the name and address of any Mortgagee, the date of settlement, and the proportionate amounts of any outstanding Condominium fees or assessments assumed by each of the parties to the transaction.

ARTICLE X

MISCELLANEOUS

10.1 Compliance

These Bylaws are set forth in compliance with the requirements of the Act.

10.2 Conflict

These Bylaws are subordinate and subject to the Act, the Declaration and the Condominium Plats. In the event of any conflict between these Bylaws and the other Condominium Instruments, the provisions of the other Condominium Instruments shall control.

10.3 Severability

These Bylaws are adopted to comply with the laws and regulations of the State of Maryland. If any provision of these Bylaws or the application thereof in any circumstances is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby, and to this end the provisions of these Bylaws are declared to be severable.

10.4 Waiver

The failure of the Council or of the Board of Directors to enforce any provision of law or of the condominium instruments, on any occasion, shall not constitute an abrogation or waiver of the right to enforce said provision on any other occasion.

10.5 Captions

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

10.6 Gender

Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

10.7 Limitation of Liability

Any obligation or liability made, entered into or incurred by or on behalf of B. F. Saul Real Estate Investment Trust binds only its Trust property, and no shareholder, trustee, officer, or agent assumes or shall be held to any liability therefor.

10.8 Approvals

All rights of approval granted herein to Baltimore County shall remain in effect only for so long as County approval of instruments affecting condominiums is required.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be adopted and executed on this 11th day of January, 1982.

WITNESS:

John A. Moffet

WITNESS:

John A. Moffet

B. F. SAUL REAL ESTATE
INVESTMENT TRUST

By: Philip D. Caraci
Philip D. Caraci, Administrative
Vice President

TRP PROPERTIES, INC.

By: Philip D. Caraci
Philip D. Caraci, Administrative
Vice President

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

Angela S. Shapiro
ASSISTANT COUNTY SOLICITOR

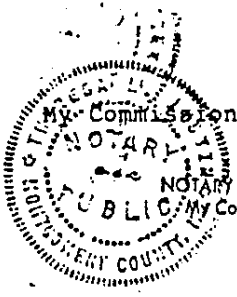
STATE OF MARYLAND)
)
COUNTY OF MONTGOMERY) SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Administrative Vice President, of TRP Properties, Incorporated and acknowledged the foregoing Bylaws to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 12th day of January, 1982.

Theresa L. Austin

Notary Public



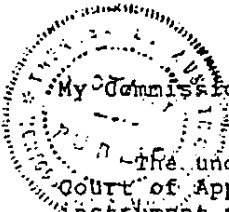
My Commission expires:
THERESA L. AUSTIN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Carac Administrative Vice President, of B. F. Saul Real Estate Investment Trust and acknowledged the foregoing Bylaws to be the act and deed of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 12th day of January, 1982.

Theresa L. Austin
Notary Public



My Commission expires: THERESA L. AUSTIN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

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

REVIEWED FOR MONTGOMERY COUNTY
REQUIREMENTS
James E. Oliver
ASSISTANT COUNTY SOUTICOR

0191*** PC01262 28-92 NY
J191*** PC01262 28-92 NY

aso'd for record JAN 26 1982 at *JHP*
Per Elmer H. Kahline, Jr., Clerk
Mail to *James E. Oliver*
Receipt No. *161*