

LR - DDT/Mortgage
Recording Fee 20.00
Grantor Name: bay hill
Reference/Control #:
LR - DDT/Mortgage
Surcharge 40.00
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EXHIBIT A TO DECLARATION**AMENDED AND RESTATED BY-LAWS**

BAY HILL TOWNHOUSES, A CONDOMINIUM
- TANGLEWOOD II REGIME, INC.

SubTotal: 60.00
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EXPLANATORY STATEMENT: The original Bylaws of Bay Hill Townhouses, a Condominium - Tanglewood II Regime, Inc. were recorded among the Land Records of Anne Arundel County, Maryland as Exhibit A to the Declaration of Bay Hill Townhouses, a Condominium - Tanglewood II Regime, Inc. on December 1, 1978, in Book 3152, pages 612 *et seq.* to Declaration recorded among said Land Records in Book 3152, pages 590 *et seq.*

WHEREAS, the Council of Unit Owners of Bay Hill Townhouses, a Condominium - Tanglewood II Regime, Inc. by the affirmative vote of unit owners having not less than seventy-five percent (75%) or more of the votes held by all of the Members (as provided in Article XVI of the By-Laws) and by the affirmative vote of unit owners having at least sixty-six and two thirds percent (662/3 %) of the total votes in the council of unit owners as provided in Section 11-104(e)(2) of title 11, Md. Real Prop. Code Ann., now hereby amends and restates its said Bylaws in entirety as hereinafter provided.

NOW THEREFORE as of the 23rd day of April, 20 14,
the said By-Laws of Bay Hill Townhouses, a Condominium - Tanglewood II Regime, Inc. as amended are hereby amended and restated in entirety by these Amended and Restated Bylaws of Bay Hill Townhouses, a Condominium - Tanglewood II Regime, Inc. as follows:

LR - Additional \$55 Recording Fee 55.00
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ARTICLE I**NAME AND LOCATION**

SECTION 1. Name and Location. The name of the Council of Unit Owners or Corporation is BAY HILLS TOWNHOUSES, A Condominium - Tanglewood II Regime, Inc. - TANGLE WOOD II REGIME, INC. (hereinafter "the Corporation"). Principal office and mailing address is Sentry Management, 2200 Defense Highway, Ste. 405, Crofton, MD 21114 or

as registered with the Maryland State Department of Assessments and Taxation or other State Common Interest Ownership Association Registry as may be required from time to time.

ARTICLE II

DEFINITIONS

SECTION 1. Declaration. "Declaration" as used herein means that certain Declaration dated the 1st day of December 1978, and recorded among the Land Records of Anne Arundel County in Book 3152, pages 590 *et seq.* and as from time to time thereafter amended, all pursuant to Title 11, Maryland Real Property Code Annotated, known as the Maryland Condominium Act (hereinafter "the Act"), by which certain described premises, including land, have been submitted to a Condominium - Tanglewood II Regime, Inc. property regime.

SECTION 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration or in the Act. The Board of Directors of the Corporation shall be the sole interpreter of any terms or provisions herein not clearly defined in the Declaration or in the Act.

ARTICLE III

MEMBERSHIP

SECTION 1. Membership. Every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who are unit owners or unit co-owners and are the holders of interest record title to the fee simple interest to any condominium unit, or any common or joint interest therein if such unit is owned by more than one person or entity, shall be a Member of the Corporation, provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be a Member

SECTION 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Corporation. In construing these By-Laws and the government of the Corporation pursuant thereto, the provisions of the Corporations and Associations Article of the Annotated Code of Maryland pertaining to the government of regular business corporations, shall be considered as governing to the extent not in conflict with the provisions of Title 5, Subtitle 2 of the Corporations and Associations Article, the Act, the Declaration and these By-Laws, all as from time to time amended.

SECTION 3. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Corporation, each Member of the Corporation shall be entitled to receive out of the assets of the Corporation available for distribution to the Members an amount equal to that proportion of such assets which the value of his condominium unit bears to the value of the entire project, all as more fully provided in the Act.

ARTICLE IV

MEETING OF MEMBERS AND/OR UNIT OWNERS

SECTION 1. Place of Meetings. Meetings of the Members and/or unit owners (hereinafter sometimes referred to as Members) shall be held at the principal office or place of business of the Corporation or at such other suitable place convenient to the Membership as may be designated by the Board of Directors.

SECTION 2. Annual Meetings. The annual meeting of the Members of the Corporation shall be held on the second Thursday of September each year or at such date, time, and place annually as determined by the Board of Directors. At such meeting there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of these By-Laws and the Act. The Members may also transact such other business of the Corporation as may properly come before them.

SECTION 3. Special Meetings. It shall be the duty of the President or other presiding

officer, 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 twenty percent (20%) of the total votes of the Corporation having been presented to the Secretary or the President, provided, however, that no special meeting need be called within 60 days from the date of the last meeting of the Membership. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary and/or the Managing Agent for the Corporation to cause to be sent a written notice of each annual or special meeting of the Members, stating the purpose thereof as well as the time and place where it is to be held. The notice shall be sent to each Member of record, at the Member's mailing or E-mail address as it appears on the Membership books of the Corporation, or if no such address appears, at the Member's last known address, at least ten (10) days, but not more than ninety (90) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the Member at the address shown on the Membership books of the Corporation. Notice any of the methods provided for herein shall be considered as notice served. Attendance by a Member at any meeting of the Membership shall be a waiver of notice by the Member of the time, place and purpose thereof.

SECTION 5. Quorum. The presence, either in person or by proxy, of Members representing at least twenty-five percent (25%) of the total votes of the Corporation shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of Members.

SECTION 6. Voting. At every meeting of the Members, each Member shall have the right to cast the number of votes appurtenant to that Member's unit, as established in the Declaration. The majority of those Members present in person or by proxy at a meeting of the

Members at which a quorum is present, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control.

The vote associated with any unit which is 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 as such meeting. In the event all of the co-owners of any Membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such Membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding the question. In the event any condominium unit is owned by a Corporation, then the vote 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 of the Corporation prior to the meeting. The vote associated with any unit which is 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 have no duty to inquire as to the authority of the person casting such vote or votes.

SECTION 7. Proxies. A Member may appoint any other Member, the Board of Directors or the Managing Agent as the Member's proxy. In no case may any Member, except for the Board of Directors or the Managing Agent, cast more than five votes by proxy in addition to his or her own vote. All proxies must be in a form approved by the Board of Directors, in writing and signed by the unit owner, dated and filed with the Secretary or Managing Agent before the appointed time of each meeting. No proxy shall be effective for a period exceeding one hundred eighty (180) days following its issuance.

SECTION 8. Adjourned Meeting. If a sufficient number of Members to constitute a quorum can not reached, the procedure authorized by Section 11-109(c)(8)(ii) of the Act as amended

from time to time may be invoked. The Members present at such meeting, in person or by proxy, may by a majority vote may call a further meeting of the Members for the same purpose. Not less than fifteen days notice of the time, place and purpose of such meeting shall be delivered or sent to each Member at the address shown on the Membership books of the Corporation. At such further meeting the Members present, in person or by proxy, shall constitute a quorum and by majority vote of those present, in person or by proxy, may approve or authorize the proposed action or take any other action which might have been taken at the original meeting if a sufficient number of Members had been present. This may not be construed to affect the percentage of votes required to amend the declaration or bylaws or to take any other action required to be taken by a specified super majority percentage of votes.

SECTION 9. Order of Business. Unless the presiding officer shall direct otherwise, the order of business at all regularly scheduled meetings of the Members shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and approval of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (t) Unfinished business.
- (g) New business.
- (h) Open forum.
- (i) Adjournment.

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

ARTICLE VDIRECTORS

SECTION 1. Number and Qualification. The affairs of the Corporation shall be governed by a Board of Directors composed of 9 persons who shall be Members in good standing of the Corporation at all times relevant. No Member shall be eligible for nomination, election or Membership to the Board of Directors who is shown on the books or management accounts of the Corporation to be more than thirty (30) days delinquent in any payment due the Corporation and a Statement of Condominium Lien has been filed against the unit of that Member, who is a convicted felon, or who is a plaintiff or defendant in any lawsuit involving the Corporation. Not more than one person from each unit shall be eligible to serve on the Board of Directors at the same time unless a majority of the current Board of Directors grants more than one person from a unit permission to serve on the Board.

SECTION 2. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Members. The powers and duties of the Board of Directors shall include but not be limited to the following:

- (a) To provide for the care, upkeep and surveillance of the condominium and its general and limited common elements and services in a manner consistent with law and the provisions of these By-Laws and the Declaration.
- (b) The establishment, collection and use of the assessments from the Members and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.
- (c) To provide for the designation, hiring and/or dismissal of the personnel necessary for the good working order of the condominium and for the proper care of the general or limited

common elements and to provide services for the condominium in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(d) To promulgate and enforce such rules and regulations and such restrictions on or requirements as may be deemed proper in the sole discretion of the Board of Directors, respecting the use, occupancy and maintenance of the condominium and the use of the general and limited common elements and units by the Members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.

(e) To lease, grant licenses, easements, right-of-way and other rights of use in all or any part of the common elements of the condominium.

(f) To purchase condominium units in the condominium and to lease, mortgage or convey the same, subject to the provisions of these By-Laws and the Declaration.

(g) To enter into agreements whereby the Members acquire leaseholds, Memberships and other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the Members and to declare expenses incurred in connection therewith to be common expenses of the Corporation.

(h) To repair, restore or reconstruct all or any part of the condominium after any casualty loss in a manner consistent with law and the provisions of these By-Laws and to otherwise improve the condominium.

(i) To levy reasonable fines in accordance with Section 11-113 of the Maryland Condominium Act against the Unit Owner found to be in violation of the Declaration, Bylaws and/or duly adopted Rules and Regulations. Any fine levied by the Board of Directors must be paid within 30 days. In the case of non-payment of any fine, the Corporation or Condominium may pursue collection of the fine in the same manner and with the same rights as if the fine was

an unpaid assessment owed to the Corporation or the Condominium in accordance with Article IX of these Bylaws.

SECTION 4. Managing Agent. The Board of Directors shall employ for the Corporation a Managing Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to, the duties set out in subsections (a) through (h) of Section 3 of this Article. The Corporation shall not undertake "self-management" or otherwise fail to employ a professional Managing Agent without the prior written approval of a majority of the holders of any first mortgages on the units. Any management agreement entered into by the Corporation shall provide, inter alia, that such agreement may be terminated upon thirty (30) days written notice thereof. The term of any such management agreement shall not exceed one year.

SECTION 5. Election and Term of Office. The election of Directors shall be by ballot. There shall be no cumulative voting. Directors shall be elected for 3 year terms. The term of a Director shall expire when his or her successor has been elected and duly qualified, or when the Director is no longer 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 appointment made by a majority of the remaining Directors, even though they may constitute less than a quorum; and each person so appointed shall serve out the term of the Director he or she is succeeding.

SECTION 7. Removal of Director. At a regular meeting at which prior notice on the intended removal is given, or special meeting of the Members duly called for such purpose, any Director may be removed with or without cause by the affirmative vote of the majority of the votes of the Members present and voting in person or by proxy, and a successor to complete the term of the Director so removed, may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at

the meeting. Any Director who becomes more than thirty (30) days delinquent in payment of any assessments and/or other charges due the Corporation, or who otherwise is not qualified to serve as a Director, shall automatically lose the position of Director and the remaining Directors shall appoint his or her successor as provided in Section 6 of this Article.

SECTION 8. Compensation. No compensation shall be paid to any Director for services as a Director. A Director may be reimbursed for his or her actual out-of-pocket expenses necessarily and reasonably incurred in connection with service as a Director upon approval by a majority of the current Board of Directors.

SECTION 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held at the first monthly meeting following the Annual membership meeting fixed and announced by the Directors at the meeting at which such Directors were elected, and no further notice of that meeting shall be necessary.

SECTION 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined by a majority of the Directors, but at least 2 such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to Members and to each Director, in any manner reasonably calculated to provide actual notice to the Members and Directors of the time, date and place of the meetings at least 6 days prior to the day named for such meeting.

SECTION 11. Special Meetings. Special meetings of the Board of Directors may be called by the President, or on the written request of at least one third (1/3) of the Directors. Notice shall be given to Members and to each Director, in any manner reasonably calculated to provide actual notice to the Members and Directors of the time, date and place of the meetings at least 3 days prior to the day named for such meeting unless exigent circumstances dictate a shorter time.

SECTION 12. Waiver of Notice. Before or at 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 the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice of the time, place and purpose thereof.

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 a 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 such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 14. Action Without Meeting. In the event of an emergency or other exigent circumstance, any action by the Board of Directors required or permitted to be taken at any meeting may be taken 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 shall require that all officers and employees of the Corporation and employees and owners of the Managing Agent handling or responsible for corporate or trust funds shall furnish adequate fidelity insurance and/or bonds. The premiums on such insurance and/or bonds shall be paid by the Corporation.

ARTICLE VI

OFFICERS

SECTION 1. Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer all of whom shall be Members and who shall be elected by the Board of Directors. The Directors may appoint assistants and such other officers

as in their judgment may be necessary.

SECTION 2. Election of Officers. The officers of the Corporation shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

SECTION 3. Removal of Officers. At any Board of Directors meeting duly constituted, upon an affirmative vote of a majority of the Members of the Board of Directors, any officer may be removed with or without cause, and a successor to complete the term of the officer so removed may then and there be elected to fill the vacancy thus created.

SECTION 4. President. The President shall be the chief executive officer of the Corporation. The President shall preside at all meetings of the Members and of the Board of Directors, and shall have all of the general powers and duties which are usually vested in the office of president of a corporation including, but not limited to, the power to appoint committees from among the Membership from time to time as the President may, in his or her discretion, decide is appropriate to assist in the conduct of the affairs of the Corporation.

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

SECTION 6. Secretary. The Secretary shall cause to be kept the minutes and resolutions of all meetings of the Board of Directors and the minutes and resolutions of all meetings of the Members of the Corporation; unless otherwise assigned to some other officer or the Managing Agent by the Board of Directors, the Secretary shall count all votes at meetings of the Council of

Unit Owners; the Secretary or the Managing Agent shall have charge of the Membership transfer books and of such other books and papers as the Board of Directors may direct; and he or she shall, in general, perform all the duties incident to the office of Secretary.

SECTION 7. Treasurer. The Treasurer shall cause to be properly kept, all corporate funds and securities, and shall monitor the Managing Agent, who shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation, and who shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of, the Corporation, in such depositories as may from time to time be designated by the Board of Directors.

SECTION 8. Compensation. The officers of the Corporation shall not be compensated for their services as officers, but may be reimbursed for any out-of-pocket expenses reasonably incurred on behalf of the Corporation upon approval of a majority of the current Board of Directors.

ARTICLE VII

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

SECTION 1. Liability and Indemnification of Officers and Directors. The Corporation shall indemnify every officer and director or the Corporation 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 proceedings, including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Corporation, to which the officer or director may be made a party by reason of being or having been an officer or director of the Corporation whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Corporation shall not be liable to the Members for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation,

except to the extent that such officers and directors are owners of condominium units, and the Corporation shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Corporation, or former officer or director of the Corporation may be entitled under the laws of the State of Maryland or otherwise.

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 Corporation. Newly appointed Directors shall disclose to the other Directors any affiliation with a contractor, firm or association with which the Corporation is currently under contract. All Directors and officers shall disclose their affiliation with any contractor, firm or association with which the Corporation is considering a contract or transaction. Interested Directors shall recuse themselves from any vote on a matter in which they have a pecuniary interest but shall be counted for purposes of quorum. Contracts and other transactions may be approved by a majority vote of the disinterested Directors. No contract or transaction is void or voidable by reason of any interested Director's actions provided that the contract or transaction is commercially reasonable to the Corporation at the time it is authorized, ratified, approved or executed.

ARTICLE VIII

MANAGEMENT

SECTION 1. Management and Common Elements. The Corporation by and through its Board of Directors shall manage, operate and maintain the condominium and, for the benefit of the condominium units and the owners thereof, shall enforce the provisions hereof and may pay out of the common expense fund herein elsewhere provided for, the following:

- (a) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility services for the common elements unless such service is provided by

Anne Arundel County, and to the extent that the same are not separately metered or billed to each condominium unit, for the condominium units.

(b) The cost of fire and extended liability insurance on the condominium and the cost of such other insurance as the Board of Directors may effect.

(c) The cost of the services of a person or firm to manage the project to the extent deemed advisable, together with the services of such other personnel as considered necessary for the operation of the condominium.

(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the condominium.

(e) The cost of repairs and maintenance, service, repairs and replacement of equipment for central services, the maintenance of paved areas and, in general, the cost of painting, maintaining, replacing, repairing and landscaping the common elements and such furnishings and equipment for the common elements as shall be determined necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Corporation to paint, repair, replace, or otherwise maintain the interior of any condominium unit or any fixtures, appliances or equipment located therein.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Corporation is required to secure or to pay for by law, or otherwise, or which in the discretion of the Board of Director shall be necessary or proper for the operation of the common elements; provided, however that if any of the aforementioned are provided or paid for the benefit of a particular condominium unit or units, the cost thereof shall be specially assessed to the owner or owners thereof in the manner provided in subsection

(g) of Section 1 of this Article below.

(g) 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 the common areas or to preserve the appearance or value of the condominium or is otherwise in the interest of the general welfare of all owners of the condominium; provided, however, that 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 costs 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 and obligation of said owner in all respects as provided in Article IX of these By-Laws.

(h) Any amount necessary to discharge any lien or encumbrance levied against the condominium, 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.

SECTION 2. Managing Agent. The Corporation may delegate any of its duties, powers or functions to the Managing Agent, the Corporation and the Board of Directors shall not be liable for any omission or improper exercise by the Managing Agent of any such duty, power or function so delegated.

SECTION 3. Right of Entry. The Corporation, by and through its Board of Directors, shall have an irrevocable right and an easement to enter units to make repairs to common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. Except in cases involving manifest danger to public safety

or property the Board of Directors shall make a reasonable effort to give notice to the owner of any unit to be entered for the purpose of such repairs. No entry by the Corporation for the purposes specified in this Article VIII, Section 3, may be considered a trespass.

SECTION 4. Easements for Utilities and Related Purposes. The Corporation is authorized and empowered to grant, and shall from time to time grant, such licenses, easements and/or right-of-way for sewer lines, water lines, electrical cables, telephone cables gas lines, storm drains, underground conduits, Cable TV and/or such other purposes related to the provision of public utilities to the condominium as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the elements or for the preservation of the health, safety, convenience and/or welfare of the owners of the condominium units.

SECTION 5 Limitation of Liability. The Corporation shall not be liable for any failure of water supply or other services to be obtained by the Corporation or paid for out of the common expense funds, or by the owner of any condominium unit, or any other person, or resulting from gases, electricity, water, snow or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance, or equipment. The Corporation shall not be liable to the owner of any condominium unit for loss or damage, by theft or otherwise, or articles which may be stored upon any of the common elements. No diminution or abatement of common expense assessments as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or to any condominium unit, or from any action taken by the Corporation to comply with the law, ordinance or with the order or directive of any governmental authority, or for dispossession of the unit owner by reason of fire or other casualty, except to the extent covered by master policy insurance.

SECTION 6. Corporation as Attorney-In-Fact. The Corporation is hereby irrevocably appointed as attorney-in-fact for the owners of all condominium units in the condominium, and

for each of them, to manage, control and deal with the interests of such owners in the common elements so as to permit the Corporation to fulfill all of its powers, functions and duties under the provisions of the Act, the Declaration, the By-Laws, and the duly adopted Rules and Regulations, and to exercise all of its rights thereunder and to deal with the condominium upon its destruction and/or the proceeds of any insurance indemnity as hereinafter provided. The foregoing shall be deemed to be a power of attorney coupled with an interest and the acceptance by any person or entity to any interest in any condominium unit shall constitute an appointment of the Corporation as attorney-in-fact as aforesaid.

SECTION 7 Duty to Maintain. Except for maintenance requirements herein imposed upon the Corporation, if any, the owner of any condominium unit shall, at his or her own expense, maintain the interior and exterior of his or her condominium unit and any and all equipment, appliances, fixtures, windows or doors therein situate, and its other appurtenances, including, without limitation, any balcony, terrace, patio, fences or garden appurtenant to such condominium unit and designated on the Condominium Plat as a limited common element reserved for exclusive use by the owner of a particular condominium unit, in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his or her condominium unit and such appurtenances. In addition to the foregoing, the owner of any condominium unit shall at his or her own expense, maintain, repair or replace any plumbing and electrical fixtures, heating and air conditioning equipment, whether within or without the unit so long as it serves one unit, light fixtures, refrigerators, freezers, dishwashers, disposals, ranges and/or other equipment that may be in or appurtenant to such condominium unit. The owner of any condominium unit shall also, at his or her own expense, maintain any other limited common elements which may be appurtenant to such condominium unit and reserved for his or her exclusive use in a clean, orderly and sanitary condition. Fences between adjacent owners are to be jointly maintained by said owners, who will equally bear all expenses for such maintenance, unless the negligence of one such owner is the primary cause for damage to the fence, in which case that owner will alone pay the cost of replacing or

repairing the fence. Notwithstanding any of the above, the Corporation may elect to mow and maintain any lawn within a limited common element area that is accessible.

ARTICLE IX

ASSESSMENTS AND CARRYING CHARGES

SECTION 1. Annual Assessments and Carrying Charges. Each Member shall pay to the Council of Unit Owners of the Corporation in advance, on or before the first day of each month, an annual sum, payable monthly (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12) of the Member's proportionate share of the sum required by the Corporation, as estimated by its Board of Directors, to meet its annual common expenses, including, but in no way limited to the following:

- (a) The cost of all operating expenses of the condominium and services furnished, including charges by the Corporation for facilities and services furnished by it; and
- (b) The cost of necessary management and administration, including fees paid to any Managing Agent; and
- (c) The amount of all taxes and assessments levied against the Corporation or upon any property which it may own or which it is otherwise required to pay, if any; and
- (d) The cost of fire and extended liability insurance on the project and the cost of such other insurance as the Corporation may effect; and
- (e) The cost of furnishing water, electricity, heat, garbage and trash collection and/or other utilities, to the extent furnished by the Corporation; and
- (f) The cost of funding contributions to the "Paid-in-Surplus" account and all

necessary replacements established by the Corporation, including, when appropriate, general operating allocations and/or replacement disbursements; and

(g) The estimated cost of repairs, maintenance and replacements of the condominium to be made by the Corporation.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for.

The Board of Directors of the Corporation and the Managing Agent shall prepare a proposed budget and cause the proposed budget to be sent to all Members not less than 60 days before the end of each fiscal year, followed by a meeting to discuss such proposed budget 30 days after notice is sent and before the Board votes on adoption of the budget. The Board of Directors shall make reasonable efforts to fix the amount of the assessment against each condominium unit for each assessment period at least thirty (30) days in advance of its effective date and shall, at that time, cause the Managing Agent to prepare a roster of the Membership and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any Member 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 assessment period, to fix assessments for that or the next 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 the assessments, 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 be exempted 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.

SECTION 2. Special Assessments.

In addition to the regular assessments authorized by this Article, the Corporation may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the project, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the Members representing at least two-thirds (2/3) of the total vote of the Corporation. A meeting of the Members shall be duly called for this purpose, written notice of which shall be sent to all Members at least ten (10) days but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting. Notwithstanding the above, the Board may impose a special assessment without Membership approval in an amount sufficient to bring the condominium into compliance with any law, rule, order or regulation of any governmental or quasi governmental agency.

SECTION 3. Repair and Replacement Reserve.

The Corporation shall obtain from the Members, contributions to capital on a regular monthly basis, which contributions will be used to establish a replacement and repair reserve. Such replacement reserve fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligation of, or fully guaranteed as to principal by, the United States of America.

The replacement reserve may be expended only for the purpose of effecting the replacement and repair of the common elements and equipment of the condominium as designated by the Board of Directors of the Corporation utilizing prescribed corporate accounting procedures. The amounts allocated to the replacement reserve may be adjusted by the Board of Directors based upon periodic replacement reserve analysis performed by a professional reserve analyst.

SECTION 4. Non-Payment of Assessments.

(a) Any assessment or any installment thereof, levied pursuant to these By-Laws, which is not paid on the date when due shall be delinquent and shall, together with interest at 18% or the maximum legal interest rate permitted to be charged thereon, whichever is greater, and a late charge of \$15.00 or 1/10 of the amount of the delinquent installment, whichever is greater, and any and all costs of collection thereof, including actual attorneys' fees, whether a lawsuit is instituted or not, and/or upon the taking of such action as is required by the Maryland Condominium Act, become a continuing lien upon the unit or units belonging to the Member against whom such assessment is levied and shall bind such unit or units in the hands of the then Member, his or her heirs, devisees, personal representatives and assigns. The obligation of a Member to pay such assessment shall, however, remain the personal obligation of such Member for the statutory period and a suit to recover a money judgment for non-payment of any assessment or any installment thereof levied pursuant to these By-Laws, may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure the same. The Board shall have the power of sale pursuant to the Maryland Contract Lien Act, Title 14, subtitle 2 Md. Real Prop. Code Ann. as amended from time to time, to foreclose on the liens established pursuant to the Act. In any action brought by the Board of Directors to foreclose a lien against a Condominium - Tanglewood II Regime, Inc. unit because of unpaid common charges, the Member shall be required to pay a reasonable rental for the use of the condominium unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

(b) Non-Payment of Assessments/Enforcement. Should a Member neglect, refuse or otherwise fail to pay an assessment or charge when due, in addition to any other recourse provided herein or by law, the following sanctions shall apply:

- (1) Payments received after the fifteenth day of the due date shall be subject to an automatic late charge \$15.00 or 1/10 of the amount of the delinquent installment, whichever is greater.

- (2) Payments received after the fifteenth day of the due date shall incur interest at 18% percent per annum or the highest rate of interest permitted under the Act, and shall accrue from the due date until paid.
- (3) Such costs and fees, including attorneys' fees that are incurred by the Corporation in the collection of the delinquent assessment shall become an additional assessment against the condominium unit and the Member having the delinquency and shall be collectible in the same manner as provided herein.

SECTION 5. Assessment Certificates. The Corporation shall, upon demand at any time, furnish to any Member liable for any assessment levied pursuant to these By-Laws (or any party legitimately interested in the same) a certificate in writing signed by an officer or agent of the Corporation, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Corporation for each certificate so delivered.

SECTION 6. Acceleration of Installments. Upon default of the timely payment of any one or more installments of any assessment levied pursuant to the Declaration or these By-Laws, the entire balance of said annual or other assessment may be accelerated at the option and upon resolution of the Board of Directors and be declared due and payable in full; provided, however, that a demand by the Corporation of payment of the entire balance of said annual or other assessment is not enforceable unless the Corporation, within 15 days following default in the timely payment of the monthly or other installment, notifies the Member in writing that, if the he or she fails to pay the delinquent installment within 15 days following the date of the notice, the entire balance of said annual or other assessment may be accelerated and declared due and payable in full.

SECTION 7. Priority of Lien. Except as otherwise provided in the Act, the lien established by the recordation of a Statement of Condominium Lien, as hereinbefore provided, shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- (a) General and Special assessments for real estate taxes on the condominium unit; and
- (b) The lien of any bona fide Purchase Money Deed of Trust or mortgage duly recorded on the condominium unit prior to the recordation of the Statement of Condominium Lien, or duly recorded on the condominium unit after receipt by the holder of any such mortgage (or the holder of the indebtedness or note secured thereby) of a certificate or statement in writing signed by an officer or agent of the Corporation stating the payments on account of all assessments levied by the Corporation against the condominium unit were current as of the date of recordation of such deed of trust, mortgage instrument or other encumbrance.

Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the condominium unit and made in good faith and for value received who comes into possession of the condominium unit pursuant to a foreclosure on any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any other purchaser at a foreclosure sale, shall take the condominium unit free of any claims for unpaid common expense assessments and carrying charges levied against the condominium unit which accrue prior to the foreclosure sale, except for claims for a proportionate share of such unpaid common expense assessments and carrying charges resulting from a reallocation of the condominium units in the condominium or as otherwise provided under the Act. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at any foreclosure sale from any liability for any common expense assessments and carrying charges thereafter becoming due, or from the lien established by the recordation of a Statement of

Condominium Lien with respect to any common expense assessments and carrying charges becoming due from the date of sale forward.

SECTION 8. Additional Default. Any recorded first mortgage secured on a Condominium - Tanglewood II Regime, Inc. unit in the condominium shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness or note secured thereby). Such mortgages shall also provide that, in the event of any default thereunder, the mortgagee shall have the right, at its option exercised by notice in writing to the mortgagor and the Secretary of the Corporation, to cast the votes appurtenant to the condominium unit which is security for the repayment of the mortgage debt at all meetings of the unit owners. Failure to include such provisions in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the holder of the indebtedness or note secured thereby) by reason of the provisions of this Article shall not be altered, modified, or diminished by reason of any such failure.

SECTION 9. Additional Rights of Mortgagees - Notice. The Corporation shall have the right to notify the holder of the first mortgage on any condominium unit for which any assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Corporation shall have the right to notify the holder of the first mortgage on any condominium unit with respect to which any provision of the Declaration or these By-Laws remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any notice shall not affect the priorities established by this Article, the validity of any assessment levied pursuant to the Declaration or these By-Laws or the validity of any lien to secure the same.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws except after ten (10) days' written notice to the holder of the first mortgage of record on the condominium unit which is the

subject matter of such suit or proceeding.

ARTICLE X

USE RESTRICTION

SECTION 1. Residential Use. All condominium units shall be used for private residential purposes exclusively except for such non-residential uses as may be permitted by the Board of Directors, the applicable zoning ordinance and recorded covenants and restrictions.

SECTION 2. Leasing. No portion of any unit (other than the entire unit) shall be leased for any period, and no transient tenants may be accommodated therein except as permitted below herein. Any person who shall lease a Condominium - Tanglewood II Regime, Inc. unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the condominium unit shall be subject to and subordinate in all respects to the provisions of the Declaration and these By-Laws and to such other rules and regulations relating to the use of the Common Elements or other "house rules" as the Board of Directors may from time to time promulgate. No condominium unit may be leased or rented for less than twelve (12) months, except that during June of each year, condominium units may be leased for up to 10 days to accommodate attendees of Naval Academy Commissioning. A copy of the Declaration and these By-Laws and any other "house rules" shall be kept in the leased condominium unit by the Member. The provisions of this Section shall not apply to any institutional mortgagee of any Condominium Unit who comes into possession of the unit by reason of any remedies provided by law, in such mortgage, or as a result of a foreclosure or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

SECTION 3. Prohibited Uses and Nuisances. Except as may be reasonable and necessary in connection with the repair or reconstruction of any portion of the condominium by

the Corporation:

(a) No noxious or offensive trade or activity shall be carried on within the condominium or within any condominium unit situate thereon, and no trade or activity shall be permitted which is an annoyance to the neighborhood or the other owners. No nuisances shall be permitted within the condominium, nor shall any use or practice be permitted within the condominium or within any condominium unit situate thereon, nor shall any use or practice be permitted which is or becomes a source of annoyance to the residents or which interferes with the peaceful use and possession thereof by the Members and/or residents. No loud or unusual noises shall be permitted between the hours of 11:00 o'clock p.m. and 8:00 o'clock am. This section is not to be construed to require the Corporation to intercede in neighbor to neighbor disputes.

(b) There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements (excepting those areas that may be designated for storage of personal property), or within or upon any parking unit (except for motor vehicles), without the approval of the Board of Directors. Vehicular parking upon general common elements may be regulated by the Board of Directors. Parking spaces and bicycle storage upon the general common elements may be assigned by the Board of Directors for use by the owners of particular condominium units.

(c) Nothing shall be done or maintained in any condominium unit or upon any common elements which will increase the rate of insurance on any condominium unit or common elements, 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 which would be in violation of any law. Members are required to maintain their units in good condition and repair, including but not limited to regular clearing of condensate lines, replacement of washing machine hoses, cleaning of dryer vents and hoses, cleaning of flues and chimneys, replacement

of water heaters and sealing of bathroom fixtures, all to prevent leaks and water damage to the condominium and other units. Members and residents are required to maintain the temperature in their condominium units such that it does not fall below 55 degrees Fahrenheit at all times. No waste shall be committed upon any common elements.

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

(e) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind, including but not limited to ducks, geese, pot-bellied pigs, miniature ponies, etc., regardless of number, shall be and is hereby prohibited within the condominium unit or upon any common elements, except that this shall not prohibit the keeping of an orderly dog, cat and/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 unless accompanied by an adult and they are carried or leashed and under control. Any Member who keeps or maintains any pet upon any portion of the condominium shall be deemed to have indemnified and agreed to hold the Corporation, each of its Members, the Board of Directors and Managing Agent 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. All dogs and cats must be properly licensed and inoculated as required by law. Any pet which is known to be dangerous or is inherently dangerous is prohibited from residing within any Unit, or from entering the Common Elements and facilities within the condominium. The Board of Directors shall have the right to cause any pet that is a nuisance or a danger to others, to be removed from the condominium and any condominium unit thereon. Violators of this Section shall be subject to any and all sanctions permitted by law or by the governing documents of the condominium.

(f) Except for such signs as may be posted by the Board of Directors for Corporation purposes and political election signs as permitted under the Act, no signs of any character shall be erected, positioned or displayed upon, in, from or about any condominium unit or common elements without the prior consent in writing of the Board of Directors and under such conditions as they may establish. Under no circumstances will signs offering the units for rent be posted on the outside of the units or upon the common elements.

(g) Except as herein elsewhere provided, no junk or inoperable vehicle or other vehicle on which current registration plates for that vehicle are not displayed, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the general common elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the common elements or within or upon any condominium unit. A "commercial vehicle" includes but is not limited to: 1) any vehicle that is that has commercial registration plates and/or is included in the County Code as being defined as commercial; 2) any vehicle with commercial logo or business advertisement on the exterior excluding police and law enforcement vehicles); 3) any private or public school or church bus or van; 4) any vehicle used for commercial purposes that also carries tools of the trade or building supplies, etc. in public view.

(h) No part of the common elements shall be used for commercial activities of any character. No person or entity shall establish, operate, or use any condominium unit, or any part of the common element, as a family day care home. The prohibition stated herein on family day care homes, may be eliminated, by the vote of a simple majority of the total eligible voters of the Corporation under voting procedures contained in the Declaration and Bylaws and upon recordation of such change among the County Land Records.

(i) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any condominium unit or upon any common elements. Trash and garbage containers

shall be deposited with care in containers or trash chutes designated for such purpose during such hours as may from time to time be designated by the Board of Directors.

(j) No recreational equipment or structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common elements at any time. Outside clothes dryers or clothes lines shall not be maintained upon any common elements at any time, except as may permitted by the Act. No clothing, laundry or the like shall be hung from any part of any condominium unit or upon any of the common elements or from or upon any balcony or patio.

(k) No outside television or radio aerial, antenna, or satellite dish for reception or transmission of a radio or television signal, shall be maintained upon any condominium unit or upon any common elements without the prior written consent of the Board of Directors and except as may be permitted by law.

(l) No Member shall engage or direct any employee of the Corporation on any private business of the Member during the hours such employee is employed by the Corporation or the Managing Agent nor shall any Member direct, supervise or in any manner attempt to assert control over such employee.

(m) There shall be no violation of any rules for the use of the common elements or other "house rules", which may from time to time be adopted by the Board of Directors and promulgated among the Membership by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt and to solely interpret such rules.

(n) No unlawful use shall be made of any condominium unit or any portion of the common elements and all laws, zoning and other ordinances, regulations of governmental and other municipal bodies and the like shall be observed at all times.

ARTICLE XI**ARCHITECTURAL CONTROL**

SECTION 1. Architectural Control Committee. Except for the original construction and except for the purposes of proper maintenance and repair or as otherwise in the By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, paint, remove or construct any item or thing, including but not limited to; lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, paving stones, and/or walls, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any condominium unit or upon any of the common elements within the condominium or to combine or otherwise join two or more condominium units, or to partition the same after combination, or to remove or alter any windows or exterior doors of any condominium unit, or to make any change or alterations within the condominium unit which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other Member, materially increase the costs of operating or insuring the condominium or impair any easement, until the complete plans and specifications, showing the location, nature, shape, height, materials, color and form of change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the cost of maintaining and insuring the condominium and harmony of design, color and location in relation to surrounding structures and topography, by the Board of Directors of the Corporation, or by an architectural control committee designated by it.

SECTION 2. Architectural Control Committee - Operation. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Corporation and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural

Control Committee, then the Board of Directors shall constitute the Committee. The Architectural Control Committee, if not constituted by the Board of Directors, shall have no power to adopt new rules or regulations but must act within the guidelines and parameters set by the Board of Directors. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. In no event shall the powers and duties herein provided in any way alter or effect the ultimate control or powers of the Board of Directors as provided in these By-Laws, and in no event may an act of a designated Architectural Control Committee control or pre-empt any Board of Directors act, decision or guideline.

SECTION 3. Approvals. etc. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve or disapprove the plans and specifications as deemed sufficient for making a decision by the Committee which may be submitted to it pursuant to the provisions of this Article within forty-five (45) days after such plans and specifications (and all materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

SECTION 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within one (1) month following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within two (2) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify in its approval. In the event

construction is not commenced within the period aforesaid, then approval for the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

SECTION 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee in accordance with the provisions of this Article, the Architectural Control Committee shall at the request of the owner thereof issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements reference in such certificate have been approved by the Architectural Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of these By-Laws as may be applicable. The Architectural Control Committee may charge a reasonable fee, not to exceed One Hundred Dollars for any costs associated with inspection of the construction, alteration or other improvements or issuance of the certificate of compliance.

SECTION 6. Rules and Regulations etc. The Board of Directors may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of these By-Laws. The Architectural Control Committee may charge and collect a

reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural Control Committee shall be final unless in derogation of the Board of Directors' guidelines and/or decisions, except that any Member who is aggrieved by any action or forbearance from action by the designated Architectural Control Committee may appeal the decision of the designated Architectural Control Committee to the Board of Corporation, and, upon request of each Member, shall be entitled to a of Directors.

ARTICLE XII

INSURANCE

SECTION 1. Insurance. The Board of Directors shall obtain and maintain, to the extent reasonably available, at least the following:

(a) Property insurance on the common elements and units, improvements and betterments installed in units by unit owners, in an amount equal to replacement value (i.e. 100% of the "replacement cost exclusive of land, foundation and excavation) of the condominium (including all building service equipment and the like) with an "agreed amount" endorsement, a "condominium replacement cost" endorsement, an "Increased Cost of Construction Endorsement" and a "contingent liability from operation of building laws" endorsement or any equivalents for said endorsements without deduction or allowance for depreciation (as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage). Such coverage to afford protection against at least the following:

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

(ii) Such other risks as shall customarily be covered with respect to condominiums similar in construction, location and use, including, but not limited to, costs of

demolition, vandalism, malicious mischief windstorm, water damage, machinery explosion or damage, and flood insurance coverage if the property is in an area identified as having special flood hazards and the sale of flood insurance is available under the National Flood Insurance Act of 1968 as amended from time to time, and such other insurance as the Board of Directors may from time to time determine; and

(b) Public liability insurance with a "severability of interest" endorsement in such amounts and in such forms as may be considered appropriate by the Board of Directors including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, liability for property of others, and any and all other liability incident to the ownership and/or use of the condominium or any portion thereof~ and

(c) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(d) A "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for the officers and directors of the Corporation (and committee members if deemed appropriate by the Board of Directors) 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 (or committee member) shall have been a party by reason of his or her services as such; and

(e) 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; and

(f) The Board of Directors shall obtain adequate fidelity bonds for itself and all officers, employees of the Association, and others handling or responsible for Association funds, including the employees and owner or owners of any management company serving the

Corporation. Such bonds or insurance shall name the Association as the insured and shall be written in an amount not less than one and one-half times the amount of the condominium's estimated monthly operating expenses and reserves, or in accordance with the Act, and shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. The premiums on such bonds shall constitute a common expense of the Association.

SECTION 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written with a company or companies licensed to do business in the State of Maryland and holding a rating of in Best's Insurance Guide, of A+ or better and designated as being in a financial category of VI or better.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors, as a trustee for the owners of the condominium units, or its authorized representative, including any trustee with which the Corporation may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be herein elsewhere referred to as the "Insurance Trustee".

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the condominium units or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Corporation pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) Such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, 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 or any act of neglect or negligence on the part of any of them.

(e) All policies shall provide that such policies may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insureds named thereon.

(f) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash payment, such option shall not be exercisable without the prior written approval of the Board of Directors (or any Insurance Trustee) or when in conflict with the provisions of any Insurance Trust Agreement to which the Corporation may be a party.

(g) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Corporation, the Board of Directors, and the owner of any condominium unit of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

SECTION 3. Individual policies. The owner of a condominium unit shall obtain additional condominium unit property insurance (including a "condominium unit-owner's endorsement" for improvement and betterments to the condominium unit made or acquired at the expense of the owner), any coverage for any master policy insurance deductible, at his or her own expense. Evidence of such policy shall be promptly provided to the Board of Directors or its Managing Agent upon request. It is recommended that each owner or resident of a condominium unit in the condominium obtain, in addition to the insurance hereinabove required, a "Tenant's Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the condominium unit, additional living expense,

vandalism or malicious mischief, theft, personal liability and the like.

SECTION 4. Endorsements etc. The Board of Directors, at the request of any owner of any condominium unit in the condominium or at the request of the mortgagee of any such condominium unit, shall promptly obtain and forward to such owner or mortgagee (a) an endorsement to any of the policies aforementioned in this Article showing the interest of such owner or mortgagee as it appear, and (b) certificates of insurance relating to any of such policies. Copies of any such policies shall be kept at the business offices for the condominium and available for inspection and copying by Members, their agents and attorneys.

ARTICLE XIII

CASUALTY DAMAGE - RECONSTRUCTION OR REPAIR

SECTION 1. Use of Insurance Proceeds. In the event of damage or destruction by fire or other casualty, the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specification with the proceeds of insurance available for that purpose, if any.

SECTION 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any casualty not insured against, the repair or reconstruction of the damage shall be accomplished promptly by the Corporation at its common expense. The ratable share of the expense of such repairs or reconstruction shall be assessed against the condominium unit and Members responsible as determined by the Board of Directors in its sole discretion, and such assessment shall be collectible as provided in Article IX of these By-Laws. In the event that the proceeds of casualty insurance are paid to any Insurance Trustee pursuant to the requirements of Section 4 of this Article, then all funds collected from the unit owners of the condominium units pursuant to this Section 2 shall likewise be paid over so such Insurance

Trustee and shall be disbursed by such Insurance Trustee in accordance with the provisions of Section 4 of this Article.

SECTION 3. Restoration Not Required. In the event more than two-thirds (2/3) of the entire project is substantially damaged or destroyed by fire or other casualty and the Members do not promptly and unanimously resolve to proceed with repair or reconstruction, then and in that event the project will be deemed to be owned in common by the owners of all of the condominium units in the same proportion as that previously established for ownership of appurtenant undivided interests in the common elements and the project shall be subject to an action for partition at the suit of the owners of any condominium unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of insurance paid to the Corporation or its Members in common, shall be considered as one fund and shall be divided among the owners of all the condominium units in the same proportion as that previously established for ownership of appurtenant undivided interests in the common elements, after first paying out of the share of the owners of any condominium unit, to the extent such share is sufficient for the purpose, all liens upon said condominium unit in accordance with the priority of interests in each unit.

SECTION 4. Insurance Trustee. Except for losses involving the substantial damage or destruction of more than two-thirds (2/3) of the condominium, where the Members do not resolve to proceed with repair or reconstruction, as in Section 3 of this Article provided for, in the event the cost of reconstruction or repair (as estimated by the Board of Directors) shall exceed an amount equal to five percent (5%) of the full replacement value of the condominium, as estimated by the Board of Directors and the insurer pursuant to the requirements of Section 1 of this Article for the period during which such loss was sustained, and the institutional holder of any mortgages or other obligation secured by any condominium unit or units in the aggregate principal sum of more than \$150,000.00 (hereinafter in this Section 4 called the "mortgagee") shall so require, all proceeds of insurance shall be paid over to a trust company or bank wherein

the condominium is located, selected by the Board of Directors with the approval of the mortgagee, and shall be paid out from time to time as the reconstruction or repair progresses in accordance with the provisions of an Insurance Trust Agreement satisfactory in form and substance to the mortgagee and which contain, inter alia the following provisions:

(a) The reconstruction or repair shall be in charge of an acceptable builder, architect or engineer, who may be an employee of the Corporation, satisfactory to the mortgagee, and hereinafter in this Section 4 called the "architect".

(b) Prior to the commencement of the reconstruction or repair, other than such work as may be necessary to protect the condominium from further damage, the mortgagee shall have approved the plans and specifications for such reconstruction or repair, which approval shall not be unreasonably withheld or delayed.

(c) Unless otherwise required by the mortgagee, each request for an advance of the proceeds of insurance shall be made to the mortgagee at least ten (10) days prior to delivery to the Insurance Trustee and shall accompanied by a certificate from the architect to the effect that (i) all work then completed has been performed in accordance with the plans and specifications and all building codes or other similar governmental requirements; and (ii) the amount request to be advanced is required to reimburse the Board of Directors for payments previously made by the Board of Directors or is due to the contractor responsible for the restoration or repair, or to subcontractors, materialmen, laborers, engineers, architects or to other persons responsible for services or materials in connection with such restoration or repair, or for fees or the like necessarily incurred in connection with the same; and (iii) when added to amounts previously advanced by the Insurance Trustee, the amount requested to be advanced does not unreasonably exceed the value of the work done and materials delivered to the date of such request.

(d) Each request for an advance of the proceeds of insurance shall, if required

by the mortgagee, be accompanied by satisfactory waivers of liens covering that portion of the repair or reconstruction for which payment or reimbursement is being requested, together with appropriate evidence from a title insurance company or the like to the effect that there has not been filed with respect to the condominium any mechanic's or other lien, or notice of intention to file the same, which has not been dismissed or satisfied of record.

(e) The fees and expenses of the Insurance Trustee, as agreed upon by the Board of Directors and the Insurance Trustee, shall be paid by the Corporation as a common expense, and such fees and expenses may be deducted from any insurance proceeds in the hands of the Insurance Trustee, pro rata as the reconstruction or repair progresses.

(f) Such other provisions not inconsistent with the provisions hereof as the Board of Directors, the Insurance Trustee or the mortgagee may reasonably require.

Upon completion of the reconstruction or repair and payment in full of all amounts due on account thereof, any proceeds of insurance then in the hands of the Insurance Trustee shall be paid to the Board of Directors and shall be considered as one fund and shall be divided among the owners of all of the condominium units in the same proportion as that previously established for ownership of appurtenant undivided interests in the common elements, after first paying out of the share of the owner of the condominium unit to the extent such payment is required by any lienor and to the extent the same is sufficient for the purpose, all liens upon said condominium unit, in accordance with the priority of interest in each unit.

ARTICLE XIV

FISCAL MANAGEMENT

SECTION 1. Fiscal Year. The fiscal year of the Council of Unit Owners of the Corporation shall begin on the first day of January every year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should condominium

practice subsequently dictate.

SECTION 2. Books and Accounts.

Books and accounts of the Corporation shall be kept under the direction of the Treasurer in accordance with good accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the condominium and its administration and shall specify the maintenance and repair expenses of the general and limited common elements and services and any other expenses incurred. That amount of any assessment required for payment on any capital expenditure of the Corporation may, in the discretion of the Board of Directors; be credited upon the books of the Corporation to the "paid-in-Surplus" account as a capital contribution by the Members.

SECTION 3. Auditing.

At the close of each fiscal year, on the request of not less than five percent (5%) of the unit owners, the books and records of the Corporation shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards, consistently applied. An annual review of the financial records shall be conducted by an independent financial consultant at year end. The Corporation shall furnish its Members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Corporation.

SECTION 4. Inspection of Books.

The books and accounts of the Corporation vouchers accrediting the entries made thereupon and all other records maintained by the Corporation shall be available for examination by the Members and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any condominium unit and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

SECTION 5 Execution of Corporation Documents.

With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Corporation by

either the President, Vice President or the Managing Agent, and all checks shall be executed on behalf of the Corporation by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

ARTICLE XV

PARKING

SECTION 1. General Requirements. Nothing shall be stored upon any parking space nor shall the same be permitted to accumulate trash or debris. Each unit owners shall comply in all respects with such supplementary rules and regulations which are not inconsistent with the provisions of these By-Laws which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the condominium and the Board of Directors is hereby, and elsewhere in these By-Laws authorized to adopt such rules and regulations.

In the event the Board of Directors elects to assign parking spaces within the condominium which it is expressly empowered to do, the Board of Directors may make additional reasonable efforts to assign parking spaces in a manner calculated to make reasonable adjustment to accommodate the elderly and handicapped.

ARTICLE XVI

AMENDMENT

SECTION 1. Amendments. These By-Laws may be amended by the affirmative vote of unit owners representing at least sixty-six and two-thirds percent (66 and 2/3%) of the total votes of the Council of Unit Owners and/or the Corporation at any meeting of the Member duly called for such purpose in accordance with the provisions of Title 11, Real Property Article of the

Annotated Code of Maryland effective only upon the recordation among the Land Records of Anne Arundel County, Maryland together with a certificate in writing of the President of the Council of Unit Owners stating that the amendment was approved as aforesaid. Amendments may be proposed by the Board of Directors or by petition signed by unit owners representing at least thirty percent (30%) of the total votes of the condominium. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be vote upon.

ARTICLE XVII

MORTGAGEE - NOTICE

SECTION 1. Notice to Board of Directors. Any owner of any condominium unit in the condominium who mortgages such unit shall promptly notify the Board of Directors of the name and address of his mortgagee, and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

SECTION 2. Consents. Any other provision of these By-Laws or of the Declaration to the contrary notwithstanding, the Council of Unit Owners and/or the Corporation shall not, and neither the Members nor the Board of Directors shall institute any proceeding without the prior written consent of seventy-five percent (75%) of the first mortgagees of record, to take any of the following actions:

(a) Abandon or terminate the condominium except for abandonment or termination provided in the Condominium Act in the case of substantial damage or destruction of the condominium by fire or other casualty or in the case of a taking by condemnation or eminent domain; or

(b) Modify or amend any material provision of the Declaration or of these By-Laws,

including, but without limitation, any amendment which would change the percentage interests of the unit owners in the common expenses and common profits of the condominium or the voting rights of the unit owners; or

(c) Modify the method of determining and collecting common expense assessments or other assessments as provided in Article IX of these By-Laws; or

(d) By act or omission seek to abandon partition, subdivide, transfer, encumber, sell or otherwise dispose of any of the common elements of the condominium; the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium shall not be deemed a transfer within the meaning of this clause; or

(e) Resolve to use the proceeds of casualty insurance for any purpose other than the repair or restoration of the condominium; or

(f) Fail to employ a professional manager for the condominium.

SECTION 3. Subdivision or Partition. No condominium unit in the condominium shall be subdivided or partitioned without the prior written approval of the holder of any first mortgage on such condominium unit.

SECTION 4. Casualty losses. In the event of substantial damage or destruction of any condominium unit or any part of the common element of the condominium, the Board of Directors of the Corporation shall give prompt written notice of such damage or destruction to the holders of all first mortgagees of record on the condominium units. No provision of the Declaration of these By-Laws shall entitle any unit owner to any priority over the holder of any first mortgage of record on his condominium unit with respect to the distribution to such unit

owners of any insurance proceeds. The Corporation shall give the first mortgagees notice of any casualty loss exceeding Ten Thousand Dollars (\$10,000.00).

SECTION 5. Condemnation or Eminent Domain. In the event any condominium unit or any part of the common elements of the condominium is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority then the Board of Directors for the Corporation shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the condominium units. No provision of the Declaration or these By-Laws shall entitle any unit owners to any priority over the holder of any first mortgage of record on his condominium unit with respect to the distribution to such unit owners of the proceeds of any condemnation award or settlement. The corporation shall give FHLMC notice (c/o Servicer at Servicer's address) in writing of any loss to, or taking of, the common elements of the condominium if such loss or taking exceeds \$10,000.00 or damage to a Condominium - Tanglewood II Regime, Inc. unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.00.

SECTION 6. Exemption. Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal".

SECTION 7. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgage and the term "mortgage" shall include a deed of trust. As used generally in these By-Laws, the term "institutional holder" or "institutional mortgage", shall include, banks, trust companies, insurance companies, savings and loan associations, pension funds, FNMA, FHLMC, all corporations and any agency or department of the United States Government or of any state or municipal government.

ARTICLE XVIII

COMPLIANCE - INTERPRETATION - MISCELLANEOUS

SECTION 1. Compliance. These By-Laws are set forth in compliance with the requirements of Title 11, Real Property Article of the Annotated Code of Maryland.

SECTION 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of Title 11, Real Property Article of the Annotated Code of Maryland. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statute. In the event of any conflict between these By-Laws and the Declaration, the provision of the Declaration shall control; and in the event of any conflict between the aforesaid Declaration and Title 11, Real Property Article of the Annotated Code of Maryland the provisions of the statute shall control.

SECTION 3. Liability of Unit Owners. Except in proportion to his percentage interest in the common elements, no unit owner personally is liable (1) for damages as a result of injuries arising in connection with the common elements solely by virtue of his ownership of a percentage interest in the common elements; or (2) for liabilities incurred by the Council of Unit Owners or the Corporation.

SECTION 4. Remedies for Violations Against Unit Owners and/or Members. If any unit owner fails to comply with this title, the Declaration, By-Laws, and/or Rules and Regulations, the unit owners may be sued for damages caused by the failure or for injunctive relief, or both, by the Council of Unit Owners and/or the Corporation and by any other unit owners. In the event that the Association is the prevailing party in any lawsuit or other action brought to enforce the covenants, conditions or restrictions contained in this Declaration, its Bylaws or duly adopted Rules and Regulations against a unit owner, the Association shall be entitled to an award of its litigation expenses, including but not limited to reasonable attorneys fees of not less than one thousand dollars.

SECTION 5. Enforcement - Additional sanctions for violations. In addition to any other

remedies provided to the Board of Directors by the Declaration and these Bylaws, the Condominium by a majority vote of the Board of Directors shall be empowered to levy reasonable fines in accordance with Section 11-113 of the Maryland Condominium Act against the Unit Owner found to be in violation of the Declaration, Bylaws and/or duly adopted Rules and Regulations. Any fine levied by the Board of Directors must be paid within 30 days. In the case of non-payment of any fine, the Corporation or Condominium may pursue collection of the fine in the same manner and with the same rights as if the fine was an unpaid assessment owed to the Corporation or the Condominium.

SECTION 6. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

SECTION 7. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

SECTION 8. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be determined to have abrogated or waived by reason of any failure or failures to enforce the same.

SECTION 9. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

SECTION 10. Gender. etc. Whenever in these By-Laws the context so require the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

The foregoing Amended and Restated By-Laws shall take effect immediately upon recordation among the Land Records of Anne Arundel County, Maryland.

ATTEST:

Nelson C. Horine, II NELSON C. HORINE, II

President, Council of Unit Owners of Bay Hill Townhouses, a Condominium -
Tanglewood II Regime, Inc.

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY that on the 23rd day of April, 2014, I was the President of the Condominium and that, by virtue of said office, I was the person specified by the By-Laws and the Board of Directors of said Condominium to count votes at meetings of the Council of Unit Owners of Bay Hill Townhouses, a Condominium - Tanglewood II Regime, Inc. I further certify that the foregoing Amended and Restated By-Laws of the Council of Unit Owners of Bay Hill Townhouses, a Condominium - Tanglewood II Regime, Inc. was on that date approved by the affirmative vote of unit owners of said condominium having at least seventy-five percent (75%) or more of the votes of said Council of Unit Owners (and at least sixty-six and two-thirds percent (66 2/3%) or two-thirds of the percentage interests of the common elements of said condominium) at a meeting of said Council of Unit Owners for which due written notice was provided to each Unit Owner in said Condominium. Said amendment to become effective upon recordation among the Land Records.

AS WITNESS my hand and seal.

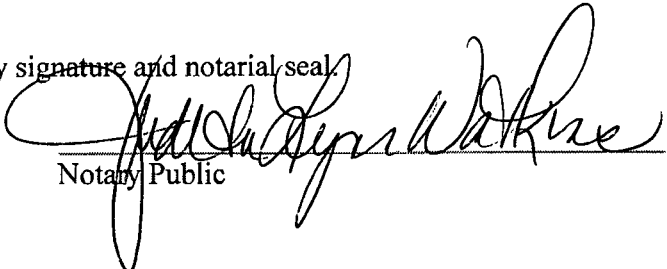
ATTEST:

Nelson C. Horine, II (SEAL)
President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 23 day of APRIL, 2015, before me, the subscriber, a Notary Public in and for the aforesaid state and county, personally appeared NELSON C HORING II who is known to me to be the person whose name is subscribed to the foregoing Certificate of Approval, and the President of the Condominium, and said person made oath in due form of law that the matters and facts stated in said Certificate of Approval are true and said person acknowledged the execution of the foregoing Amended and Restated By-Laws as the act and deed of the Council of Unit Owners of Bay Hill Townhouses, a Condominium - Tanglewood II Regime, Inc. and that said person has the authority to act on the Condominium's behalf.

AS WITNESS my signature and notarial seal.


Notary PublicMy Commission Expires: 5-14-2017