FOURTH AMENDMENT TO THE BYLAWS OF CONDOMINIUM RESIDENCES I OF FALLSGROVE

THIS AMENDMENT TO THE BYLAWS OF THE CONDOMINIUM RESIDENCES I OF FALLSGROVE is made this 17th day of November, 2010, by the Council of Unit Owners of the Condominium Residences I of Fallsgrove.

WITNESSETH.

WHEREAS, pursuant to Section 11-102 of the Maryland Condominium Act, certain condominium instruments ("Condominium, Instruments") were recorded creating Condominium Residence I of Fallsgrove, consisting of the Declaration and Bylaws, recorded on June 22, 2004, in Liber 27608 at Folio 232 and re-recorded on July 16, 2004, in Liber 27841 at Folio 381 et seq., and the Bylaws, recorded on July 16, 2004, in Records in the Office of the Clerk of the Circuit Court for Montgomery County, Maryland at Liber 27481 Folio 429 et seq. And the Condominium Plats, recorded on June 22, 2004, among the Land Records of the Circuit Court of Montgomery County, Maryland as Condominium Plats 8560 through 8507.

WHEREAS, Article IX, Section 9.5 of the Bylaws of Condominium Residences I of Fallsgrove, provides that the Bylaws may be amended by an affirmative vote of Unit Owners representing sixty-six and two-thirds percent (66 2/3%) of the votes of the Condominium at any meeting of the Council duly called for such purposes in accordance with Maryland.

WHEREAS, pursuant to the requirements of Article II, Section 2.34 of the Bylaws of the Condominium Residences I of Fallsgrove at a Special Meeting of the Unit Owners on March 25, 2010, with proper notice given, at which a quorum was present in person or by proxy, as required by Article II, Section 2.3.5 of the Bylaws of the Condominium Residences I of Fallsgrove, the Unit Owners of Condominium Residences I of Fallsgrove, by an affirmative vote of Unit Owners representing at least 66 2/3 of the total number of votes of the Condominium, voting in person or by proxy, approved the following amendments to the Bylaws to the Bylaws of Condominium Residence I of Fallsgrove.

NOW THEREFORE, pursuant to the required vote of the Unit Owners as aforesaid, the Council of Unit Owners hereby amends the following provisions of the Bylaws of the Condominium Residences I of Fallsgrove to read as follows:

1. Article VI, Section 6.2.2 shall be amendeed to substitute the following paragraph for the existing paragraph:

Article VI, Section 6.2.2. Form of Lease. No Unit Owner may lease his or her Unit or a portion thereof for transient or hotel purposes. All leases shall be in writing, on a form approved by the council, with a minimum term of at least six (6) months. A copy of any lease executed by a Unit Owner shall be delivered to the Council promptly after the



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execution thereof. Any lease shall be subject in all respects to the provisions of the Declaration, the Bylaws 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, the Bylaws 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 otherwise to treat such noncompliance as noncompliance by the Unit Owner. The Lease form or lease addendum required by the Council shall provide that if the owner becomes delinquent in the payment of condominium assessments, the Association may collect rent, up to the amount of unpaid assessments, directly from the lessee. Within ten (10) days of the acceptance of the Lease Form or lease addendum required by the Council, the Unit Owner shall provide to the Council through the Manager and/or Board of Directors, the names, and contact information of all occupants of his or her Unit as well as a description of all motor vehicles proposed to be parked on the Condominium property by the Unit occupants, the specifics of such information to be provided by the Lessee to the Manager or the Board of Directors. Failure to provide this information within ten (10) days shall result in an initial \$200.00, fine and a \$100.00, fine for each and every thirty (30) days thereafter until this information is received by the Council through the Manager and/or the Board of Directors. All fines will be added to the condominium fee billing and will be deducted from any subsequent payment on the account of the unit.

2. Article VI, Section 6.2.4 shall be amended to substitute the following paragraph for the existing paragraph:

Article VI, Section 6.2.4. Limitation of Rental Units. At any one time no more than ten percent (10%) of the total number of units within the Condominium Residences I of Fallsgrove may be leased as rentals. The Board of Director's Secretary will maintain an accurate, timely, and complete list of all rental units and the lease termination dates. Approval of the application for leasing will be granted only in the event that the maximum number of leased units (10%) has not been reached and will be granted to the first applicant until the Ten Percent (10%) maximum is reached. A Unit Owner desiring to rent his or her unit must submit an application to the Board of Directors and obtain written approval of the application from the Board of Directors prior to taking any steps toward the leasing of the Unit to ensure that this limitation is not exceeded. The Board of Directors has the authority to consider any arrearage in condominium fees or assessments in determining whether or not to approve applications of Unit Owners to rent their units. If, at the time of the enrollment of this Amendment to the Bylaws or if, at anytime in the future, the number of units rented in the Condominium Residences I of Fallsgrove exceed ten (10%) percent of the total number of units within the Condominium Residences I of Fallsgrove, the Board of Directors may, by the adoption of a resolution, establish a procedure to restrict the number of units rented to ten (10%) percent of he total number of units within the Condominium Residences I of Fallsgrove.

3. Article VI. The following is added as an additional paragraph to Section VI.

Article VI, Section 6.2.5. Effective June 1, 2010, persons, other than a unit owner's non-owner spouse, may not reside in a unit unless the unit owner resides in such unit for at least four consecutive month during the calendar year, except in situations in which the unit is a rental unit allowed by Section 6.2.4 of these Bylaws. This Bylaw is not effective for units in which non-unit owner occupancy exists prior to June 1, 2010; however, as to such units this Bylaw will become effective whenever the existing non-unit owner occupancy ceases on or after June 1, 2010.

4. Article IX, Section 9.3.3 shall be amended to substitute the following paragraph for the existing paragraph:

Article IX, Section 9.3.3. Information to be Provided by Purchaser. Immediately after the sale of a Unit, the purchaser or his agent shall provide to the Council through the Manager to the extent available, the name and forwarding address of the prior Unit Owner, the name and address of the purchaser, the name and address of any mortgagee, the date of settlement, and the proportionate of any outstanding Assessments assumed by each of the parties to the transaction. Within ten (10) days of settlement, the new owner shall provide the Council through the Manager and/or Board of Directors the names and contact information of all occupants of his or her Unit as well as a description of all motor vehicles proposed to be parked on the Condominium property by the Unit occupants, the specifics of such information to be provided by the Purchaser to the manager or the Board of Directors. Failure to provide this information within ten (10) days shall result in a \$200.00 fine and a \$100.00 fine for every thirty (30) days thereafter until the information is received by the Council through the Manager and/or the Board of Directors. All fines will be added to the condominium fee billing and will be deducted from any subsequent payment on account of the unit.

5. Article IV, Section 4.4.1 shall be amended to substitute the following paragraph for the existing paragraph:

Article IV, Section 4.4.1. Coverage. Each Unit Owner and each Renter shall obtain insurance at the expense of the Unit Owner and Renter affording coverage against (a) damage to or destruction of improvements or betterments installed in the Unit Owner's and Renter's Unit; and (b) personal liability incurred by such Unit Owner or Renter arising out of the use of such Unit Owner's or Renter's use by any person, but each policy which affords such coverage shall contain the same waiver of subrogation by the insurer as that referred to in the provisions of Section 4.2. Either shall provide that the insurer shall have no right of contribution against any casualty insurance affording coverage against such risk held pursuant to the provisions of this Article IV (notwithstanding that such Unit Owner or Renter may be an insured thereunder) or shall be written by the same carrier as that insurance held by the Council. Each Unit Owner and Renter must provide Certificates of Insurance to the Secretary of the Board of Directors stating the terms of their coverage in the minimum amount of \$300,000.00, General Liability; and \$5,000.00, Loss Assessment or Building Coverage: with an

Insurance Carrier with a "Best" rating of "A" or higher. NOTICE IS HEREBY GIVEN BY THE DECLARANT AND THE BOARD OF DIRECTORS THAT THE INSURANCE TO BE MAINTAINED BY THE COUNCIL UNDER THIS ARTICLE IV DOES NOT INSURE ANY ADDITIONS, ALTERATIONS, IMPROVEMENTS, BETTERMENTS OR MODIFICATIONS TO ANY UNIT AS SOLD BY THE DECARANT NOR DOES IT INSURE ANY PERSONAL PROPERTY OF A UNIT OWNER OR RENTER.

6. Except as herein amended, the remaining terms and provisions of the Bylaws shall remain in full force and affect.

IN WITNESS WHEREOF, the Board of Directors on behalf of the Council of Unit Owners of Condominium Residences I of Fallsgrove, has caused these presents to be duly executed and sealed with the intension of making this Amendment a sealed instrument, as of the date and year first above written.

ATTEST:

Barry Gordon, Secretary

CONDOMINIUM RESIDENCE I OF

FALLSGROVE

Bv:

Nolan Sklute, Président

STATE OF MARYLAND

To Wit:

MONTGOMERY COUNTY

I hereby certify that on the 18^{12} day of January, 2011, before the subscriber, a Notary Public of Montgomery County, Maryland, personally appeared Nolan Sklute, President of the Condominium residence I of Fallsgrove, known to me (or satisfactorily proven) to be the person in the foregoing instrument, who acknowledged that he, having been properly authorized, executed the same in th capacity therein stated ande for the purposes herein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.

NOTARY PUBLIC

My Commission Expires: NOV, 28 2014

EMILSA JARA NOTARY PUBLIC MONTGOMERY COUNTY MARYLAND MY COMMISSION EXPIRES NOVEMBER 28, 2014

CERTIFICATION OF THE SECRETARY OF THE CONDOMINIUM RESIDENCES I OF FALLSGROVE COUNCIL OF UNIT OWNERS

In accordance with Section 11-504 to Section 11-102 of the Maryland Condominium Act, Real Property Article, Annotated Code of Maryland, and in accordance with Article IX, Section 9.5 of the Bylaws of the Council of Unit Owners of Condominium residence I of Fallsgrove, the Secretary herein certifies that the Amendments to the Bylaws of the Council of Unit Owners of Condominium Residences I of Fallsgrove to which this Certificate is attached was approved at a meeting of the Unit Owners, for which proper notice of meeting was given, that there was a quorum at the meeting and Unit Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the votes in the Council ofr Unit Owners, either in person or by proxy, voted in favor of adopting these Amendments to the Bylaws at the meeting for which proper notice was given.

Barry Gordon, Secretary

STATE OF MARYLAND

To Wit:

MONTGOMERY COUNTY

I hereby certify that on this ____ day of January, 2011, before the subscriber, a Notary Public of Montgomery County, Maryland, personally appeared Barry Gordon, Secretary of the Condominium Residences I of Fallsgrove, known to me (or satisfactorily proven) to be the person in the foregoing instrument, who acknowledged that he, having been propertly authorized, executed the same in the capacity therein stated and for the purposes herein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.

EMILSA JARA
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES NOVEMBER 36-30-4

NOTARY PUBLIC

My Commission Expires: NOJ. 28, 2014

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing document was prepared by or under the supervision of the undersigned, an attorney duly licenced to practice before the Court of Appeals of Maryland.

Ralph Silverman

reach out to homebuyers

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