

April 1982

ROCKLAND RUN, A CONDOMINIUMFIRST AMENDMENT TO CONDOMINIUM BYLAWS

THIS AMENDMENT, made and entered into this 5th day of April, 1982, by and between the B.F. Saul Real Estate Investment Trust and TRP Properties, Incorporated, joint owners as tenants-in-common of Rockland Run, A Condominium, and hereinafter collectively referred to as the "Declarant",

W I T N E S S E T H

WHEREAS, the Declarant pursuant to a Condominium Declaration (the "Declaration") dated January 11, 1982 caused to be created a condominium regime, known as Rockland Run, A Condominium (the "Condominium") by the recordation of said Declaration on January 26, 1982 in Liber No. 6364, Pages 783 through 808, the Condominium Bylaws (the "Bylaws") in Liber No. 6364, Pages 809 through 835, and the Condominium Plat in Liber EHK, Jr., Book 7, Pages 92-121, among the Land Records of Baltimore County, Maryland; and

WHEREAS, the Declarant is the sole owner of all individual condominium units; and

WHEREAS, as long as there is no unit owner other than the Declarant, the Declarant has the unilateral right to amend the Bylaws; and

WHEREAS, the Declarant is about to commence sales of units in the Condominium and, in anticipation thereof, desires to make certain technical corrections to the Bylaws as hereinafter set forth.

NOW THEREFORE, the Bylaws are amended as follows:

1. Article 1.2 of the Bylaws is hereby amended to read as follows:

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"; "General Common Elements"; "Identifying Number"; "Land"; "Limited Common Elements"; "Managing Agent"; "Parking Areas"; "Person"; "Record"; "Rules and Regulations"; "Unit"; and "Unit Owner."

2. Article 4.2 of the Bylaws is hereby amended to read as follows:

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 an uneven number of not less than three nor more than five members.

3. Article 4.3 of the Bylaws is hereby amended to read as follows:

4.3 Election and Term of Office

The Board of Directors shall be elected at the annual meeting of the Council, to serve for the term fixed herein 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 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. Article 4.10 of the Bylaws is hereby amended to read as follows:

4.10 Removal of Directors

At any regular or special meeting duly called, a director may be removed with or without cause by the affirmative majority vote of all Unit Owners entitled to vote, 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 ten (10) days' notice of the calling of the meeting and the purpose thereof, and opportunity to be heard at the meeting.

5. Article 4.12 of the Bylaws is hereby amended to read as follows:

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. The then current Roberts Rules of Order shall govern the conduct of all meetings of the Board of Directors when not in conflict with the Act or the Condominium Instruments.

6. Article 4.17 of the Bylaws is hereby amended to read as follows:

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 of a majority of disinterested directors, even if the disinterested directors constitute less than a quorum; or

(2) The fact of the common directorate or interest is disclosed or known to the Unit Owners, or a majority thereof, and they authorize, approve or ratify the contract or transaction in good faith by a majority of the votes cast by Unit Owners entitled to vote other than the votes appertaining to the common or interested directors or officers; 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 or at a meeting of the Unit Owners, as the case may be, at which the contract or transaction is authorized, approved or ratified.

7. Article 5.3 of the Bylaws is hereby amended to read as follows:

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 and his successor may be elected at any regular or special meeting of the Board of Directors.

8. Article 6.5 of the Bylaws of the Condominium is hereby amended by deleting Paragraph 6.5A(5) and inserting instead the following:

(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, including the pipes and conduits running between the compressor itself and the Unit which it serves, shall be borne by the Unit Owner of the Unit served by such compressor.

9. Article 6.6 of the Bylaws is hereby amended to read as follows:

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 \$10,000 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 \$10,000 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.

10. Article 6.7 of the Bylaws is hereby amended to read as follows:

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 Buildings, 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 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 (i) Units owned by the Declarant or its designee prior to delivery of a deed for such Unit to a purchaser thereof or (ii) work done on a Unit by the Declarant or its designee at the request of the purchaser thereof subsequent to delivery of the deed for such Unit to the purchaser.

11. Article 7.1 of the Bylaws is hereby amended to read as follows:

7.1 Amendment of Bylaws

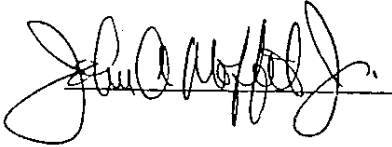
(a) The Declarant reserves the right to amend these Bylaws so long as there is no Unit Owner other than the Declarant. No such amendment shall become effective until it is executed by the Declarant and recorded.

(b) At such time as there is any Unit Owner other than the Declarant, then 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 ninety (90) days after its date. Amendments may be proposed by the Board of Directors or by petition signed by Unit Owners representing at least thirty percent (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. This certificate shall be conclusive evidence of approval. Such amendment shall be effective on recordation.

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

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to Condominium Bylaws to be adopted and executed on this 7th day of April, 1982.

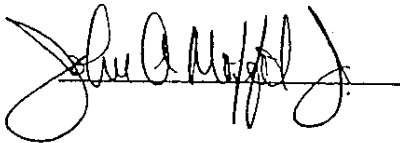
WITNESS:



B.F SAUL REAL ESTATE
INVESTMENT TRUST

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

WITNESS:



TRP PROPERTIES, INCORPORATED

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

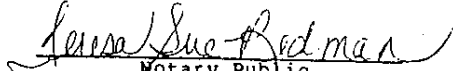
REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

Robert F. Green, Jr. 4/6/82
ASSISTANT COUNTY SOLICITOR
Deputy

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

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

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 5th day of April, 1982.


Notary Public

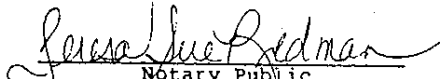
My Commission expires:

TERESA SUE REDMAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Admin. V.P., of B.F. Saul Real Estate Investment Trust and acknowledged the foregoing First Amendment to Condominium Bylaws to be the act and deed of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 5th day of April, 1982.


Notary Public

My Commission expires:

TERESA SUE REDMAN
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.
