

Parcel Identification Numbers: (See Attached)

Title Insurer: None.

**AMENDED AND RESTATED BY-LAWS OF  
THE TOWERS AT HARBOR COURT CONDOMINIUM**

This Amended and Restated By-Laws of The Towers at Harbor Court Condominium ("Condominium"), is made this the 31<sup>st</sup> day of October, 2007, by the Council of Unit Owners of The Towers at Harbor Court Condominium ("Association"), a Maryland Condominium Association, having a mailing address of:

The Towers at Harbor Court Condominium  
876 10 E. Lee Street  
Baltimore, Maryland 21202

**WITNESSETH**

W-1. WHEREAS, the Condominium was duly created upon recordation in the Land Records of Baltimore City, Maryland of the Declaration dated December 12, 1986 and recorded on December 15, 1986 in Liber 1099 at Folio 038, and

W-2. WHEREAS, the By-Laws of the Condominium were attached to the Declaration and recorded as of the same date in Liber 1099 at Folio 064; and

W-3. WHEREAS, the Association desires to complete amend and restate the Condominium By-Laws in accordance with the changes shown herein below thereby superseding the By-Laws previously recorded; and

W-4. WHEREAS, the amendment herein was presented to and approved by the Unit Owners of the Association at a meeting duly called; and

NOW THEREFORE, the Association hereby files this Amended and Restated By-Laws as follows:

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## BY-LAWS

## THE TOWERS AT HARBOR COURT CONDOMINIUM

## ARTICLE I

## Name and Location

**Section 1. Name and Location.** The name of the Condominium is The Towers at Harbor Court Condominium. The principal office and mailing address of the Council of Unit Owners is 10 East Lee Street, Baltimore, Maryland 21202.

## ARTICLE II

## Definitions

**Section 1. Declaration.** "Declaration" as used herein means that certain Declaration made the 12<sup>th</sup> day of December, 1986, by Harbor Court Associates, a general partnership, pursuant to Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, as amended, the Maryland Condominium Act (hereinafter the "Act") by which certain described property including land and air space, was submitted to a Condominium recorded among the Land Records of Baltimore City, Maryland.

**Section 2. Other Definitions.** Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration or in Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, as amended. The terms "Condominium Regime" or "Regime" as used herein shall include the land, if any, as well as the improvements thereon. In pursuant thereto, the provisions of the Corporations and Association Article of the Annotated Code of Maryland, 1999 Edition, as amended, pertaining to the government of non-stock corporations, shall be considered as governing to the extent not inconsistent with the provisions of the Act, the Declaration and these By-Laws, with the Council being considered the Corporation and the Owners being considered its members. The Council shall be unincorporated as provided in the Act.

## ARTICLE III

## Ownership

**Section 1. Owners.** Every person, group of person, general partnership, limited partnership, corporation, trust or other legal entity, or any combination thereof, which owns a Condominium Unit within this Regime shall be a member of the Council of Unit

Owners (hereinafter called the "Council"); provided, however, that any person, group of person, general partnership, limited partnership, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of notification shall not be deemed as owner.

**Section 2. By-Laws Applicability.** The provisions of these By-Laws are applicable to the Condominium Regime.

## Article IV

### Meeting of Council of Unit Owners

**Section 1. Place of Meetings.** Meetings of the Council shall be held at the principal office or place of business of the Council or at such other suitable place convenient to the Council as may be designated by the Board of Directors.

**Section 2. Annual Meetings.** Annual meetings of the Council shall be held in April (with such date and time being determined by the Board) of each year. At such meeting the Unit Owners shall elect, by ballot, a Board of Directors in accordance with the requirements of Section 4 of Article V of these By-Laws. All meetings of the Council shall be open except as provided by the Act.

**Section 3. Special Meetings.** It shall be the duty of the President to call a special meeting of the Council as directed by resolution of the Board of Directors or upon a petition signed by Unit Owners representing at least twenty-five percent (25%) of the total votes of the Council 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.

**Section 4. Notice of Meetings.** It shall be the duty of the Secretary or his agent to deliver, mail (by first class) or send by electronic transmission, as provided by the Act, a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at his address as it appears on the Ownership Book of the Council on the date of the Notice, or if no such address appears, at his last known address, not less than ten (10) nor more than ninety (90) days prior to such meeting unless the Act provides for a shorter time in which case, the Act will control. Service may also be accomplished by the delivery of any such notice to the Unit Owner at the Condominium Unit or last known address. Notice by either such method shall be considered as notice served. Attendance by a Unit Owner at any meeting of the Council shall be a waiver of notice by him of the time, place and purpose thereof.

**Section 5. Quorum.** The presence, either in person or by proxy, of Owners representing at least twenty-five percent (25%) of the total votes of the Council shall be requisite for and constitute a quorum for the transaction of business at all meetings of the Council. If the number of votes at a meeting drops below the quorum, no business may thereafter be transacted.

**Section 6. Voting.** At every meeting of the Council, each of the Unit Owners shall have the right to cast one vote for each Unit which he owns on each question. The votes established in Paragraph 12 of the Declaration shall be applicable to voting rights. The majority vote of the Unit Owners present and voting representing fifty-one percent (51%) of the votes at that meeting shall decide the question presented, unless the question is one upon which, by express provision of the Act, the Declaration or 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 at any annual or special meeting of the Council, or be elected to an office or to the Board of Directors against whom 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.

**Section 7. Proxies.** A Unit Owner may appoint any other Unit Owner, Management Agent, Mortgagee or Attorney as his proxy. Any proxy must be in writing and filed with the Secretary and is revocable at any time by the Unit Owner granting it. A proxy not appointed to vote as directed may only be appointed and used for purposes of meeting quorum and for voting on matters of business before the Council of Unit Owners and not for purposes of election of officers and members of the Board of Directors. Only proxies containing a designation of candidate to be voted for may be used during an election of officers or members of the Board of Directors.

## ARTICLE V

### Board of Directors

**Section 1. Number and Qualification.** The affairs of the Council shall be governed by the Board of Directors (hereinafter called the "Board") composed of five (5) persons.

**Section 2. Powers and Duties.** The Board shall have the powers and duties necessary for the administration of the affairs of the Council 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 Council. The powers and duties of the Board shall include, but not be limited to, the following:

- (a) To provide for the care and upkeep of the Regime, as it is constituted from time to time and its General and Limited Common Elements, and services and maintenance of the Unit exteriors in a manner consistent with law and the provisions of these By-Laws and the Declaration;
- (b) To grant easements, rights-of-way, licenses, leases in excess of one (1) year, or similar interests for the provision of communication systems, sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, T.V. antennas and cable systems,



underground conduits, and/or such other purposes related to the provision of public utilities to the Regime, or for any other purpose as may be considered necessary and appropriate by the Board for the orderly maintenance, preservation and/or enjoyment of the General and Limited Common Elements; or for the preservation of the health, safety, convenience, benefit, and/or welfare of the Unit Owners, including without limitation, the taking of any action pursuant to or relating to the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber S.E.B. No. 893, Folio 406, as same may be amended, and the Amended and Restated Harbor Court maintenance memorandum recorded in Liber S.E.B. No. 893, Folio 549, as same may be amended. Nothing in this Section shall enlarge the authority granted to the Board by the Act and all actions of the Board shall be in conformity with the Act.

- (c) To establish and provide for the collection of assessments and fines, if levied, from the Unit Owners and for the assessment and/or enforcement of liens therefore in a manner consistent with law and the provisions of these By-Laws and the Declaration;
- (d) Designation, hiring and/or dismissal of the personnel necessary for the good working order of the Regime and for the proper care of the General and Limited Common Elements and to provide services for the Regime in a manner consistent with all applicable State and local law, the Declaration and these By-Laws; and
- (e) To promulgate and enforce such Rules, and such restrictions or requirements, as many be deemed proper respecting the use, occupancy and maintenance of the Regime and the General and Limited Common Elements, as they are designated, to prevent unreasonable interference with the use and occupancy of the Regime and of the General and limited Common Elements by the Unit Owners, all of which shall be consistent with all applicable State and local law, the Declaration, and these By-Laws.

**Section 3. Management Agent.** The Board of Directors shall employ for the Council a professional Management Agent at a rate of compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not necessarily limited to, the duties set out in subsections (a) through (e) of Section 2 of this Article. The Council shall not undertake "self-management" or otherwise fail to employ a professional management agent. Any professional management company so employed must have and maintain fidelity bond coverage in an amount equal to or greater than one-sixth (1/6) of the estimated annual operating expenses and reserves of the Council. The Council shall be named an additional obligee of all fidelity bonds.

**Section 4. Elections and Terms of Office.** The terms of the Directors shall be staggered. At the First Meeting of the Council the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years and the two (2) Directors receiving the next greatest

number of votes shall be fixed for two (2) years. The term of office of the remaining two (2) Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successors are elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Only directed proxies may be used for voting for members of the Board of Directors.

A unit owner may nominate himself or any unit owner to be a member of the Board of Directors. A call for nominations shall be sent to all unit owners not less than 45 days before notice of an election is sent. Only nominations made at least 15 days before notice of an election shall be listed on the election ballot. Candidates shall be listed on the ballot in alphabetical order, with no indicated candidate preference. Nominations may be made from the floor at the meeting at which the election to the Board is held. Only unit owners are eligible to run for election to the Board of Directors.

**Section 5. Vacancies.** Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Council 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 through the unexpired term of the Director that person replaced.

**Section 6. Removal of Directors.** At a regular or special meeting duly called, any Director may be removed with or without cause by the affirmative vote of the majority to the entire Council and a successor may then and there be elected to fill the vacancy thus created. At a regular or special meeting of the Board of Directors, a Director may be removed by a majority vote of the Board for missing three (3) consecutive Board of Director meetings. Any Director whose removal has been proposed by the Council shall be given an opportunity to be heard at the meeting. The term of any Director who has an unreleased Statement of Lien recorded against him shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 5 of this Article.

**Section 7. Compensation.** No Director shall receive compensation.

**Section 8. Organizational Meeting.** The First Meeting of a newly elected Board 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 whole Board shall be present.

**Section 9. Regular Meetings.** At least annually, the Board shall send each Unit Owner notice of its meetings. All meetings of the Board shall be open except as provided in the Act. Regular meetings of the Board 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 (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board 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 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 (as hereinabove provided ) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on like notice and on the written request of at least one (1) Director.

**Section 11. Waiver of Notice.** Before, or at, any meeting of the Board, 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 shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present, at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 12. Quorum.** At all meetings of the Board, 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. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, following an adjourned 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.** Except as required by the Act, any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the 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.

**Section 14. Fidelity Bonds.** The Board may require that all officers and employees of the Council handling or responsible for Council or trust funds shall furnish adequate fidelity bonds or the equivalent fidelity insurance. The premiums on such bonds or insurance shall be paid by the Council except for the bond required under Section 3 of this Article, which may be paid by the Council.

## ARTICLE VI

### Officers

**Section 1. Designation.** The principal officers of the Council shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be Board members elected by the Board. The Board may elect officers who shall be Unit Owners. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of the secretary and treasurer may be filled by the same person.

**Section 2. Election of Officers.** The officers of the Council shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office until their successors are duly elected and installed.

**Section 3. Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

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

**Section 5. Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board.

**Section 6. Secretary.** The Secretary shall keep the minutes of all meetings of the Board and the Council, he shall have charge of the "Ownership Book ( The Roster) " and such other books and papers as the Board may direct; and he shall, in general, perform all the duties incidental to the office of Secretary including counting the votes at meetings of the Council. In the Secretary's absence, the President shall designate some other person to count such votes.

**Section 7. Treasurer.** The Treasurer shall have responsibility for Council funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Council in such depositories as may from time to time be designated by the Board. The Board may delegate any or all of these duties to a Management Agent or banking institution.

**Section 8. Compensation.** Officers shall receive no compensation.

## ARTICLE VII

### Liability and Indemnification of Officers and Directors

**Section 1. Liability and Indemnification of Officers and Directors.** The Council shall indemnify every officer and director of the Council 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 to which he may be made a party by reason of being or having been, an officer or director of the Council, whether or not such person is an officer or director at the time such expenses are incurred. Officers and Directors may not be held personally liable for injuries sustained by a party as provided in Section 5-422(c) of the Courts and Judicial Proceedings Article of the Maryland Annotated Code.

The Officers and Directors of the Council shall be liable to the Council for gross negligence, including their own individual reckless or wanton willful misconduct or bad faith, but shall not be liable for mistakes of judgment or otherwise if made in good faith. The Officers and Directors of the Council shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council, except to the extent that such Officers and Directors may also be Unit Owners, and the Council 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 not be exclusive of any other rights to which any Officer or Director of the Council, or former Officer or Director of the Council, may be entitled.

**Section 2. Common or Interested Directors.**

- (a) The Directors shall exercise their powers and duties in good faith and with a view to the interest of the Council.
- (b) A contract or other transaction between the Council and one or more of its Directors, or between the Council and any corporation, firm or association, in which one or more of the Directors are directors or officers, or are pecuniarily or otherwise interested, shall not be considered either void or voidable because such Director or Directors are present at the meeting of the Board, or any committee thereof, which authorizes or approves the contract or other transaction, or because his or their votes are counted for such purpose, so long as the conditions specified in any of the following subparagraphs exist:
  - (1) The fact of the common interest of the director or officer is disclosed or known to the Board, or a majority or noted in the Minutes, and the Board authorizes or ratifies such contract or other transaction in good faith upon a vote sufficient for the purpose; or
  - (2) The fact of the common interest of the director or officer is disclosed or known to the Unit Owners, or a majority thereof, and they approve or ratify the contract or other transaction in good faith by a vote sufficient for the purpose; or
  - (3) The contract or other transaction is commercially reasonable to the Council at the time it is authorized, ratified, approved or executed; and
  - (4) The Director and/or Officer discloses such interest prior to the vote to approve or ratify the contract or other transaction.

## ARTICLE VIII

## Management

**Section 1. Management and Common Expenses.** The Board shall manage, operate and maintain the Regime and, for the benefit of the Units and the Unit Owners thereof, shall enforce the provisions hereof and may pay out of the Common Expenses, herein elsewhere provided for, the following, which itemization shall not act as a limitation on the Board:

- (a) The cost of providing water, sewer, garbage and trash collection, electrical (including street lighting), gas, telephone, common television antenna and/or cable service and other necessary utility services for the Common Elements and, to the extent the same are not separately metered or billed to each Unit, for the Units.
- (b) The cost of fire and extended liability insurance on the Common Elements and the cost of such other insurance as the Board or the Council may elect.
- (c) The cost of the services of a person or time to manage the Regime to the extent deemed advisable by the Council, together with the services of such other personnel as the Board or the Council shall consider necessary for the operation of the Regime.
- (d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Regime.
- (e) The cost of painting, maintaining, replacing, repairing and landscaping the General and Limited Common Elements, except as provided including trees, tree grates, and sidewalks, such furnishings and equipment for the General and Limited Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Council to paint, repair, or otherwise maintain the interior of any unit or any fixtures or equipment located therein.
- (f) The cost of labor, materials, supplies and services provided or made available generally to all Unit Owners or all of certain Limited Common Elements (such as but not limited to routine preventive maintenance and filter changes for heating and air conditioning heat pumps in Units and routine cleaning and maintenance of limited common element parking spaces) if, in the discretion and judgment of the Board of Directors, the provisions of such will be convenient to and in the best interests of a majority of the Unit Owners. Such costs so authorized by the Board of Directors shall be a Common Expense.

- (g) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Council is required to secure, to pay for by law, or otherwise, or which in the discretion of the Board shall be necessary or proper for the operation of the General and Limited Common Elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular Unit or Units, the cost thereof shall be specially assessed to the Unit Owner or Owners thereof in the manner provided in Section 1 (h) of this Article.
- (h) The cost of the maintenance or repair of any Unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board to protect the General and Limited Common Elements or to preserve the appearance or value of the Regime or is otherwise in the interest of the general welfare of all Unit Owners; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board and not without reasonable written notice to the Unit Owner of the Unit proposed to be maintained or repaired; 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 promptly to the Owner of said Unit at which time the assessment shall become due and payable and a continuing lien and obligation of the Unit Owner in all respects as proved in Article IX of these By-Laws.
- (i) Any amount necessary to discharge any lien or encumbrance levied against the Regime or any portion thereof, which may, in the opinion of the Board, constitute a lien against any of the General or Limited Common Elements rather than the interest of the Unit Owner of any individual Unit.
- (j) The cost of any maintenance, repair or replacement contracted for between the Council, or its management agent, and individual Unit Owners having to do with an individual unit which cost shall be a Common Expense only with respect to that Unit and that the cost thereof shall be assessed against the Unit on which such maintenance, repair or replacement is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Unit 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.

**Section 2. Management Agent.** The Board shall delegate such of its duties, powers or functions to the Management Agent, as the Board shall authorize, provided that such delegation may be terminated by either party without cause or payment of a termination fee on a maximum of ninety (90) days written notice and any such contract shall have a maximum term of two (2) years.

**Section 3. Duty to Maintain.** Except for maintenance requirements herein imposed upon the Council, if any, the Unit Owner of each Unit shall, at his own expense, maintain the interior of his Unit and any and all equipment, appliances or fixtures situated within the Unit and its other appurtenances in good order, condition and repair, 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 and such appurtenances. In addition to the foregoing, the Owners of Units 701, 702 and 700 East Tower shall, at their own expense, maintain their terrace Limited Common Elements. All Unit Owners, at their own expense, shall maintain, repair and/or replace any plumbing fixtures, garage space, heating and air conditioning equipment, lighting fixtures, refrigerators, freezers, dishwashers, disposal, trash compactors, ranges and/or other equipment that may be in, or appurtenant to such Unit. Any Unit Owner may contract for the performance of any maintenance, repair or replacement of any item listed in this Section with the Management Agent and the cost of the same shall be assessed as provided in Section 1 (j) of this Article. Subject to Section 1 (f) of this Article, at the discretion of the Board of Directors certain costs recited therein may from time to time be assumed by the Council if made generally available to all Unit Owners as a Common Expense.

**Section 4. Right of Entry.** Each Unit Owner shall and does hereby grant right of entry to any person authorized by the Board in case of any emergency originating in, or threatening his Unit, whether the Unit Owner is present at the time or not and also for the purpose of maintaining said Unit as provided in Section 1 hereof.

**Section 5. Limitation of Liability.** The Council shall not be liable for any failure of water supply or other utilities or services to be obtained by the Council or paid for out of the Common Expenses, or for injury or damage to persons or property caused by the elements or by any Unit Owner or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from any portion of the General or Limited Common Elements or from any pipe, drain, conduit, appliance or equipment. The Council shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the General or Limited Common Elements. No diminution or abatement of Common Expense Assessments as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the General or Limited common elements, separately contracted maintenance to a Unit, or from any action taken by the Council to comply with any law, ordinance, or with the order or directive of any municipal or other governmental authority.

## Article IX

### Condominium Fees/Assessments

#### Section 1. Annual Condominium Fees/Assessments.

- (a) From and after the recordation of the Declaration and these By-Laws, each Unit Owner shall pay to the Council, monthly, in advance, a sum equal to one-twelfth (1/12) of the Unit Owner's proportionate share of the sum required by the Council pursuant to the Percentage Interests in Common Expenses and Common Profits as



set forth in the Declaration, (hereinafter called "Assessments"), to meet its annual budget, including, but in no way limited to, the following:

- (1) The cost of all operating expenses of the Regime as the same may be constituted from time to time, and services furnished, including charges by the Council for facilities and services furnished by it;
  - (2) The cost of necessary management and administration, including fees paid to any Management Agent;
  - (3) The amount of all taxes and assessments levied against the Council or upon any property which it is otherwise required to pay, if any;
  - (4) The cost of public liability, fire and extended coverage insurance on the Regime and the cost of such other insurance as the Council or the Board may effect;
  - (5) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or utilities to the extent furnished by the Council;
  - (6) The cost of providing cable, satellite, or other services to the extent furnished by the Council;
  - (7) The cost of funding all reserves established by the Council, including, when appropriate, a general operating reserve and/or reserve for replacements;
  - (8) The estimated cost of repairs, maintenance replacements of the Regime including General and Limited Common Elements, to be made by the Council; and
  - (9) The cost of all operating expenses, repairs, maintenance and replacements for walkways, trees, tree grates, sidewalks, utility closets, and such other expense as may be provided for in Article VIII hereof.
- (b) In addition, each Unit Owner shall pay to the Council, monthly, the amount of separately contracted maintenance, if any, for which said Unit Owner is liable under Section 1 of Article VIII.
- (c) In addition, each Unit Owner shall pay to the Council, immediately upon notification, the amount of any fine levied or maintenance costs imposed against him pursuant to any Rules promulgated by the Board in accordance with the procedures in these By-Laws and such fine or maintenance shall be a lien in the same manner as if it were a Common Expense.
- (d) The Board shall determine the amount of the assessment annually by preparation and adoption of an annual proposed budget as provided in Section 11-109.2 of the

Act. A copy of the proposed budget shall be delivered to each Unit Owner at least thirty (30) days prior to its adoption. The budget shall be amended only in accordance with the Section of the Act aforesaid.

- (e) The omission of the Board, before the expiration of any budget period, to adopt a budget hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or the Act, or a release of assessment installment thereof, for that or any subsequent budget period, but the budget fixed for the preceding period shall continue until a new budget is fixed. No Unit Owner may exempt himself from liability for assessments by a waiver of the use or enjoyment of any of the Common Elements, or by abandonment of any Unit belonging to him. Expenditures increasing the annual assessment in excess of fifteen percent (15%) shall be levied as provided in the Act.

**Section 2. Special Assessments.** In addition to the regular assessment authorized by this Article, the Council may levy in any assessment year a special assessment or assessments, applicable to the 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 Regime, as then constituted, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board may consider appropriate, provided that any such assessment shall have the assent of the owners representing fifty-one percent (51%) of the total votes of the Council. A meeting of the Unit Owners shall be duly called for this purpose, written notice of which shall be sent to all owners at least ten (10) days, but not more than ninety (90) days, in advance of such meeting, which notice shall set forth the purpose of the meeting.

**Section 3. Reserve for Replacements.** The Council may establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated, from time to time, by the Board. Such fund shall be conclusively deemed to be a Common Expense. Such funds shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in the obligations of, or fully guaranteed as to principal, by, the United States of America, states, municipalities, or counties thereof. The reserve for replacements may be expended only for the purpose of effecting the replacement of the Common Elements and equipment of the Regime and for operating contingencies of a non-recurring nature. The amounts required to be allocated to the reserve for replacements may be reduced, by appropriate resolution of the Board upon the accumulation in such reserve fund of a sum equal to Five Hundred Thousand Dollars (\$500,000.00). The proportionate interest of any Unit Owner in any reserve for replacements shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Unit to which it appertains, and shall be deemed to be transferred with such Unit.

**Section 4. Non-Payment of Assessment.**

- (a) A Unit Owner shall be liable for all assessments, or installments thereof, and fines or other charges coming due while he is the owner of a Unit. In a voluntary grant the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, fines or other charges against the grantor for his share of the Common Expenses up to the time of the voluntary grant for such a Statement of Condominium Lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantees for such assessments.
- (b) All assessments, fines or other charges, until paid, together with interest at the maximum rate permitted on them, actual costs of collection, reasonable attorney's fees or attorney's fees of twenty-five percent (25%), whichever is greater, and late charges, at the maximum rate permitted in the Act, constitute a lien on the Units on which they are assessed. If a statement of lien is recorded within two (2) years after the date the assessment, fine, or other charges becomes due, the lien shall be effective against a Unit from and after the time a Statement of Condominium Lien is recorded among the Land Records of Baltimore City, Maryland. All Statements of Condominium Lien shall be prepared and established pursuant to the Act and all other statutory requirements now or hereafter in effect pertaining to the establishment and enforcement of statements of lien in the State of Maryland.
- (c) Any assessment, fine, or other charge, or installment thereof, not paid when due shall bear interest, from the date when due until paid, at the maximum permissible legal rate.
- (d) The Council shall, upon demand, notify the holder of the first mortgage on any Unit for which any assessment levied pursuant to these By-Laws becomes delinquent for a period in excess of thirty (30) days, and in any other case, where the Unit Owner is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.
- (e) Notwithstanding any provisions contained in the Declaration or these By-Laws, the Council of Unit Owners, through the Board of Directors, may suspend utility services provided to a Unit Owner's Unit for failure of the Unit Owner to pay in full all past due assessments, accelerated assessments, duly levied fines, interest, late fees and/or the costs of collection (including any and all costs associated with suspending and reinstating the utility service to the unit owner's unit) and attorney's fees associated with collecting the assessments. Such utility services may be suspended only under the following conditions:

(1) The Board of Directors shall not suspend utility services to a unit owner's unit until the following procedure is followed:

- (a) Written demand to pay all past due assessments, accelerated assessments (if any), duly levied fines, interest, late fees, collection costs and attorney's fees (if any) is mailed to the unit owner at the unit owner's last known address by first class, postage prepaid and certified mail, return receipt requested notifying the unit owner of the time and place for a hearing, which time shall not be less than ten (10) days from the giving of the notice; and providing
- (b) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and providing
- (c) the proposed suspension of utility service, which suspension may not occur less than seventy-two (72) hours from the time the decision is made and conveyed to the unit owner at or immediately after the aforesaid hearing.
- (d) The hearing may be held in executive session at which a quorum of the board of directors is present and the unit owner shall be afforded an opportunity to be heard.

(2) The Board of Directors shall not commence the dispute settlement procedures for the purpose of suspending a unit owner's utility services unless and until the unit owner is at least ninety (90) days past due in the payment of his or her assessments or until a balance of at least \$500.00 is at least ninety (90) days past due.

**Section 5. Assessment Certificates.** The Council shall, upon demand, furnish to any Unit Owner liable for any assessment or damages levied pursuant to the By-Laws (or to any other party legitimately interested in the same), a certificate in writing signed by an officer of the Council or its agent, 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 assessment therein stated to have been paid. A charge not to exceed twenty-five dollars (\$25.00) may be levied in advance by the Council for each certificate so delivered.

**Section 6. Acceleration of Installments.** Upon default in the payment of any one or more monthly installments of any assessment, levied pursuant to these By-Laws, the entire balance of said assessment may be accelerated at the option of the Board, and be declared due and payable in full.

**Section 7. Enforcement.** The lien for unpaid assessments, fines, or other charges may be enforced and foreclosed by the Council or any other person specified in the By-Laws, in the same manner, and subject to the same requirements, as the foreclosure of mortgages or deeds of trusts on real property in the State of Maryland. Suit for any deficiency following foreclosure may be maintained in the same proceeding and suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. No action may be brought to foreclose the lien unless brought within three (3) years following the recordation of the Statement of Condominium Lien.

**Section 8. Subordination and Mortgagee Protection.**

- (a) Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any Unit in the Regime shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage, meaning a Mortgage with priority over other mortgages, made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment, which lien, if claimed, shall have the same effect, and be enforced in the same manner as provided herein.
- (b) No amendment to these By-Laws shall affect the rights of the holder of any such mortgage, or the indebtedness secured thereby, recorded prior to recordation of such amendment, unless the holder thereof, or of the indebtedness secured thereby, shall join in the execution of such amendment.
- (c) The Board may, in its sole and absolute discretion, extend the provisions of this Section to the holders of a mortgage, or the indebtedness secured thereby, not otherwise entitled thereto.

**Section 9. Definition.** As used herein the term "Mortgage" shall refer to a deed of trust and the term "Holder" or "Mortgagee" shall be the party secured by any deed of trust, any beneficiary and the Trustees named therein, their successors and assigns.

**Section 10. Foreclosure of Assessment Lien.** Foreclosure of the assessment lien shall not take place until after the mortgagee of that Unit is notified pursuant to Section 4 (d) of this Article and the said mortgagee is given fifteen (15) days to obtain compliance by the Unit Owner with the assessment requirements herein before stated.

## ARTICLE X

## Use Restrictions

**Section 1. Residential Use.** All Units shall be used for residential purposes exclusively except for such temporary non-residential uses as may be permitted from time to time by the Board and by State and Local Laws and except as provided in this Section, subject, however to the following:

- (a) If any Unit Owner shall lease his unit, such lease shall first be submitted to the Board for its approval. The Board shall approve or disapprove within sixty (60) days of any lease solely on the basis of whether such lease contains covenants obligating the Unit Owner's tenant to observe all Rules of the Board and all restrictions and conditions imposed by the Declaration, By-Laws, and Rules in force at the time of signing said lease. If the Board fails to act timely, the lease shall be deemed approved. If the Unit Owner fails to provide these documents, the Board may do so, billing the reasonable cost of same to the Unit Owner. The Board shall have no right to disapprove a lease except as above provided. If the Unit Owner fails to comply with this subparagraph, such failure to comply shall be violation of these By-Laws and enforceable at law or equity by the Board. The Board may adopt a "form" lease or addendum for use by Unit Owners.
- (b) No Unit Owner may lease his Unit for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. No Unit may be subleased. No more than fifteen percent (15%) of the Units may be leased at one time. All Unit Owners desiring to lease their Unit must submit an application to the Board of Directors and obtain approval of the application from the Board of Directors, prior to executing any lease agreement. Approval of qualified applications for leasing Units will be granted on a first come basis and only in the event that the maximum percentage of leased Units, fifteen percent (15%), has not been reached. Applications for approval to lease Units received after the maximum has been reached will be placed on a wait list for possible approval at such time as the number of leased Units falls below the maximum. The Board may adopt rules to further effectuate this provision.
- (c) All leases shall be in writing, on a form approved by the Council with a minimum term of at least six (6) months. In place of requiring approval of each lease form, the Council may adopt a standard lease addendum, which must be executed and included as part of any lease. A copy of any lease and lease addendum, if any, executed by a Unit Owner and lessee shall be delivered to the Council promptly after the execution thereof. Any lease shall be subject in all respects to the provisions of the Declaration, the By-Laws and the Rules and Regulations and any failure by the tenant to comply with the terms of such instruments shall be a default under his lease, and any lease shall so provide. In the event of non-compliance by any tenant of a Unit with the terms of the Declaration, these By-

Laws, or the Rules and Regulations, the Council shall have the right, in addition to any other rights available to it, to require the Unit Owner of such Unit to terminate such lease because of such default and to otherwise treat such noncompliance as noncompliance of the Unit Owner.

- (d) The Board, in its sole discretion, on a case-by-case basis, may, but is in no way required to, grant a Unit Owner an exception to the limitation on the number of Units that may be leased at one time and for leases of a term less than six (6) months, upon a demonstration of hardship and/or necessity, as determined in the sole discretion of the Board.
- (e) Notwithstanding the foregoing, the restrictions in this Section shall not apply to any Unit owned by the Council.

**Section 2. Occupancy, Etc.** The right to use or occupy any Unit within the Regime, 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 standard relating to financial responsibility and/or character as may now or hereafter be set forth in these By-Laws. No such restriction shall be based upon age, race, religion, family status, sex, or place of national origin. The provisions of this subsection shall not apply to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a Mortgagee in lieu of foreclosure.

**Section 3. Prohibited Uses and Nuisances.**

- (a) No noxious or offensive trade or activity shall be carried on within the Regime 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 Unit Owners.
- (b) There shall be no obstruction of any General or Limited Common Elements, except as herein provided. Nothing shall be stored upon any General or Limited Common Elements, except as herein provided, without the approval of the Board. Vehicular parking, if any, upon General Common Elements shall be regulated by the Board. Certain numbered parking spaces have been designated on the Plats by the Developer for use by the Unit Owners. All other parking spaces controlled by the Council shall be regulated by the Board.
- (c) Nothing shall be done or maintained in any Unit, or upon any General or Limited Common Elements, which will increase the rate of insurance on any Unit or General or Limited Common Elements, or result in the cancellation thereof, without the prior written approval of the Board. Nothing shall be done or maintained in any Unit or upon General or Limited Common Elements which would be in violation of any law. No waste shall be committed upon any General or Limited Common Elements.

- (d) No structural alteration, construction, addition or removal of any Unit or General Limited Common Elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws, State and Local Laws.
- (e) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit, and upon any Common Element, except that this shall not prohibit the keeping of one dog, one cat and two (2) caged birds as domestic pets, provided that they are not kept, bred or maintained for commercial purposes, and provided rather that the keeping of such dogs, cats and/or caged birds will not constitute such type of noxious or offensive activity as covered in Section 3 (a) of this Article. All dogs must be kept inside their respective Owner's Unit or upon the Unit's Limited Common Elements and may be walked on the General Common Elements only on a leash.
- (f) Except for such signs as may be posted by the Council and signs of a directional nature, no signs of any character shall be erected, posted or displayed upon, in or from or about any Unit or the General or Limited Common Elements.
- (g) Except as herein elsewhere provided, no junk vehicle or other vehicles on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat, recreational vehicle, or the like shall be kept upon any Parking Space or the Common Elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles, be carried out thereon. Vehicles commonly described as "vans" are permitted upon Parking Spaces.
- (h) No part of the General or Limited Common Elements shall be used for commercial activities of any character, except as may be permitted by the Board of Directors on a temporary basis. This subsection shall not apply to the use of Units or Common Elements by the Council for its sole display, promotional or sales purposes.
- (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 General or Limited Common Elements. Trash and garbage containers shall not be permitted to remain in public view, except within locations designated by the Board.
- (j) No structure of a temporary character, greenhouse or similar enclosure, trailer, tent, shack, barn, or other outbuilding shall be maintained upon any of the General Limited Common Elements at any time except as permitted by written permission of the Board. Outdoor clothes dryers or clothes lines shall not be maintained upon the Common Elements at any time.



- (k) No outside television or radio aerial or antenna, or other aerial or antenna, CCTV, or Cable TV, for reception or transmission, shall be maintained upon any Unit or upon any General or Limited Common Elements without the prior written consent of the Board.
- (l) Terraces shall be maintained in a neat, safe and orderly manner and no items or material shall be hung over any railing, or on the outer side of any Unit without the written approval of the Board.
- (m) Between 11:00pm and 9:00 am, there shall be no loud or unusual noises; musical instruments, radios, televisions, record players, phonographs, Hi-Fi sets, and amplifiers shall be used in such manner as not to disturb other Unit Owners.
- (n) Outdoor cooking is strictly prohibited on any of the General Common Elements except as to such areas as may be designated by the Board. Outdoor cooking is prohibited on terraces.
- (o) The Board may require each Unit Owner, his Tenant, and/or Other Occupant to provide keys for entry into Units in situations recognized in these By-Laws and in the Declaration (if any) of an emergency nature. If the Board so requires, and an Owner, Tenant, or Other Occupant fails to so provide, there shall be a fine imposed of Five Hundred Dollars (\$500.00) in addition to other sanctions, as the Board deems proper by Rule or Amendment to these By-Laws. The health, safety, and welfare of each Unit Owner, Tenant, or Other Occupant shall be deemed the paramount purpose of this By-Law provision.
- (p) There shall be no violation of any Rules, whether for the use of the General or Limited Common Elements or for the governance of the Council, which may from time to time be adopted by the Board and promulgated among the Unit Owners by said Board in writing; and the Board is hereby, and elsewhere in these By-Laws, authorized to adopt such Rules.
- (q) The Board shall have the power to levy fines against Unit Owners for violation of these By-Laws or the Rules promulgated by the Board hereunder. Said power to levy fines is specifically subject to Article XII hereof.

## ARTICLE XI

### Architectural Standards

#### Section 1. Architectural Standards Committee.

(a) Except for the original construction of the Units situated within the property by the Developer and any improvements to any Unit or to the General or Limited Common Elements accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair, or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any light, screens, awnings patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, patios, balconies, platforms, porches, walls or to make any change or otherwise alter, including any alteration in color, in any manner whatsoever, to the exterior of any Unit or upon any of the General or Limited Common Elements within the property until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or other proposed form of change, including, without limitation, and other information specified by the Board (or its designated Committee), shall have been submitted to, and approved in writing by the Board, or by an "Architectural Standards Committee" designated by such Board.

(b) In the event the Board, or its designated Committee, fails to approve, or disapprove, such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. If plans and specifications are not submitted, all alterations and/or changes shall be deemed violations of this Article

## ARTICLE XII

### Hearing Procedures

#### Section 1. Statement of Purpose.

It is the declared intention of the Council that Rules shall be adopted freely by the Board, and without the requirement of a vote of the Council as a requisite to their adoption. All Rules are intended to be adopted as supplements to, and not in lieu of, legally required provisions of these By-Laws. Should any adopted rules or regulations contradict any provisions of these By-Laws, as amended, said provisions of these By-Laws shall take precedence.

**Section 2. Rules.** All Rules proposed by the Board or by any committee appointed by the Board to act on its behalf shall be dated as of the date of the meeting at which they were considered, and shall be communicated to the Council in writing within seven (7) days after said meeting date, and shall be put forward before the Council for consideration and review by the process of Hearing and Comment.

**Section 3. Hearing and Comment.**

- (a) Any notice of hearing so required shall include a copy of the proposed rule, its proposed effective date, the date, time, location, and agenda of the hearing, and shall be communicated by the Board to the Council by published form, or by any reasonable manner. The notice must be given to the Council at least fifteen (15) days prior to the meeting date.
- (b) A quorum of the Board shall be in attendance at all public hearings. If a quorum is not present, a new hearing shall be scheduled within seven (7) days.
- (c) A member of the Board shall preside over any hearings so convened and shall limit discussions within parameters of the published agenda. Any Unit Owners may appear and speak at these hearings, or by written statement.
- (d) After comment is held on the proposed rule at the hearing, the Board shall vote on its passage. The rule will be adopted upon a majority vote of those members of the Board present and voting.
- (e) The rule will be considered enacted unless, within fifteen (15) days after the Board vote, a petition calling for a special meeting is filed with the Board. The petition must be signed by at least fifteen percent (15%) of the Council of Unit Owners. Following the filing of a petition, the Board shall schedule a special meeting of the Council of Unit Owners, to be held within thirty (30) days after the Board's receipt of the petition. Written notice of the meeting must be given to each Unit Owner at least fifteen (15) days prior to the special meeting date.
- (f) A quorum of the Council of Unit Owners must be in attendance at the special meeting. If a quorum is not present, the rule will be considered final. If a quorum is present, and fifty percent (50%) of the Unit Owners present and voting disapprove the rule, the rule will be considered void; provided those Unit Owners voting to disapprove number at least thirty-three percent (33%) of the total votes of the Council of Unit Owners.

**Section 4. Right of Appeal.**

- (a) Each Unit Owner shall have a right to appeal to the Board for an individual exception to any rules or regulations adopted by the Board.
- (b) The appeal period shall begin on the effective date of the Rules, and shall run for a period of fourteen (14) days.
- (c) No appeals shall be considered, except by permission of the Board, if filed after the expiration of the appeal period.

- (d) All appeals shall be in writing, shall be signed and dated by the Unit Owner or Owners making such appeal, and shall be delivered to a member of the Board. The Board shall consider all appeals and shall render a decision at its next regularly scheduled meeting. Said decision shall be in writing, and shall be addressed to the Unit Owner or Owners making the appeal. If the Board shall deny an appeal, there shall be no requirement of publication as to the denial.
- (e) If the Board shall uphold an appeal, thus granting an individual exception to an adopted rule, the Board shall publish, or communicate in a reasonable manner, to the Council an explanation for the reasons for granting the exception.

**Section 5. Effect of Rules.** Any Rules, when adopted in accordance with the above procedures, shall have the same effect as if they were incorporated in these By-Laws by direct reference. Said Rules, upon proper adoption under the above procedures, shall be enforced in the same manner as all other provisions of the By-Laws.

### Article XIII

#### Insurance

##### **Section 1. Insurance.**

- (a) The Board acting on behalf of the Council shall obtain and maintain to the extent reasonably available the following insurance, as a Condominium Master Insurance policy (or Policies) which shall be an item of Common Expense:
  - (1) Property insurance on the Common Elements and Units, exclusive of improvements and betterments installed by Unit Owners, insuring against all risks of direct physical loss commonly insured against or in the case of conversion condominium, against fire and extended coverage perils. The total amount of insurance after application of any deductibles may not be less than eighty percent (80%) of the actual cash value of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies; and
  - (2) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors but not less than One Million Dollars (\$1,000,000.00) covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.
- (b) The Council shall give notice to all Unit Owners of the termination of any insurance policy within ten (10) days of termination. The Council in any event

may carry any other insurance it deems appropriate to protect the Council of Unit Owners or the Unit Owners.

- (c) Insurance policies carried pursuant to subsection (a) shall provide that:
- (1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his/her ownership of an undivided interest in the Common Elements or membership in the Council;
  - (2) The insurer waives its right to subrogation under the policy against any Unit Owner or members of his/her household;
  - (3) An act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Council of Unit Owners, does not void the policy and is not a condition to recovery under the policy; and
  - (4) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the policy is primary insurance not contributing with the other insurance.
- (d) Insurance Deductible. The Condominium's Master Insurance Policy has a property loss deductible that is an expense that is obligated before any insurance proceeds are received.
- (1) Damage to Single Unit. In the event a casualty loss, covered by the Condominium's Master Insurance Policy, originates within a single unit and damages that single unit, the affected Unit Owner shall be responsible for the Condominium's Master Insurance Policy property deductible to the maximum extent permitted by law. Furthermore, under such circumstances, the deductible is to be considered an amount that represents items of real property which pertain exclusively to the affected Unit Owner's residence. In the event the damage is less than the Master Insurance Policy deductible, the owner of the unit in which the loss originated and occurred shall be responsible for the damage.
  - (2) Damage to Other Units or Common Elements. In the event that a casualty loss covered by the Condominium's Master Insurance Policy originates within a single Unit and damages other Units or the Condominium's common elements or both, the owner of the unit in which the cause of the loss originated shall be responsible for the Condominium's Master insurance policy property loss deductible to the maximum extent permitted by law. In the event the damage is less than the Master Insurance policy deductible, the owner of the unit in which the cause of the loss originated shall be responsible for the damage.

- (3) Origination from Common Elements. The Condominium's Master Insurance Policy property loss deductible will be funded by the Condominium when the covered casualty damage originates from the common elements, whether or not the casualty damage affects the common elements, the Units, or both.
- (4) Non-payment of Deductible or Damages. Upon default by a Unit Owner of any amount owed pursuant to this Section, the amount owed shall be deemed delinquent and shall be treated as if an assessment and be subject to all collection action prescribed for assessments set forth in Article IX of these By-Laws. In such event, the Unit Owner shall be responsible for all costs of collection, attorneys' fees, and interest. In addition, such amount will be subject to lien after complying with Section 11-110 of the Act and Section 14-201 of the Maryland Contract Lien Act.
- (e) An insurance policy issued to the Council does not prevent a Unit Owner from obtaining insurance for his own benefit. It is recommended by the Board that each Unit Owner should obtain his own insurance policy on his Unit in the HO-6 form with an "improvements and betterments", "alterations and additions" or similar endorsement. NOTICE IS HEREBY GIVEN THAT THE CONDOMINIUM MASTER POLICY REFERRED TO IN SECTION 1 OF THIS ARTICLE DOES NOT INSURE ANY ADDITIONS, ALTERATIONS, IMPROVEMENTS, BETTERMENTS OR MODIFICATIONS TO ANY UNIT AS SOLD BY THE DEVELOPER.
- (f) An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the Council and, upon request, to any Unit Owner, Mortgagee, or beneficiary under a Deed of Trust. The insurance may not be cancelled until thirty (30) days after the notice of the proposed cancellation has been mailed to the Council of Unit Owners, each Unit Owner and each mortgagee to whom certificates of insurance have been issued

## ARTICLE XIV

### Casualty Damages

#### Section 1. Use of Insurance Proceeds.

- (a) Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Council of Unit Owners unless:
  - (1) The Condominium is terminated;
  - (2) Repair or replacement would be illegal under any State or local health or safety statute or ordinance; or

- (3) Eighty percent (80%) of the Unit Owners, including every owner of a unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild.
- (b) The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.
- (c) If the damaged or destroyed portion of Condominium is not repaired or replaced:
  - (1) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;
  - (2) The insurance proceeds attributable to units and Limited Common Elements which are not rebuilt shall be distributed to the owners of those units and the owners of the units to which those Limited Common Elements were assigned; and
  - (3) The remainder of the proceeds shall be distributed to all the Unit Owners in proportion to their Common Element interest.
- (d) If the Unit Owners vote not to rebuild any unit, that unit's entire Common Element interest, votes in the Council of Unit Owners, and Common Expense liability are automatically reallocated upon the vote as if the unit had been condemned and the provisions of the Declaration shall govern, and the Council promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this subsection, the Act governs the distribution of insurance proceeds if the Condominium is terminated.

## Article XV

### Fiscal Management

**Section 1. Fiscal Year.** The fiscal year of the Council shall begin on the first day of January every year and end on the 31<sup>st</sup> day of December except that the first year of the Council shall begin on the date of the recording of the Declaration. The commencement date of the fiscal year herein established shall be subject to change by the Board in its discretion.

**Section 2. Books and Accounts.** Books and accounts of the Council shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed account, in chronological order, of the receipts and expenditures affecting the Council and its administration and all specify the maintenance and repair expenses of the General Limited and Common Elements and services and any other expenses incurred. The

amount of any assessment required for payment on capital expenditures of the Council shall be credited upon books of the Council to the "Paid-in Surplus" account as a capital contribution by the Unit Owners.

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

**Section 4. Inspection of Books.** The books and accounts of the Council and vouchers accrediting the entries made thereupon shall be available for examination by the Unit Owners and/or their duly authorized agents, attorneys and mortgagees, during normal business hours, after reasonable notice of a request for inspection is given to the custodian of the records.

## ARTICLE XVI

### Amendments

**Section 1. Amendments.** These By-Laws may be amended by the affirmative vote of Unit Owners representing 66-2/3 % of the total votes of the Council, as then constituted, at any meeting of the Council duly called for such purpose in accordance with the provisions of the Act. Amendments may be proposed by the Board or by a Petition signed by Unit Owners representing at least twenty percent (20%) of the total votes of the Council. A description of the proposed amendment shall accompany the notice of the regular or special meeting at which such proposed amendment is to be voted upon, and said notice shall be given to the holders of all first Mortgagees of Units in the Regime. Any amendment adopted by the Council shall be effective only upon recordation among the Land Records of Baltimore City, Maryland. The recorded amendment shall set out the Sections of these By-Laws being amended and the applicable provisions of the Act.

## ARTICLE XVII

### Notice to Council

**Section 1. Ownership-Book (The Roster).** The Secretary of the Council or the management agent, if so designated, shall maintain a current roster of names and addresses of each Unit Owner to which such notice of meetings of the Council will be sent. No Unit Owner may vote at meetings of the Council until this information and that required in Section 2 of this Article is furnished.

**Section 2. Mortgages.** A Unit Owner who mortgages his Unit shall notify the Secretary of the Council or its agents of the name and address of his mortgagee and the Council shall maintain such information in a book entitled "Mortgagees of Units".



## ARTICLE XVIII

## Mortgagees

**Section 1. Change in Percentage Interest in Common Elements.** The consent of all mortgagees affected, obtained in advance in writing, is mandatory if the Council should adopt any change in the pro-rata interest of the Unit Owners in the Common Elements of the Regime.

**Section 2. Right to Inspect Books.** All mortgagees shall have the right to inspect the books of the Council, obtain financial statements, and review budgets of the Council.

**Section 3. Notice of Meetings.** All mortgagees, upon request, shall have the right to notification of and attendance at all general and special meetings of the Council and shall be permitted to express any views at such meetings as they may wish to convey to the Council.

**Section 4. Rental by Mortgagee.** All mortgagees shall have the right, notwithstanding any provision herein to the contrary, to rent any Units, which such mortgagee or mortgagees may own through foreclosure sale or voluntary sale, free from any restriction herein against leasing.

**Section 5. Notice of Loss or Taking.** The Board shall notify mortgagees of the damaged units and the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association, if applicable, in writing if any loss or taking of the Common Elements exceeds \$10,000.00 or if damage to a Unit exceeds \$10,000.00.

## ARTICLE XIX

Compliance-Interpretation-  
Miscellaneous

**Section 1. Compliance.** These By-Laws are set forth in compliance with the requirements of the Act and all applicable State and local laws and ordinances notwithstanding anything in these By-Laws to the contrary, whether expressed or implied.

**Section 2. Conflict.** These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Act. All of the terms hereof, except where clearly redundant to the context, shall have the same meaning as in the Declaration or the Act. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; in the event of any conflict between the By-Laws and the applicable Sections of the Act, the provisions of the Act control.

**Section 3. Resident Agent.** The Board, shall designate at its discretion, a Resident Agent as the person authorized to accept service of process in any action relating to the Council or to the General or Limited Common Elements, as authorized under the Act, which person shall

be properly registered with the Maryland State Department of Assessments and Taxation. The Council and its officers and directors shall also register as may be required by 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, obligation or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or fears to enforce the same.

**Section 6. Captions and Table of Contents.** The captions and table of contents contained in these By-Laws are for convenience and ease of use only, and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

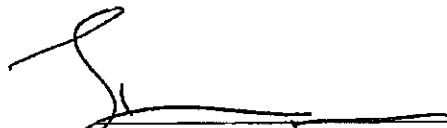
**Section 7. Gender, Etc.** Whenever in these By-Laws the context so required, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

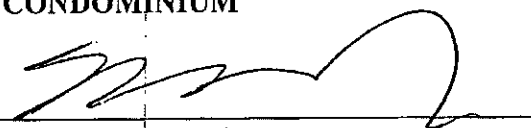
\* \* \* SIGNATURE PAGE FOLLOWS \* \* \*

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Amendments of The Towers at Harbor Court Condominium to be executed by its President.

ATTEST:

THE TOWERS AT HARBOR COURT  
CONDOMINIUM

  
Barbara Valeri, Secretary

  
Harold Graul, President

STATE OF MARYLAND :

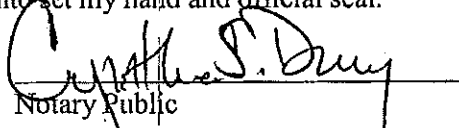
COUNTY OF Baltimore City :

SS:

I HEREBY CERTIFY THAT on this 31 day of October, 2007, before the undersigned, a Notary Public of the State and County aforesaid, personally appeared **Harold Graul**, who acknowledged himself to be the President of **The Towers at Harbor Court Condominium**, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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



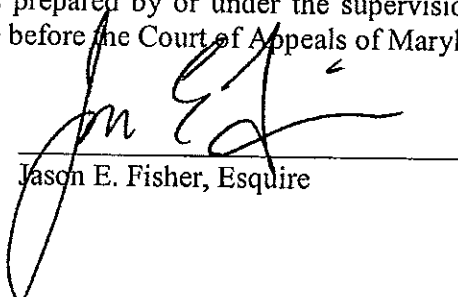
  
Notary Public

MY COMMISSION EXPIRES:

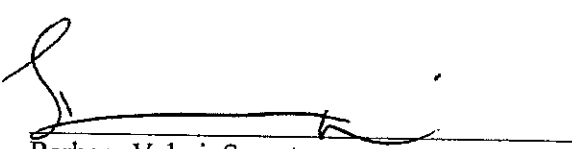
4/7/10

**ATTORNEY CERTIFICATION**

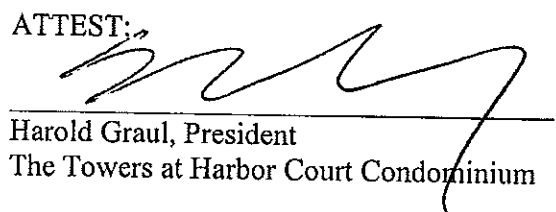
This is to certify that this instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

  
 Jason E. Fisher, Esquire
**CERTIFICATION OF VOTE OF THE COUNCIL OF UNIT OWNERS  
OF THE TOWERS AT HARBOR COURT CONDOMINIUM**

In accordance with Section 11-104 of the Maryland Condominium Act (Annotated Code of Maryland, Real Property Article, Title 11) and in accordance with Article XIV, Section 1 of the By-Laws of The Towers at Harbor Court Condominium, the Secretary, as the person authorized to count votes of the owners, hereby certifies that the Amendment to which this Certificate is attached was approved by unit owners having sixty-six and two-thirds percent (66 2/3%) of ownership interest, or more, at a meeting. This Certification is recorded for the purpose of conforming to Section 11-104 of the aforementioned Act and hereby accompanies the Amendment to the By-Laws of the Condominium.

  
 Barbara Valeri, Secretary  
 The Towers at Harbor Court Condominium

ATTEST:

  
 Harold Gaul, President  
 The Towers at Harbor Court Condominium

Parcel Identification Numbers:

Maryland Department of Assessments and Taxation  
BALTIMORE CITY  
Real Property Data Search (2007 v#5.1)

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Parcel Identification Numbers:

Maryland Department of Assessments and Taxation  
BALTIMORE CITY  
Real Property Data Search (2007 v05.1)

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876

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BC CIRCUIT COURT (Land Records) | MSA CE 164 19293 | EMC 10140 o 0044 | Printed 02/07/2008 | Online 11/19/2007