Amended By-Laws of Casa Del Sol Condominium Association

ARTICLE I

Section 1. Name and Location. The name of this unincorporated association is Casa Del Sol Condominium Association (the "Association", "Council of Unit Owners", or "Condominium" or "Membership"). The locations of the Condominium are 614-680, 700-736, 770A-770D 94th Street, Ocean City, Maryland 21842. The mailing address of the Association and the Board of Directors shall be the same as the managing agent of the Association.

ARTICLE II

Definitions

Section 1. <u>Definitions.</u> Both the term "Declaration" and the term "Master Deed" as used herein means Condominium Master Deed made September 22, 1977, by Irwin B. Lindenberg, Carole L. Lindenberg, J&L Landscaping, Inc., *et al.*, in which certain described premises (including land) were submitted to a condominium property regime, which Master Deed was recorded among the Land Records for Worchester County, Maryland, Liber No. 599, folio 39, *et seq.*

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 Master Deed or in Title 11 of the Real Property Article of the Annotated Code of Maryland, known as the Maryland Condominium Act (the "Act").

ARTICLE III

Membership

Section 1. <u>Members.</u> Every person, group of persons, corporation, trust or other legal entity, or any combination thereof, which owns a Condominium Unit within the Condominium complex shall be a member of the Association 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 any obligation shall not be a member.

Section 2. <u>Personal Application.</u> All present and future owners of a Condominium Unit within the Condominium complex, and all of their tenants, guests, invitees, employees, or other occupants, or any other persons who might utilize the common elements in any manner or gain entry to any Unit by traveling over or through the common elements, are subject to the rules, regulations and requirements set forth in these Amended By-Laws, the rules or regulations currently in effect or hereinafter established in accordance with the Act, the provisions of the Master Deed, and the laws of the Town of Ocean City and the State of Maryland. The mere acquisition or rental of any of the Units of the Condominium complex or of occupancy of any of

the Units will signify that the Master Deed, these By-Laws, and the rules and regulations of the Association are accepted, ratified, binding and will be complied with by all persons so acquiring, renting or otherwise occupying any such Unit.

- Section 3. Roster. The Association shall maintain a current roster with the contact information for each Unit Owner. That information shall include names and addresses, telephone and facsimile numbers, and electronic mail addresses of each Unit Owner. Each Unit Owner shall provide this information to the Association, and no Unit Owner may vote at a meeting of the Council of Unit Owners until such information is provided. Each Unit Owner shall notify the Association of any change of this information within 30 days.
- Section 4. <u>Liquidation Rights</u>. In the event of any voluntary or involuntary dissolution of the Association, each member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the members an amount equal to that proportion of such assets which his/her percentage interest of the Master Deed bears to all percentage interests.

ARTICLE IV

Meeting of Members

- Section 1. <u>Place of Meetings.</u> Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.
- Section 2. <u>Annual Meetings.</u> The annual meeting of the Council shall be held on a Saturday (Non Legal Holiday) in the month of April or May, or as otherwise determined by the Board of Directors, but, in any event, not later than as may be required by statute. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of these Amended By-Laws. The members may also transact such other business of the Association as may properly come before them. Failure to hold an annual meeting at the designated time, however, shall not invalidate the Council's existence or affect its otherwise valid acts.
- Section 3. <u>Special Meetings.</u> It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least fifteen (15) of the Units having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by the affirmative vote representing a majority of the percentage interests as shown in the Master Deed, either in person or by proxy.
- Section 4. Notice of Meeting. It shall be the duty of the Secretary of the Board of Directors to send a notice by mail or electronic transmissions of each annual or special meeting stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his/her address as it appears on the membership book of the Association, or if no address appears, at his/her last known address, at least ten (10) but not more than ninety (90) days prior to

such meeting. Service may also be accomplished by the delivery of such notice to the member in person or by electronic transmission as further set forth herein. Notice by any such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him/her of the time, place and purpose thereof.

The Council shall provide Unit Owners notice of a meeting or deliver information by mail or electronic transmissions, provided the Unit Owner gives the Council prior written authorization to provide notice of a meeting or deliver information by electronic transmission, and an officer or agent of the Council certifies in writing that the Council has provided notice of a meeting or delivered material or information as authorized by the Unit Owner. Notice or delivery by electronic transmission shall be considered ineffective if the Council is unable to deliver two consecutive notices, and the inability to deliver the electronic transmission becomes known to the person responsible for the sending of the electronic transmission. The inadvertent failure to deliver notice by electronic transmission does not invalidate any meeting or other action.

- Section 5. Quorum. The presence, either in person or by proxy, of members representing at least a majority of the total votes appurtenant to all Units shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of quorum is raised, no business may thereafter be transacted.
- Section 6. Adjourned Meetings. If the number of persons present in person or by proxy at a properly called meeting of the Council of Unit Owners is insufficient to constitute a quorum, another meeting of the Council of Unit Owners may be called for the same purpose if the notice of the meeting stated that the procedure authorized by this paragraph might be invoked, and by majority vote, the Unit Owners present in person or by proxy call for the additional meeting. Fifteen (15) days' notice of the time, place, and purpose of the additional meeting shall be delivered, mailed, or sent by electronic transmission if the requirements for delivering notice of meetings by electronic transmission are met, to each Unit Owner at the address shown on the roster of members of the Council of Unit Owners. The notice shall contain notice that at the additional meeting, the Unit Owners present in person or by proxy constitute a quorum. At the additional meeting, the Unit Owners present in person or by proxy shall constitute a quorum. Unless the By-Laws provide otherwise, a majority of the Unit Owners present in person or by proxy:
 - a) May approve or authorize the proposed action at the additional meeting; and
- b) May take any other action that could have been taken at the original meeting if a sufficient number of Unit Owners had been present. This paragraph may not be construed to affect the percentage of votes required to amend the Declaration or By-Laws or to take any other action required to be taken by a specified percentage of votes.
- Section 7. <u>Voting.</u> Except as otherwise provided herein, at any meeting of the members, the Owner or Owners of each Condominium Unit shall be entitled to one vote in all matters pertaining to the government or management of the Condominium. The vote of the members representing a majority of the total represented at the meeting, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute, or the Master Deed or of these Amended By-Laws, a different vote is

required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless an objection or protest by any other owner of such membership is noted at such meeting.

Unit Owners may submit a vote or proxy by electronic transmission if the electronic transmission contains information that verifies that the vote or proxy is authorized by the Unit Owner or the Unit Owner's proxy. If these Amended By-Laws should require voting by secret ballot and the anonymity of voting by electronic transmission cannot be guaranteed, voting by electronic transmission shall be permitted if Unit Owners have the option of casting anonymous printed ballots.

No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors if the Council of Unit Owners has recorded a lien for non-payment of condominium fees or assessments against that Owner's Unit, and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 8. Proxies. A member may appoint any person as his/her proxy. Any proxy must be in writing and must be filed with the Secretary in a form approved by the Board of Directors by the appointed time of each meeting. A proxy who is not appointed to vote as directed may be used for purposes of meeting quorums and to vote for matters of business before the Council of Unit Owners, other than an election of officers and members of the Board of Directors. Only a Unit Owner voting in person or a proxy voting for candidates designated by a Unit Owner may vote for members of the Board of Directors. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or for a period of one hundred eighty (180) days, whichever shall first occur.

- Section 9. <u>Order of Business</u>. The order of business at all regularly scheduled meetings of the regular members shall be as follows:
 - (a) Roll call and certification of proxies.
 - (b) Proof of notice of meeting or waiver of notice.
 - (c) Reading of minutes of preceding meeting.
 - (d) Financial Report
 - (d) Reports of Officers
 - (e) Business of the Condominium
 - (f) Old or Unfinished Business
 - (g) New Business
 - (h) Report of Violations
 - (I) Election of Board of Directors at an Annual Meeting

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

ARTICLE V

Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors, all of whom shall be Members in Good Standing in the Association. The minimum number of Directors of the Condominium shall be five (5), until such time as the number of Directors is changed as herein provided. By vote of the membership, the number of Directors may be increased or decreased, from time to time, to not more than seven (7) nor less than five (5) Directors, but the tenure of office of a Director shall not be affected by any decrease in the number of Directors.

Unit owners shall be considered to be a Members in Good Standing if they:

- a) are not delinquent per the By-Laws;
- b) have no recorded violations of the governing documents or house rules and regulations;
- c) attend at least 75% of Board Meetings after elected to the Board;
- d) participate in Board Meetings after election to the Board; and
- e) are not more than 45 days behind in the payment of Association dues or assessments.

Only one (1) individual from a group of Owners of one or more Units is eligible to be elected as a member of the Board of Directors. For example (and not by way of limitation), in the case of a Unit or group of Units owned by a married couple, only one spouse is eligible to be elected as a member of the Board of Directors. In the case of a Unit or group of Units owned by tenants in common or joint tenants with right of survivorship, only one of the tenants in common or joint tenants may be elected as a member of the Board of Directors. In a case of a Unit or group of Units owned by a corporation, only one shareholder of said corporation may be elected as a member of the Board of Directors. In the case of a Unit or group of Units owned by a limited liability company, only one of the company's members may be elected to the Board of Directors.

- Section 2. <u>Elections.</u> A Unit Owner may nominate himself/herself or any other Unit Owner to be a member of the Board of Directors. A call for nominations shall be sent to all Unit Owners not less than forty-five (45) days before notice of an election is sent. Only nominations made at least fifteen (15) days before notice of an election shall be listed on the election ballot. Candidates shall be listed on the ballot in alphabetical order with no indicated candidate preference. Nominations may be made from the floor at the meeting at which the election to the Board is held. Election materials prepared with funds of the Council of Unit Owners shall list candidates in alphabetical order and may not indicate a candidate preference. In all elections for Directors, every Owner shall have the right to vote for as many persons as there are Directors to be elected.
- Section 3. <u>Powers and Duties.</u> The Board of Directors shall have and shall exercise all the powers and duties necessary for the administration of the affairs of the Association and the Condominium complex and may do all such acts and things except for those acts and things which are by law or by these Amended By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but are not limited to, the following:

- a) To provide for the care, upkeep and maintenance of the Condominium complex and its general and limited common elements and services in a manner consistent with law and the provisions of these Amended By-Laws and the Master Deed.
- b) To establish and provide for the collection of assessments and/or carrying charges from the members and for the establishment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these Amended By-Laws and the Master Deed.
- c) To establish reasonable reserve funds for emergencies and unforeseen contingencies and for repair and replacement of common elements consistent with the Maryland Condominium Act.
 - d) To obtain adequate insurance for the Condominium.
 - e) To determine the common expenses required for the affairs of the Association.
- f) To designate, hire and/or dismiss the personnel necessary for the good working order of the Condominium complex and for the proper care of the general or limited common elements and to provide services for the Condominium complex in a manner consistent with law and the provisions of these Amended By-Laws, the Master Deed and the Maryland Condominium Act.
- g) To enforce such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Condominium complex and the use of the general and limited common elements by the members and other occupants, all of which shall be consistent with law and the provisions of these Amended By-Laws and the Master Deed and shall be adopted by the membership in accordance with Section 11 111 of the Maryland Condominium Act.
 - h) To authorize, in their discretion, refunds of surplus condominium fees collected.
- i) To grant easements, rights-of-way, licenses, leases in excess of one (1) year, or similar interests for the provision of utility services or communication systems for the exclusive benefit of Units within the Condominium regime subject to the requirements of Section 11 125(f) of the Maryland Condominium Act.
- Section 4. <u>Management Agent.</u> The Board of Directors may employ for the Association a management agent (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing, which may include, but not necessarily be limited to, the duties set out in Subsections a) through d) of Section 3 of this Article.
- Section 5. <u>Term of Office</u>. Each Director shall serve a three (3) year term. The term of each Director shall expire at the Annual Meeting at the end of the three year term. The term of office of the Directors shall be staggered. Each Director may serve more than one 3-year term in office if elected.
 - Section 6. <u>Vacancies</u>. Any vacancy occurring in the Board of Directors for any cause

other than by removal of a Director by the majority of the entire regular membership may be filled by a majority of the members of the Board of Directors, although such majority may be less than a quorum. A Director elected by the Board of Directors to fill a vacancy shall be elected to hold office until the next annual meeting of Owners or until his/her successor is elected and qualifies.

- Section 7. Removal of Directors. At a regular or special meeting duly called, any Director may be removed with or without cause by the affirmative vote of the majority of the entire regular membership of record. A successor may then and there be elected to fill the vacancy that is created. Any Director whose removal has been proposed by the membership shall be given an opportunity to be heard at the meeting. The term of office of any Director who becomes more than forty-five (45) days delinquent in the payment of common charges against the Unit of which he/she is the owner shall automatically terminate on the forty-sixth (46th) day, and his/her successor shall thereupon be appointed by the remaining Directors to fill the unexpired portion of such Director's term.
- Section 8. <u>Compensation</u>. Directors as such shall not receive any compensation for their services except such as may be authorized or permitted by vote of the Owners. A Director who serves the Condominium in any other capacity, however, may receive compensation therefor without such vote of the Owners provided the requirements of Article VII, Section 2 of these Amended By-Laws are met.
- Section 9. Organization Meetings. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place, time and date as shall be fixed by the Board and announced at the meeting at which such Directors were elected. Written notice to the Directors shall not be necessary to legally constitute such first meeting, provided a majority of Directors are present at the first meeting. Members shall be given notice of such meetings as required by the Maryland Condominium Act.
- Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but at least five (5) such meetings shall be held during each fiscal year and all such meetings shall be open to the members of the Association. Notice of regular meetings of the Board of Directors shall be delivered by mail or electronic transmission to each Director and to each Owner, at least ten (10), but not more than ninety (90) days prior to the date of the meeting. Members who wish to attend a Board Meeting should notify the Secretary of their intension to attend. They will be provided with an agenda and the telephone number and security number if the meeting is by Teleconference. If the meeting is in a house, condominium unit, or hall, they will be presented with an agenda, the time and the location address. During a meeting at which the agenda is limited to specific topics, the Unit Owners' comments may be limited to the topics on the meeting agenda at a designated period of time during the meeting. Unit Owners who are not Board members may not make motions or vote on any motions.
- Section 11. <u>Special Meetings.</u> Special meetings of the Board of Directors shall be called by the President, or on the request of a majority of the Board members. Notices of special meetings of the Board of Directors or any committee created by the Board of Directors shall be given to each Unit Owner by the Board Secretary by mail or electronic transmission not less than seventy-

two (72) hours nor more than ninety (90) days prior to the date of the special meeting. Unless otherwise indicated in the Notice thereof, any and all business may be transacted at any regular or special meeting of the Board of Directors. Meetings shall not be held unless this notice is given and meetings shall be open to all Owners, unless such notice is not required to be given and the meeting not required to be open pursuant to the Maryland Condominium Act.

- Section 12. <u>Waiver of Notice</u>. 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 by him/her 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 Board of Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.
- Section 14. <u>Informal Action by Directors</u>. Any action by the Board of Directors required or permitted to be taken at any meeting of the Board of Directors, except the adoption of a budget, 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. <u>Committees</u>. The Board of Directors may by resolution provide for such standing or special committees as it deems desirable, and discontinue the same at pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be assigned to it by the Board of Directors.

ARTICLE VI

Officers

- Section 1. <u>Designation</u>. The Board of Directors shall choose a President from among the Directors, as well as a Vice President, a Secretary and a Treasurer. Any two of the above-mentioned offices, except those of President and Vice President, may be held by the same person. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of Owners next succeeding his/her election, and until his/her successor shall have been duly chosen and qualified, or until he/she shall have resigned or shall have been removed. Any vacancy in any of the above offices may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.
- Section 2. <u>President</u>. The President shall preside at all meetings of the Owners and of the Board of Directors at which he/she shall be present; he/she shall have general charge and supervision of the business of the Condominium; he/she may sign and execute, in the name of the Condominium, all authorized documents, conveyances or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer

or agent of the Condominium; and, in general, he/she shall have all of the powers and duties incident to the office of president of a corporation, including the power to appoint committees from among the membership from time to time as he/she may, in his/her discretion, decide it appropriate to assist in the conduct of the affairs of the Association and he/she shall have such other duties as, from time to time, may be assigned to him/her by the Board of Directors.

- Section 3. <u>Vice President</u>. The Vice President, at the request of the President or in his/her absence or during his/her inability to act, shall perform the duties and exercise the functions of the President, and when so acting shall have the power of the President. If neither the President nor the Vice President is able to act, the Secretary will perform the duties of the President. The Board shall appoint some other member of the Board to do so on an interim basis if necessary. The Vice President shall have such other powers and perform such other duties as may be assigned to him/her by the Board of Directors or the President.
- Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the Owners and of the Board of Directors in books provided for the purpose; he/she shall see that all notices are duly given in accordance with the provisions of the Amended By-Laws or as required by law; he/she shall be custodian of the records of the Condominium; and in general, he/she shall perform all duties incident to the office of secretary, and such other duties as, from time to time, may be assigned to him/her by the Board of Directors or the President.
- Section 5. <u>Treasurer</u>. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Condominium, and shall deposit, or cause to be deposited, in the name of the Condominium, all monies or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Directors; he/she shall render to the President and to the Board of Directors, whenever requested, an account of the financial condition of the Condominium, and, in general, he/she shall perform all the duties incident to the office of the treasurer, and such other duties as may be assigned to him/her by the Board of Directors or the President.
- Section 6. <u>Removal</u>. Any officer or agent of the Condominium may be removed by the Board of Directors whenever, in its judgment, the best interests of the Condominium will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. A majority of the Board of Directors must vote yes for removal from the position, but not from the Board. For example, the Board may vote to remove a Board Member from the office of Treasurer, but not from the Board itself.

ARTICLE VII

Liability and Indemnification of Officers and Directors

Section 1. <u>Liability and Indemnification of Officers and Directors.</u> Officers and Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify every Officer and Director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action,

suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he/she may be made a party by reason of being or having been an Officer or Director of the Association, whether or not such person is an Officer or Director at the time such expenses are incurred. The Board of Directors shall obtain adequate directors and officers insurance. The Officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith on behalf of the Association (except in their capacity as Unit Owners) and the Association 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 Association or former Officer or Director of the Association may be entitled.

- Section 2. <u>Common or Interested Directors</u>. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and Condominium complex. No contract or other transaction between the Association and any corporation, firm or association (including the Declarant) in which one or more of the Directors of this Association are Directors or Officers or are pecuniary or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, if any of the conditions specified in any of the following subparagraphs exist:
- a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote of disinterested Directors sufficient for the purpose; or
- b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote of disinterested members sufficient for the purpose; or
- c) The contract or transaction is commercially reasonable and fair to the Association at the time it is authorized, ratified, approved or executed. Common or interested Directors may not be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves, or ratifies any contract or transaction, and may not vote thereat to authorize any contract or transaction with like force and effect as if he/she were not such director or officer of such other corporation or not so interested.

ARTICLE VIII

Management

Section 1. <u>Management and Common Expenses.</u> The Association, acting by and through its Board of Directors, shall manage, operate and maintain the Condominium complex for the benefit of the Condominium Units and the Owners thereof, and shall enforce the provisions hereof.

Section 2. Duty to Maintain.

- a) Every Owner must perform promptly all maintenance and repair work within his/her own Unit which, if omitted, would affect the general or limited common elements, or any other Unit, such Owner being expressly responsible for the damages and liabilities his/her failure to do so may engender.
- b) To prevent water damage to the Condominium Units, each Unit Owner shall maintain a temperature of at least 50 degrees Fahrenheit in the Unit at all times. If an Owner chooses to winterize their Unit or have it winterized, it is the Owner's responsibility to strictly follow the CDS Winterization Guidelines. All water supply valves must be turned off when the property is unoccupied during the winter months. All water shall be drained and air pressure flushed from the pipes. Recreational vehicle antifreeze must be placed into bathroom toilets, all sinks and trap lines. Damages resulting from Owner's negligence or non-compliance to the Winterization Guidelines shall be the sole responsibility of the Unit Owner. Any damage created that affects other adjacent Units is also the sole responsibility of the Owner. Casa Del Sol Condominium Association shall not be held liable for damages resulting from Owner negligence.
- c) To prevent water damage to the Condominium Units, each Unit Owner is advised to replace the hot water heater every 12 years or less. Washing machine hoses should be replaced with 'burst resistant' ones every 10 years.
- d) All the repairs of internal installations of the Unit, such as water, light, power, telephone, doors, windows, lamps, and all other accessories belonging to the Unit areas, shall be at the Owner's expense.
- e) An Owner shall reimburse the Condominium for any expenditures incurred in repairing or replacing any general or limited common element damaged through his/her fault. The Maryland Condominium Act states that the Unit Owner is responsible for the first \$5,000.00 of the deductible.
- Section 3. Penalty for Failure to Maintain. In the event that an Owner does not perform the repair and maintenance which is such Owner's responsibility, Directors may, after reasonable notice and opportunity to cure to the Owner, impose fines and/or decide to have said work performed at the expense of the Owner, and such Owner shall immediately pay to the Council the fines and/or costs for such work; upon failure of such Owner to pay the Council for the costs of such work, such costs shall be deemed part of the assessments and a lien against such Unit and may be collected upon in the same manner as unpaid regular assessments as provided in the Master Deed, these By-Laws, and the Maryland Condominium Act. The persons performing such work shall have the right and easement to enter any Unit or Limited Common Elements for such purpose, and such entry shall not be deemed a trespass.
- Section 4. <u>Access at Reasonable Times.</u> The Council of Unit Owners or its authorized designee shall have an irrevocable right and an easement to enter Units to investigate damage or make repairs when the investigation or repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium complex. Except in cases involving

manifest danger to public safety or property, the Council of Unit Owners shall make a reasonable effort to give notice to the Owner of any Unit to be entered for the purpose of investigation or repair. In order to effectuate the foregoing, each Owner shall provide the Association with current keys and combinations to their Unit and storage shed so as to allow full access if necessary.

Section 5. <u>Easements for Utilities and Related Purposes.</u> The Association is authorized and empowered, subject to the provisions of the Maryland Condominium Act, to grant such licenses, easements and/or rights of way for sewer lines, water lines, electrical cables, telephone cables, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the Condominium complex as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common elements or for the preservation of the health, safety, convenience and/or welfare of the Owners of the Condominium Units or the Declarant.

Section 6. <u>Limitation of Liability.</u> The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or by the Owner of the Condominium Unit, or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from any portion of the common elements or' from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the Owner of any Condominium Unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. No diminution or abatement of common expense assessments, as 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 Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 7. Architectural Control. Except for the purposes of proper maintenance and repair or as otherwise in these Amended By-Laws provided, it shall be prohibited to install, drill, cut, erect, paint, attach, apply, paste, hinge, screw, nail, build, alter, remove or contract any lighting, shades, screens, awnings, patio covers, air conditioning units, fences, aerials, antennas, radio or television broadcasting or receiving devices, 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 complex until the complete plans and specifications showing the location, nature, shape, height, materials, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Board of Directors) shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association.

ARTICLE IX

Assessments and Carrying Charges

Section 1. <u>Annual Assessments and Carrying Charges.</u> Each Unit Owner shall be obligated to pay, in advance, the common charges assessed against his/her Unit (herein elsewhere sometimes referred to as "assessments"). The amount levied and assessed against each Unit for

common charges shall constitute a lien against said Unit from the date of assessment until the date of full payment, provided that the requirements of the Maryland Contract Lien Act have been fulfilled. All assessments and charges levied against a Unit shall also be the personal obligation of the Unit Owner of such Unit. At the option of the Board of Directors, the common charges may be payable in annual, quarterly, monthly or other convenient installments, to the Board of Directors or to such person or entity who or which the Board of Directors shall designate. The annual common expenses of the Association, in general, shall include maintenance, operation, repair, or replacement of the common elements. They include, but are in no way limited to, the following:

- a) The cost of all operating expenses of the Condominium complex and services furnished by the Association;
- b) The cost of necessary management and administration, including fees paid to any Management Agent;
- c) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay;
- d) The cost of property and extended liability insurance on the Condominium complex and the cost of such other insurance as the Association may effect;
- e) The cost of fidelity insurance (or fidelity bond) in accordance with Section 11-114.1 of the Act;
- f) The cost of furnishing water, electricity, heat, garbage and trash collection and/or other necessary utility services for the common elements, to the extent that same are not separately metered or billed to each Condominium Unit, for the Condominium Units;
- g) The cost of the services of a person or firm to manage the complex and, to the extent deemed advisable by the Association together with services of such other personnel as the Board of Directors of the Association shall consider necessary for the operation of the Condominium complex;
- h) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Condominium complex;
- i) The cost of funding all reserves established by the Association including, when appropriate, a general operating reserve and/or a reserve for replacements;
- j) The cost of painting, maintaining, replacing, repairing or landscaping the common elements and such other furnishings and equipment for the common elements as the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Association to paint, repair, or otherwise maintain the interior of any Condominium Unit or any fixtures, appliances, or equipment located therein, except as required by law;

- k) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or pay for by law, or otherwise, or which, in the discretion of the Board of Directors shall be necessary or proper for the operation of the 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 (l) of Section 1 of this Article;
- naintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common elements or to preserve the appearance or value of the Condominium complex or is otherwise in the interest of the general welfare of all Owners of the Condominium Units; 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 repaired and provided further that the cost thereof shall be assessed against the Condominium Unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of said Condominium Unit, at which time the assessment shall become due and payable and upon recordation, shall become a continuing lien and obligation of said Owner in all respects as provided in Article IX of these Amended By-Laws; and
- Any amount necessary to discharge any lien or encumbrance levied against the Condominium complex, or any portion thereof, including taxes, which may, in the opinion of the Board of Directors, constitute a lien against the common elements rather than the interest therein of the Owner of any individual Condominium Unit. The Board of Directors shall cause to be prepared and submitted to the Unit Owners an annual proposed budget at least 30 days before its adoption by the Board of Directors. The annual budget shall provide for at least the following items: (1) income; (2) administration; (3) maintenance; (4) utilities; (5) general expenses; (6) reserves; and (7) capital items. The budget shall be adopted at an open meeting of the Board of Directors. Assessments shall be made against the Unit Owners in proportion to their percentage interest in the common expenses and common profits. The omission of the Board of Directors, before the expiration of any assessment period, to fix the assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installation thereof, for that or any subsequent assessment period, but the assessment is fixed. No member may exempt himself/herself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of any Condominium Unit belonging to him/her.
- Section 2. <u>Special Assessments</u>. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, 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 Condominium complex related thereto, or for such other purposes as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members

representing a majority of the total number of votes present by person or by proxy at a meeting of the members duly called for this purpose.

Reserve for Replacements. The Association shall establish and maintain a Section 3. reserve fund for replacements by the allocation and payment yearly to such reserve fund of an amount to be designated from time to time by the Board of Directors and which shall not be less than two percent (2%) of the aggregate yearly installment levied pursuant to the provisions of this Article IX and in keeping with the Maryland Condominium Act. The Board shall obtain a professional reserve study from a competent reserve study advisor every 5 years. The reserve fund shall be conclusively deemed to be a common expense. Such 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 obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the common elements and equipment of the complex and for operating contingencies of a non-recurring nature. The proportionate interest of any Owner in any reserve for replacements shall be considered an appurtenance of his/her Condominium Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit.

Section 4. Non-Payment of Assessment. A Unit Owner shall be liable for all assessments, or installments thereof, coming due while he/she is the Owner of a Unit. In a voluntary grant the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his/her share of the common expenses up to the time of the voluntary grant for which a statement of lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the Unit for which the assessments are made.

Payment of assessments, together with interest, late charges, if any, costs of collection and reasonable attorney's fees may be enforced by the imposition of a lien on a Unit in accordance with the provisions of the Maryland Contract Lien Act. Suit for any deficiency following foreclosure may be maintained in the same proceeding, and suit to recover any money judgment for unpaid assessments may also be maintained in the same proceeding, without waiving the right to seek to impose a lien under the Maryland Contract Lien Act.

Any assessment, or installment thereof, not paid when due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum, or at the highest rate allowed by law. Additionally, there shall be imposed a late charge of fifteen dollars (\$15.00) or one-tenth of the total amount of any delinquent assessment or installment, whichever is greater, provided the charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least 15 calendar days. At the option of the Council of Unit Owners, through the Board of Directors, the Association may bring an action at law against the member personally responsible to pay the same, or foreclose the lien against the Condominium Unit or Units then belonging to said member, after the lien has been established as provided in the Maryland Contract Lien Act of the Real Property Article of the Annotated Code of Maryland in

either of which events interest, late charges, costs and reasonable attorney's fees as determined by the Court, may be added to the amount of each assessment. The Association may notify the holder of the first mortgage of any Condominium Unit for which any assessment levied pursuant to these Amended By-Laws becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Condominium Unit is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days.

- Section 5. Acceleration for Nonpayment. If a Unit Owner fails to pay any installment when due, the Council of Unit Owners, through the Board of Directors, may demand payment of the remaining annual assessment coming due within that fiscal year. A demand by the council is not enforceable unless the council, within 15 days of a Unit Owner's failure to pay an installment in full, notifies the Unit Owner that if the Unit Owner fails to pay the installment within 15 days of the notice, full payment of the remaining annual assessment will then be due and shall constitute a lien on the Unit as provided in this section.
- Section 6. <u>Assessment Certificates.</u> The Association shall upon demand at any time furnish to any member liable for any assessments levied pursuant to these Amended By-Laws (or any other party legitimately interested in the same, including first mortgagees), a certificate in writing signed by an officer of the Association 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, as determined by the Board of Directors, may be levied in advance by the Association for each certificate so delivered.
- Section 7. <u>Priority of Lien.</u> The lien established by this Article and by the Maryland Contract Lien Act of the Real Property Article of the <u>Annotated Code of Maryland</u>, 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.
- b) The liens of any deed of trust, mortgage or encumbrance duly recorded on the Condominium Unit prior to the assessment of the lien thereon or duly recorded on said Unit after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.
- Section 8. <u>Subordination and Mortgage Protection.</u> Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Amended By-Laws upon any Condominium Unit in the complex shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning any mortgage with priority over other mortgages) upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Condominium Unit pursuant to foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the Condominium Unit from liability for any assessments thereafter becoming due and attributable to any period of time subsequent to the date of such transfer or sale,

nor from the lien of any such subsequent assessment, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

No amendment of this Section shall affect the rights of the holder of any such mortgage (or of the indebtedness secured thereby) recorded prior to the recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

Section 9. <u>Definition.</u> As used in these Amended By-Laws, the term "mortgage" shall include deed of trust, and the term "holder" or "mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

ARTICLE X

Insurance

- Section 1. Pursuant to the provisions of Section 11-114 of the Real Property Article of the <u>Annotated Code of Maryland</u>, the Council of Unit Owners shall obtain and maintain, to the extent reasonably available, at least the following:
- a) Property insurance on the common elements and Units, exclusive of improvements and betterments installed in Units by the Unit Owners, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductible may not be less than the full replacement value of the insured property (as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage), exclusive of land, excavations foundations, and other items normally excluded from property policies;
- b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors, but not less than any amount specified in the Declaration or these Amended By-Laws, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements;
- c) Such other policies of insurance deemed appropriate by the Board of Directors to protect the Council of Unit Owners or the Unit Owners. Insurance policies carried pursuant to Section 1 of this Article XI shall provide that:
- (1) For property and casualty losses to the common elements and the Units, exclusive of improvements and betterments installed in the Units by Unit Owners other than the developer, each Unit Owner is an insured person under the policy with respect to liability arising out of his/her ownership of an undivided interest in the common elements or membership in the Council of Unit Owners;

- (2) The insurer waives its right to subrogation under the policy against any Unit Owner of the Condominium or members of his/her household;
- (3) An act or omission by any Unit Owner, unless acting within the scope of his/her authority on behalf of the Council of Unit Owners, does not void the policy and is not a condition to recover under the policy; and
- (4) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the policy is primary insurance not contributing with the other insurance.
- Section 2. Nothing herein contained shall prevent any Unit insurance for his/her own benefit, especially insurance for improvements and betterments installed by each Unit Owner.
- Section 3. <u>Fidelity Insurance</u>. The Council of Unit Owners shall purchase and maintain fidelity insurance (or a fidelity bond), in accordance with Section 11-114.1 of the Real Property Article of the <u>Annotated Code of Maryland</u>, to provide for the indemnification of the condominium against loss resulting from acts or omissions arising from fraud, dishonesty, or criminal acts by:
- a) Any Officer, Director, Managing Agent, or other agent or employee charged with the operation or maintenance of the Condominium who controls or disburses funds; and
- b) Any management company employing a management agent or other employee charged with the operation or maintenance of the Condominium who controls or disburses funds.
- Section 4. <u>Annual Notice to Council of Unit Owners.</u> The Council of Unit Owners shall inform each Unit Owner annually in writing of:
- a) The Unit Owner's responsibility for the Council of Unit Owners' property insurance deductible; and
 - b) The amount of the deductible.
- Section 5. <u>Notice of Termination of Insurance Policies</u>. The Council of Unit Owners shall give notice to all Unit Owners of the termination of any insurance policy within ten (10) days of termination.
- Section 6. <u>Unit Owner Liability</u>. To the extent permitted by Title 11 of the Real Property Article of the <u>Annotated Code of Maryland</u>, if the cause of any damage to or destruction of any portion of the Condominium originates from a Unit, the Owner of the Unit where the cause of the damage or destruction originated is responsible for the Council of Unit Owners' insurance deductible.

ARTICLE XI

Casualty Damage -- Reconstruction or Repair

- Section 1. <u>Use of Insurance Proceeds</u>. In the event of damage or destruction by fire or other casualty, the same shall be promptly repaired or reconstructed by the Council of Unit Owners in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any, subject to the limitations set forth in Section 11-114 (g) of the Real Property Article of the <u>Annotated Code of Maryland</u>.
- 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 herein required to be insured against, then the repair or reconstruction of the damaged general and limited common elements shall be accomplished promptly by the Council as a common expense and the repair or reconstruction of any Unit shall be accomplished promptly by the Council at the expense of the Unit Owner of the affected Unit. Each Unit Owner's pro rata share of the expense of such repairs or reconstruction of the common elements may be assessed to the Unit Owners, and the lien for the same shall have all the priorities provided for in Article IX of these Amended By-Laws.
- Section 3. <u>Restoration Not Required</u>. Repair or restoration of the Condominium complex is not required in the event that the Condominium complex is validly terminated, repair or replacement would be illegal under any state or local health or safety statute or ordinance, or eighty (80%) percent of the Unit Owners vote not to rebuild such portion.

In the event that all or part of the Condominium is not repaired or restored, the distribution to Unit Owners of insurance proceeds shall be in accordance with applicable provisions of the Condominium Act.

ARTICLE XII

Amendments

Section 1. Amendments. These Amended By-Laws may be amended by the affirmative vote of owners having at least sixty-six and two-thirds percent (66 2/3%) of the votes in the Council of Unit Owners at any meeting of the members duly called for such purpose. Amendments may be proposed by the Board of Directors or by petitions signed by members representing at least twenty-five (25) percent of the total value of the project. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon. Amendments are effective only upon the recordation of them among the Land Records for Worcester County, Maryland.

ARTICLE XIII

Fiscal Management

Section 1. <u>Fiscal Year</u>. The fiscal year of the Association shall begin on the first day of January, and end on the last day of December in every year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors.

- Section 2. <u>Books and Accounts</u>. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the Condominium complex 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 expenditures of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution.
- Section 3. Auditing. At the close of each fiscal year, the books and records of the Association, upon request of five percent (5%) of the Unit Owners, shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Association shall furnish its members with an annual financial statement including the income and disbursements of the Association. The holder of mortgage on any Unit shall have the right to have an audited statement prepared at its expense.
- Section 4. <u>Inspection of Books.</u> The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association and/or their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Condominium Unit, and/or its duly authorized agents or attorneys, during normal business hours, and after reasonable notice.
- Section 5. <u>Execution of Association Documents</u>. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

ARTICLE XIV

Compliance - Interpretation - Miscellaneous

- Section 1. <u>Compliance</u>. These Amended By-Laws are set forth in compliance with the requirements of Title 11 of the Real Property Article of the <u>Annotated Code of Maryland</u>.
- Section 2. <u>Conflict</u>. These Amended By-Laws are subordinate and subject to all provisions of the Master Deed and to the provisions of Title 11 of the Real Property Article of the <u>Annotated Code of Maryland</u>, known as the Maryland Condominium Act. 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 Amended By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict

between the aforesaid Declaration and Title 11 of the Real Property Article of the <u>Annotated Code of Maryland</u>, the provisions of the statute shall control.

- Section 3. Resident Agent. A resident agent shall be appointed by the Board of Directors and shall be designated as the person authorized to accept service of process in any action relating to two or more Condominium Units or to the common elements as authorized under the Real Property Article of the Annotated Code of Maryland. The Association shall register with the Department of Assessments and Taxation.
- Section 4. <u>Notices</u>. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Declaration or in these Amended By-Laws shall be given in writing.
- Section 5. <u>Severability</u>. In the event provision or provisions of these Amended 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 6. <u>Waiver</u>. No restriction, condition, obligation or provision of these Amended By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- Section 7. <u>Captions</u>. The captions contained in these Amended By-Laws are for convenience only and are not a part of these Amended By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these Amended By-Laws.

LR - Amendment 75.00 Recording Fee Name: Casa Del Sol Ref: LR - Amendment 40.00 Surcharge -----115.00 SubTotal: 115.00 Total: 06/02/2017 09:43 CC23-RH #8488290 CC0104 -Worcester County/CC@1.04.02 -Register 02

CERTIFICATE OF AMENDMENT OF BY-LAWS

CASA DEL SOL CONDOMINIUM

The undersigned officers of Casa Del Sol Condominium certify, pursuant to §11-104(e)(5) of the Real Property Article of the Annotated Code of Maryland, as follows:

- 1. A meeting of the Council of Unit Owners of Casa Del Sol Condominium was duly held on $\frac{2/13/20/6}{}$, and proper notice of said meeting was given to the owners of all units in Condominium;
- 2. At said meeting, the Amended By-Laws of Casa Del Sol Condominium were voted upon by the membership; and
- 3. By the affirmative vote of unit owners having at least seventy-five percent (75%) of the votes established by the Amended Declaration of Casa Del Sol Condominium, which said Amended Declaration is dated Sept. 22, 1977, and recorded among the Land Records of Worcester County, in Liber 599, folio 39, et seq., the By-Laws of Casa Del Sol Condominium were amended as set forth herein.

Witness/Attest:

Casa Del Sol Condominium

- 1527.<u>-</u>

Rv.

Joe Share 4-22-17

Null Date 4/22/2017

Date

JUN 0 2 2017 The foregoing instrument filed for record and is accordingly recorded among the land records of Worcester County, Maryland.

Sur fromzel: Clerk