

LIBER 064 PLANO 293

836335

DECLARATION ESTABLISHING A HORIZONTAL PROPERTY REGIME

TO BE KNOWN AS

BROOKSHIRE BY THE PARK CONDOMINIUM

THIS CONDOMINIUM DECLARATION, made this 24th day of April, A.D., 1986, by Brookshire By The Park, Inc., hereinafter called "Declarant," witnesseth:

Declarant does hereby express its intent to subject the property hereinafter described to a Condominium Regime established pursuant to Title 11 of the Real Property Article of the Annotated Code of Maryland, and does hereby declare the property herein described to be a Condominium as established pursuant to said Law to be more particularly described herein and on the Plat filed herewith and made a part hereof, and subject to the By-Laws filed herewith.

1. The property hereby established as a Condominium Regime is described as:

ALL that lot, tract or parcel of land situate, lying and being in the City of Salisbury, Parsons Election District, Wicomico County, Maryland, and being more particularly described in EXHIBIT A attached hereto and made a part hereof.

2. NAME. The name of the Condominium is Brookshire By The Park Condominium.

3. PLAT. The Condominium Plat filed herewith and labeled Brookshire By The Park Condominium, consisting of four (4) sheets, is incorporated herein and is hereinafter called "Plat."

4. IMPROVEMENTS.

The property is improved by one (1) building containing two (2) units and other facilities, all as more particularly shown on said Plat. The building is located on the tract described above as shown on said plat.

5. UNITS - PERCENTAGE INTEREST AND VOTES.

There are two (2) Units in the Condominium. The percentage interest appurtenant to each Unit as provided in Title 11 of the Real Property Article of the Annotated Code of Maryland shall be one-half, and the number of votes appurtenant to each Unit to be voted at meetings of the Council of Unit Owners shall be one. Changes may be made in the percentage interests only as provided in Title 11 of the Real Property Article of the Annotated Code of Maryland.

6. UNITS - LOCATED AND DESCRIPTION.

Unit or Condominium Unit means the three-dimensional area as shown on the Plat, the lower boundary of which shall be the plane of the underside of the foundation or footings

HEARNE & BAILEY,
ATTORNEYS AT LAW
SALISBURY, MD.
AREA CODE 301
768-5166

REC FEE 146.00
TOTL 146.00
2167CHK 146.00
02 01986 4-30 P4:07

WICOMICO COUNTY CIRCUIT COURT (Land Records) AJS 1064, p. 0293, MSA_CE100_1039, Date available 01/11/2005, Printed 09/04/2017.

LIVER 064 FEBRU 294

supporting the Unit, as shown on the Plat, and the upper boundary of which shall be the planes of the exterior side of the roof(s) over the Unit, as shown on the Plat. The side perimeters shall be the exterior sides of the exterior walls of the Unit and the Unit-side of the common or party wall lying between and separating the Units, as shown on the Plat. Included in the Unit shall be the patio adjacent thereto, the lower boundary of which shall be the plane of the underside of the concrete pad underlying or forming the same; the upper boundary of which shall be a plane extending horizontally from the highest point of the adjacent Unit structure and parallel to the lower boundary; and the side perimeters of which shall be located as shown on the Plat and shall extend between the upper and lower boundary. All portions of this structure, including supporting and nonsupporting walls and partitions, siding, windows and doors lying within the Unit boundaries described herein shall be a part of the Unit. Also included in the Unit shall be such plumbing, wiring, heating and air conditioning machinery, chimney flues and vents as shall serve only that Unit which may lie outside of the Unit perimeters as herein described shall be a part of the Unit. Additionally, any fences or enclosures created on or around a patio as hereinafter or in the By-Laws provided shall be and become a part of the Unit, except those which are constructed between patios on the line which is shown and designated on the Plat as "unit division line" which shall be and become limited common elements. There shall be no partition or subdivision of any Unit.

7. GENERAL COMMON ELEMENTS.

There are not, nor shall there be, any general common elements in the Condominium.

8. LIMITED COMMON ELEMENTS.

(a) Land.

(i) Unit 9A. All that portion of the land described in EXHIBIT A lying to the Northeast of the line designated as "unit division line" on the Plat, including the land lying immediately under Unit 9A, shall be a limited common element limited to the exclusive and sole use and enjoyment of the owner of Unit 9A.

(ii) Unit 9B. All that portion of the land described in EXHIBIT A lying Southwest of the aforesaid "unit division line" on the Plat, including the land lying immediately under Unit 9B, shall be a limited common element limited to the exclusive and sole use and enjoyment of the owner of Unit 9B.

(b) Plumbing and Wiring

All plumbing and electrical facilities, or portions thereof, which serve more than one Unit, shall be limited common elements limited to the use and enjoyment of the owners of the Units served by the said facilities.

LIBER 1064 FOLIO 295

(c) Party Wall.

The common or party wall lying between the Units shall be a limited common element, limited to the use and enjoyment of the owners of the Units adjacent to and adjoining the same.

(d) Maintenance and Repairs.

The Unit owner(s) to whom the use and enjoyment of a limited common element is herein limited shall have the sole obligation, at his (or their) own cost and expense, to care for, clean, maintain and repair the said limited common elements. In the case where the responsibility for a limited common element is shared by two unit owners, the costs of such care, cleaning, maintenance and repair shall be equally divided between them except in the case where the repair is necessitated by the negligent action of one owner, his family, guests, agents, servants, employees or invitees, in which case the costs of repair shall be that Unit owner's sole responsibility.

(e) Changes and Alterations.

No changes, alterations, constructions or improvements (including major landscaping) shall be made by a Unit owner(s) in any limited common element without first obtaining written approval from the Council of Unit Owners, where designated, as provided in the By-Laws.

(f) Except as elsewhere specifically provided in this Declaration or the By-Laws appended hereto, the Council of Unit Owners shall have no power to abandon, partition, subdivide, encumber, sell or transfer the limited common elements by act or omission.

9. RESERVATIONS.

The Condominium established hereby is subject (without limitation) to the following:

(a) Rights of way to public utility companies for the supply of utilities and servicing of utility lines.

(b) Covenants and restrictions of public record affecting title to the property.

(c) The right of the declarant or its assigns to expand the Condominium in accordance herewith.

(d) Matters set forth on the Plat.

(e) Declarant reserves unto itself and to its assigns as the owner of the property shown on the Plat or hereinafter designated as "Future Phases" (Parcels 1 through 8, and 10 through 20) and for the benefit of future owners of that property the right not to expand the Condominium at the Declarant's or said future owner's option.

LIBER 1064 FOLIO 296

10. RESERVATION FOR EXPANSION.

The declarant on behalf of itself or its successors or assigns hereby reserves the right to expand the Condominium by subjecting additional sections of the property to the regime. The additional sections are shown on the plat attached hereto entitled "Phasing Plan" as parcels Nos. 1 through 8, and 10 through 20. Any expansions shall be under the following conditions:

(a) In the event of expansion, the percentage interest of each Unit shall be equal to a fraction, the denominator of which shall be equal to the total number of Units then constituting the Condominium and the numerator of which shall be 1. The percentage shall be applicable to common elements. Each Unit shall have one vote.

(b) Developer reserves the right to add as many as thirty-eight (38) additional Units.

(c) The developer, on behalf of itself and its assigns, reserves the right to expand the Condominium for a period not exceeding seven (7) years from the date of the recording of this Declaration; but nothing herein shall require such expansion nor in any way restrict or limit the use of the property shown as Phases 2 through 20.

(d) The method of expansion shall be by the recording of an amendment to the Declaration showing the new percentage interest of the Unit owners and the votes which each Unit owner may cast in the Condominium as expanded as well as an Amendment to the Condominium Plat, none of which shall require the signatures of any Unit owner but only the signature of the Declarant or its successor(s) or assigns.

(e) On recordation, each Unit owner by operation of law has the percentage interest in the common elements and in the common expenses and profits and votes set forth in the Amended Declaration. Following expansion, the interest of any mortgagee shall attach by operation of law to the new percentage interest and the common elements appurtenant to the Unit on which it is a lien.

11. UNIT REPAIRS AND MAINTENANCE.

The owner of each Condominium Unit at his sole expense shall maintain both the interior and exterior of the same in good repair, and by the acceptance of the Deed to a Unit, a Unit owner specifically acknowledges this obligation and agrees to abide by it. With regards to repairs which reasonably appear necessary for public safety or to prevent damage to another unit, or the Condominium, in the event of the failure of a Condominium Unit owner to comply with such obligation, the Condominium, acting through its Board of Directors or any designated agent, representative or manager, shall, after ten (10) days prior written notice to the owner, and failure on the owner's part to make the repairs set forth in such notice, make the repairs and assess the costs thereof to such owner as a lien on his Condominium Unit, collecting the same in the same manner as such owner's

LIBER 1 0 6 4 FOLIO 2 9 7

share of the common expenses are collected. In the event of any emergency, the Notice aforesaid shall not be required prior to the Board of Directors of the Condominium or its designated agent, representative or manager, making such repairs, if, in the absence of such repairs, it is reasonable to assume structural damage to the building or damage to any other condominium unit would result. The Board of Directors, its agent or representatives, shall have the right at all times to enter any Condominium Unit to make such repairs; however, except in cases of manifest danger, the Board shall make reasonable efforts to give notice to the Unit owner before entry.

12. COMMON EXPENSES - LIENS.

Any common expenses levied against the Condominium Units by the Board of Directors of the Condominium pursuant hereto or to the By-Laws of the Condominium shall be assessed against the individual Condominium Units in the percentage of the whole of any such expenses as set forth in Paragraph 5 hereof and may become due and payable in installments as the By-Laws shall provide. Any such common expenses, and any charges levied against a specific Unit by the Board of Directors of the Condominium under the provisions herein or of the By-Laws, on default, shall, subject to statutory requirements of Notice of Hearing, constitute a lien, if recorded within two (2) years after becoming due, upon the Unit on which they are assessed pursuant to Title 11 and Subtitle 2 of Title 14 of the Real Property Article of the Annotated Code of Maryland. The priority of any lien so established against any Unit shall date as of the date of the recording of a valid statement of Condominium Lien pursuant to said Subtitle 2 of Title 14 of the Real Property Article of the Annotated Code of Maryland.

13. RENTALS - LEASES.

Each Condominium Unit may be leased or rented by the owner thereof for such term or terms as may be specified in the lease or rental agreement describing the same. In the event of the lease of any Unit renewable forever by its terms or at the option of the lessee, the lessee shall then, so long as such lease continues in effect, be considered the owner of the Condominium Unit for the purposes of voting for election of Directors, holding office and in the management of the Condominium, and for purposes of being assessed with all expenses incurred by the Condominium on account of that Unit as described herein. Provided, however, that such lessees shall have no power, without the concurring vote of the owner of the fee simple reversion under such a lease, to act or vote upon any matter reducing or altering the rights of such fee simple reversion owner, pursuant to the terms of said lease or as otherwise existing according to law, or amending or terminating this Declaration. Each Condominium Unit is also subject to alienation, mortgage, pledge, transfer, gift or conveyance in any other manner. Any mortgage or other security transfer shall not be considered as a change

in the ownership of a Condominium Unit or for purposes of assessment of charges of the Condominium as aforesaid. Each Condominium Unit shall continue to remain subject to the provisions of this Declaration, the By-Laws of the Condominium and the management of the Condominium by its Board of Directors; however, the same may be leased, mortgaged, granted, conveyed or otherwise alienated by the owner, his heirs, successors or assigns.

14. EASEMENT FOR ENCROACHMENTS.

In the event that any portion of the limited common elements encroach upon any Unit or vice versa, or in the event that any portion of one Unit encroaches upon another Unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that the building is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the limited common elements encroach upon the Unit or vice versa, or any Unit encroaches upon any other Unit, a valid easement for such encroachment and for the maintenance thereof so long as it stands shall and does exist.

15. EASEMENTS - UTILITY SERVICE.

Easements are established and reserved for the benefit of the Unit owners through the Condominium property, including limited common elements and Unit area as may be required for utility services in order to adequately serve the Condominium. It being intended that even where such utility line may run through a wall which may be a part of the Unit area or run through a part of the Unit area, the easement reserved hereunder will, nonetheless, exist.

16. GOVERNING LAW.

The Condominium shall be governed by the Laws of the State of Maryland as to all matters and particularly as to matters not covered by this Declaration, the Condominium Plat and the By-Laws.

17. RESIDENT AGENT.

The Resident Agent of the Condominium shall be as designated in the By-Laws.

18. COUNCIL OF UNIT OWNERS.

The Council of Unit Owners provided for in the Condominium By-Laws is hereby established.

19. AMENDMENTS.

This Declaration and the Plat may be amended in accordance with applicable provisions of law.

WICOMICO COUNTY CIRCUIT COURT (Land Records) AJS 1064, p. 0298, MSA_CE100_1039, Date available 01/17/2005, Printed 09/04/2017.

LIBER 1064 FOLIO 299

AS WITNESS the hand and seal of the proper officer of Brookshire By The Park, Inc., the declarant herein, the day and year first above written.

BROOKSHIRE BY THE PARK, INC.

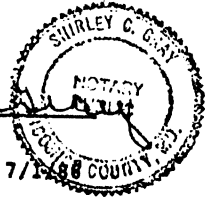
By Arthur C. Giangrant
Arthur C. Giangrant - President

STATE OF MARYLAND , WICOMICO COUNTY, to wit:

I HEREBY CERTIFY, That on this 24th day of April, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Arthur C. Giangrant , President of Brookshire By The Park, Inc., and acknowledged the foregoing Declaration to be its corporate act and deed.

AS WITNESS my hand and Notarial Seal.

Shirley C. Gray
Notary Public
My Commission Expires: 7/1/88 COUNTY, MD.



WICOMICO COUNTY CIRCUIT COURT (Land Records) AJS 1064, p. 0299, MSA_CE100_1039. Date available 01/11/2005. Printed 09/04/2017.

LIBER 1064 FOLIO 300

EXHIBIT A

PHASE 1

PARCEL 9

BROOKSHIRE BY THE PARK CONDOMINIUM

ALL that lot, tract or parcel of land situate, lying and being on the Southwesterly side of and binding upon Beaverdam Drive, and being more particularly described as follows: BEGINNING for the same at a point on the Southwesterly side of the said Beaverdam Drive where it is intersected by the Northwesterly line of Parcel 10, as shown and designated on the Site Plan forming a part of the Brookshire By The Park Condominium plats; (1) thence by and with the said Parcel 10, South 50 degrees 09 minutes 40 seconds East, a distance of 97.97 feet to a point; (2) thence by and with the Northeasterly line of Parcel 11, as shown and designated on the above-referred to Site Plan, North 68 degrees 07 minutes 48 seconds West, a distance of 114.73 feet to a point; (3) thence by and with the Southeasterly line of Parcel 8, as shown and designated on the above-referred to Site Plan, North 50 degrees 05 minutes 06 seconds East, a distance of 152.35 feet to a point on the Southwesterly line of Beaverdam Drive; (4) thence by and with the said Beaverdam Drive, South 39 degrees 50 minutes 20 seconds East, a distance of 101.23 feet to the place of beginning; and being more particularly shown and designated as Parcel 9 on the above-referred to Site Plan, as well as on the "Phasing Plan," which also forms a part of the Brookshire By The Park Condominium plats; and being a part of the same land which was conveyed unto Brookshire By The Park, Inc. by James P. Bailey, et al, by Deed dated May 22, 1985, and recorded among the Land Records of Wicomico County, Maryland, in Liber A.J.S. No. 1036, Folio 485, et seq.

BROOKSHIRE BY THE PARK CONDOMINIUM

THIS AMENDMENT, made this 13th day of June, A.D., 1986, by BROOKSHIRE BY THE PARK, INC. (Brookshire), a body corporate of the State of Maryland; WILLIAM F. BROOKS, JR. and MARION J. MINKER, JR., Trustees for the benefit of Second National Building and Loan, Inc. (Trustees), and SECOND NATIONAL BUILDING AND LOAN, INC. (Second National), a body corporate of the State of Maryland, witnesseth:

WHEREAS, Brookshire, as Declarant, submitted certain property owned by it to an expanding condominium regime known as "Brookshire By The Park Condominium" (Condominium) by a Condominium Declaration, dated April 24, 1986, and recorded among the Land Records for Wicomico County, Maryland, in Liber A.J.S. No. 1064, Folio 293, et seq.; and

WHEREAS, Brookshire has added additional phases to the Condominium by Amendments to Condominium Declaration, dated and recorded as follows:

First Amendment to Declaration, Phase II, Units 11A and 11B, dated May 27, 1986, and recorded as aforesaid in Liber A.J.S. No. 1066, Folio 386;

Second Amendment to Declaration, Phase III, Units 8A and 8B, dated May 27, 1986, and recorded as aforesaid in Liber A.J.S. No. 1066, Folio 391;

Third Amendment to Declaration, Phase IV, Units 12A and 12B, dated May 27, 1986, and recorded as aforesaid in Liber A.J.S. No. 1066, Folio 396;

Fourth Amendment to Declaration, Phase V, Units 15A and 15B, dated June 12, 1986, and recorded as aforesaid in Liber A.J.S. No. 1068, Folio 159;

Fifth Amendment to Declaration, Phase VI, Units 10A and 10B, dated June 12, 1986, and recorded as aforesaid in Liber A.J.S. No. 1068, Folio 163;

(Amendments); and

REC FEE	21.00
TOTL	21.00
6074CHK	21.00
04 01986 6-19 P4:02	

WHEREAS, there are presently twelve (12) units in the Condominium by virtue of the aforesaid Declaration and Amendments, which said units are described in Article 6 of said Declaration and by reference to said Article 6 in the Amendments, all of which units are now titled in Brookshire; and

WHEREAS, the aforesaid twelve (12) units in Brookshire By The Park Condominium are presently encumbered with the lien of a Deed of Trust to William F. Brooks, Jr. and Marion J. Minker, Jr., Trustees for the benefit of Second National Building & Loan, Inc., in original principal amount of \$416,000.00, dated August 30, 1985, and recorded among the aforesaid Land Records in Liber A.J.S. No. 1044, Folio 852, et seq.; and

HEARNE & BAILEY, P.A.
ATTORNEYS AT LAW
SALISBURY, MD.
AREA CODE 901
749-8144

AS WITNESS the hand and seal of the proper officers of Brookshire By The Park, Inc. and Second National Building and Loan, Inc., and the hands and seals of the Trustees, William F. Brooks, Jr. and Marion J. Minker, Jr., the day and year first above written.

TEST:

Handwritten signatures of witnesses:
James Lee Watkinson
Arthur C. Giangrant
Marion J. Minker, Jr.
William F. Brooks, Jr.

BROOKSHIRE BY THE PARK, INC
By *Arthur C. Giangrant* (SEAL)
Arthur C. Giangrant - President

William F. Brooks, Jr. (SEAL)
William F. Brooks, Jr., Trustee
as aforesaid
Marion J. Minker, Jr. (SEAL)
Marion J. Minker, Jr., Trustee
as aforesaid

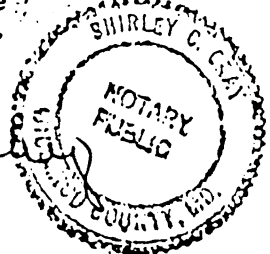
SECOND NATIONAL BUILDING AND LOAN, INC
By *Marion J. Minker, Jr.* (SEAL)
Marion J. Minker, Jr.
Executive Vice President

STATE OF MARYLAND, WICOMICO COUNTY, to-wit:

I HEREBY CERTIFY, That on this 13th day of *June* A.D., 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Arthur C. Giangrant, who acknowledged himself to be the President of Brookshire By The Park, Inc., and acknowledged the foregoing Amendment to be its corporate act and deed.

AS WITNESS my hand and Notarial Seal.

Shirley C. Galt
Notary Public



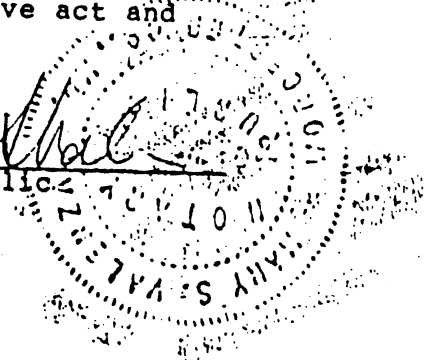
My Commission Expires: 7/1/86

STATE OF MARYLAND, ~~WICOMICO~~ ^{WORCESTER} COUNTY, to-wit:

I HEREBY CERTIFY, That on this 13th day of *June* A.D., 1986, before me, the subscriber, a Notary Public of the State of Maryland, in and for Worcester County aforesaid, personally appeared William F. Brooks, Jr. and Marion J. Minker, Jr., Trustees for the benefit of Second National Building and Loan, Inc. as aforesaid, and they acknowledged the foregoing Amendment to be their respective act and deed as such Trustees.

AS WITNESS my hand and Notarial Seal.

Marion J. Minker, Jr.
Notary Public



My Commission Expires: 7/1/86

LIBER 1064 FOLIO 301

BYLAWS

OF

BROOKSHIRE BY THE PARK CONDOMINIUM
BROOKSHIRE CONDOMINIUM

COUNCIL OF UNIT OWNERS

ARTICLE I

NAME AND MAILING ADDRESS

SECTION 1: The name of this organization is as follows: Brookshire By The Park Condominium Council of Unit Owners.

SECTION 2: Its mailing address is

143 North Park Drive
Salisbury, Maryland 21801

ARTICLE II

COUNCIL OF UNIT OWNERS

SECTION 1: ESTABLISHMENT. The Council of Unit Owners governed by these Bylaws means that Council of Unit Owners established by Condominium Declaration dated April 24, 1986, made by Brookshire By The Park, Inc., and recorded among the Land Records of Wicomico County, Maryland, immediately prior hereto and to which these ByLaws are appended. As established hereby, the Council of Unit Owners shall be unincorporated but may be incorporated at a later date upon appropriate amendment hereto.

SECTION 2: GOVERNING LAW. The Council of Unit Owners shall be governed by the Laws of the State of Maryland, more specifically Title 11 and Title 14 of the Real Property Article of the Annotated Code of Maryland.

SECTION 3: POWERS. The Council of Unit Owners, in addition to any other powers described herein, shall have all of the powers afforded Council of Unit Owners as set forth in said Title 11 and Subtitle 2 of Title 14, as the

HEARNE & BAILEY, P.A.
ATTORNEYS AT LAW
SALISBURY, MD.
AREA CODE 301
746-8144

LIBER 1064 FOLIO 302

same may be limited or supplemented by these Bylaws.

SECTION 4: DEFINITIONS. Terminology, words and phrases are defined for the purposes hereof as defined in said Title 11 and Subtitle 2 of Title 14 of the Real Property Article of the Annotated Code of Maryland unless it is plainly evident from the context that a different meaning is intended. The terms "unit owner", "member" and "member of Council of Unit Owners" are used interchangeably herein and shall mean the person or combination of persons owning a unit and thereby constituting one "membership" of the Council of Unit Owners.

ARTICLE III

MEMBERSHIP ROSTER

SECTION 1: TO BE MAINTAINED. The secretary of the Council of Unit Owners shall be responsible for the maintenance of an accurate and current roster of unit owners, pursuant to Title 11 of the Real Property Article of the Annotated Code of Maryland.

SECTION 2: RESPONSIBILITIES OF UNIT OWNER. Unit owner shall furnish to the secretary his name and current mailing address and no unit owner may vote at meetings of the Council of Unit Owners until such information is furnished. For purposes of notice hereunder, the responsible officer shall have the right to rely on the roster provided for herein.

ARTICLE IV

MEETINGS OF MEMBERS

SECTION 1: PLACE OF MEETING. Meetings of the membership shall be held at the principal office of the place of business of the Council or at such other suitable place reasonably convenient to the membership as may from time to time be designated by the Board of Directors.

SECTION 2: ANNUAL MEETINGS. The first annual meeting of the members of the Council shall be held at such time as the Board of Directors shall determine, but, in any event, not later than as may be required by statute. Thereafter, the annual meeting of the Council shall be held on the first Monday in May of each succeeding year. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of these Bylaws. The members may also transact such other business of the Council as may properly come before them.

LIBER 1064 FOLIO 303

SECTION 3: SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a Petition signed by members representing at least 25% of the total votes of the Council of Unit Owners having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting, and the purpose thereof. No business shall be transacted at a special meeting except as specifically stated in the notice.

SECTION 4: NOTICE OF MEETINGS. It shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting stating the purpose thereof as well as the time and place where it is to be held to each member of record at his address as it appears on the Condominium Roster at least 10 but not more than 90 days prior to such meeting. Notice by either such method shall be considered as notice served and proof of such notice shall be made by the affidavit of the person giving such notice. Attendance by a member at any annual or special meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof. Notice of any annual or special meeting may also be waived, in writing, by any member whether prior to or after such meeting. The notice of a meeting at which an election for director is to be held may include a specimen ballot if nominations or prospective nominations are known to the Board of Directors fifteen (15) days prior to the notice. Specimen ballots sent by the Council shall list candidates in alphabetical order and shall indicate no preference.

SECTION 5: QUORUM. The presence, either in person or by proxy, of members representing at least 51% of the total eligible votes in the Condominium shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of members.

SECTION 6: ADJOURNED MEETINGS. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than 15 days from the date of notice.

SECTION 7: VOTING. The number of votes established per unit in the Condominium Declaration shall be applicable to all voting rights. The vote of the members representing 51% of the total eligible votes, present at the meeting, of the Condominium, in person or by proxy, shall decide any questions brought before such meeting unless the question

LIBER 1064 FOLIO 304

is one which is subject to an express provision of the Declaration, Bylaws or Laws of the State of Maryland in which a different vote is required, in which case such express provision shall govern and control. The votes for any membership which are owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event any condominium unit is owned by a corporation, then the votes for the membership appurtenant to such condominium unit shall be cast by a person designated in a certificate signed by the President or any Vice-President and attested by the Secretary or any Assistant Secretary of such corporation and filed with the Secretary of the Council prior to the meeting. Any such certificate shall remain valid until revoked or superseded in writing. The votes for any membership which are owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other trustee or partner is noted at such meeting, the Chairman of such meeting shall not have a duty to inquire as to the authority of the person casting such vote. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors against whom there has been recorded a statement of condominium lien and said lien has not been paid.

SECTION 8: PROXIES. A member may appoint any other person as his proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the member; provided, however, that no proxy is effective for a period in excess of 180 days unless granted to a lessee of the condominium unit to which the votes are appurtenant. A proxy may be voted for a candidate in an election for officer or director only if it designates the candidate or candidates for which it may be voted.

SECTION 9: RIGHTS OF MORTGAGEES. Any institutional mortgagee of any condominium unit in the Condominium project who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by Registered Mail, Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings should be addressed.

LIBER 1064 FOLIO 305

The Secretary of the Council shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional mortgagee, at the mortgagee's costs. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members present at any such meeting. Such representative shall not have voting rights at any such meeting.

SECTION 10: ORDER OF BUSINESS. The order of business at all annual meetings of the members of the Council shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election or appointment of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business
- (j) Adjournment.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V

DIRECTORS

SECTION 1: NUMBERS AND QUALIFICATION. The affairs of the Council shall be governed by the Board of Directors composed of at least two (2) natural persons and not more than six (6) natural persons, all of whom (after the first annual meeting of members hereinbefore provided for) shall be individual members of the Council. Prior to the first annual meeting of members, the number of Directors shall be determined, from time to time, by a vote of the initial Directors hereinafter named. Thereafter, the number of Directors shall be determined by a vote of the members at the first annual meeting of members and the number of

LIBER 1064 FILED 306

Directors may be changed by a vote of the members at any subsequent annual or special meeting of the members; provided however, that (a) the limitations of this Section shall continue to apply; and, (b) no such change shall operate to curtail or extend the term of any incumbent Director.

SECTION 2: INITIAL DIRECTORS. The initial Directors shall be selected by the Developers and need not be members of the Council. The names of the Directors who shall act as such from the date upon which the Declaration is recorded among the Land Records of Wicomico County, Maryland, until the first annual meeting of the members or until such time as their successors are duly chosen and qualified are as follows:

Joseph A. Strasdauskas

Arthur C. Giangrant

SECTION 3: POWERS AND DUTIES. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Council and the Condominium and may do all such acts and things as are not by law or by these Bylaws directed to be exercised laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

To provide for the -

(a) Surveillance of the Condominium and its limited common elements and services in a manner consistent with law and the provisions of these Bylaws and the Declaration; and,

(b) Establishment, collection, use and expenditure of assessments and/or carrying charges for the members and for the assessment and/or enforcement of liens therefore in a manner consistent with law and the provisions of these Bylaws and the Declaration; and,

(c) Designation, hiring and/or dismissal of the personnel necessary for the good working order of the Condominium project and for the proper care of the common elements and to provide services for the Condominium project in a manner consistent with law and the provisions of these Bylaws and the Declaration; and,

LIBER 1064 FOLIO 307

(d) Promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the project and the use of the limited common elements as are designated to prevent unreasonable interference with the use and occupancy of the Condominium project and of the limited common elements by the members, all of which shall be consistent with law and the provisions of these Bylaws and Declaration; and,

(e) Authorization, in their discretion, of the payment of patronage refunds from residual receipts when and as reflected in the annual report; and,

(f) To enter into agreements whereby the Council of Unit Owners acquires leaseholds, memberships and/or other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the members of the Council and to declare expenses incurred in connection therewith to be common expenses of the Council; and,

(g) To purchase insurance upon the Condominium project in the manner provided for in these Bylaws; and,

(h) To oversee and, where required by the Declaration or these By-laws, undertake the repair, restoration or reconstruction of any part of the Condominium after any casualty loss in a manner consistent with the provisions of these Bylaws and to otherwise improve the Condominium project; and,

(i) To purchase condominium units in the Condominium project and to lease, mortgage or convey the same, subject to the provisions of these Bylaws and the Declaration.

SECTION 4: MANAGEMENT AGENT. The Board of Directors may employ for the Council a management agent (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing.

SECTION 5: ELECTION AND TERM OF OFFICE. The term of the Directors named herein shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. The election of Directors shall be by ballot, unless balloting is dispensed with by the unanimous consent of the members present at any meeting in person or by proxy. There shall be no cumulative voting. The term

LIBER 1064 FOLIO 308

of each Director shall be three years from the date of his election. Directors shall hold office until their successors have been elected and qualified.

SECTION 6: VACANCIES. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

SECTION 7: REMOVAL OF DIRECTORS. At an annual meeting of members, or at any special meeting duly called for such purpose, any Director may be removed with or without cause by the affirmative vote of the majority of the entire membership of record and a successor may then and there be elected to fill the vacancy thus created by the Council of Unit Owners. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director against whom a statement of condominium lien has been filed and not paid may be terminated by resolution of the remaining Directors and the remaining Council of Unit Owners shall elect his successor as provided in Section 5 of this Article.

SECTION 8: COMPENSATION. No compensation shall be paid to Directors for their services as Directors. After the first annual meeting of the members, no remuneration shall be paid to any Director who is also a member of the Council for services performed by him for the Council in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the uninterested Board of Directors before such services are undertaken. Directors may be reimbursed for their out-of-pocket expenses necessarily incurred in connection with their services as Directors.

SECTION 9: ORGANIZATIONAL MEETING. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present at such first meeting. The notice of a meeting at which an election for officers is to be held may include a specimen ballot if nominations or prospective nominations are known to the Board of Directors fifteen

LIBER 1064 P. 309

(15) days prior to the notice. Specimen ballots sent by the Board shall list candidates in alphabetical order and shall indicate no preference.

SECTION 10: REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one such meeting shall be held during the fiscal year. The meetings of the Board of Directors shall be open and held at a time and location as provided in the notice, which said notice shall be given to each director, personally or by mail, telephone or telegraph, at least fifteen (15) days prior to the day named for such meeting. Notice of all directors' meetings, organizational, regular and special shall be given to the members on at least an annual basis.

SECTION 11: SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on fifteen (15) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-half of the Directors.

SECTION 12: WAIVER OF NOTICE. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to giving such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

SECTION 13: QUORUM. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at any meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted.

SECTION 14: ACTION WITHOUT MEETING. Any action by the Board of Directors required or permitted to be taken at any meeting, except adoption of the budget, may be taken

LIBER 1064 PAGES 310

without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

SECTION 15: FIDELITY BONDS. The Board of Directors may require that all officers and employees of the Council regularly handling or otherwise responsible for funds of the Council shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the council.

ARTICLE VIOFFICERS

SECTION 1: DESIGNATION. The principal officers of the Council shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the first annual meeting of members, the officers of the Council need not be members of the Council. Thereafter, except for the President, the officers of the Council need not be members of the Council. The Directors may appoint an assistant secretary and an assistant treasurer, and such other officers as in their judgment may be necessary. The offices of Vice-President, Secretary and Treasurer may be filled by the same person.

SECTION 2: ELECTION OF OFFICERS. The officers of the Council shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

SECTION 3: REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

SECTION 4: PRESIDENT. The President shall be the chief executive officer of the Council. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint such committees from among the membership from time to time as he may, in his discretion, decide are appropriate to assist in the conduct of the affairs of the Council.

LIBER 1064 FOLIO 311

SECTION 5: VICE-PRESIDENT. The Vice-President shall take over the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also assist the President generally and shall perform such of the duties as shall from time to time be delegated to him by the Board of Directors.

SECTION 6: SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Council. The Secretary shall keep the minute book for recording resolutions of the Council. The Secretary shall give notice of all annual and special meetings of members in conformity with the requirements of these Bylaws. The Secretary shall have charge of the membership roster and of such other books and papers as the Board of Directors may direct and he shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall be in charge of vote counting at all meetings.

SECTION 7: TREASURER. The Treasurer shall have responsibility for the funds and securities of the Council and shall be responsible for keeping, or causing to be kept, full and accurate accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for causing the deposit of all monies and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VIILIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

SECTION 1: LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS. The Council may indemnify every officer and Director of the Council against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Council), to which he may be made a party by reason of being or having been an officer or Director of the Council, whether or not such person is an officer or Director of the Council at the time such expenses are incurred in accordance with Section 2418 of the Corporations Article of the Annotated Code of Maryland.

WICOMICO COUNTY CIRCUIT COURT (Land Records) AJS 1064, p. 0312, MSA_CE100_1039. Date available 01/11/2005. Printed 09/04/2017.

SECTION 2: COMMON OR INTERESTED DIRECTORS. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Council and the Condominium project. No contract or other transaction between the Council and one or more of its Directors, or between the Council and any corporation, firm or association (including the Developer) in which one or more of the Directors of this Council are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose, not counting the vote of the interested Director;

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purposes; or

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

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction.

ARTICLE VIII

MANAGEMENT

SECTION 1: MANAGEMENT AND COMMON EXPENSES. The Council, acting by and through its Board of Directors, shall manage, operate and maintain the Condominium project and, for the benefit of the Condominium units and owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund herein elsewhere provided for, at least the following:

LIBER 1064 FOLIO 313

(a) The cost of liability insurance on the Condominium project and the cost of such other insurance as the Council may effect, in accordance with Title 11 of the Real Property Article of the Annotated Code of Maryland; and

(b) The cost of the services of a person or firm to manage the project to the extent deemed advisable by the Council consistent with the provisions of these By-Laws, together with the services of such other personnel as the Board of Directors of the Council shall consider necessary for the operation of the Condominium project; and,

(c) The cost of providing such legal and accounting services as may be considered necessary by the Board of Directors for the operation of the Condominium project; and,

(d) The cost of any and all other materials, supplies labor, services, maintenance, repairs, taxes, assessments, or the like, which the Council is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the Condominium; and,

(e) The cost of maintenance or repair of any condominium unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect or to preserve the appearance or value of the Condominium project, or is otherwise in the interest of the general welfare of all owners of the condominium units; provided, however, that, except in cases involving emergencies or manifest danger to safety of person or property, no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the Condominium unit proposed to be maintained and provided, further, that the cost thereof shall be assessed against the condominium unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said condominium unit at which time the assessment shall become due and payable and a continuing lien, upon recordation, and obligation of said owner in all respect as provided in these By-Laws; and,

(f) Any amount necessary to discharge any lien or encumbrance levied against the Condominium project or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual condominium unit.

LIBR 1064 FEB 03 14

SECTION 2. COUNCIL AS ATTORNEY-IN-FACT. The Council is hereby irrevocably appointed as attorney-in-fact for the owners of all of the Condominium units in the project, and for each of them, to the extent necessary to permit the Council to fulfill all of its powers, functions and duties under the provisions of the laws of the State of Maryland, the Declaration and By-Laws, and to exercise all of its rights thereunder. The foregoing shall be deemed to be a power of attorney coupled with an interest and the acceptance by any person or entity of any condominium unit shall constitute an irrevocable appointment of the Council as attorney-in-fact as aforesaid.

SECTION 3. MANAGEMENT AGENT. The Council may by contract in writing delegate any of its ministerial duties, powers or functions to the Management Agent. The Council and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

SECTION 4. DUTY TO MAINTAIN. Except for maintenance requirements herein imposed upon the Council, if any, the owner of any condominium unit shall, at his own expense, maintain his unit, both the interior and exterior, and any and all equipment, appliances or fixtures therein or thereon situate, and its other appurtenances, including the limited common elements, the use of which is limited to him as the owner of the unit, and shall do all redecorating, painting and the like which may at any time necessary to maintain the good appearance of his condominium unit and such appurtenances.

SECTION 5. ACCESS AT REASONABLE TIMES. The Council shall have an irrevocable right and easement to enter condominium units and their appurtenant limited common elements for the purpose of making repairs when the repairs reasonably appear necessary for public safety or to prevent damage to other condominium units. Except in cases involving manifest danger to public safety or property, the Council shall make a reasonable effort to give notice to the owner of any condominium unit to be entered for the purpose of such repairs. No entry by the Council for the purposes therein specified in this Section may be considered a trespass.

SECTION 6. EASEMENTS FOR UTILITIES AND RELATED PURPOSES. The Council is, subject to statutory requirements, authorized and empowered to grant, provided that said Council has written approval of at least two-thirds (2/3) of the unit owners and their respective mortgagees, (and shall from time to time grant) such licenses, easements and/or rights-

LIBER 1064 FOLIO 315

of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provisions of public utilities to the Condominium project as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Condominium or for the preservation of the health, safety, convenience and/or welfare of the owners of the Condominium units or the developer.

SECTION 7. LIMITATION OF LIABILITY. The Council shall not be liable for injury or damage to person or property caused by the elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the limited common elements or from any wire, pipe, drain, conduit, appliance or equipment. The Council shall not be liable to the owner of any condominium unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. No diminution or abatement of common expense assessments, as hereinelsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements, or to any condominium unit, or from any action taken by the Council to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

COMMON EXPENSES

SECTION 1. COMMON EXPENSES. Each member shall pay to the Council such sums at such times as the Board of Directors may deem appropriate as the member's proportionate share based upon percentage ownership in the common elements, of the sum required by the Council, as estimated by its Board of Directors, to meet its expenses, including but in no way limited to, the following:

- (a) The cost of all operating expenses of the Condominium project and services furnished, including charges by the Council for facilities and services furnished by it; and,
- (b) The cost of necessary management and administration, including fees paid to any Management Agent; and,
- (c) The amount of all taxes and assessments levied against the Council or upon any property which it may own or which it is otherwise required to pay, if any; and,

LIBER 1064 PLUD 316

(d) The cost of liability insurance on the project and the cost of such other insurance as the Council may effect; and,

The Board of Directors shall make reasonable efforts to fix the amount of the assessment against each condominium unit for each annual assessment period at least thirty (30) days in advance of the commencement of such period and shall, at that time, prepare a roster of the membership and assessments applicable thereto which shall be kept in the office of the Council and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any annual assessment period, to fix assessments for that or the next such period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay this assessment, or any installment thereof, for that or any subsequent assessment period; but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of any condominium unit belonging to him.

SECTION 2. BUDGET. The Board of Directors, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Council to meet its annual expenses for that period. Said budget shall provide for at least the following items: (1) income, (2) administration, and general expenses, and said budget shall be submitted to the owners not less than 30 days prior to its proposed adoption at an open meeting of the Council of Unit Owners or at a meeting of such other body to which the Council of Unit Owners delegates responsibilities for preparing and adopting the budget. The budget herein required to be prepared and adopted by the Board of Directors shall be in a format consistent with the classification of the accounts of the Council, as hereinafter in these By-Laws provided for, and shall provide for such sufficient estimates, on a periodic basis, to permit comparison to and analysis of deviations from the various periodic reports of the actual results of operations and the actual financial condition of the Council, on both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices, consistently applied. Copies of the budget shall be available for examination by

LIBER 1064 FOLIO 317

the members and by their duly authorized agents and attorneys, and to the institutional holder of any first mortgage on any condominium unit in the Condominium and by their duly authorized agents and attorneys during normal business hours and for purposes reasonably related to their respective interests.

SECTION 3. SPECIAL ASSESSMENTS. In addition to the regular assessments authorized by this Article, the Council may levy in any assessment year a special assessment or assessments, applicable to that year only, for such purposes as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members representing two-thirds of the total votes of the Condominium. Any assessment that would result in an increase in excess of fifteen per cent (15%) of the budget amount previously approved shall be adopted by an amendment to the budget. A special meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least fifteen (15) days but not more than ninety (90) days in advance of such meeting, such notice shall set forth the purpose of the meeting.

SECTION 4. NON-PAYMENT OF ASSESSMENT. Any assessment levied pursuant to the Declaration of these By-Laws, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the condominium unit or units belonging to the member against whom such assessment is levied upon the recording of a statement of lien (in a timely manner pursuant to law and after statutory notice and hearing requirements have been complied with) among the Land Records of Worcester County, Maryland, with priority as of the date of recording same, all pursuant to Title 11 and 14 of the Real Property Article of the Annotated Code of Maryland. The personal obligation of the member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to the Declaration or by these By-Laws, or any installment thereof, may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure the same.

Any assessment levied pursuant to the Declaration or these By-Laws or any installment thereof, which is not paid within fifteen (15) days after it is due, may upon resolution of the Board of Directors, bear interest at a rate not to exceed eighteen percent (18%) per annum and may, by resolution

LIBER 1064 FOLIO 318

of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty or "late charge" as the Board of Directors may fix, not to exceed \$15.00 or ten percent (10%) of the total amount of any delinquent assessment or installment, and the Council, pursuant to Maryland Law, may bring an action of law against the member personally obligated to pay the same, or foreclose the lien against the condominium unit or units then belonging to said member in the manner now or hereafter provided for. Costs, interest and reasonable attorney's fees may be added to the amount of each assessment and made a part thereof. In the event a unit owner fails to pay an assessment when due, the Board of Directors, on behalf of the Council of Unit Owners, after statutory notice, may demand payment of the balance of the remaining annual assessment for that fiscal year.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Council, including any installment thereof which becomes delinquent, in any prominent locations within the Condominium project.

ARTICLE X

USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Except for such temporary non-residential uses as may be permitted by the Board of Directors from time to time, condominium units shall be used for residential purposes exclusively. This Section shall not apply to the use of condominium units and/or their appurtenances by the developer for display marketing, promotional or sales purposes or as "model" condominium units.

SECTION 2. LEASING. Any lease shall contain a provision to the effect that the rights of the tenant to use and occupy the condominium units shall be subject and subordinate in all respects to the provisions of the Declaration and these By-Laws and to such other reasonable rules and regulations as the Board of Directors may from time to time promulgate.

SECTION 3. PROHIBITED USES AND NUISANCES. Except for the activities of the developer and their agents in connection with the original construction of the Condominium project, and except as may be reasonable and necessary in connection with maintenance, improvement, repair or reconstruction of any portion of the Condominium project by the developer or Council:

LIBER 1064 FOLIO 319

(a) No noxious or offensive trade or activity shall be carried on within the project or within any condominium unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners. No nuisances shall be permitted within the Condominium project, nor shall any use or practice be permitted which is or becomes a source of annoyance to the members, or which interferes with the peaceful use and possession thereof by the members.

(b) Nothing shall be done or maintained in any condominium unit or upon any limited common elements which will increase the premium rate of such insurance carried by the Council, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any condominium unit or upon limited common elements which would be in violation of any law. No waste shall be committed upon any limited common elements.

(c) No structural alteration, construction, addition or removal of any condominium unit or upon the limited common elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.

(d) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon any limited common elements except that this shall not prohibit the keeping of an orderly dog, cat or caged birds as domestic pets, provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the common areas of the Condominium project unless accompanied and unless they are carried or leashed. Any members who keeps or maintains any pet upon any portion of the Condominium project shall be deemed to have indemnified and agreed to hold the Council, each of its members and the developer and Management Agent free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium project. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises and the Board of Directors, after affording the right to a hearing to the member affected, shall have the authority to declare any pet a nuisance.

LNER 1064 PLANO 320

(e) Except for such signs as may be posted by the developer or the Council for promotional or marketing purposes, traffic control or the like, no signs of any character shall be erected, posted or displayed upon, in, from or about any condominium unit or common elements without the prior consent in writing from the Board of Directors and under such conditions as they may establish.

(f) Except as hereinelsewhere provided, no junked vehicle or other vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the limited common elements nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the limited common elements, without the written approval of the Board of Directors.

(g) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash or any other kind shall be permitted within any condominium unit or upon any limited common elements. All refuse shall be deposited with care in appropriate containers.

(h) No structure of a temporary character, trailers, tent, shack, barn or other outbuilding shall be maintained upon any limited common elements at any time.

(i) No outside television or radio aerial or antenna, or other aerial or antenna, including "satellite dishes," for reception or transmission, shall be maintained upon any condominium unit or upon any limited common elements without the prior written consent of the Board of Directors.

(j) No member shall engage or direct any employee of the Council on any private business of the members during the hours such employee is employed by the Council nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Council.

(k) There shall be no violation of any rules which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing.

SECTION 4. The Board of Directors is hereby delegated as the sole rule making body of the Condominium and may adopt rules governing the condominium in accordance with applicable statutory procedures and subject to applicable statutory limitations.

LIBER 1064 FOLIO 321

ARTICLE XI
EXTERNAL CHANGES

SECTION 1. No external changes shall be made to a unit, nor any changes, alterations or improvements in or to limited common elements (including major landscaping and fencing) without the prior written approval of the Board of Directors.

SECTION 2. PROCEDURE Any unit owner(s) wishing to make external changes to his, or their, unit(s) or to change, alter or improve the limited common element(s) appurtenant his, or their, unit(s) shall first submit to the Board of Directors detailed plans and specifications of such alterations or improvements, including material lists specifying colors and materials proposed to be used and, in the case of landscaping, plant materials. The Board of Directors shall have 30 days from the receipt of such plans and specifications to review the same and issue its written notice of approval or disapproval of the same. In the event of disapproval, the Board shall include in the notice a detailed statement of its reasons for reaching that decision. In the event of disapproval, the unit owner(s) shall have the right to resubmit amended plans and specifications to the Board. The failure of the Board to issue a written notice within the aforesaid 30 day period shall be conclusively presumed to be an approval of the plans and specifications submitted or resubmitted. The Board on its own motion or on the request of the submitting unit owner(s) or the request of another unit owner may receive and consider written comments from unit owners or call a special meeting of the Council for the purpose of receiving comments from unit owners before making its determination, provided that nothing herein contained shall affect the requirement of a decision within the aforesaid 30 day period unless an extension is consented to by the submitting unit owner(s). A copy of the plans and specifications together with a copy of the Board's written notice shall be maintained with the Condominium's records.

SECTION 3. VIOLATIONS. Any violation of Article XI, Section 1, may be removed by the Council or Board of Directors forthwith, without compensation to the offender and with liability to the offender for the costs of such removal.

ARTICLE XII
INSURANCE

SECTION 1. BOARD OF DIRECTORS. The Board of Directors shall obtain and maintain at least the following insurance coverages:

WICOMICO COUNTY CIRCUIT COURT (Land Records) AJS 1064, p. 0321, MSA_CE100_1039, Date available 01/11/2005, Printed 09/04/2017.

LIBER 1064 PLANO 322

(a) Comprehensive general liability insurance, including medical payment, with a "Severability of Interest" endorsement in such amounts and in such forms as may be considered appropriated by the Board of Directors (but not less than \$1,000,000.00) covering all claims for bodily injuries, and/or property damage arising out of a single occurrence.

(b) Workmen's compensation insurance to the extent necessary to comply with any applicable law.

(c) A "Legal Expense Indemnity" endorsement, or its equivalent, affording protection for the officers and directors of the Council for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or director shall have been made a party by reason of his or her services as such.

(d) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by Section 15 of Article V of these By-Laws, as are or shall hereafter be considered appropriate by the Board of Directors.

SECTION 2. LIMITATIONS. Any insurance obtained pursuant to the requirements of Section 1 of this Article shall contain all clauses required by law and regulation and be subject to the following provisions.

(a) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of Section 1 of this Article be brought into contribution with insurance purchased by the owners of the condominium units.

(b) Such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the project, whether or not within the control or knowledge of the Board of Directors and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any owner of any condominium unit, and/or their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of neglect or negligence on the part of any of them.

(c) All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the condominium units.

LIBER 1064 PLANO 323

(d) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Council. The Board of Directors, the owner of any condominium unit and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(e) Title 11 of the Real Property Article of the Annotated Code of Maryland.

SECTION 3. EFFECTS OF ARTICLE. The provisions of this Article XII, Sections 1, 2 and 3 with regard to insurance are mandatory. In the event the criteria specifically described in Sections 1, 2 and 3 of Article XII, are so stringent that such coverage cannot be reasonably obtained, and maintained, the Board of Directors or unit owner may substitute similar coverage or the next best type of coverage that is reasonably available; but at least such as required by law or regulation.

SECTION 4. UNIT OWNERS Every unit owner shall obtain and maintain at least the following, and deliver to the Board of Directors upon request evidence of compliance with this Section:

(a) Property or "Homeowner's" insurance in an amount equal to the full replacement value (i.e., 100% of "replacement cost" exclusive of land, foundation and excavation) of his condominium unit (including all building service equipment and the like), such coverage to afford protection against at least the following:

- (1) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement; and
- (2) The maximum amount of flood insurance available under the Federal Flood Program or its equivalent (or the replacement value of the unit, whichever is smaller) in the event that the Condominium, or the unit, is located in an area which is now, or which becomes, eligible for such insurance, and such coverage is required by lenders.

ARTICLE XIII

SECTION 1. RECONSTRUCTION REQUIRED. In the event of damage to or destruction of a single unit and/or its appurtenant limited common elements by fire or other casualty, the same shall be promptly repaired or reconstructed by the unit

WICOMICO COUNTY CIRCUIT COURT (Land Records) AUS 1064, p. 0323, MSA_CE100_1039, Date available 01/11/2005, Printed 09/04/2017.

LIBER 1064 PLNO 324

owner in substantial conformity with the original plans and specifications for said unit with the proceeds of insurance available for that purpose, if any.

SECTION 2. RECONSTRUCTION NOT REQUIRED. In the event of the total destruction of, or damage exceeding 50% of the value to, both units in a building, and the owner of one of the so destroyed or damaged units shall elect not to reconstruct then the provisions of Section 11-114(g)(3&4) of Title 11 of the Real Property Article or similar provision of the law in force at that time shall govern the situation.

SECTION 3. COUNCIL OF UNIT OWNERS. In those situations where repair or reconstruction is made mandatory by Section 1 of this Article XIII, it shall be the duty of the Council of Unit Owners to see that such repair and reconstruction is undertaken promptly by the Unit Owner, and in the event such repair or reconstruction is not completed promptly by the Unit Owner, the Council shall undertake such repair or reconstruction at the Owner's expense, and the expense of such repairs or reconstruction shall be assessed and lien for the same shall have all the priorities provided for in Article XI of these By-Laws. In the event of a determination not to reconstruct or repair under the provisions of Section 2 of this Article XII, it shall be the duty of the Council of Unit Owners to see that the site of the so damaged building is promptly cleared of all debris and placed in a suitable condition at the unit's owners' expense, and may undertake to do so where the unit owners refuse or do not promptly comply with the requirement and the expenses thereof shall be assessed and the lien for the same shall have all the priorities provided by Article XI of these By-Laws.

**ARTICLE XIV
FISCAL MANAGEMENT**

SECTION 1. FISCAL YEAR. The fiscal year of the Council shall begin on the first day of July of every year except for the first fiscal year of the Council which shall begin at the date of recordation of the Declaration among the Land Records of Wicomico County, Maryland. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Council subsequently dictate.

SECTION 2. PRINCIPAL OFFICE - CHANGE OF SAME. The principal office of the Council shall be at the mailing address as

set forth in Article I of these By-Laws. The Board of Directors by ~~appropriate resolution~~ shall have the authority to change the location of the principal office of the Council from time to time; provided, however, that notice shall be given to each unit owner and mortgage holder as listed in the Mortgage Book hereinafter provided for.

SECTION 3. RECORDS AND AUDITS. The Board of Directors and the Condominium officers shall keep detailed records of the transactions of the Board of Directors, minutes of the meeting of the Board of Directors, minutes of the meetings of the Council and financial records and books of account of the Condominium, 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 against each such unit, the date when due, the amounts paid thereon and the balance remaining unpaid. A written report summarizing all receipts and expenditures shall be rendered by the Board of Directors to all unit owners at least annually. Such report, if required by a vote of 5% of the unit owners, shall be certified by an independent certified public accountant and shall also be made available to all mortgage holders listed in the mortgage book requesting same at Mortgagees cost.

SECTION 4. INSPECTION OF BOOKS. The books and accounts of the Council, vouchers accrediting the entries made thereupon and all other records maintained by the Council, shall be available for examination by the unit owners and their duly authorized agents or attorneys and to the holder of any mortgage on any condominium unit listed in the Mortgage Book and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

ARTICLE XVI
AMENDMENTS

SECTION 1. AMENDMENTS. These By-Laws may be amended by the ~~affirmative vote~~ of the number of unit owners require by Title 11 of the Real Property Article of the Annotated Code of Maryland. Any such amendment shall be effective upon the recording thereof among the Land Records of Wicomico County, Maryland, as required by said Title 11 of the Real Property Article of the Annotated Code of Maryland. ~~Amendments may be proposed by the Board of Directors or by a petition signed by any unit owner of the Condominium.~~

Unit Owners are allocated.

ARTICLE XIX

COMPLIANCE - INTERPRETATION - MISCELLANEOUS

SECTION 1: COMPLIANCE. These Bylaws are set forth in compliance with the requirements of Title 11 of the Real Property Article of the Annotated Code of Maryland.

SECTION 2: CONFLICT. These Bylaws are subordinate and subject to all provisions of the Declaration and Laws of the State of Maryland.

SECTION 3: RESIDENT AGENT. The Resident Agent for the Condominium and Council of Unit Owners shall be Charles R. Dashiell, Jr. and said Resident Agent shall be registered with the Maryland Department of Assessments and Taxation as required by §11-119 of Title 11 of the Real Property Article of the Annotated Code of Maryland. A report as to the Resident Agent, Officers and Directors must be filed annually with the Maryland State Department of Assessment and Taxation.

SECTION 4: SEVERABILITY. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

SECTION 5: WAIVER. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

SECTION 6: GENDER, ETC. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

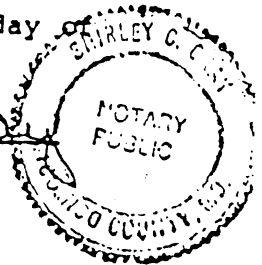
Certified to be a true copy of the Bylaws of Brookshire By The Park Condominium Council of Unit Owners.

TEST:
Charles R. Dashiell, Jr.

Arthur C. Giangrant (SEAL)
Secretary - Arthur C. Giangrant

SWORN AND SUBSCRIBED to before me, this 24th day of April, A.D., 1986.

Shirley C. Casey
Notary Public



My Commission Expires: 7/1/86

LIBER 237-100-794

913903

AMENDMENT OF BYLAWS OF
BROOKSHIRE BY THE PARK CONDOMINIUM
(November, 1990)

This is to certify that, by affirmative vote of unit owners representing at least sixty six and two-thirds percent of the voting interest of Brookshire By The Park Condominium Council of Unit Owners, at an special meeting of the Council on November 3, 1990, duly called for such purpose, the hereinafter provisions of the bylaws of Brookshire By The Park Condominium, which said bylaws are recorded among the Land Records of Wicomico County, Maryland in Liber 1064, folio 0301, et seq. were amended as follows:

1. Article I, Section 2 is amended by deleting the section in its entirety and inserting the following in its place:

"Its mailing address is P.O. Box 1962, Salisbury, Maryland 21802."

2. Article V, Section 2 is amended by deleting the second sentence and inserting the following in its place:

"Hereafter, the annual meeting of the Council shall be held on the first Saturday in June in each succeeding year or at such other time as may be established by the Board of Directors at least ninety (90) days beforehand."

3. Article V, Section 3 is amended by deleting Subsection (i) in its entirety and inserting the following in its place:

"(i) To purchase Condominium units in the Condominium and to lease, mortgage or convey the same, provided the purchase, lease, mortgage or conveyance has been approved by a majority vote of the Council of Unit Owners."

WICOMICO COUNTY CIRCUIT COURT (Land Records) MSB 1237, p. 0794, MSA_CE100_1211. Date available 01/11/2005. Printed 09/04/2017.

PLEASE RETURN TO --> AYRES, JENKINS, GORDY & ALMAND, 5200-B Coastal Hwy., OC, MD 21842

MSB 1237, FOLIO 795

4. Article X, Section 3 is amended by deleting Subsection (h) in its entirety and inserting the following in its place:

"(h) No structure, trailer, tent, shack, barn, shed, or other outbuilding, whether of a temporary or permanent character, shall be maintained upon any limited common element without the express, written authority of the Board of Directors in accordance with Article XI of these bylaws."

5. Article XI is amended by deleting it in its entirety and inserting the following in its place:

"Section 1. No structure or external change shall be commenced, erected or maintained on a unit or limited common element nor shall the exterior appearance of any unit or limited common element be changed or altered (including major landscaping and fencing) until the plans and specifications showing the nature, kind, shape, dimensions, materials, floor plans, color scheme, location, exterior plans and details, paving plans and location, landscaping details, proposed topographical changes, together with the estimated cost of said work, the proposed construction schedule, and a designation of the party or parties to perform the work have been submitted to and approved in writing by the Board of Directors or its designee. In the event the Board of Directors or its designee fails to approve or disapprove such design and location in writing within thirty (30) days after said plans and specifications have been submitted to it by certified mail (return receipt requested), approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. The Board of Directors or its designee shall consider such plans and specifications for approval upon the basis of, among other things, the harmony of external design and location in relation to surrounding structures and topography, the nature and durability of the materials, quality of workmanship, choice of colors and materials, grade elevations and/or drainage, the ability of the party or parties designated by the unit owner to complete the work proposed in accordance with the plans and specifications submitted, including, without

WICOMICO COUNTY CIRCUIT COURT (Land Records) MSB 1237, p. 0795, MSA_CE100_1211. Date available 01/11/2005. Printed 09/04/2017.

LIBER 237 PLNO-796

limiting the foregoing, such factors as background, experience, skill, quality of workmanship, financial ability, etc. In reviewing the plans, the Board of Directors or its designee may also consider factors of public health and safety, the effect the proposed work will have on the use, enjoyment and value of the condominium, and/or the outlook or view of other units and the suitability of the proposed improvements or alterations with the general aesthetic values of the condominium.

Section 3. If the Board of Directors or its designee shall disapprove the plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement in writing of the grounds upon which such action was based. In any such case, the Board of Directors or its designee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. However, the final decision of the Board of Directors or its designee is binding.

Section 4. Any violation of this Article shall subject the violating unit owner to a penalty of \$75 per day (in accordance with the Dispute Settlement Mechanism of the Maryland Condominium Act) and obligate the violating unit owner to reimburse the Council of Unit Owners for all costs, including attorney's fees and litigation expenses, incurred by the Council to enforce this Article. If, within fifteen (15) days after notice from the Board of Directors of a violation, the violating owner has not taken reasonable steps towards the removal or termination of the same, the Association, through its agents and employees, shall have the right to enter upon the unit and limited common element to take such steps as it deems necessary to extinguish such violation and all the cost thereof shall be an additional assessment on the unit.

Section 5. The Board of Directors may appoint an architectural committee composed of at least two persons (who may be members of the Board of Directors) to act on all matters covered by Article XI."

LIBER 1237 FOLIO 797

The undersigned declare and affirm, under the penalties of perjury, that the foregoing Amendment of Bylaws is true and correct.

BROOKSHIRE CONDOMINIUM
COUNCIL OF UNIT OWNERS

BY: Stephen W. Harms
President

BY: Nellie Abbott
Secretary

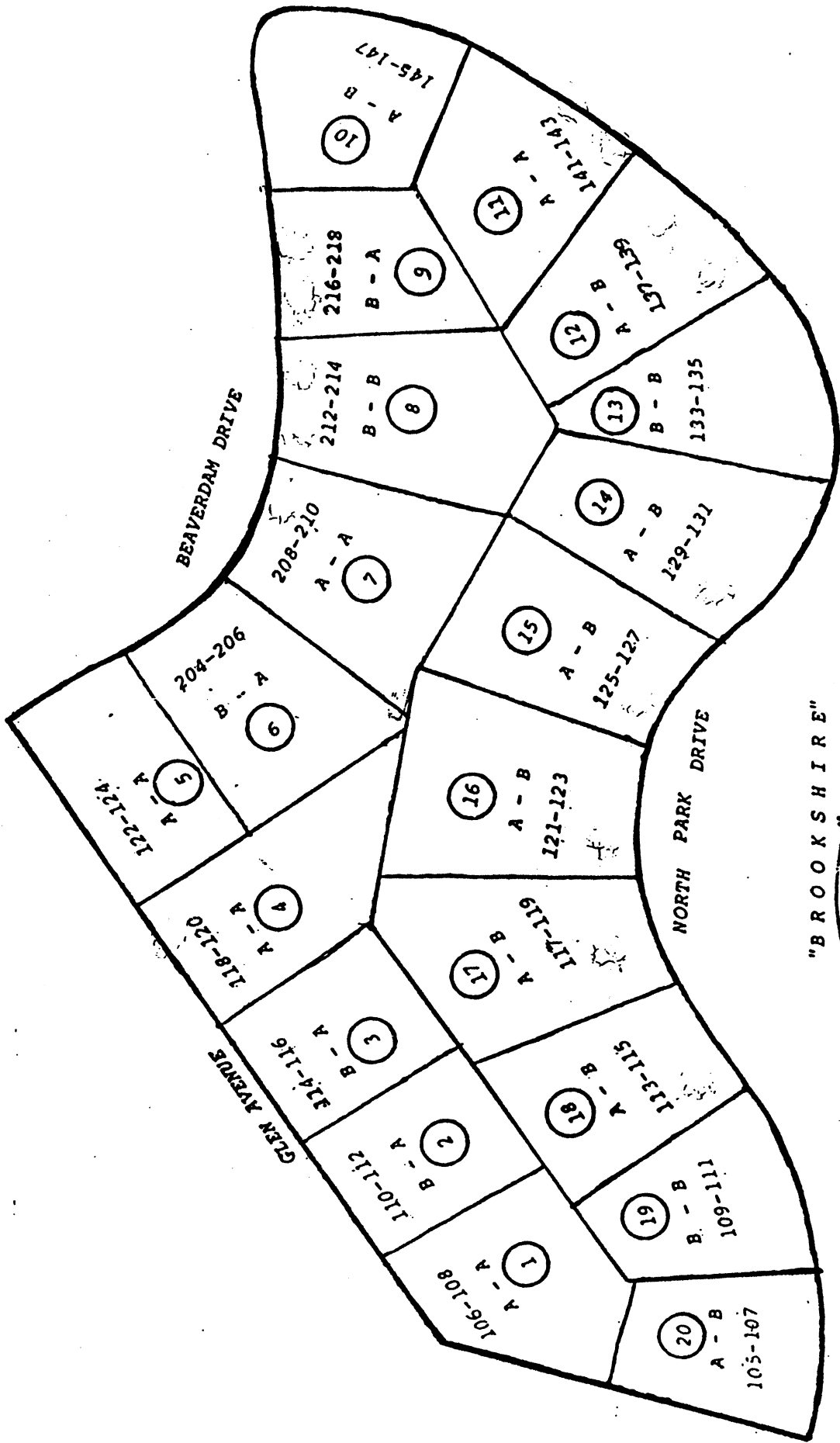
REC FEE	17.00
TOTL	17.00
4369CHK	17.00
04 01990 11-26	P1:56

Received for Record 07/26/1990 and recorded in the
Land Records of Wicomico County, Maryland in Liber M.S.B.
No. 1237 Folios 794-797

Mark S. Bowen Clerk

WICOMICO COUNTY CIRCUIT COURT (Land Records) MSB 1237, p. 0797, MSA CE100_1211. Date available 01/11/2005. Printed 09/04/2017.

Exam: Ayes: Jenkins Gordy + Almand
5200 B Coastal Highway
Ocean City md 21842 72-21-90



"BROOKSHIRE"