

BY-LAWS OF THORNTON WOOD CONDOMINIUM

“Easy-Read” Format
(prepared by Warren Updike)

With all amendments adopted through 3/27/2014

Provisional Statement

The “*Easy-Read*” format of the By-Laws of Thornton Wood Condominium has been prepared to facilitate a more expedient and effective understanding of the By-Laws as amended. It has been transcribed by electronic means from the original document (as recorded in the Land Records of Baltimore County, Maryland), and while all reasonable means have been taken to insure the accuracy of this document, the original document with all amendments, as recorded, remains the only official and legal source for the By-Laws of the Thornton Wood Condominium.

In preparing this “*Easy-Read*” format, all reasonable means have been made to preserve the original pagination, page numbers, and paragraphs, including what may at times seem to be inconsistent numbering of paragraphs within Sections (in order to preserve concordance with the original document). The text of the document includes all recorded amendments and the superseded, original amended text is not, herein, preserved. The applied amendments are colored blue to distinguish them from the original text and are annotated with the dates of Adoption and Recordation, where available.

Revision History

Rev. A: 4/8/2010, Correction of minor errors in formatting resulting from original transcription. (WWU)

Rev. B: 2/19/2013, Changed font and other minor corrections. (WWU)

Rev. C: 4/3/2014, Amendments adopted at the Annual Meeting, 3/27/2014

Enumeration of the Amendments
to the
By-Laws of Thornton Wood Condominium

Adopted	Recorded	Article	Section	Sub-sect.	Description	Liber	Folio/Page
4/19/1988	10/17/1988	VI	1		Establishes "a reserve for replacement of major capital assets"	7999	488-9
/25/1992	8/4/1992	VI	11	(a)	Add restrictions on occupancy and rental requiring a lease of not less than 12 months	9309	001
3/30/1995	5/12/1995	III	4	(c)	Sets the number of directors at nine, and establishes a term of office of two years	11043	406
3/4/1996	4/4/1996				Amends the amendment of 3/30/1995 (4/13/1995) to include the resolution of the Board - no changes to the by-law text are made	11510	132
3/20/1997	6/6/1997	VI	3		Prohibits deductions and setoffs in payment of dues	12214	736-7
		VI	5		Accelerates dues owed on failure to pay		
		VI	9	(b)	Denies unit owner any right to maintain common elements		
6/18/1998	7/24/1998	III	1		Sets the number of directors at nine, and clarifies qualifications for directors	13027	685-6
6/19/2003	2/5/2004	IV	12		Changes signature requirements for checks: if \$1,000 or less, only one officer must sign	19564	695
4/27/2006	5/1/2006	III	4	(c)	Sets the number of directors at five	23760	166
		VI	8		Changes the process for Violations by Unit Owners to agree with State law		
3/27/2014	4/9/2014	VI	1		Expands the use of Capital Reserve Funds and annual contributions to the fund	34845	168
		VI	2	B	Removes the requirement that Unit Owners obtain additional insurance from same source as master policy	34845	169

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TABLE OF CONTENTS

	Page
ARTICLE I – APPLICATION	B1
Section 1. Property	B1
Section 2. Form and Address	B1
Section 3. Applicability of By-laws	B1
ARTICLE II – COUNCIL OF UNIT OWNERS	B1
Section 1. Annual Meetings	B1
Section 2. Special Meetings	B2
Section 3. Notice of Meetings	B2
Section 4. Quorum	B2
Section 5. Proxies	B3
Section 6. Voting	B3
Section 7. List of Unit Owners	B3
Section 8. Percentage of Unit Owners	B3
ARTICLE III – BOARD OF DIRECTORS	B4
Section 1. Number and Qualifications	B4
Section 2. Powers	B5
Section 3. Manager	B6
Section 4. Election and Term of Office	B6
Section 5. Regular and Special Meetings	B7
Section 6. Quorum	B7
Section 7. Informal Action	B7
Section 8. Compensation	B10
Section 9. Fidelity Bonds	B10
ARTICLE IV – OFFICERS	B10
Section 1. Executive Officers	B10
Section 2. President	B10
Section 3. Vice President	B10
Section 4. Secretary	B10
Section 5. Treasurer	B11
Section 6. Assistant Officers	B11
Section 7. Subordinate Officers	B11
Section 8. Delegation of Duties	B11
Section 9. Compensation	B12
Section 10. Removal	B12
Section 11. Vacancies	B12
Section 12. Contracts, Agreements and Other Instruments	B12
ARTICLE V – LIMITED LIABILITY AND INDEMNITY OF OFFICERS AND DIRECTORS	B12
ARTICLE VI – OPERATION OF THE CONDOMINIUM PROJECT	B13
Section 1. Determination of Common Expenses And Fixing of Common Charges	B13

ARTICLE VI – OPERATION OF THE CONDOMINIUM PROJECT (Cont.)

Section 2. Insurance	B14
A. Authority to Purchase	B14
B. Separate Insurance	B15
C. Coverage	B15
D. Premiums	B16
E. Insurance Trustee	B16
1. Common Elements	B16
2. Limited Common Elements	B16
3. Condominium Units	B16
4. Mortgagees	B17
F. Distribution of Proceeds	B17
1. Reconstruction or Repair	B17
2. Failure to Reconstruct or Repair	B17
3. Certificate	B18
G. Reconstruction or Repair of Casualty Damage	B18
1. Duty to Reconstruct or Repair	B18
2. Responsibility	B19
 Section 3. Payment of Common Charges	B21
Section 4. Collection of Assessments	B21
Section 5. Default In Payment of Common Charges	B22
Section 6. Foreclosure of Liens for Unpaid Common Charges	B22
Section 7. Statement of Common Charges	B22
Section 8. Abatement and Enjoinment of Violations by Unit Owners	B22
Section 9. Maintenance and Repair	B23
Section 10. Terraces	B23
Section 11. Restriction of Use of Units	B23
Section 12. Additions, Alterations or Improvements By Board of Directors	B24
Section 13. Additions, Alterations or Improvements By Unit Owners	B25
Section 14. Right of Access	B25
Section 15. Rules of Conduct	B25
Section 16. Water Charges and Sewer Rents	B25
Section 17. Electricity	B26

ARTICLE VII – MORTGAGES AND OTHER LIENS

Section 1. Notice to Board of Directors	B26
Section 2. Notice of Lien or Suit	B26
Section 3. Notice of Unpaid Common Charges	B26
Section 4. Notice of Default	B26
Section 5. Examination of Books	B27

ARTICLE VIII – RECORDS

Section 1. Records and Audits	B27
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ARTICLE IX – MISCELLANEOUS

Section 1. Notices	B27
Section 2. Invalidity	B27

Section 3. Captions	B28
Section 4. Gender	B28
Section 5. Waiver	B28
Section 6. Insurance Trustee	B28
Section 7. Contract Purchaser	B28
Section 8. Restrictions or Interference with Developer	B28
Section 9. Termination	B28
Section 10. Conflicts	B28
 ARTICLE X – AMENDMENTS	 B29
 ARTICLE XI – RESIDENT AGENT	 B30
Section 1. Resident Agent	B30
 ARTICLE XII – RECORDS, RESOLUTIONS AND VOTE COUNT	 B31
 ARTICLE XIII – ORIGINAL DIRECTORS	 B31

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**BY-LAWS
OF
THORNTON WOOD CONDOMINIUM,
AN UNINCORPORATED ASSOCIATION
JOPPA AND THORNTON ROADS
BALTIMORE COUNTY, MARYLAND**

ARTICLE I - APPLICATION

Section 1. PROPERTY. The Condominium Project, known as "Thornton Wood Condominium," located in the Eighth Election District, on 11.5 acres at the northwest corner of Joppa and Thornton Roads, Baltimore County, Maryland, has been submitted to the provisions of the Condominium Act of the State of Maryland, and a condominium regime has been established therefor by the Declaration to which these By-Laws are annexed.

Section 2. FORM AND ADDRESS. The form of administration shall be an unincorporated council of unit owners to be known as "Thornton Wood Condominium." The mailing address of the council of unit owners known as Thornton Wood Condominium is 1702 Killington Road, Towson, Maryland 21204.

Section 3. APPLICABILITY OF BY-LAWS. The terms, conditions, provisions and restrictions of these By-Laws are applicable to the Condominium Project and to the use, occupancy, benefit and enjoyment thereof, and shall inure to the benefit of the unit owners, both present and future, and be binding upon said unit owners, their tenants, guests and other invitees, the agents, servants, and employees of such unit owners, tenants, guests and invitees, and any other person, firm or corporation using any facility of the property, subject to the limitations contained in the Declaration and hereinafter set forth in these By-Laws. The acceptance of any deed, lease, contract, or other paper covering any interest in a condominium unit, or the use, occupancy, benefit or enjoyment of such unit, without further act, shall signify that the By-Laws of the Condominium Project are approved and ratified and that the persons accepting the deed, lease, contract or other paper shall comply with the terms, conditions, provisions and restrictions of the By-Laws.

ARTICLE II - COUNCIL OF UNIT OWNERS

Section 1. ANNUAL MEETINGS. The annual meeting of the Council of Unit Owners shall be held at 1702 Killington Road, Towson, Maryland 21204, the principal office of the Condominium

Project, in Baltimore County, Maryland, during July, in every year on the day selected by the Board of Directors at 8:00 P.M. (or at such other hour and/or place as may be fixed by the Board of Directors) for the election of Directors and for the transaction of general business. Such annual meetings shall be general meetings, i.e. open for the transaction of any business without special notice of such business. The first annual meeting of the Council of Unit Owners shall be held July 25, 1974.

Section 2. SPECIAL MEETINGS. From and after the first annual meeting of the Council of Unit Owners, special meetings of the Council of Unit Owners may be called at any time by the Board of Directors or by a majority of the Unit Owners (as determined by percentage interest), either by Vote or in writing. Upon the written request of one-third of unit owners (as determined by percentage interest), specifying the purposes, delivered to the Board of Directors, it shall be the duty of the Board of Directors forthwith to call a meeting of the Council of Unit Owners. Notice thereof shall be given as provided in Section 3 of this Article II. No business other than that stated in that notice of the meeting shall be transacted at any special meeting of the Council of Unit Owners, however called. Special meetings of the Council of Unit Owners, shall be held at the principal office of the Condominium Project, or at such other place as may be fixed by the Board of Directors.

Section 3. NOTICE OF MEETINGS. Written or printed notice of every annual meeting given at least fifteen days and not more than thirty days prior to such meeting, and written or printed notice of every special meeting given at least fifteen days and not more than twenty days prior to such meeting, of the Council of Unit Owners shall be given by the Board of Directors to each Unit Owner whose name appears as such upon the books of the Condominium Project thirty days prior to the date of the meeting. Such notices of annual or special meetings shall state the place, day and hour of such meetings, and in the case of special meetings, shall also state the business proposed to be transacted thereat. Such notice shall be given to each Unit Owner by leaving the same with him, or at his residence, or by mailing it postage prepaid and addressed to him at his address as it appears upon the books of the Condominium Project. No notice of the time, place or purpose of any meeting of Unit Owners, whether prescribed by law, by the Declaration, or by these By-Laws, need be given to any Unit Owner who attends in person, or by proxy, or who, in writing, executed and filed with the records of the meeting, either before or after the holding thereof, waives such notice.

Section 4. QUORUM. At any meeting of the Council of Unit Owners, the presence in person or by proxy of a majority of Unit Owners (as determined by percentage interest) at such meeting

shall be necessary and sufficient to constitute a quorum for the election of Directors or for the transaction of other business, and any such meeting may be adjourned from time to time until the transaction of business has been completed. In the absence of a quorum, the Unit Owners who shall be present in person or by proxy at any meeting (or adjournment) may, by vote of a majority of such Unit Owners (as determined by percentage interest), adjourn the meeting from time to time, but not for a period of over thirty days at any one time, by announcement at the meeting, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 5. PROXIES. Unit Owners may vote either in person or by proxy. Proxies are valid only for the particular meeting designated therein, and no proxy which is dated more than two months before the meeting at which it is offered shall be accepted. Every proxy shall be in writing, subscribed by the Unit Owner or by duly authorized attorney in fact, and shall be dated, but need not be sealed, witnessed or acknowledged; each proxy must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof.

Section 6. VOTING. At every meeting of the Council of Unit Owners, every Unit Owner shall be entitled to one vote, as determined under the provision of the Declaration and registered on the books of the Condominium Project on the date for the determination of voting rights at the meeting. Upon demand of ten percent (10%) of the Unit Owners present in person or by proxy, the votes for Directors, or upon any question before a meeting, shall be by ballot; and except in cases in which it is by statute, by the Declaration or by these By-Laws otherwise provided, the vote of a majority of all Unit Owners present either in person or by proxy and voting shall be necessary and sufficient to elect and pass any measure. In all elections of members of the Board of Directors, every Unit Owner shall have the right to vote for as many persons as there are Directors to be elected.

Section 7. LIST OF UNIT OWNERS. Prior to each meeting of the Council of Unit Owners, the Board of Directors shall prepare a full, true and complete list, in alphabetical order, of all Unit Owners entitled to vote at such meeting, and shall be responsible for the production of such list at the meeting.

Section 8. PERCENTAGE OF UNIT OWNERS. Wherever the terms, "majority of Unit Owners," "two-thirds of the Unit Owners", and "three-fourths of the Unit Owners," are used in these by-laws or in the Declaration, they shall mean, respectively, 51%, 66 - 2/3%, and 75% or more of the votes of the Unit Owners.

Section 9. ORDER OF BUSINESS. At all meetings of the Council of Unit Owners, the order of business shall be, as far as applicable as practicable, as follows:

- a) Organization and roll call.
- b) Proof of notice of meeting or of waivers thereof. The Certificate of the President and Vice President of the Condominium Project, or the affidavit of any other person who mailed the notice or caused the same to be mailed, shall be accepted as proof of service of notice by mail.
- c) Reading of unapproved minutes of preceding meetings and action thereon.
- d) Reports of the Board of Directors, officers, committees, and any Manager employed by the Board or the Council of Unit Owners.
- e) At an annual meeting, the election of Board of Directors.
- f) Unfinished business.
- g) New business.
- h) Adjournment.

Roberts Rules of Order shall govern in the conduct of all meetings of the Council of Unit Owners.

ARTICLE III - BOARD OF DIRECTORS

Section 1. NUMBER AND QUALIFICATION. The affairs of the Condominium Project shall be governed by a Board of Directors (Board) comprised of **nine (9)** members (Directors).

To qualify as a member of the Board of Directors, a person shall be a resident of the Condominium and any one of the following:

- (a) a unit owner in his own name; or
- (b) a unit owner as a joint tenant; or
- (c) a unit owner as a tenant-in-common; or
- (d) a unit owner as a tenant-by-entirety; or
- (e) a unit owner as a co-partner of a partnership unit owner; or
- (f) an officer of a corporate unit owner; or
- (g) a current beneficiary of a trust unit owner; or
- (h) an individual Trustee of a trust unit owner; or
- (i) the spouse of a unit owner described in (a), (b), (c), (e), (f), (g), OR (h) above.

(Adopted: 6/18/1998; Recorded: 7/24/1998)

Section 2. POWERS. The Board of Directors shall have all rights and powers necessary to the administration of the affairs of the Condominium Project and may do and perform all matters, acts and things not expressly reserved to the Council of Unit Owners. The powers of the Board of Directors shall include particularly, but not by way of limitation, the right to do the following:

- (a) To prepare an annual budget and submit the same to the Council of Unit Owners at its annual meeting for approval, in which annual budget there shall be established the contribution of each Unit Owner to the Common Expenses.
- (b) To establish the means and methods of collecting such contribution from the Unit Owners and it shall establish the period of the installment payment of the annual contribution to the Common Expenses. Unless otherwise determined hereafter by the Board of Directors, the annual contribution of each Unit Owner to the Common Expenses adopted by the Council of Unit Owners shall be in monthly installments, and each installment shall be due and payable in advance on the first day of each month for said month.
- (c) Supervise, manage, operate, examine, inspect, care for, preserve, repair, replace, restore and maintain the Common elements; keep and maintain said elements in a clean, neat, trim, orderly, sanitary and safe condition, free of garbage, trash, rubbish and other refuse, free of insects, rodents, vermin and other pests, free from objectionable odors, and free of ice and snow; procure all labor, material, services and utilities necessary or desirable to the foregoing; obtain all permits and licenses required for the property; comply with all laws, ordinances, rules and regulations of the Government of the United States, State of Maryland, Baltimore County, or any agency or subdivision of the foregoing, applicable to the maintenance and care of the common elements; and generally carry out all matters and things deemed necessary or advisable to the economic or efficient maintenance and operation of the Condominium Project.
- (d) Employ all personnel necessary or desirable for the operation and management of the Condominium Project, including retention of plumbing and electrical contractors on a twenty-four (24) hour, emergency basis to serve each Unit Owner and the

Council of Unit Owners; and engage any attorney or attorneys to handle the legal affairs of said Project, including collection of the common expenses due by any Unit Owner.

(e) Procure bids or otherwise establish the fixed cost of all labor, materials, services, utilities and other items required for the operation, maintenance and care of the Condominium Project, and the convenience of the Unit Owners; review and analyze all cost and expense factors arising out of or otherwise related to the property, together with the benefits and advantages to be derived there from; determine and fix a detailed annual budget for the Condominium Project, and upon the establishment of such budget, assess and collect the funds therefore as a common expense.

(f) Maintain a register setting forth the names of the Unit Owners of all of the condominium units and in the event of the sale or transfer of any condominium unit to a third party, the purchaser or transferee shall notify the Board of Directors in writing of his interest in such condominium unit together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any condominium unit. Further, each Unit Owner shall at all times notify the Board of Directors of the names of the parties holding any mortgage or mortgages on his condominium unit, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any condominium unit may, if he so desires, notify the Board of Directors of the existence of any mortgage or mortgages held by such party on any condominium unit, and upon receipt of such notice, the Board of Directors shall register in its records all pertinent information pertaining to the same.

(g) Adopt reasonable Rules and Regulations, not inconsistent with the Declaration or By-Laws, and revise, repeal or modify the same for the care and preservation of the common elements, the comfort, health, safety and general welfare of the Unit Owners, and the efficient operation of the Condominium Project.

(h) Establish and maintain an accurate and efficient cash and accounting system, make collections and deposit of funds in such banks, trust companies, or other depositories as the Board shall from time to time approve, verify and account for all receipts and expenditures involved in the operation of the Condominium Project, approve or disapprove all requisitions, bills, statements and vouchers, pay all costs and expenses incurred in the operation and maintenance of the property, designate signatories to which bank or other accounts shall be subject, keep and preserve at the principal office of the Condominium Project, books,

accounts and records covering the operation of the property, and execute and file any statement, certificate, affidavit, return or other forms required to be filed with the Federal, State or local government in connection with any income or unemployment, social security or employee benefit tax, or the withholding of any tax, or any information relative to the foregoing and prepare and submit such account or accounts of the financial condition of the Condominium Project as may from time to time be required or advisable.

(i) Procure and maintain all policies of insurance required by these By-Laws, or by the Council of Unit Owners; negotiate and adjust any loss occurring under any policy of insurance; and make any repair, replacement or restoration of the property damaged or destroyed by fire or other casualty insured against.

(j) Make or cause to be made such alterations or improvements to the common elements which do not prejudice the rights of the Unit Owner of any condominium unit, without first obtaining such Unit Owner's consent, and the cost of such alteration and improvements shall be assessed as common expense and the assessment collected from all of the Unit Owners of the condominium units. However, where any alterations or improvements are exclusively or substantially for the benefit of the Unit Owner or Unit Owners of a particular condominium unit or condominium units requesting the same, the cost of such alterations and improvements shall be assessed against and collected solely from the Unit Owner or Unit Owners of the condominium unit or condominium units exclusively or substantially exclusively benefited, the assessment to be levied in such proportion as may be determined by the Board of Directors.

(k) Such other duties as may be imposed by any resolution of the Council of Unit Owners.

Section 3. MANAGER. The Board of Directors, on behalf of the Council of Unit Owners, as a common expense, may employ a Manager for the Condominium Project and delegate to such Manager any powers conferred upon the Board under Section 2 of Article III of these By-Laws, so that the Manager shall thereupon have any or all the rights and powers of the Board necessary to the administration of the affairs of the Condominium Project delegated to him by the Board of Directors, provided, however, that no assessment or levy of any common expense, and no adoption or amendment of any rule or regulation for the Condominium Project, shall be made except by the Board of Directors.

Section 4. ELECTION AND TERM OF OFFICE. Election of Directors shall be conducted in the following manner:

(a) Developer shall, at the first annual meeting of Unit Owners at which the first election of the Board of Directors

shall be held, designate and select that number of the members of the Board of Directors which it shall be entitled to designate and select in accordance with the provisions of these By-Laws, and upon such designation and selection by Developer by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Developer shall be deemed and considered for all purposes Directors of the Condominium Project, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these By-Laws.

(b) All members of the Board of Directors whom Developer shall not be entitled to designate and select under the terms and provisions of these By-Laws, shall be elected by the Council of Unit Owners in accordance with the provisions of Article II of these By-Laws immediately following the designation and selection of the members of the Board of Directors whom Developer shall be entitled to designate and select.

(c) No elections were held at the Annual Meeting of the Council of Unit Owners on March 23, 2006 to elect five members of the Board of Directors for two year terms beginning April 1, 2006. The terms of the four members of the Board of Directors elected at the Annual Meeting of the Council of Unit Owners on April 7, 2005, for terms of two years ending March 31, 2007, are herewith ended and terminated as of July 31, 2006. The number of members of the Board of Directors is herewith set at five. In the elections for five members of the Board of Directors to be held at a Special Meeting of the Council of Unit Owners to be convened on or before July 27, 2006, the three candidates receiving the highest number of votes cast shall be elected for terms beginning August 1, 2006 and ending March 31, 2008 and the two candidates receiving the fourth and fifth highest number of votes shall be elected for terms beginning August 1, 2006 and ending March 31, 2007. Thereafter, at the election of members of the Board of Directors held in each even numbered year, three members of the Board of Directors shall be elected for a term of two years each and at the election for members of the Board of Directors held in each odd numbered year, two members of the Board of Directors shall be elected for a term of two years each. In the event of a tie vote, it shall be broken by the toss of a coin. The Directors shall hold office, however, until their successors have been duly elected and qualified, or until removed in the manner elsewhere provided in these By-Laws or as may be provided by law. (Adopted: 4/27/2006; Recorded: 5/1/2006)

(d) In the event that Developer, in accordance with the privilege granted unto it, selects any person or persons to serve on the Board of Directors, the said Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacement of any person or persons designated by Developer to serve on the Board of Directors of the Condominium Project shall be made by written instrument delivered or mailed to the Board of Directors, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery or mailing of such written instrument by Developer to said Board. Any person or persons elected to serve on the Board of Directors by the Council of Unit Owners may also be removed, without cause, at any time by a special meeting of the Council of Unit Owners and a replacement may be elected at such meeting.

(e) Vacancies in the Board of Directors may be filled, until the date of the next annual meeting, by the remaining Directors, except that should any vacancy in the Board of Directors be created previously filled by any person designated and selected by Developer, such vacancy shall be filled by Developer

designating and selecting, by written instrument mailed to the Board of Directors, the successor Director to fill the vacancy for the unexpired term hereof.

Section 5. REGULAR AND SPECIAL MEETINGS. Within seven (7) days after the annual meeting of the Council of Unit Owners, the Board of Directors shall meet at such time and place as shall be fixed by the Unit Owners at said annual meeting, and no notice to the Directors shall be necessary, or if no time and place was fixed for such meeting at the annual meeting of the Council of Unit Owners, then the Board shall meet on the seventh day following such annual meeting at 8:00 o'clock P.M., at the principal office of the Condominium Project, or at such other hour or place as may be fixed by the President. In addition to the foregoing first meeting, meetings of the Board of Directors shall be held at such other time and places as may be fixed from time to time by a majority of the Directors. Special meetings of the Board of Directors may be called by the President or by a majority of the Directors either in person or by vote. Notice of the place, day and hour of every regular and special meeting shall be given to each of the Directors in writing, either mailed to him, postage prepaid, not later than the second day before the day set for the meeting, or delivered to him personally or left at his residence not later than the second day before the day fixed for the meeting, or by telegraph or telephone not later than the day before the day set for the meeting. No notice of the time or place of the meeting need be given to any member who in writing, executed and filed with *the* records of the meeting either before or after the holding thereof, waives such notice, or, in fact, attends the meeting.

Section 6. QUORUM. A majority of the Board of Directors, shall be necessary and sufficient to constitute a quorum for the transaction of business at every meeting of the Board, but if at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting from time to time, but not for a period of over ten (10) days at any one time, without notice other than by announcement at the meeting, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which may have been transacted at the meeting as originally notified. All questions, except where otherwise provided in these By-Laws, shall be decided by a majority of the Board of Directors present, but on request of any Director the yeas and nays shall be taken and entered on the minutes.

Section 7. INFORMAL ACTION. Any matter, act or thing required or permitted to be taken at any meeting of the Board of Directors may be taken without such meeting if a written consent to such action, matter or thing is signed by all the Directors

and such written consent is filed with the minutes of the proceedings of the Board of Directors.

Section 8. COMPENSATION. No member of the Board of Directors shall receive any compensation for his services.

Section 9. FIDELITY BONDS. The Board of Directors may procure and maintain adequate fidelity bonds for all officers and employees of the Condominium Project, including the Manager, handling or responsible for any funds of the Unit Owners, whether or not such funds be deemed a common expense. The premiums on such bonds shall constitute a common expense.

ARTICLE IV - OFFICERS

Section 1. EXECUTIVE OFFICERS. The executive officers of the Condominium Project shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Vice President or the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Condominium Project.

Section 2. PRESIDENT. The President shall be the chief executive officer of the Condominium Project. He shall, when present, preside at all meetings of the Council of Unit Owners and of the Board of Directors; he shall administer the Condominium Project and the conduct of the affairs of the Condominium Project, as determined by the Board of Directors. He shall, in general, have the right to perform all acts incident to his office or which may be prescribed by the Board. He shall also annually prepare or cause to be prepared a full and true statement of the affairs of the Condominium Project, which shall be submitted at the annual meeting of the Council of Unit Owners; and shall be filed within ten (10) days thereafter at the principal office of the Condominium Project.

Section 3. VICE PRESIDENT. In the absence, inability or disqualification of the President, the Vice President shall have the right to perform all acts incident to the office of the President and when so acting shall have all the powers of the President. The Vice President shall perform such other functions as may be assigned to him by the Board of Directors or by the President.

Section 4. SECRETARY. The Secretary shall keep or cause to be kept the minutes of the meetings of the Council of Unit

Owners and of the Board of Directors in books provided for the purpose; he shall see that all notices are duly given in accordance with the provisions of the By-Laws; he shall be the custodian of the records of the Condominium Project; and, in general, he shall have the right to perform all acts ordinarily incident to the office of a Secretary, and such other acts as, from time to time, may be assigned to him by the Board of Directors or by the President.

Section 5. TREASURER. The Treasurer shall have charge of all funds, securities, receipts and disbursements of the Condominium Project, whether common expenses, or other funds, and shall deposit, or cause to be deposited, in the name of said Project, all monies or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Directors; he shall keep, or cause to be kept, a just, true and correct copy of all receipts and expenses, and he shall make, or cause to be made, and submit an account of the financial condition of the Condominium Project when so requested by the President, Vice President, or by resolution of the Council of Unit Owners, or the Board of Directors; and he shall make, or cause to be made, all reports, financial or otherwise, now or hereafter required by law; and, in general, shall have the right to perform all acts ordinarily incident to the office of a treasurer, and such other acts as may be assigned to him by the Board of Directors, or by the President.

Section 6. ASSISTANT OFFICERS. The Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers. Each such Assistant Secretary and Assistant Treasurer shall hold office for such period and shall have such authority and perform such duties as the Board may prescribe.

Section 7. SUBORDINATE OFFICERS. The Board of Directors may elect such subordinate officers as it may deem desirable. Each such officer shall hold office for such period and shall have such authority and perform such duties as the Board may prescribe. The Board of Directors may, from time to time, authorize any officer to appoint subordinate officers and to prescribe the powers and duties thereof.

Section 8. DELEGATION OF DUTIES. In the absence, inability or disqualification of any officer, other than the President, the duties of such officer shall be discharged by his assistant or associate officer, if any there be, or, no other arrangements having been made for the performance of such duties, the President may delegate the powers and duties of such officer or may appoint some other person to act in the stead of such officer until his place shall be filled by the Board of Directors. Further, any

duties of any officer of the Condominium Project, including the President, may be delegated to a Manager employed by the Board of Directors.

Section 9. COMPENSATION. No officer of the Condominium Project shall receive any compensation for his services as such officer. However, any Manager, its agents, servants or employees, performing any duty of any officer of the Condominium Project may be compensated for such performance or services at the common expense of the Unit Owners.

Section 10. REMOVAL. The Board of Directors shall have power at any regular or special meeting to remove any officer, with or without cause, and such action shall be conclusive on the officer so removed. The Board may authorize any officer to remove subordinate officers.

Section 11. VACANCIES. The Board of Directors at any regular or special meeting shall have power to fill a vacancy occurring in any office for an unexpired portion of the term.

Section 12. CONTRACTS, AGREEMENTS AND OTHER INSTRUMENTS. No deed, mortgage, bond, bill of sale, assignment, contract, agreement or any other instrument or document, including any check, bill of exchange and promissory note, intended to bind the Council of Unit Owners of the Condominium Association shall be valid or binding unless signed by any two officers of the Condominium Association, one of whom shall be a President or Vice President; *provided however that any check in the amount of One Thousand Dollars (\$1,000.00) or less may be signed by any one officer.* (Adopted: 6/19/2003; Recorded: 2/5/2004)

ARTICLE V - LIMITED LIABILITY AND INDEMNITY OF OFFICERS AND DIRECTORS

No Director or officer of the Condominium Project shall be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each officer and each member of the Board of Directors against all contractual liability to others arising out of contracts made by any officer or by the Board of Directors on behalf of the Condominium Project unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the officers and the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium Project. It is also intended that the liability of any unit owner arising out of any contract made by any officer or by the Board of Directors or out of the aforesaid indemnity in favor of the officers and the members of the Board of Directors shall be limited to such

proportion of the total liability thereunder as his interest in the common elements bears to the interests of all unit owners in the common elements. Every agreement made by any officer or by the Board of Directors or by the managing agent or by the manager on behalf of the Condominium Project shall provide that the officers, members of the Board of Directors or the managing agent, or the manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all Unit Owners in the common elements.

ARTICLE VI - OPERATION OF THE CONDOMINIUM PROJECT

Section 1. DETERMINATION OF COMMON EXPENSES AND FIXING OF COMMON CHARGES. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium Project, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium Project and allocate and assess such common charges among the Unit Owners according to their respective percentage interest. The common expenses shall include, among things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article VI and the fees and disbursements of the Board of Directors or the Insurance Trustee, if the Board shall have determined to have such a Trustee. [The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Condominium Project including, without limitation, an amount for working capital of the Condominium Project, for the general operating reserve, and to make up any deficit in the common expense for any prior year. \(Adopted: 4/19/1988; Recorded: 10/17/1988\)](#) At least ten percent of the annual operating budget shall be dedicated to and placed in a capital reserve for (1) the replacement of major capital assets having a useful life in excess of ten years, including but not limited to roads, sidewalks, driveways, retaining walls, fences, sewers and drains, pool, tennis court, mail house, trees, and the like, (2) costs exceeding 3% of the annual operating budget for major maintenance and/or repair of major capital assets, and (3) periodic updates to the Condominium's reserve study. [\(Adopted: 3/27/2014; Recorded: 4/9/2014\)](#) The Board of Directors shall advise all Unit Owners, promptly, in writing, of the amount of common charges payable by each of them respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all Unit Owners and to their mortgagees, if any. All monies collected by the Board of Directors shall be treated as the separate property of the said Board of Directors, and such monies may be applied by the said Board of Directors to the payment of any expense of operating and managing the Condominium Project, or to the proper undertaking of all acts and duties imposed upon it by virtue of the Declaration and these By-Laws, and as the monies for any assessment are paid unto the Board of Directors by any Unit Owner the same may be commingled with the monies paid to the said Board of Directors by the other Unit Owners.

Although all funds and other assets of the Board of Directors, and any increments thereto or profits derived therefrom, or from the leasing or use of common elements, shall be held for the benefit of the Unit Owners, no Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his condominium unit. When a Unit Owner of a condominium unit shall cease to be such by reason of the divestment of his ownership of such condominium unit, by whatever means, the Board of Directors shall not be required to account to such Unit Owner for any share of the funds or assets of the Board of Directors, or which may have been paid to said Board of Directors by such Unit Owner, as all monies which any Unit Owner has paid to the Board of Directors shall be and constitute the assets of the Board of Directors which may be used in the operation and management of Condominium Project.

Section 2. INSURANCE.

A. Authority to Purchase

Except builder risk and other required insurance furnished by the Developer during construction, all insurance policies upon the property (except as hereinafter allowed) including each Condominium Unit, shall be purchased by the Council of Unit Owners acting through the Board of Directors of the Managing Agent for the benefit of the respective Condominium Unit Owners and their respective mortgagees as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgage endorsements to the holders of the mortgages on the Condominium Units or any of them and, if the insurance companies will agree, shall provide that the insurer waives its right of subrogation as to any claims against the Condominium Unit Owners, the Council of Unit Owners, the Managing Agent, the Board of Directors, and their respective agents. The Managing Agent or the Board of Directors shall obtain such insurance for the property against loss or damage by fire and such other hazards under such terms and for such amounts as shall be deemed necessary by the Board of Directors or requested from time to time by a majority of the Unit Owners, but in no event less than the amount provided for in subparagraph C. "Coverage". Such insurance coverage shall be written on the Condominium Project and on the respective Condominium Units and shall provide for the insurance proceeds covering any loss to be payable to the Board of Directors or the Insurance Trustee if named, as hereinafter provided, or to its successor, for the benefit of each Unit Owner, and to his mortgagee, for his respective Condominium Unit and for his individual percentage interest in the Common Elements and the Limited Common Elements. Premiums for such fire and other hazard insurance and the fee to the Insurance Trustee for its services rendered hereunder shall be Common Expenses. Provisions for such insurance shall be without prejudice to the right of each Unit Owner to insure his own Condominium Unit for

his benefit, but such insurance shall not diminish the liability of the insurance carrier with whom contracts of insurance have been made by the Board of Directors or Managing Agent on behalf of all Unit Owners. The Insurance Trustee at the time of the deposit of such policies and endorsements shall first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of the Declaration and these By-Laws. All insurance policies shall require written notice of cancellation to the Managing Agent or the Board of Directors and where the same is appropriate to any mortgagee of any Condominium Unit.

B. Separate Insurance

Each Unit Owner, at his or her own expense, may obtain additional insurance coverage upon his or her personal property and for his or her personal liability. All such insurance shall contain the same waiver of subrogation as that set forth in the preceding paragraph, if the same is available. (Adopted: 3/27/2014; Recorded: 4/9/2014)

C. Coverage

1. Casualty: The Condominium Project shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the insurance company affording such coverage or as required by mortgage lenders, whichever is greater. Such coverage shall coverage shall afford protection against:

(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

(b) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Condominium Project, including but not limited to vandalism, malicious mischief, windstorm and water damage.

2. Public liability and property damage in such amounts and in such forms as shall be required by the Board of Directors which, however, in no event shall be less than \$100,000 with respect to any individual and \$300,000 with respect to any one accident or occurrence and \$50,000 with respect to any claim for property damage.

3. Workmen's Compensation policy where necessary to meet the requirements of law.

4. All liability insurance shall contain cross—liability endorsements to cover liabilities of the Council of Unit Owners as a group, and the Board of Directors and Managing Agent to each individual Condominium Unit Owner.

D. Premiums

Premiums upon insurance policies purchased by the Council of Unit Owners shall be paid by the Council of Unit Owners and charged as a Common Expense.

E. Insurance Trustee

All insurance policies purchased by the Council of Unit Owners shall be for the benefit of the Council of Unit Owners, each Unit Owner and their mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Board of Directors or to the designated Insurance Trustee with such powers as may be approved by the Council of Unit Owners. The Insurance Trustee, if selected by the Board of Directors, shall be a banking institution having trust powers and doing business in the State of Maryland. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form of contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the recipient of the insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of the Council of Unit Owners, the Unit Owners and their respective mortgagees, in the following shares:

1. Common Elements:

Insurance proceeds payable on account of damage to Common Elements shall be applied to repair or replacement of Common Elements

2. Limited Common Elements:

Insurance proceeds payable on account of damage to Limited Common Elements shall be applied for the benefit of those Unit Owners directly sharing the benefit of the Limited Common Elements damaged.

3. Condominium Units:

Insurance proceeds on account of damage to one or more Condominium Units shall be held in the following undivided shares:

(a) There shall be compulsory restoration and repair and the insurance proceeds shall be applied for the benefit of the Unit Owner of the affected Condominium Unit in proportion to the cost of repairing the damage suffered by each damaged Condominium Unit. The Council of Unit Owners or the Board of Directors shall certify the appropriate portions as aforesaid, and each Owner shall be bound by such certificate.

4. Mortgagees:

In the event there is a recorded mortgage on a Condominium Unit, the share of the Unit Owner shall be held for the mortgagee thereof and the Unit Owner as their interests may appear.

F. Distribution of Proceeds

Proceeds of insurance policies shall be distributed to or for the benefit of the Unit Owner entitled thereto after first paying or making provision for the payment of the expense of the Insurance Trustee in the following manner:

1. Reconstruction or Repair:

If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Unit Owner and the mortgagee, if any, entitled thereto; all remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Condominium Unit and may be enforced by him.

2. Failure to Reconstruct or Repair:

If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed pro rata to the Unit Owner entitled thereto, after first paying off, out of the respective shares of the Unit Owners, to the extent sufficient for that purpose, all liens, including mortgage liens, on the Unit of each Unit Owner. Remittances to Unit Owners

and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Condominium Unit and may be enforced by him.

3. Certificate:

In making distribution to Unit Owners and their mortgagees, the Insurance Trustee, if any, may rely upon a certificate of the Council of Unit Owners or Board of Directors as to the names of the Unit Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Council of Unit Owners or Board of Directors forthwith shall deliver such certificate.

G. Reconstruction or Repair of Casualty Damage

1. Duty to Reconstruct or Repair:

If any part of a Condominium Unit shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

- (a) Where there is partial destruction, which shall be deemed to mean destruction which does not exceed 75% of the cost or value of the unit whichever is greater there shall be compulsory reconstruction or repair.
- (b) Where there is total destruction, which shall be deemed to mean destruction which exceeds 75% of the cost or value of the unit whichever is greater, reconstruction or repair shall be compulsory unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, two-thirds of the Unit Owners unanimously vote in favor of waiving such reconstruction or repair.
- (c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the Condominium was originally constructed,
- (d) Encroachments upon or in favor of Condominium Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis at a proceeding or action by the Unit Owners upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the plans and specifications under which the Condominium Regime was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the buildings stand.

(e) Certificate: The Insurance Trustee, if any, may rely upon a certificate of the Council of Unit Owners or the Board of Directors certifying as to whether or not the damaged property is to be reconstructed or repaired. The Council of Unit Owners or the Board of Directors, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

2. Responsibility:

If the damage is only to those parts of one Condominium Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Council of Unit Owners.

(a) Estimate of Costs: Immediately after a casualty causing damage to property for which the Council of Unit Owners has the responsibility of maintenance and repair, the Council of Unit Owners shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

(b) Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Council of Unit Owners (including the aforesaid fees and premiums, if any) assessments shall be made against all the Unit Owners in proportion to their individual percentage interests in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all the Unit Owners in proportion to their individual percentage interests in sufficient amounts to provide funds for the payment of such costs.

(c) Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Council of Unit Owners from assessments against Unit Owners, shall be disbursed in payment of such cost in the following manner:

(1) Council of Unit Owners: If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Council of

Unit Owners shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee: The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Council of Unit Owners from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(a) Unit Owner: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owners to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Unit Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Unit Owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair.

(b) Council of Unit Owners — lesser damage: If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Council of Unit Owners; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Council of Unit Owners — major damage: If the amount of the estimated costs of reconstruction and repair of the Condominium Unit or other improvement is more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such Costs in the manner required by the Board of Directors of the Council of Unit Owners.

(d) Surplus: It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Unit Owners and their mortgagees who are the beneficial owners of the fund.

(e) When the damage is to both Common Elements and one or more Condominium Units, the insurance proceeds shall be applied first to the costs of repairing the Common Elements and the balance to the Condominium Units in the shares above stated.

(f) Insurance Adjustments: Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Council of Unit Owners except in any case where the damage is restricted to one Condominium Unit, subject to the rights of mortgagees of such Unit Owners.

Section 3. PAYMENT OF COMMON CHARGES. All Unit Owners shall be obligated to pay the common charges and any other charges, assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Directors shall determine. Where a unit is owned by more than one person, firm or corporation, the liability of the said owners of the unit for payment of common charges shall be both joint and several. All common charges, or other charges or assessments shall be paid in full, without deduction or setoff of any kind or for any reason, and the failure to pay the full amount assessed shall subject the Unit Owner to the default provisions of Section 5, and/or foreclosure under Section 6 of this Article VI, or any other remedies available. (Adopted: 3/20/1997; Recorded: 6/10/1997)

No Unit owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him. Both the Seller and the Purchaser of a unit shall be liable for unpaid assessments of common charges as is set forth in the Condominium Act. Any such Seller shall be deemed to have declared that he holds any proceeds received by him on account of the sale of his condominium unit in trust to secure payment of any unpaid assessments of common charges.

Section 4. COLLECTION OF ASSESSMENTS. The Board of Directors shall assess common charges against the Unit Owners at the beginning of each fiscal year of the Condominium Project for that fiscal year, and shall take prompt action to collect any common charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Directors may provide that the assessment be paid in four equal quarter annual installments. Any such assessment shall constitute a lien as provided in the Condominium Act. The Board of Directors may make special assessments for common charges not included in the annual assessment at any time and the same shall constitute a lien as provided in the Condominium Act. The notice and priority of the lien for all assessments shall be as set forth in the Condominium Act. Upon the determination and assessment of such common charges, the Board shall notify each Unit Owner of his share thereof, in accordance with his percentage interest, by noting the assessment on the books of the Condominium Project and by submitting a

written billing to the Unit Owner for the sum due from him. The Board of Directors may file notice of said assessment of a lien among the Land Records of Baltimore County, Maryland. Each Unit Owner shall be deemed to have declared that said owner holds its interest in trust to secure payment of and to aid in the enforcement of the lien for common expenses.

Section 5. DEFAULT IN PAYMENT OF COMMON CHARGES. In the event of default by any Unit Owner in paying to the Board of Directors the common charges as determined by the Board of Directors, or any installment thereof, the Board of Directors may, without further notice, accelerate the remaining quarterly installments due for that fiscal year (if the assessments are then being paid in installment,) and such Unit Owner shall be obligated to pay interest at the maximum legal rate on such common charges from the due date thereof together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expense of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner. (Adopted: 3/20/1997; Recorded: 6/10/1997)

Section 6. FORECLOSURE OF LIENS FOR UNPAID COMMON CHARGES. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common charges, the Board of Directors shall have power to purchase such unit at the foreclosure sale to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. The cost of acquiring a unit at foreclosure shall be deemed to be a common expense. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same. Unless prohibited by law, foreclosure may be pursuant to the Maryland legal procedure established for the foreclosure of a mortgage containing an assented to a decree and each Unit Owner shall be deemed to have assented to such a decree.

Section 7. STATEMENT OF COMMON CHARGES. The Board of Directors shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid common charges due from such Unit Owner.

Section 8. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY UNIT OWNER.

(a) The violation of any rule or regulation, or any breach of any By-Law contained herein, or the breach of any provision of the Condominium Act or of the Declaration of the Thornton Wood Condominium by any Unit Owner, or members of his or her family, their employees, guests, lessees or other invitees shall give the Board of Directors the right, in addition to any other rights set forth in the By-Laws;

(i) To enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; and/or

(ii) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; and/or

(iii) To impose fines against the Unit Owner(s) in accordance with the following schedule:

First Violation	\$ 50.00
First Repetition of the same Violation	\$100.00
Each Subsequent repetition of the same Violation	\$150.00

(b) In accordance with Section 11-113 of the Maryland Condominium Act, prior to the imposition of any fine, the suspension of voting rights or the infringement upon any other rights of a Unit Owner or other occupant of a Unit for any violation of any provision of the Condominium Act, the Declaration, the By-Laws or the Rules and Regulations, the following procedure shall be followed:

- (i) Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:
 - (1) The alleged violation;
 - (2) The action required to abate the violation; and
 - (3) A time period, not less than 10 days, during which the violation may be abated without further sanction, if the violation is a continuing one, or a statement that any further violation of the same provision may result in the imposition of sanction after notice and hearing if the violation is not continuing.
 - (ii) Within 12 months of the demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is violated subsequently, the Board shall serve the alleged violator with written notice of a hearing to be held by the Board in session. The notice shall contain:
 - (1) The nature of the alleged violation;
 - (2) The time and place of the hearing, which time may be not less than 10 days from the giving of the notice;
 - (3) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and
 - (4) The proposed sanction to be imposed.
 - (iii) A hearing shall be held at which the alleged violator shall have the right to present evidence and cross-examine witnesses. The hearing shall be held in executive session pursuant to this notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the Minutes of the meeting. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered the notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The Minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
 - (iv) A decision pursuant to these procedures shall be appealable to the courts of Maryland.
 - (v) The failure of the Council of Unit Owners to enforce a provision of the Condominium Act, the Declaration, the By-Laws or the Rules and Regulations on any occasion is not a waiver of the right to enforce the provision on any other occasion.
- (c) In the event that the Board shall deem it necessary to take or defend any action as a result of any breach or violation, the Unit Owner shall in addition to any fines imposed reimburse the Board for all expenses including reasonable attorneys fees incurred by the Board, and the Board shall have a lien against the unit for the amount of such expenses.
(Adopted: 4/27/2006; Recorded: 5/1/2006)

Section 9. MAINTENANCE AND REPAIR.

(a) All maintenance of and repairs to any unit, structural or non—structural, interior and exterior, ordinary or extraordinary, shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any and all other units and to the common elements, that his failure so to do may engender. Each Unit Owner shall maintain his unit in good and clean condition and repair.

(b) All maintenance, repairs and replacements to the common elements, whether located inside or outside of a unit, (unless necessitated by the negligence, misuse or neglect of a Unit Owner in which case such expense shall be charged to such Unit Owner) , shall be made by the Board of Directors and be charged to all the Unit Owners as a common expense. [No Unit Owner shall have the right to perform such maintenance, repairs, or replacements, nor the right to seek reimbursement therefor.](#) (Adopted: 3/20/1997; Recorded: 6/10/1997)

Section 10. TERRACES. A private terrace to which a unit has access shall be for the exclusive use of the Unit Owner of such unit. Any such terrace shall be kept free and clean of snow, ice and any accumulation of water by the Unit Owner of such unit who shall also make all repairs thereto and keep the same in good and clean condition and repair.

Section 11. RESTRICTIONS OF USE OF UNITS. In order to provide for congenial occupancy of the Condominium Project and for the protection of the values of the units, the use of the Condominium Project shall be restricted to and shall be in accordance with the following provisions:

(a) Each unit shall be used only for residential purposes, [shall be occupied only by the unit owner\(s\), a member\(s\) of the unit owner'\(s\) immediate family or by a tenant\(s\) pursuant to a written lease for a term of not less than twelve \(12\) months the incorporates the By-Laws, Rules and Regulations of Thornton Wood Condominium and requires the tenant\(s\) to be bound by and observe such By-Laws, Rules and Regulations. A copy of any such lease shall be provided to the Board of Directors promptly after it has been executed.](#) (Adopted: 3/25/1992; Recorded: 8/4/1992)

(b) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of units.

(c) No Unit Owner shall permit any nuisances to occur or take place within his Condominium Unit, nor shall he permit any use or practice which is the source of annoyance to the other Unit Owners or which interferes with the peaceful possession or proper use of the Condominium Project by the Unit Owners.. No Unit Owner shall use the Condominium Unit in any manner which shall violate any zoning ordinance or rule or regulation of any

governmental agency having jurisdiction thereover or in violation of the rules and regulations which shall be promulgated from time to time by the Council of Unit Owners or the Board of Directors, or which are made part of these By-Laws. The initial regulations will be adopted and may thereafter be amended by the Council of Unit Owners, and upon such adoption or amendment, copies of the same shall be furnished to each Unit Owner prior to the time that the same becomes effective. Nothing contained in any regulation promulgated by the Council of Unit Owners or by the Board of Directors shall be effective to impair or limit the rights of any Mortgagee having an interest in any Condominium Unit.

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

(e) Each Unit Owner shall comply strictly with the By-Laws and the Rules and Regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in the Declaration. Failure to comply with any of the same shall be ground for an action to recover any sums due, or for damages, or for injunctive relief, or for any combination of the foregoing, by the Board of Directors on behalf of the Council of Unit Owners. In the event that the Board shall deem it necessary to take any action as a result of any breach or violation, the Unit Owner shall reimburse the Board for all expenses incurred by the Board, and the Board shall have a lien against the unit for the amount of such expenses.

Section 12. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY BOARD OF DIRECTORS.

Whenever in the judgment of the Board of Directors, the common elements shall require additions, alterations or improvements costing in excess of \$5,000.00 and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a common expense. Any additions, alterations or improvements costing less than \$5,000.00 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.

Section 13. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNERS. No Unit Owner shall make any structural addition, alterations, or improvement in or to his unit, without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's unit, within sixty (60) days after such request. Upon failure of the Board of Directors to do so within the stipulated time, a special meeting of Unit Owners can be called by said Unit Owner for the specific purpose of acting on the proposed addition, alteration or improvement. A majority of all Unit Owners must approve the request. Any application to any department of Baltimore County or to any other governmental authority for a permit to make an addition, alteration, or improvement in or to any unit shall be executed by the President only, together with the Unit Owner if required by said County, without, however, incurring any liability on the part of the President to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 13 shall not apply to units owned by the Developer.

Section 14. RIGHT OF ACCESS. A Unit Owner shall grant a right of access to his unit to the Board of Directors and/or the managing agent and/or any other person authorized by the Board of Directors, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 15. RULES OF CONDUCT. Reasonable rules and regulations concerning the use of the units and the common elements may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each Unit Owner.

Section 16. WATER CHARGES AND SEWER RENTS. Water shall be supplied to all of the units and the common elements through one or more meters and the Board of Directors shall pay, as a common expense, all charges for water consumed on the Condominium Project, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered.

Provided, however, if each unit has a separate meter for water and/or a separate charge for sewer usage, such charges shall be the liability and responsibility of the Unit Owner of said respective unit.

Section 17. ELECTRICITY. Electricity shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each Unit Owner shall be required to pay the bills for electricity consumed or used in his unit, the electricity serving the common elements shall be separately metered, and the Board of Directors shall pay all bills for electricity consumed in such portions of the common elements, as a common expense.

ARTICLE VII - MORTGAGES AND OTHER LIENS

Section 1. NOTICE TO BOARD OF DIRECTORS. A Unit Owner who mortgages his unit shall within five (5) days thereof notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors; the Board of Directors shall maintain such information in a book entitled 'Mortgages of Units'.

Section 2. NOTICE OF LIEN OR SUIT.

A. A Unit Owner shall give notice to the Board of Directors of every lien upon his condominium unit, other than for taxes, and special assessments, within five (5) days after the attaching of a lien. Failure to comply with this paragraph will not affect the validity of any judicial sale.

B. Notice shall be given to the Board of Directors of every suit or other proceeding which may affect the title to his condominium unit within five days after the Unit Owner receives knowledge thereof.

Section 3. NOTICE OF UNPAID COMMON CHARGES. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from or any other default by the Unit Owner of a mortgaged unit.

Section 4. NOTICE OF DEFAULT. The Board of Directors, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of each notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors.

Section 5. EXAMINATION OF BOOKS. Each Unit Owner and each mortgagee of a unit shall be permitted to examine the books of account of the Condominium Project at reasonable times, on business days, but not more often than once a month.

ARTICLE VIII - RECORDS

Section 1. RECORDS AND AUDITS. The Board of Directors shall keep detailed records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Council of Unit Owners, and financial records and books of account of the Condominium Project, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Condominium Project shall be rendered by the Board of Directors to all Unit Owners at least annually. In addition, an annual report of the receipts and expenditures of the Condominium Project, certified by an independent certified public accountant, shall be rendered by the Board of Directors to all Unit Owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE IX - MISCELLANEOUS

Section 1. NOTICES. All notices hereunder shall be sent by registered or certified mail to the Board of Directors, at the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time, by notice in writing to all Unit Owners and to all mortgagees of units. All notices to any Unit Owner shall be sent by registered or certified mail to the Unit Owner's unit or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of units, shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

Section 2. INVALIDITY. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. CAPTIONS. The captions herein are inserted only as a matter of convenience end for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 4. GENDER. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. WAIVER. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. INSURANCE TRUSTEE. In the event that the Board of Directors shall determine to have an Insurance Trustee, such Trustee shall be designated by the Board or Directors.

Section 7. CONTRACT PURCHASER. A contract purchaser shall not be deemed to be a Unit Owner. The Unit Owner shall be the person or persons holding record fee simple title to the unit; except that the lessee of a unit under a lease for a term of years, renewable forever, shall be considered as the Unit Owner of that unit and the holder of the reversionary interest under such lease shall not be considered as the Unit Owner. A mortgagee, as such, shall not be deemed to hold record title to the unit subject to the mortgage.

Section 8. RESTRICTION OR INTERFERENCE WITH DEVELOPER. No immoral, improper, offensive or unlawful use shall be made of any condominium unit or of the common areas and facilities, or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium Project shall be observed. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist.

Section 9. TERMINATION. The Condominium Regime created by the Declaration and these By-Laws may be terminated as provided by the Condominium Act.

Section 10. CONFLICTS. These By-Laws are set forth to comply with the requirements of the Condominium Act. In case any of these By-Laws conflict with the provisions of said Act, or of the Declaration, the provisions of the Act, or of the Declaration (as the case may be) shall govern. Any reference

herein to the Condominium Act shall mean the same as it may exist from time to time.

ARTICLE X - AMENDMENTS

These By-Laws may be modified or amended from time to time in the manner hereafter provided. However, no modification of or amendment to these By-Laws shall be valid unless set forth in an amendment to the Declaration and such amendment is duly recorded as is required by the Condominium Act. Modifications of and amendments to the By-Laws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed modification or amendment shall be included in the notice of any meeting at which the proposed modification or amendment is to be considered.
2. A resolution adopting a proposed modification or amendment must receive the approval of seventy-five percent (75%) of the Unit Owners. Unit Owners not present at the meeting considering the modification or amendment may express their approval or disapproval thereto in writing duly filed with the Secretary-Treasurer before the meeting.
3. A modification or amendment may be proposed by a majority vote of the Board of Directors at a duly constituted meeting thereon or upon a petition signed by a majority of the Council of Unit Owners and duly filed with the Secretary-Treasurer of the Council of Unit Owners. Upon such filing of such petition or upon the adoption of a resolution to that effect by the Board of Directors, then the President of the Council of Unit Owners shall cause a special meeting of the Council of Unit Owners to be convened in the manner provided for in these By-Laws for the purpose of considering the proposed modification or amendment.
4. A modification or amendment when adopted in accordance with the provisions of these By-Laws shall become effective only upon the recording of the same as required in the By-Laws and by the Condominium Act.
5. No modification or amendment of the By-Laws may be adopted which shall be inconsistent with the provisions of the Condominium Act. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official By-Laws of the Condominium Project.
6. Notwithstanding anything hereinbefore provided permitting modification and amendment of the By-Laws, for so long

as the Developer owns three or more Condominium Units, these By-Laws may not be modified or amended without the express written consent and approval of the Developer, and so long as the Developer is the owner of at least one but not more than two Condominium Units, no amendment to these By-Laws which shall abridge, annul or alter the right of the Developer to select and designate one Director and his successor may be adopted without the express written consent of the Developer.

7. These By-Laws contain provisions concerning various rights, priorities, remedies and interests of the mortgagee. Such provisions in the By-Laws are to be construed as covenants for the protection of the mortgagee or holder of the first deed of trust loans, on which it may rely in making loans secured by mortgages or deeds of trust on the individual condominium units. Accordingly, no amendment or modification of the By-Laws impairing or affecting such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of such mortgagee. If there be more than one mortgagee holding mortgages or deed of trust loans on the Condominium Units, it shall be sufficient to obtain the written consent of the mortgagee who holds the mortgages on Condominium Units aggregating the greater percentage of the Condominium Project.

ARTICLE XI - RESIDENT AGENT

Section 1. RESIDENT AGENT. The post office address of the principal office of Thornton Wood Condominium is 1702 Killington Road, Towson, Baltimore County, Maryland 21204. The name and post office address of the Resident Agent for Thornton Wood Condominium in this State shall be that person named in the statement on file with the Department of Assessments and Taxation of the State of Maryland. Until his successor is appointed, the name and address of the Resident Agent is

Edwin S. Howe, Jr, 8415 Bellona Avenue, Towson, Maryland 21204

Such agent is a resident of Baltimore County in the State of Maryland, and is authorized to accept service of process in any action relating to two or more condominium units or to the common elements.

The name and address of the Resident Agent of the Condominium Project shall be filed with the Department of Assessments and Taxation of the State of Maryland. Said agent may be changed from time to time by a majority of the Board of Directors, all in the same manner and to the same extent as resident agents are now replaced for corporations.

ARTICLE XII - RECORDS, RESOLUTIONS AND VOTE COUNT

The Secretary of the Condominium Project shall, in addition to those functions and duties set forth in Section 3 of Article IV, keep the minute book for recording, maintain a record of the resolutions of the Council of Unit Owners and be responsible for counting votes and recording the votes at meetings of the Council of Unit Owners.

ARTICLE XIII - ORIGINAL DIRECTORS

Until such time as the annual meeting of Unit Owners is held, the following named individuals shall act as Directors:

Edwin S. Howe, Jr.
H. S. Taylor White III
Joseph P. Martin, Jr.

The term of office for the above named Directors shall terminate at such time as the Council of Unit Owners holds its annual meeting and elects Directors in accordance with Article II and Article III.

The foregoing were adopted as the By-Laws of Thornton Wood Condominium by the Developer, Thornton Wood, Inc.

IN WITNESS WHEREOF, these By-Laws have been duly executed on behalf of Thornton Wood, Inc., Developer, by its President this 17 day of July, 1974.

ATTEST:

THORNTON WOOD, INC.

/s/ Clarke Murray, Jr., Sect.

/s/ Edwin S Howe, Jr., President

Notarized:

17 July 1974, Roberta L. Bromelsick

Recorded:

Baltimore County
22 July 1974, Elmer H. Kahline, Jr., Clerk