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"EXHIBIT B"

BY-LAWS

MARYLAND MUTUAL NO. NINE, INC.

ARTICLE I

Name and Location

Section 1. Name and Location. The name of this Corporation is Maryland Mutual No. Nine, Inc. Its principal office is located at 3700 Rossmoor Boulevard, Silver Spring, Montgomery County, Maryland.

ARTICLE II

Definitions

Section 1. Master Deed. "Master Deed" as used herein means that certain Master Deed made the \_\_\_\_ day of \_\_\_\_\_, 1970, by Rossmoor Corporation, a California corporation, pursuant to Article 21, §117A through §142, Annotated Code of Maryland [1957], by which certain described premises [including land] are subjected to a condominium property regime and which Master Deed is recorded among the Land Records for Montgomery County, Maryland, immediately prior hereto and to which these Bylaws are appended as an Exhibit.

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 Article 21, §117A, Annotated Code of Maryland.

ARTICLE III

Membership

Section 1. Members. Every person, corporation, trust or other legal entity, or any combination thereof, which owns a condominium unit within the condominium project shall be a member of the Corporation, provided, however, that any person, 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. Membership Certificates. Each membership certificate shall state that the Corporation is organized under the laws of the State of Maryland, the name of the registered holder of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to full payment. Every membership certificate shall be signed by the President or Vice President and the Secretary or Assistant Secretary and shall be sealed with the corporate seal.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Corporation and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Corporation a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Corporation.

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Section 4. Lien. The Corporation shall have a lien on the outstanding regular memberships in order to secure payment of any sums which may become due from the holders thereof to the Corporation for any reason whatsoever.

Section 5. 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.

#### ARTICLE IV

##### Meeting of Members

Section 1. Place of Meeting. Meetings of the membership 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 first annual meeting of the members of the Corporation shall be held within one hundred twenty [120] days after sixty percent [60%] of the condominium units in the project have been sold and title to the same has been conveyed, or on February 20, 1972, whichever shall first occur. Thereafter, the annual meetings of the members of the Corporation shall be held on the 3<sup>rd</sup> Wednesday of February each succeeding year. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Section 4 of Article V of these By-Laws. The members may also transact such other business of the Corporation as may properly come before them.

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Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty percent [20%] of the total value of the project 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 consent of four-fifths of the members present, either in person or by proxy.

Section 4. Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Corporation, or if no such address appears, at his last known place of 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 any such notice to the member at his dwelling unit or last known address. Notice by either such method shall be considered as notice served.

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Section 5. Quorum. The presence, either in person or by proxy, of members representing at least fifty-one percent (51%) of the total value of the project 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 a quorum is raised, no business may thereafter be transacted.

Section 6. Adjourned Meetings. If any meetings of members cannot be organized because a quorum has not

attended, the members who are present, either in person or proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the members, the members shall have the right to cast one vote on each question and never more than one vote. The vote of the members representing fifty-one percent (51%) of the total value of the project, 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 of the Articles of Incorporation, or of the Master Deed or of these By-laws, a different vote is required, in which case such express provision shall govern and control. No member shall be eligible to vote or to be elected 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 payment due the Corporation.

Section 8. Proxies. A member may appoint any other member as his proxy. In no case may any member cast more than one vote by proxy in addition to his own vote. Any proxy must be filed with the Secretary before the appointed time of each meeting.

Section 9. Order of Business. The order of business at all regularly schedule 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) Report of officers.
- (e) Reports of committees.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business

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

## ARTICLE V

### Directors

Section 1. Number and Qualification. The affairs of the Corporation shall be governed by the Board of Directors composed of at least three persons (after the first annual meeting of members), shall be members of the Corporation.

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:

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To provide for the

(a) Care, upkeep and surveillance of the project and its general and limited common elements and services in a manner consistent with law and the provisions of these 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 assessment and/or enforcement of liens therefor in a manner consistent with the provisions of these By-Laws and the Master Deed.

(c) Designation, hiring and/or dismissal of the personnel necessary for the good working order of the project and for the proper care of the general or limited common elements and to provide services for the project in a manner consistent with the provisions of these By-Laws and the Master Deed.

(d) To promulgate and enforce such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the project and the use of the general and limited common elements as are designated to prevent unreasonable interference with the use and occupancy of the project and of the general and limited common elements by the members, all of which shall be consistent with the provisions of these By-Laws and the Master Deed.

(e) To authorize, in their discretion, patronage refunds from residual receipts when and as reflected in the annual report.

Section 3. Management Agent. The Board of Directors shall employ for the Corporation 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 authorize including, but not necessarily limited to, the duties set out in subsections (a) through (d) of Section 2 of this Article.

Section 4. Election and Term of Office. The term of

the Directors named in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of members. At the first annual meeting of the members the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed at two (2) years and the term of office of the Director receiving the third greatest number of votes shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 5. 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 vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

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Section 6. 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 and a successor 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. The term of any Director who becomes more than thirty (30) days delinquent in payment of any assessments and/or carrying charges shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 5 of this Article.

Section 7. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed by him for the Corporation in any other capacity unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such

meeting, provided a majority of the whole Board of Directors shall be present.

Section 9. 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 as least four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 11. 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 by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at any meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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Section 13. Action Without Meeting. 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 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Corporation handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds or insurance 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 elected by the Board of Directors. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

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

Section 4. President. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint such committees from among the membership from time to time as he may, in his discretion, decide it 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 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 upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Corporation; he shall have custody of the seal of the Corporation; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all of the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He 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.

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## ARTICLE VII

### Management

Section 1. Management and Common Expenses. The Corporation shall manage, operate and maintain the condominium project 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 hereinelsewhere provided for, the following:

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(a) The cost of providing water, sewer, garbage and trash collection, electrical, gas, and other necessary utility services for the common elements and, to the extent that the same are not separately metered or billed, for the condominium units.

(b) The cost of fire and extended liability insurance on the project and the cost of such other insurance as the Corporation may effect.

(c) The cost of the services of a person or firm to manage the project to the extent deemed advisable by the Corporation together with the services of such other personnel as the Board of Directors of the Corporation shall consider necessary for the operation of the project.

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

(e) The cost of painting, maintaining, repairing and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are 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 or otherwise maintain the interior of any condominium unit or any fixtures or equipment located therein.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments of the like which the Corporation 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 (g) of Section 1 of this Article.

(g) The cost of the maintenance of 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 of value of the project 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 maintained and provided further that the cost thereof shall be assessed against the condominium unit on which such maintenance or repair is performed and, when so assessed a statement for the amount thereof shall be rendered 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 VIII of these By-laws.

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

Section 2. Management Agent. The Corporation may delegate any of its duties, powers or functions to the Management Agent, provided that such delegation shall be revocable upon sixty (60) days written notice. The Corporation and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Duty to Maintain. Except for maintenance requirements herein imposed upon the Corporation, if any, the owner of any condominium unit shall, at his own expense, maintain the interior of his condominium unit and any and all equipment therein situate, and its other appurtenances, in good order, condition and repair, 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 condominium unit. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair, or replace any plumbing fixtures, water heaters, heating and air-conditioning equipment, lighting fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, 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 own expense, maintain any limited common elements which may be appurtenant to such condominium unit in a clean, orderly and sanitary condition.

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Section 4. Access at Reasonable Times. For the purpose solely of performing any of the repairs or maintenance required or authorized by these By-laws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Corporation, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter any condominium unit at any hour considered to be reasonable under the circumstances.

Section 5. Easements for Utilities and Related Purposes. The Corporation is authorized and empowered to grant such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the project or other similar projects 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. The same may be granted only over those portions of the common elements upon which no building or structure has been erected.

Section 6. 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 for injury or damage to person or property caused by the elements or by the owner of any 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 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, of articles which may be stored upon any of the limited common elements. No diminution or abatement of common expense assessments, as hereinelsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or from any action taken by the Corporation to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

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## ARTICLE VIII

### Assessments and Carrying Charge

Section 1. Annual Assessments and Carrying Charges. Each member shall pay to the Corporation a monthly sum [hereinafter sometimes referred t as "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 expenses, including but in no way limited to the following:

(a) The cost of all operating expenses of the project and services furnished, including charges by the Corporation for facilities and services furnished by it and charges by the community facilities trustee for facilities and services furnished by it.

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(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 Corporation or upon any property which it may own or which it is otherwise required to pay, if any.

(d) The cost of fire and extended liability insurance on the project and the cost of such other insurance as the Corporation may effect.

(e) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or other utilities, to the extent furnished by the Corporation.

(f) The cost of funding all reserves established by the Corporation, including, when appropriate, a general operating reserve and/or a reserve for replacements.

(g) The estimated cost of repair, maintenance and replacements of the project 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.

The Board of Directors of the Corporation shall make reasonable efforts to fix the amount of the assessment against each member for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the membership and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any 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 installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of the condominium unit belonging to him.

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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 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 two-thirds (2/3) of the total value of the project. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all

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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.

Section 3. Non-Payment of Assessments. Any assessment levied pursuant to these By-laws, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and cost of collection thereof, as hereinafter provided, thereupon becoming a continuing lien upon the condominium unit or units belonging to the member against whom such assessment is levied and shall bind such condominium unit or units in the hands of the then owner, his heirs, devisees, personal representatives and assigns, all in accordance with the provisions of Article 21, §131, et seq., Annotated Code of Maryland (1957). The personal obligation of the member to pay such assessment, shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to these By-laws, or any installment thereof, may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure the same.

Any assessment levied pursuant to these By-laws, or any installment thereof, which is not paid within ten (10) days after it is due shall bear interest at the rate of ten percent (10%) per annum, and the Corporation may bring an action at law against the member personally obligated to pay the same, or foreclose thereon against the condominium unit or units then belonging to said member, in either of which events interest, costs and reasonable attorneys' fees of not less than fifteen percent (15%) of the sum claimed shall be added to the amount of each assessment.

Section 4. 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 other party legitimately interested in the same) a certificate in writing signed by an officer 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 charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Corporation for each certificate so delivered.

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Section 5. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to these By-Laws, or any other installment thereof, the entire balance

of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 6. Priority of Lien. The lien established by this Article and by Article 21, §131, Annotated Code of Maryland (1957), 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 liens of any deeds of trust, mortgage instruments or encumbrances 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 7. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-laws, upon any condominium unit in the project 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 a 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 a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale or the condominium unit from liability for any assessments thereafter becoming due, 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 to this Section shall affect the rights of the holder of any such mortgage [or the indebtedness secured thereby] recorded prior to recordation of such amendment unless the holder thereof [or of the indebtedness secured thereby] shall join in the execution of such amendment.

The Board of Directors may, in their own and absolute discretion, extend the provisions of this Section to the holders of mortgages [or the indebtedness secured thereby] not otherwise entitled thereto.

## ARTICLE IX

### Use Restrictions

Section 1. Residential Use. All condominium units shall be used for private residential purposes exclusively except for such temporary non-residential uses as may be permitted by the Board of Directors from time to time. No more than two (2) persons may reside in any one-bedroom condominium unit and no more than three (3) persons may reside in any two-bedroom condominium unit without the prior written approval of the Board of Directors.

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Section 2. Age, etc. No person under the age of fifty (50) years may permanently reside in any condominium unit within the project. The right to use or occupy any condominium unit within the project, reside therein permanently or otherwise, and the right to sell, lease or otherwise transfer or convey any condominium unit may be subject to such uniform objective standards relating to financial responsibility, age, and/or character as may now or hereafter be set forth in these By-Laws. No such restriction shall be based upon race, religion, sex, or place of national origin.

Section 3. Leasing. No condominium unit within the project shall be rented for transient or hotel purposes or in any event, for any period less than three (3) months.

Section 4. Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on within any condominium unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other unit owners.

(b) There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements without the approval of the Board of Directors. Vehicular parking upon common elements shall be regulated by the Board of Directors, provided, however, that at least one parking space shall be assigned by the Board of Directors for use by the owner of each condominium unit.

(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 or upon common elements which would be in violation of any law. 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, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon any common elements, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept or maintained for commercial purposes.

(f) No signs of any character shall be erected, posted or displayed upon, in, from or about any condominium unit or common elements, provided, however, that one temporary real estate sign of customary and reasonable dimensions may be displayed upon, in or from any condominium unit placed upon the market for sale or rent.

Liber 4078  
Folio 741

(g) Except as hereinelsewhere provided, no junk vehicle or other vehicle on which current registration plates are not displayed, trailer, truck camper, camp truck, house trailer, boat or the like shall be kept upon any common elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Corporation may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like. [The foregoing is not intended to prohibit the parking of golf carts in any portion of the common elements designated by the Board of Directors for that purpose.]

(h) No part of the common elements shall be used for commercial activities of any character.

(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 of the common elements. Trash and garbage containers shall not be permitted to remain in public view, except on days of collection.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common elements at any time. Outdoor clothes

dryers or clothes lines shall not be maintained upon any of the common elements at any time.

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

(1) There shall be no violation of any rules for the use of the common elements 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 Bylaws authorized to adopt such rules.

## ARTICLE X

### Architectural Control

Section 1. Architectural Control Committee. Except for the original construction of the condominium units situate within the project and any improvements to any common elements accomplished concurrently with said construction, and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any condominium unit or upon any of the common elements within the project until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed for 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 harmony of external 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.

Liber 4078  
Folio 742

In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location, within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has commenced prior to the completion thereof, approval will

not be required and this Article will be deemed to have been fully complied with.

## ARTICLE XI

### Resale of Unit

Section 1. Right of First Refusal. In the event the owner of any condominium unit wishes to transfer the title thereto (and as a condition precedent to each and every such transfer) and shall have received a bona fide offer to purchase same, such owner shall notify the Board of Directors in writing that the condominium unit is for sale and shall supply the Board of Directors with an executed copy of such offer and the terms thereof, including the name and age of the prospective purchaser and such other information as the Board of Directors, in the reasonable exercise of its discretion, may request. For a period of thirty (30) days following receipt of the aforesaid notice by the Board of Directors, the Corporation shall have the right to purchase the subject condominium unit upon the same terms and conditions as set forth in the offer therefor. The failure or refusal by the Board of Directors to exercise the right of first refusal shall not constitute or be deemed a waiver of such right in the event the owner of any condominium unit receives any subsequent bona fide offer to purchase the same from the same or a different party.

Section 2. Application. The right of first refusal provided for in this Article shall not apply to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a mortgagee in lieu of foreclosure, the transfer of one joint tenant's interest to another, by operation of law or otherwise, or transfers by will or interstate distribution.

## ARTICLE XII

### Insurance

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

(a) Casualty or physical damage insurance in an amount equal to the full replacement value of the condominium project [as determined annually by the Board of Directors with the assistance of the insurance company

affording such coverage], such coverage to afford protection

Liber 4078

against at least the following:

Folio 743

- (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement together with coverage for common expenses with respect to condominium units during any period of reconstruction;
- (ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, water machinery explosion or damage, plate glass damage and such other insurance as the Board of Directors may from time to time determine and

(b) public liability insurance 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, off-premises employee coverage and any and all other liability incident to the ownership and/or use of the condominium project or any portion thereof.

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

(d) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Board of Directors.

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 equivalent to "AAA" or better in Best's Insurance Reports.

(b) Exclusive authority to adjust losses under said policies shall be vested in the Board of Directors or its authorized representative.

(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) All policies provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to the insured.

(e) 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 settlement, such option shall not be exercisable without the prior written approval of the Board of Directors or when in conflict with the provisions of these By-Laws.

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

Liber 4078  
Folio 744

Section 3. Individual Policies. The owner of any condominium unit (including the holder of any mortgage thereon) may obtain additional insurance at his own expense. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 2 (f) of this Article.

#### 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 specifications 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 herein required to be insured against, then the repair or reconstruction of the damaged common elements shall be accomplished promptly by the Corporation at its common expense and the repair or reconstruction of any condominium unit shall be accomplished promptly by the Corporation at

the expense of the owner of the affected condominium unit. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for the same shall have all the priorities provided for in Article VIII of these By-Laws.

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 members representing three-fourths (3/4) of the total value of the project do not promptly resolve to proceed with repair or reconstruction, then and in that event the project shall be deemed to be owned in common by the owners of all of the condominium units in the same proportions 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 owner 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 any 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 owner of any condominium unit, to the extent such share is sufficient for the purpose, all liens upon said condominium unit. omissions caused the damage for which the insurance claim was submitted, as permitted in these bylaws or otherwise.

#### ARTICLE XIV

##### Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January every year, except that the first fiscal year of the Corporation shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Liber 4078  
Folio 745

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. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the project 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. The amount of any assessment required

for payment of any capital expenditures of the Corporation shall 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, 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. Based upon such report, the Corporation shall furnish its members 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, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Corporation, and/or their duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as members.

Section 5. Execution of Corporate 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 or a Vice President, 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.

Section 6. Seal. The Board of Directors shall provide a suitable corporate seal containing the name of the Corporation, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

## ARTICLE XV

### Amendment

Section 1. Amendments. These By-laws may be amended by the affirmative vote of members representing two-thirds (2/3) of the total value of the project at any meeting of the members duly called for such purpose, effective only upon the recordation among the Land Records for Montgomery County, Maryland, of an amendment to the Master Deed setting forth such amendments to these By-Laws. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least twenty percent (20%) of the total value of the project. A

Liber 4078  
Folio 746

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.

## ARTICLE XVI

### Compliance - Interpretation - Miscellaneous

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of Article 21, §117A through and including §142, Annotated Code of Maryland (1957).

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Master Deed and to the provisions of Article 21, §117A through and including §142, Annotated Code of Maryland (1957). All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Master Deed or the aforesaid statute. In the event of any conflict between these By-Laws and the Master Deed, the provisions of the Master Deed shall control; and in the event of any conflict between the aforesaid Master Deed and Article 21, §117A through and including §142, Annotated Code of Maryland (1957), the provisions of the statute shall control.

Section 3. Resident Agent. Barry M. Fitzpatrick, of 342 Hungerford Court, Rockville, Montgomery County, Maryland, 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 Article 21, §138, Annotated Code of Maryland (1957).

Section 4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restriction, condition, obligation or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. 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 7. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include



the plural and the converse; and the use of any gender shall be deemed to include all genders.

"EXHIBIT C"

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
111-A	26,990.00	.010392
111-B	26,990.00	.010392
112-A	23,990.00	.010392
112-B	23,990.00	.010392
113-A	26,990.00	.010392
113-B	26,990.00	.010392
114-A	26,990.00	.010392
115-A	23,990.00	.009237
115-B	23,990.00	.009237
116-A	26,990.00	.010392
116-B	26,990.00	.010392
117-A	26,990.00	.010392
117-B	26,990.00	.010392
118-A	26,990.00	.010392
118-B	26,990.00	.010392
119-A	23,990.00	.009237
119-B	23,990.00	.009237
120-A	26,990.00	.010392
120-B	26,990.00	.010392
121-A	26,990.00	.010392
121-B	26,990.00	.010392
122-A	23,990.00	.009237
122-B	23,990.00	.009237
123-A	23,990.00	.009237

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
123-B	23,990.00	.009237
124-A	23,990.00	.009237
124-B	23,990.00	.009237
125-A	23,990.00	.009237
125-B	23,990.00	.009237
126-A	23,990.00	.009237
126-B	23,990.00	.009237
127-A	23,990.00	.009237
127-B	23,990.00	.009237
128-A	26,990.00	.010392
128-B	26,990.00	.010392
129-A	26,990.00	.010392
129-B	26,990.00	.010392
130-A	26,990.00	.010392
130-B	26,990.00	.010392
131-A	26,990.00	.010392
131-B	26,990.00	.010392
132-A	26,990.00	.010392
132-B	26,990.00	.010392
133-A	26,990.00	.010392
133-B	26,990.00	.010392
134-A	26,990.00	.010392
134-B	26,990.00	.010392
135-A	26,990.00	.010392
135-B	26,990.00	.010392

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
136-A	26,990.00	.010392
136-B	26,990.00	.010392
137-A	26,990.00	.010392
137-B	26,990.00	.010392
138-A	26,990.00	.010392
138-B	26,990.00	.010392
139-A	26,990.00	.010392
139-B	26,990.00	.010392
140-A	26,990.00	.010392
140-B	26,990.00	.010392
141-A	26,990.00	.010392
141-B	26,990.00	.010392
142-A	26,990.00	.010392
142-B	26,990.00	.010392
143-A	26,990.00	.010392
143-B	26,990.00	.010392
144-A	23,990.00	.009237
144-B	23,990.00	.009237
145-A	23,990.00	.009237
145-B	23,990.00	.009237
146-A	23,990.00	.009237
146-B	23,990.00	.009237
147-A	23,990.00	.009237
147-B	23,990.00	.009237

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
148-A	23,990.00	.009237
148-B	23,990.00	.009237
149-A	23,990.00	.009237
149-B	23,990.00	.009237
150-A	23,990.00	.009237
150-B	23,990.00	.009237
151-A	26,990.00	.010392
151-B	26,990.00	.010392
152-A	26,990.00	.010392
152-B	26,990.00	.010392
153-A	23,990.00	.009237
153-B	23,990.00	.009237
154-A	26,990.00	.010392
154-B	26,990.00	.010392
155-A	23,990.00	.009237
155-B	23,990.00	.009237
156-A	26,990.00	.010392
156-B	26,990.00	.010392
157-A	26,990.00	.010392
157-B	26,990.00	.010392
158-A	26,990.00	.010392
158-B	26,990.00	.010392
159-A	26,990.00	.010392

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
159-B	26,990.00	.010392
160-A	26,990.00	.010392
160-B	26,990.00	.010392

LIBER 4795 FOLIO 151

CERTIFICATION OF AMENDMENT

OF BY-LAWS

MARYLAND MUTUAL NO. NINE, INC.

This is to certify that the By-Laws of Maryland Mutual No. Nine, Inc., a Maryland Corporation, referred to in that Master Deed, made by Rossmoor Corporation, recorded among the Land Records of Montgomery County, Maryland, in Liber 4078 at Folio 724, et seq., (said By-Laws being attached to said Master Deed as "Exhibit B") were duly amended at a meeting of the membership of said Corporation held on the 18<sup>th</sup> day of February, 1976; that said meeting was duly called pursuant to all requirements for notice so as to permit said amendment; that said amendment was duly adopted at said meeting in accordance with all requirements for adoption of an amendment to said By-Laws; that the abstract from the minutes of said meeting attached hereto as "Exhibit I" is a true and complete copy of the amendment so adopted, and that the list of Residents of Maryland Mutual No. Nine, Inc., attached hereto as "Exhibit II" is a true and complete list of all ownerships in the Mutual Nine condominium of Rossmoor as the same is referred to in said Master Deed.

In witness whereof we hereunto set our hands and seals this 2<sup>nd</sup> day of June, 1976.

---

Col. Edward Adams, President  
Maryland Mutual No. Nine, Inc.

ATTEST:

---

J. Kennedy Irelan, Secretary  
Maryland Mutual No. Nine, Inc.

LIBER 4795 FOLIO 153

MINUTES OF THE FEBRUARY 18, 1976  
ANNUAL MEETING OF MEMBERS  
OF MARYLAND MUTUAL NO. NINE, INC.

WHEREAS it has been determined that it is desirable to change the provisions for annual meetings and upon, motion duly made and seconded the following amendment was adopted by vote of seventy-nine (79%) percent of the value of the project:

NOW, THEREFORE, Article IV, Section 2, of the By-Laws of Maryland Mutual No. Nine, Inc., are amended as follows:

In the second sentence of said Section in said Article the words "on the third Wednesday of February of each successive year" are repealed and in their place the following words shall be substituted: "In April of each successive year on a date, and at a time and place to be designated by the Board of Directors, said date, time and place to be stated in the notice of annual meeting required by these By-Laws."

WHEREAS it has been determined that it is desirable to provide for the annual assessment for additional cost of unit owners for full or portions of bonus rooms, upon motion duly made and seconded, the following amendment was adopted by vote of eighty (80%) percent of the value of the project:

NOW, THEREFORE, Section 1 of Article VIII is amended by adding a new Subsection (i) to Section 1 of Article VIII to read as follows:

" (i) In addition to any expenses for electricity apportioned by the corporation, the Board of Directors may annually charge an additional assessment against an owner of a unit designated by the Board of Directors as requiring the use of extra electricity due to a bonus room, or a portion of a bonus room or lack of storm sash protection. Such additional assessment shall be calculated on the same basis as electricity is charged to the Corporation, and no special assessment under the provisions of Section 2 of Article VIII hereof shall be required for the Corporation to so charge a unit owner."

THIS IS TO CERTIFY that the foregoing is a true copy of an excerpt from the Minutes of the above-referenced meeting.

---

Col. Edward Adams, President  
Maryland Mutual No. Nine, Inc.

---

J. Kennedy Ireland, Secretary  
Maryland Mutual No. Nine, Inc.



CERTIFICATION OF AMENDMENT

OF BY-LAWS

MARYLAND MUTUAL NO. NINE, INC.

This is to certify that the By-Laws of Maryland Mutual No. Nine, Inc., a Maryland Corporation, referred to in that Master Deed, made by Rossmoor Corporation, recorded among the Land Records of Montgomery County, Maryland, in Liber 4078 at Folio 724, et seq., (said By-Laws being attached to said Master Deed as "Exhibit B") were duly amended at a meeting of the membership of said Corporation held on the 18<sup>th</sup> day of February, 1976; that said meeting was duly called pursuant to all requirements for notice so as to permit said amendment; that said amendment was duly adopted at said meeting in accordance with all requirements for adoption of an amendment to said By-Laws; that the abstract from the minutes of said meeting attached hereto as "Exhibit I" is a true and complete copy of the amendment so adopted, and that the list of Residents of Maryland Mutual No. Nine, Inc., attached hereto as "Exhibit II" is a true and complete list of all ownerships in the Mutual Nine condominium of Rossmoor as the same is referred to in said Master Deed.

In witness whereof we hereunto set our hands and seals this 2<sup>nd</sup> day of June, 1976.

---

Col. Edward Adams, President  
Maryland Mutual No. Nine, Inc.

ATTEST:

---

J. Kennedy Irelan, Secretary  
Maryland Mutual No. Nine, Inc.

STATE OF MARYLAND       )  
                              ) ss:  
COUNTY OF MONTGOMERY   )

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of June, 1976, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared COL. EDWARD ADAMS, who made oath in due form of law that he executed the foregoing document (Certification of Amendment of By-Laws, Maryland Mutual No. Nine, Inc.) for the purposes therein contained.

WITNESS my hand and notarial seal.

---

Elizabeth A. L'Heureux, Notary Public

My Commission Expires: 7-1-78

STATE OF MARYLAND       )  
                              ) ss:  
COUNTY OF MONTGOMERY   )

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of June, 1976, before me, the subscriber, a Notary Public, in and for the State and County aforesaid personally appeared J. KENNEDY IRELAN, who made oath in due form of law that he executed the foregoing document (Certification of Amendment of By-Laws, Maryland Mutual No. Nine, Inc.) for the purposes therein contained.

WITNESS my hand and notarial seal.

---

Elizabeth A. L'Heureux, Notary Public

My Commission Expires: 7-1-78

MARYLAND MUTUAL NO. NINE, INC.

ADDRESS	OWNER	OCCUPANT/LESSEE
9-1 Cabot 14612 Edelman Dr. 111-A	Jack H.A. Cheshire Edna Mary Cheshire	
9-2 Cabot 14612 Edelman Dr. 111-B	August P. Herdtfelder Esther S. Herdtfelder	
9-3 Cabot 14606 Edelman Dr. 112-A	Dorothy White Ireland James Kennedy Ireland	
9-4 Cabot 14608 Edelman Dr. 112-B	Warren T. Roudebush Virginia H. Roudebush	
9-5 Cabot 14600 Edelman Dr. 113-A	Sidney Shapiro (Deceased 8/22/74) Harriet E. Shapiro	
9-6 Cabot 14602 Edelman Dr. 113-B	Carolyn S. Pincock	
9-7 Cabot 3637 Edelman Terr. 114-A	Halbert L. Dunn (Deceased) Elizabeth P. Dunn	
9-8 Cabot 3635 Edelman Terr. 114-B	A. Ross Eckler Jennie H. Eckler	
9-9 Buckingham 3524 Fiske Terrace 115-A	Katherine May Titlow	
9-10 Buck. 3526 Fiske Terr. 115-B	Pei-Yang Tan	
9-11 Cabot 3663 Edelman Terr. 116-A	Benjamin Rones Doris A. Rones	
9-12 Cabot 3661 Edelman Terr.	Albert A. Rosenfeld Helen S. Rosenfeld	

116-B

ADDRESS	OWNER	OCCUPANT/LESSEE
9-13 Cabot 3669 Edelmar Terr. 117-A	A. Lyndon Foscue Mary E. Foscue	
9-14 Cabot 3667 Edelmar Terr.. 117-B	Wilbur H. Youngman Fay M. Youngman	
9-15 Cabot 3666 Edelmar Terr. 118-A	Frank I. Roberts Diane S. Roberts	
9-16 Cabot 3668 Edelmar Terr. 118-B	John Shoemaker (Deceased) Pauline J. Shoemaker (now Mrs. Jean Brayton)	
9-17 Buckingham 3660 Edelmar Terr. 119-A	Grete L. Connelly	
9-18 Buck. 3662 Edelmar Terr. 119-B	James J. Carley Anna M. Carley	
9-19 Cabot 3654 Edelmar Terr. 120-A	Samuel B. Williams, Jr. Ingeborg C. Williams	
9-20 Cabot 3656 Edelmar Terr. 120-B	Virginia B. Jackson	
9-21 Cabot 3648 Edelmar Terr. 121-A	George H. Enfield Irene C. Enfield	
9-22 Cabot 3650 Edelmar Terr. 121-B	Michael F. Widman Delida L. Widman	
9-23 Buck. 3642 Edelmar Terr. 122-A	Alice N. Taltavull	

ADDRESS	OWNER	OCCUPANT/LESSEE
9-24 Cabot 3644 Edelmar Terr. 122-B	Henry E. Greene Elizabeth E. Greene	
9-25 Cabot 3636 Edelmar Terr. 123-A	John F. Marshall Cornelia M. Marshall	
9-26 Cabot 3638 Edelmar Terr. 123-B	Dewain Lyle Delp Verna Hoffman Delp	
9-27 Buck. 3630 Edelmar Terr. 124-A	Oleta H. Nelson	
9-28 Buck. 3632 Edelmar Terr. 124-B	Christopher S. Clayton Anna D. Clayton	
9-29 Buck. 3624 Edelmar Terr. 125-A	Elmo V. Coons Ruth C. Coons	
9-30 Buck. 3626 Edelmar Terr. 125-B	Gordon M. Clark Helen F. Clark	
9-31 Buck. 3618 Edelmar Terr. 126-A	Lester A. Williams Juanita C. Williams	
9-32 Buck. 3620 Edelmar Terr. 126-B	Robert N. Bretthauer	
9-33 Buck. 3612 Edelmar Terr. 127-A	Elsie L. Balderson	
9-34 Buck. 3614 Edelmar Terr. 127-B	William H. Whitney Lucile F. Whitney	
9-35 Cabot 3606 Edelmar Terr. 128-A	Harry W. Bagby Esther D. Bagby	

ADDRESS	OWNER	OCCUPANT/LESSEE
9-36 Cabot 3608 Edelmar Terr. 128-A	Harry Miller Bessie E. Miller	
9-37 Cabot 3600 Edelmar Terr. 129-A	Nettie L. McReynolds	
9-38 Cabot 3602 Edelmar Terr. 129-B	Edward L. Gresham Mattie S. Gresham	
9-39 Cabot 3603 Edelmar Terr. 130-A	Sydney S. Smith Esther Brown Smith	
9-40 Cabot 3601 Edelmar Terr. 130-B	Edwin B. Haakinson Jean R. Haakinson	
9-41 Cabot 3615 Edelmar Terr. 131-A	Dorothy T. Montague	
9-42 Cabot 3613 Edelmar Terr. 131-B	Irwin B. Lipman Beatrice Lipman	
9-43 Cabot 14603 Edelmar Dr. 132-A	Robert R. Johnson Bernice W. Johnson	
9-44 Cabot 14601 Edelmar Dr. 132-B	Daniel M. Derrick Rita A. S. Derrick	
9-45 Cabot 14609 Edelmar Dr. 133-A	John Charles O'Connor Mervyne Hinske O'Connor	
9-46 Cabot 14607 Edelmar Dr. 133-B	Joseph C. Warfield Bessie F. Warfield	
9-47 Cabot 14615 Edelmar Dr. 134-A	Paul W. Stromberg Nellie E. Stromberg	

ADDRESS	OWNER	OCCUPANT/LESSEE
9-48 Cabot 14613 Edelman Dr. 134-B	Richard M. McCraw Esther S. McCraw	
9-49 Cabot 14621 Edelman Dr. 135-A	Arthur J. Rappeport Celia Rappeport	
9-50 Cabot 14619 Edelman Dr. 135-B	George R. Snyder Mariel W. Snyder	
9-51 Cabot 14512 Fiske Dr. 136-A	Freeman Albery Mary J. Albery	
9-52 Cabot 14514 Fiske Dr. 136-B	Kenneth L. Scott Mary E. Scott	
9-53 Cabot 14506 Fiske Dr. 137-A	H. Herbert Hughes Mary B. Hughes	
9-54 Cabot 14508 Fiske Dr. 137-B	Eugene B. Daniels Marian B. Daniels	
9-55 Cabot 14500 Fiske Dr. 138-A	Jack M. Kramer Elsie Kramer	
9-56 Cabot 14502 Fiske Dr. 138-B	Vivian R. Hylton Manola M. Hylton	
9-57 Buck. 3557 Fiske Terrace 139-A	Roy O. Whitesel Helen T. Whitesel	
9-58 Buck. 3555 Fiske Terrace 139-B	Mary W. Henderson (She is Mrs. Mary Bailey)	
9-59 Cabot 3573 Fiske Terr. 140-A	Geraldine E. Mulhollen	

ADDRESS	OWNER	OCCUPANT/LESSEE
9-60 Cabot 3571 Fiske Terr. 140-B	Edward B. Lockett Katherine O'D Lockett	
9-61 Cabot 3579 Fiske Terr. 141-A	Charles F. Fuechsel June M. Fuechsel	
9-62 Cabot 3577 Fiske Terrace 141-B	Thomas M. Jenkins Anna Teresa Jenkins	
9-63 Cabot 3578 Fiske Terr. 142-A	William P. Blake, Jr. Lena L. Blake	
9-64 Cabot 3580 Fiske Terr. 142-B	George N. Young Clara D. Young	
9-65 Cabot 3572 Fiske Terr. 143-A	Lynn B. Van Dercook Helen E. Van Dercook	
9-66 Cabot 3574 Fiske Terr. 143-B	Gordon F. Anderson Carol W. Anderson	
9-67 Buck 3566 Fiske Terr. 144-A	Estelle M. Hayden	
9-68 Buck. 3566 Fiske Terr. 144-B	Frances A. Curtis	
9-69 Buck. 3560 Fiske Terr. 145-A	Rose C. Engelman	
9-70 Buck. 3562 Fiske Terr. 145-B	Ann R. Stretmater	
9-71 Buck. 3554 Fiske Terr. 146-A	Melvin H. Martin Marie O. Martin	



ADDRESS	OWNER	OCCUPANT/LESSEE
9-72 Buck. 3556 Fiske Terr. 146-B	Marie E. Malone Leslie W. Bonde (N-Occ)	
9-73 Buck. 3548 Fiske Terr. 147-A	Gene Curion Helen L. Curion	
9-74 Buck. 3550 Fiske Terr. 147-B	Maxwell L. Steiner Selma A. Steiner	
9-75 Buck. 3542 Fiske Terr. 148-A	Ethel D. Markham	
9-76 Buck. 3544 Fiske Terr. 148-B	Catherine D. Sippel	
9-77 Buck. 3536 Fiske Terr. 149-A	Eleanor G. Crawford	
9-78 Buck. 3538 Fiske Terr. 149-B	Hermyme G. Walters Donna Walters Ralph (N-Occ)	
9-79 Buck. 3538 Fiske Terr. 150-A	John W. Krasauskas Louise E. Krasauskas	
9-80 Buck. 3532 Fiske Terr. 150-B	Anna M. McIntire	
9-81 Cabot 3518 Fiske Terr. 151-A	William L. Thomas Wilma G. Thomas	
9-82 Cabot 3520 Fiske Terr. 151-B	Heinz Just Bertl Just	
9-83 Cabot 3512 Fiske Terr. 152-A	Wirth F. Ferger	

ADDRESS	OWNER	OCCUPANT/LESSEE
9-84 Cabot 3514 Fiske Terr. 152-B	Jacqueline A. Terry Hazel A. Terry	
9-85 Buck. 3506 Fiske Terr. 153-A	William C. Brown Katherine G. Brown	
9-86 Buckingham 3508 Fiske Terr. 153-B	George F. Hughes Shirley R. Hughes	
9-87 Cabot 3500 Fiske Terrace 154-A	Thomas K. Kuffner Elizabeth E. Kuffner	
9-88 Cabot 3502 Fiske Terr. 154-B	Benn C. Comstock Genevieve H. Comstock	
9-89 Buck. 3503 Fiske Terr. 155-A	Dorothy E. Duell John G. Hanagan (N-Occ)	
9-90 Buck. 3501 Fiske Terr. 155-B	Caroline B. Wrenn	
9-91 Cabot 3509 Fiske Terr. 156-A	Harold Gill Mabel E. Gill	
9-92 Cabot 3507 Fiske Terr. 156-B	Harold A. Marth Virginia C. Marth	
9-93 Cabot 3523 Fiske Terr. 157-A	Bernard L. Smith Margaret K. Smith	
9-94 Cabot 3521 Fiske Terr. 157-B	John L. Finn Frances J. Finn	
9-95 Cabot 14503 Fiske Dr. 158-A	James F. Bunting Emma Lee Bunting	

ADDRESS	OWNER	OCCUPANT/LESSEE
9-96 Cabot 14501 Fiske Dr. 158-B	Leo Saemann Elizabeth Saemann	
9-97 Cabot 14509 Fiske Dr. 159-A	Edward F. Adams Elsie G. Adams	
9-98 Cabot 14507 Fiske Dr. 159-B	Alfred W. Andrews Mary R. Andrews	
9-99 Cabot 14515 Fiske Dr. 160-A	LaVerne C. Kiplinger (Her address is: 6609 River Road, Bethesda Md. 20034)	Leasing to
9-100 Cabot 14513 Fiske Dr. 160-B	James A. Flanagan Jane M. Flanagan	

LIBER 6898 FOLIO 377

CERTIFICATE OF AMENDMENT

I.D.# 1466405

OF BY-LAWS

MARYLAND MUTUAL NO. NINE, INC.

A CONDOMINIUM

This is to certify that the By-Laws of Maryland Mutual No. Nine, Inc., a Maryland Corporation, referred to in that Master Deed, made by Rossmoor Corporation, recorded among the Land Records of Montgomery County, Maryland, in Liber 4078 at Folio 723, et seq., (said By-Laws being attached to said Master Deed as "Exhibit B") were duly amended at the annual meeting of the membership of said corporation held on the 25<sup>th</sup> day of April 1985; that said meeting was duly called pursuant to all requirements for notice so as to permit said amendment of the By-Laws; that said amendment was duly adopted at said meeting in accordance with all requirements for adoption of an amendment to said By-Laws; that the entry from the minutes of said meeting attached hereto as "Exhibit I" is a true and complete copy of the amendment so adopted; and that attached hereto as "Exhibit II" is a certificate of the persons appointed to count votes at the meeting of the Council of Unit Owners; that the amendment was approved by unit owners having the percentage of votes required by the By-Laws.

In witness whereof we hereunto set our hands and seals this 3<sup>rd</sup> day of July, 1985.

\_\_\_\_\_  
Jack Kramer, President

Maryland Mutual No. Nine, Inc.

ATTEST:

\_\_\_\_\_  
Robert Bretthauer, Secretary

Maryland Mutual No. Nine, Inc.

Parcel I.D. No. \_\_\_\_\_

STATE OF MARYLAND        )  
                              ) ss:  
COUNTY OF MONTGOMERY    )

I HEREBY CERTIFY that on this 3<sup>rd</sup> day of July, 1985, before me, the subscriber, a Notary Public, in and for the State and County aforesaid personally appeared Mr. Jack Kramer, who made oath in due form of law that he executed in his capacity as President of Maryland Mutual No. Nine, Inc. the foregoing document (Certification of Amendment of By-Laws, Maryland Mutual No. Nine, Inc.) for the purposes therein contained, and acknowledges this to be his act.

WITNESS my hand and notarial seal.

---

Elizabeth A. L'Heureux, Notary Public

My Commission Expires: 7-1-86

STATE OF MARYLAND        )  
                              ) ss:  
COUNTY OF MONTGOMERY    )

I HEREBY CERTIFY that on this 3<sup>rd</sup> day of July, 1985, before me, the subscriber, a Notary Public, in and for the State and County aforesaid personally appeared Robert Bretthauer, who made oath in due form of law that he executed in his capacity as Secretary of Maryland Mutual No. Nine, Inc. the foregoing document (Certification of Amendment of By-Laws, Maryland Mutual No. Nine, Inc.) for the purposes therein contained, and acknowledges this to be his act.

WITNESS my hand and notarial seal.

---

Elizabeth A. L'Heureux, Notary Public

My Commission Expires: 7-1-86

EXHIBIT 1

EXCERPT FROM MINUTES OF THE  
ANNUAL MEETING OF THE MEMBERSHIP OF

MARYLAND MUTUAL NO. NINE, INC.

April 25, 1985

Whereas it has been determined that it is desireable to amend Article VIII, Section 1 and 2, 3, 4, 5, 6, 7, Article VII, Section 1, and Article VII, Section 3 of the By-Laws of the Council of Unit Owners of Maryland Mutual No. Nine, Inc., after the Membership cast ballots regarding the proposed amendments, it was passed by 77.212387% of the Membership to

AMEND ARTICLE VIII, Section 1, by deleting in its entirety all of Section 1 preceding the last two paragraphs thereof and substituting in lieu thereof the following:

Section 1. Annual Assessments for Expenses. Each member shall pay to the Corporation, in advance, for each month of each year, a sum equal to one-twelfth (1/12) of the total of the following amounts, as estimated by the Board of Directors:

(a) an amount to cover the expected cost of electricity furnished for that year to that unit, which amount (1) shall be determined by applying the E-Rating formulated by the Leisure World of Maryland Corporation for, or assigned by it to, that unit or, if the Board of Directors so decides, shall be computed under any other method established by the Corporation that is reasonably designed to measure the expected use of electricity by that unit during that year, and (2) may include additional amounts with respect to any bonus or Florida room or other additional rooms of the unit or space therein, or lack of storm sash protection.

(b) an equal amount for each unit in the project to cover the cost of garbage and trash collection and of facilities and other services furnished for that year under the Leisure World of Maryland Trust Agreement of March 9, 1966 (recorded at Liber 3479, Folio 396, in the land records of Montgomery County, Maryland), as amended;

(c) an amount equal to the member's proportionate share (determined in accordance with the percentage interests in common expenses and common profits of the project set forth in Exhibit C attached to the Master Deed) of the sum required to meet the other annual expenses of the project including:

(1) the cost of necessary management and administration;

(2) 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;

(3) the cost of fire and extended liability insurance on the project and the cost of such other insurance as the Corporation, may secure;

LIBER 6898 FOLIO 380

(4) the cost of furnishing or securing water and sewer service, and (except to the extent included in clause (a) or (b) of this section) other services or utilities not separately metered or billed directly to the unit by the utility or other company;

(5) the cost of funding all reserves established by the Corporation, or under such Trust Agreement of March 9, 1966, including when appropriate, a general operating reserve and a reserve for replacements;

(6) the estimated cost of repair, maintenance, and replacement of the common elements of the project to be made by the Corporation; and

(7) the cost of all other operating expenses of the project and of other facilities and service furnished or secured by it (except to the extent included in clause (a) of this section.)

AMEND ARTICLE VIII, by adding a new Section 2 as follows:

Section 2. Budget. The Board of Directors, with assistance and counsel of the Management Agent, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Corporation to meet its annual expenses and other amounts referred to in Section 1 of this Article for that period. The budget herein required to be prepared and adopted by the Board of Directors shall be in a format consistent with the classification of the accounts of the Corporation, as hereinafter in these By-Laws provided for, and shall provide for sufficient estimates on a monthly basis, to permit comparison to and analysis of deviations from the various periodic reports of the actual results of operations and actual financial condition of the Corporation, on both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices, consistently applied. Copies of the budget shall be available for examination by the members and by their duly authorized agents and attorneys, and to the institutional holder of any first mortgage on any condominium unit in the project and by their duly authorized agents and attorneys during normal business hours for purposes reasonably related to their respective interests.

AMEND ARTICLE VIII further as follows:

Section 2 becomes Section 3; Section 3 becomes Section 4; Section 4 becomes Section 5; Section 5 becomes Section 6; Section 6 becomes Section 7; Section 7 becomes Section 8.

AMEND ARTICLE VII, Section 1, preceding clause (a) by striking out "and may pay out of the common expense fund hereinelsewhere provided for", and substituting in lieu thereof, "and shall pay" so that the first paragraph of Section 1 reads as follows:

The Corporation, 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 shall pay the following:

AMEND ARTICLE VII Section 3, by deleting Section 3 in its entirety and substituting in lieu thereof the following:

Section 3. Duty to Maintain. Except for maintenance requirements herein imposed upon the Corporation, the owner, of any condominium unit shall, at his own expense, maintain and keep the

LIBER 6898 FOLIO 381

interior of his condominium unit and any and all equipment, appliances, or fixtures therein situate, and its other appurtenances (including without limitation, any fenced area, patio or the like appurtenant to such condominium unit and designated herein or in the Master Deed or the Condominium Plat as a limited common element reserved for exclusive use by the owner of that particular condominium unit, and including all mechanical equipment and appurtenances located outside such unit which are designed, designated and installed to serve only that unit), in good order, condition and repair, 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 condominium unit. In addition, to the foregoing the owner of any condominium unit shall, at his own expense, replace any plumbing and electrical fixtures, water heaters, fireplaces, plenums, heating and air-conditioning equipment, or lighting fixtures, refrigerators, freezers, trash compactors, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and other equipment that may be in or declared to be appurtenant to such condominium unit, and shall, at his own expense, maintain and repair such plumbing and electrical fixtures, appliances and other equipment except to the extent otherwise provided by a generally applicable decision of the Board of Directors.

THIS IS TO CERTIFY that the foregoing amendment to the By-Laws was adopted at the annual meeting of the membership of Maryland Mutual No. Nine, Inc. on April 25, 1985 and that said action is approved by the Board of



Directors and that the attached is a true copy of the new By-Laws so adopted.

---

Jack Kramer, President  
Maryland Mutual No. Nine, Inc.

ATTEST:

---

Elizabeth A. L'Heureux, Assistant Secretary

REPORT OF INSPECTORS OF ELECTION

MEMBERS REPRESENTED AT ANNUAL MEETING

The undersigned, duly appointed and qualified Inspectors of Election at the Annual meeting of members of MARYLAND MUTUAL NO. NINE, INC., held on April 25 , 1985 , hereby certify that there are present in person or by proxy a total of 86 memberships of said Corporation, as follows, and that the same represent .869541 percent of the total value of the project known as MARYLAND MUTUAL NO. NINE, INC.

Present 62 (in person)

Proxy 24

WITNESS our hands the year and day first above written

\_\_\_\_\_  
Inspector

\_\_\_\_\_  
Inspector

\_\_\_\_\_  
Inspector

CERTIFICATE AND REPORT

OF

INSPECTORS OF ELECTION

The undersigned, duly appointed Inspectors of Election of \_\_\_\_\_  
\_\_\_\_\_ MARYLAND MUTUAL NO. NINE, INC. \_\_\_\_\_

do hereby certify as follows:

- (A) That a meeting of the Corporation was held on the 25<sup>th</sup> day of April, 1985, pursuant to due notice.
- (B) That before entering upon the discharge of our duties we were severally sworn, and the oath so taken by us is annexed hereto.
- (C) That we inspected the signed proxies used at the meeting, if any, and found the same to be in proper form.
- (D) That members representing at least 51% percent of the total value of the project were present at the meeting, either in person or by proxy.
- (E) That we received the votes by the members by ballot for the election of 3 directors of the Corporation and that the following received the number of votes set opposite their names said votes representing the percentages of the total value of the project set opposite their respective names:
- (F) That we received the votes by the members by ballot for by-law amendments and that the following amendment received the votes representing the percentages of the total value of the project set opposite the respective amendment. (See reverse side).

\_\_\_\_\_  
Inspector

\_\_\_\_\_  
Inspector

\_\_\_\_\_  
Inspector

OATH OF INSPECTORS OF ELECTION

STATE OF MARYLAND        )  
                              )     S S  
COUNTY OF MONTGOMERY    )

The undersigned, duly appointed Inspector of Election of \_\_\_\_\_  
MARYLAND MUTUAL NO. NINE, INC.

being severally and duly sworn, do solemnly swear that we will fairly and impartially perform our duties as Inspectors of Election at the election to be held on April 25, 1985, for Director of the Corporation, and will faithfully and diligently canvass the votes cast at such election and honestly and truthfully report the results of said election.

\_\_\_\_\_  
Elizabeth A. L'Heureux, Notary Public

My Commission Expires: 7-1-86

CERTIFICATE AND REPORT

OF

INSPECTORS OF ELECTION

The undersigned, duly appointed Inspectors of Election of \_\_\_\_\_ hereby  
Maryland Mutual No. Nine, Inc.  
certify as follows:

- (A) That an annual meeting of the Corporation was held on the 18<sup>th</sup> day of April, 1990, pursuant to due notice.
- (B) That before entering upon the discharge of our duties we were severally sworn, and the oath so taken by us is annexed hereto.
- (C) That we inspected the signed proxies used at the meeting, if any, and found the same to be in proper order.
- (D) That members representing at least 70.10% percent of the total value of the project were present at the meeting, either in person or by proxy.
- (E) That we received the votes by the members by ballot for the election of two directors of the Corporation and that the following received the number of votes set opposite their names, said votes representing the percentages of the total value of the project set opposite their respective names:
- (F) That we received the votes by the members by ballot for by-law amendments and that the following amendment received the votes representing the percentages of the total value of the project set opposite the respective amendment. (See reverse side).

\_\_\_\_\_  
Inspector

\_\_\_\_\_  
Inspector

\_\_\_\_\_  
Inspector

## LIBER 9497 FOLIO 725

MARYLAND MUTUAL NO. NINE, INC.  
 ANNUAL MEETING  
 APRIL 18, 1990

COLOR CODES:  
 Cabot .010393 (66) Green  
 Buckingham .009238 (34) Yellow

MASTER TALLY SHEET

#1 AGE RESTRIC.	YELLOW	GREEN	TOTAL
APPROVE	.193998	.478078	.672076
DISAPPROVE	.018476	.010393	.028869
#2 RULES			
APPROVE	.212474	.467685	.680159
DISAPPROVE	-0-	-0-	-0-
#3 DISPUTE			
APPROVE	.193998	.467585	.671683
DISAPPROVE	-0-	-0-	-0-

---

Inspector, Elizabeth Saemann

## WHAT NEW RESIDENTS OF MUTUAL NINE SHOULD KNOW

### WHAT THE NEW RESIDENTS OF MUTUAL NINE SHOULD KNOW

When you bought a manor in a community of condominiums, you relinquished certain rights you enjoyed in your previously owned property. At the same time, you have relinquished many property maintenance responsibilities which are assumed by the community. The following is a brief explanation of our Mutual responsibilities.

- 1) What do you own? You own your manor, the slab on which it is built and an undivided interest in the "common elements."
- 2) What are "common elements" and "limited common elements?" your patio is a "limited common element" restricted to your sole use, but community owned. "Common elements" is a term applied to all the rest of the land area in the Mutual. Its maintenance is the responsibility of the Mutual
- 3) How is the Mutual governed? An elected Board of Directors (5) has sole authority over the management of the affairs of the Mutual, which is incorporated under the laws of the State of Maryland. They are elected by the unit owners at the annual meeting of the corporation. They serve without remuneration.
- 4) How is the corporation financed? Annually, the Board of Directors adopts a budget in cooperation with a community Budget Committee to cover all anticipated expenses for the coming year, including direct Mutual expenses and community expenses shared with other Mutuels. Each unit owner makes a monthly payment to cover the budgeted expenses.
- 5) What specifically does this monthly payment cover? It covers payment for all utility costs (except telephone), the maintenance of the grounds, replacement of trees and shrubs on "common elements" lost by storm or other causes, correction of drainage problems, replacement of sidewalks and garage aprons as needed, snow removal from streets, sidewalks and garage aprons, painting of the manors and fences as approved by the Directors, correction of roof leaks, replacement of garage doors as needed, and other physical maintenance problems that may occur outside of the manor.
- 6) Is our manor insured? Yes. All manors are insured by casualty-physical damage insurance under an "All-Risk" form of insurance up to the full replacement value of the manor. Personal property of the resident is not covered.
- 7) Does the community carry liability insurance? Yes. This policy covers all insurance needed to cover liability claims for bodily injury and property damage, including accidents on community property or "common elements." It does not cover personal liability for accidents which may take place in a resident's own manor.

8) Services available to residents:

- a. Medical Center. Staffed by a Medical Director and other physicians, including a registered therapist, with registered nurses on duty 24-hours per day, seven days a week
- b. Pharmacy. Open 9 am to 12 noon-1 pm to 5pm, Monday through Friday. Registered pharmacist on duty.
- c. Dental. Staffed by dentist and hygienist
- d. Maintenance of equipment such as refrigerators, washer and dryer, hot water heater, disposal, dishwasher, and plumbing of standard approved design is provided by the Physical Properties Department (4900) for a small charge, plus cost of any replacement parts of repairable items. This does not apply to garage door openers or other optional equipment. Replacement of non-repairable items is owner's responsibility.
- e. TV Cable Service. The community is served by a Cable TV antenna system which is maintained and serviced by the Physical Properties Department. If problems develop with your Cable TV call 4900. This service does not extend to your TV set itself.
- f. Transportation. Minibus service within the community and to nearby shopping centers is provided at regular intervals, except Sunday. Call the Education and Recreation office (7660) for schedules.
- g. Trash Collection. The community maintains its own trash collection service. Trash is picked up in Mutual 9 on Mondays and Thursdays. Newsprint, which must be separated from other trash, tied in bundles by County regulation is picked up on Wednesday. Trash must be put in containers with tops or sealed in bags, preferable on the morning of pick-up to prevent ravages by squirrels and crows.
- h. Special parking privileges. These may be provided for handicapped persons in the community building parking spaces. Application forms are available from the Administration office.

9) Restrictions.

- a. No structural changes of any kind or additions to the outside of your manor may be made without the approval of the community Architectural and Landscape Committee plus the approval of the Mutual Nine Board of Directors. Applications



for changes or additions to the outside of your manor are available at the Administration Building.

- b. No planting of trees and shrubs or the making of flower beds, or the placing of bird baths and feeding stations on "common elements" is permitted. If the planting of additional trees or shrubs is approved by the A & L committee, it shall be at the applicant's expense. Such trees or shrubs become the property of the Mutual and will be maintained by it.
- c. Foundation Plantings. Plantings of shrubs and flowers in beds not over 4 feet wide from the manor wall (5 feet permitted under overhangs) must be fully mulched with no wire, plastic or stone edging. No vegetable or fruit plants, artificial flowers, garden ornaments or statuary are permitted in foundation plantings. Maintenance of foundation plantings is the owner's responsibility.
- d. No signs of any kind shall be posted or displayed on, in, from or about any manor.
- e. No door-to-door solicitation of any kind is permitted by either outsiders or residents for any purpose.
- f. No business of any kind is permitted to be carried in or from any manor.
- g. Dogs and cats and any other pets must be kept on leash. This is a County ordinance. For toilet purposes animals must be kept away from buildings or walks. The median strip on South Leisure World Boulevard is a designated area for this purpose.

#### 10) Security.

The Georgia Avenue gate is manned 24-hours a day by guards- armed by night. The Norbeck gate is open from 6 am to 5:30 pm (subject to change) and closed on Sunday. Routine tours of the community are made during the night by the guards. County police also routinely tour the community. To facilitate your entrance you must secure an identifying vehicle sticker from the Administration Office. To facilitate entrance of guests, the gate should be notified in advance of arrival (8500) if the guest does not have a visitors pass. These passes may be secured from the Administration Office for those regularly visiting you.

- 11) There is a monthly meeting of the Board of Directors which is presently scheduled on the third Friday of every month at 2:00 p.m. in the Administration Building. This meeting is held to conduct the business of the Mutual, payment of bills, authorize and direct needed action within the confines of the Mutual and to receive and discuss information relative to total community needs, incidents

and/or actions of interest. Decisions and directives of the Community Council are provided by our Mutual Representative and the General Manager for your directors' consideration at this time.

Mutual residents may attend any of those meetings and are encouraged to do so. Their attendance is necessarily passive, however, as authority for resolution, actions and commitments has been vested in the Board of Directors through the annual elective process

Requests for specific services, i.e. plumbing, electrical appliances, maintenance, etc. should be directed initially by residents to the operating department need - Physical Properties, Medical Center, Gatehouse, etc. Failure of services through proper channels and/or suggestions from Community improvements should be brought to the attention of any member of your Board of Directors for resolution and follow up.

MARYLAND MUTUAL NO. NINE, INC.  
BYLAW AMENDMENT

Article XIII of the Bylaws of Maryland Mutual No. Nine, Inc. is amended by adding at the end thereof the following section.

Section 4. Damage Originating From Unit. (Insurance Deductible)

The deductible if any, on any master property damage insurance claim shall be a common expense, subject to the provisions of this subsection.

If the cause of any casualty damage originates in a unit, as a result of the fault or negligence of the owner of the unit, the owner of the unit shall be responsible for paying the deductible amount of up to \$1,000 with respect to any claim made under the Leisure World of Maryland's master property damage insurance policy, up to the maximum amount permitted by the Maryland Condominium Act, and such amount may be assessed against the unit as part of the lien for assessments. Any portion of the deductible amount in excess of the maximum permitted by the Maryland Condominium Act to be charged to the unit owner shall be a common expense.

This subsection shall not be construed to limit any party's liability to the Corporation, or to any unit owner for party's wrongful or negligent acts or omissions, nor to limit any right of the Corporation or of any unit owner to seek reimbursement of any deductible amount paid under this subsection from a party whose wrongful or negligent acts or omissions caused the damage for which the insurance claim was submitted, as permitted in these bylaws or otherwise.



MARYLAND MUTUAL NO. NINE, INC.

OATH OF INSPECTORS OF ELECTION

STATE OF MARYLAND

COUNTY OF MONTGOMERY

The undersigned, duly appointed Inspectors of Election of Maryland Mutual No. Nine, Inc. being severally and duly sworn, do solemnly swear that we will fairly and impartially perform our duties as Inspectors of Election for the Special Meeting held on June 17, 2002, for amendment of the Bylaws, and will faithfully and diligently canvass the votes cast at such vote and honestly and truthfully report the results of said vote.

Renee Steward

Renee Steward  
Inspector of Election

Clarise Pruitt

Clarise Pruitt  
Inspector of Election

SUBSCRIBED AND SWORN to before me on this 17th Day of June, 2002.

Elizabeth A. L'Heureux  
Notary Public

Elizabeth A. L'Heureux

My Commission Expires: 8/1/05

## EXHIBIT II

## MARYLAND MUTUAL NO. NINE, INC.

## REPORT OF INSPECTORS OF ELECTION

The undersigned duly appointed and qualified Inspectors of Election for the Special Meeting of members of Maryland Mutual No. Nine, Inc. held on June 17, 2002 hereby certify that there are registered a total of 79 memberships of said Corporation, and that the same represent 76% of the total of the project known as Maryland Mutual No. Nine, Inc.

Present in Person and by Proxy 76%

WITNESS our hands the year and day first above written.



Renee Steward  
Inspector of Election



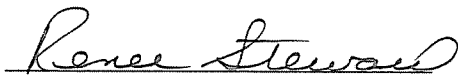
Clarise Pruitt  
Inspector of Election

## MARYLAND MUTUAL NO. NINE, INC.

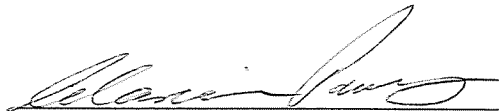
CERTIFICATE AND REPORT  
OF  
INSPECTORS OF ELECTION

The undersigned, duly appointed Inspectors of Election of Maryland Mutual No. Nine, Inc.

- (A) The Special Meeting of the Corporation was held on the 17<sup>th</sup> day of June 2002 pursuant to due notice.
- (B) That before entering upon the discharge of our duties we were severally sworn and the oath taken by us is annexed hereto.
- (C) That we inspected the ballots used at the meeting, and found the same to be in proper order.
- (D) That members representing at least  $66 \frac{2}{3}$  percent of the total value of the project were registered.
- (E) That we received the votes by the members by ballot for amendment of the Bylaws, and that the amendment received affirmative votes representing 76% of the total value of the project.



Renee Steward  
Inspector of Election



Clarise Pruitt  
Inspector of Election

RETURN TO:  
LEISURE WORLD OF MARYLAND CORP.  
3701 ROSSMOOR BLVD.  
SILVER SPRING MD 20906  
ATT: ELIZABETH A. L'HEUREUX

## CERTIFICATE OF AMENDMENT

## OF BYLAWS


## MARYLAND MUTUAL NO. 9, INC.

This is to certify that the Bylaws of Maryland Mutual No. Nine, Inc., referred to in that Master Deed, made by Rossmoor Construction Corporation, Inc., recorded among the Land Records of Montgomery County, Maryland, in Liber 4078 at Folio 724, et. Seq. (said Bylaws being attached to said Declaration as "Exhibit B") were duly amended at a Special Meeting of the membership of said Corporation held on the 19<sup>th</sup> of November, 2003; that said amendment was duly adopted in accordance with all requirements for adoption of an amendment to said Bylaws; that the amendment attached hereto as "Exhibit I" is a true and complete copy of the amendment so adopted; and that attached hereto as "Exhibit II" is a certificate of the persons appointed to count votes at said meeting of the Council of Unit Owners; that the amendment was approved by unit owners having the percentage of votes required by the Bylaws.

In witness whereof, we hereunto set our hands and seals this 19<sup>th</sup> day of November, 2003.

2004 APR 23 A 10:21

FILED  
MOLLY O. RUHL  
CLERK'S OFFICE  
MONTGOMERY COUNTY, MD



David P. Black, President  
Maryland Mutual No. 9, Inc.

RECORDING FEE	75.00
IMP. PD. SURE	20.00
TOTAL	95.00
Rest. MOGS	RCpt # 32230
MOR	RC
Apr 23, 2004	DLK # 5630
	10:19 am

ATTEST:

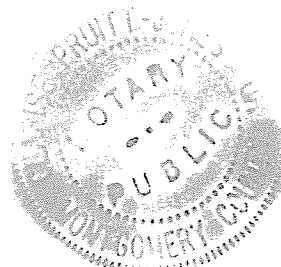
Barbara Shen

Barbara Shen, Secretary  
Maryland Mutual No. 9, Inc.

*Blaise Pruitt-Jones*  
My Notary expires 11/04/2006

I.D. No. 1466405

Return to: *Jessie Tassell*  
*Leisure World of MD*  
*3701 ROSSMOOR BLVD.*  
*SILVER SPRING MD 20906*





## EXHIBIT I

MARYLAND MUTUAL NO. NINE, INC.  
BYLAW AMENDMENT

Article VI of the Bylaws of Maryland Mutual No. Nine, Inc. is amended by adding at the end thereof the following section.

Section 8. Liability and Indemnification of Officers, Directors, Committee Members and Other Volunteers

In accordance with the Leisure World Community Corporation Guidelines for the Indemnification of Council of Unit Owners, Officers, Directors, Committee Members and Volunteers, the Maryland Mutual No. Nine, Inc. Council of Unit Owners shall indemnify every officer, director, committee member and other volunteers of the Council of Unit Owners against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer, director, committee member or volunteer in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Council of Unit Owners) to which he may be made a party by reason of being or having been an officer, director, committee member or other volunteer at the time such expenses are incurred. The officers, directors, committee members and other volunteers of the Council of Unit Owners shall not be liable to the members of the Council of Unit Owners for any mistake of judgement, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers, directors, committee members and other volunteers of the Council of Unit Owners shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council of Unit Owners or the condominium (except the extent that such officers, directors, committee members and other volunteers may also be owners of units) and the Council of Unit Owners shall indemnify and forever hold each such officer, director, committee member and other volunteer 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 in addition to and exclusive of any rights to which any officer, director, committee member or volunteer of the Council of Unit Owners or former officer, director, committee member or volunteer of the Council of Unit Owners may be entitled.

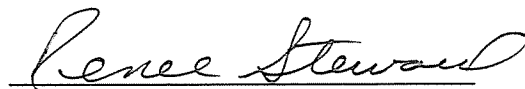
## MARYLAND MUTUAL NO. NINE, INC.

## OATH OF INSPECTORS OF ELECTION

## STATE OF MARYLAND

## COUNTY OF MONTGOMERY

The undersigned, duly appointed Inspectors of Election of Maryland Mutual No. Nine, Inc. being severally and duly sworn, do solemnly swear that we will fairly and impartially perform our duties as Inspectors of Election for the Special Meeting held on November 19, 2003, for amendment of the Bylaws, and will faithfully and diligently canvass the votes cast at such vote and honestly and truthfully report the results of said vote.

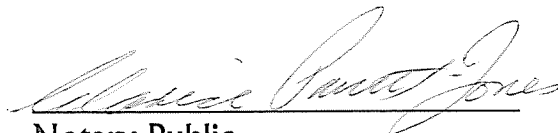


Renee Steward  
Inspector of Election

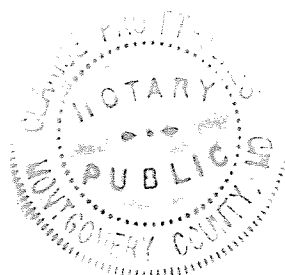


Joan Griffin  
Inspector of Election

SUBSCRIBED AND SWORN to before me on this 5<sup>th</sup> Day of March, 2004



Notary Public



My Commission Expires: 11/04/2007

## EXHIBIT II

## MARYLAND MUTUAL NO. NINE, INC.

## REPORT OF INSPECTORS OF ELECTION

The undersigned duly appointed and qualified Inspectors of Election for the Special Meeting of members of Maryland Mutual No. Nine, Inc. held on November 19, 2003 hereby certify that there are registered a total of 77 memberships of said Corporation, and that the same represent 76% of the total of the project known as Maryland Mutual No. Nine, Inc.

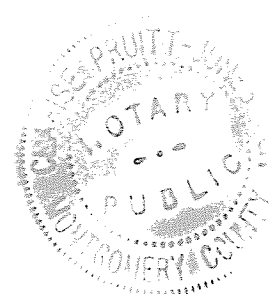
Present in Person and by Proxy 72%

WITNESS our hands the year and day first above written.

Renee Steward  
Renee Steward  
Inspector of Election

Joan Griffin  
Joan Griffin  
Inspector of Election

*Celene Pruitt-Jones*  
*My Notary expires 11/04/2007*



## MARYLAND MUTUAL NO. NINE, INC.

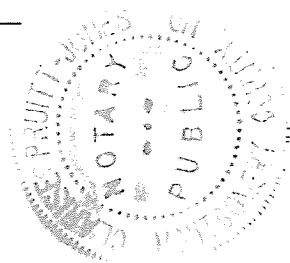
CERTIFICATE AND REPORT  
OF  
INSPECTORS OF ELECTION

The undersigned, duly appointed Inspectors of Election of Maryland Mutual No. Nine, Inc.

- (A) The Special Meeting of the Corporation was held on the 19<sup>th</sup> day of November 2003 pursuant to due notice.
- (B) That before entering upon the discharge of our duties we were severally sworn and the oath taken by us is annexed hereto.
- (C) That we inspected the ballots used at the meeting, and found the same to be in proper order.
- (D) That members representing at least  $66 \frac{2}{3}$  percent of the total value of the project were registered.
- (E) That we received the votes by the members by ballot for amendment of the Bylaws, and that the amendment received affirmative votes representing 72% of the total value of the project.

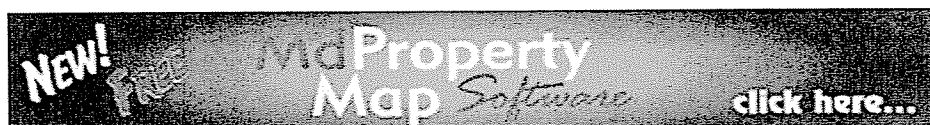
Renee Steward  
Renee Steward  
Inspector of Election

Joan Griffin  
Joan Griffin  
Inspector of Election



RETURN TO:  
LEISURE WORLD OF MARYLAND CORP.  
3701 ROSSMOOR BLVD.  
SILVER SPRING MD 20906  
ATT: JESSIE A. MASELKA

*Elizabeth Pruitt-Jones*  
*my notary expires 11/04/2007*



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**MONTGOMERY COUNTY**  
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Name	Account	Street	OWN OCC	Map Parcel
SPRINGER ROBERT F	13 01467956	3600 EDELMAR TER	H	HS51
BLACK DAVID P & O	13 01467980	3601 EDELMAR TER	H	HS51
LAYTON MAZELLA H	13 01467967	3602 EDELMAR TER	H	HS51
GRANT LEON M & AN	13 01467978	3603 EDELMAR TER	H	HS51
LARMER CLYDE M &	13 01467934	3606 EDELMAR TER	H	HS51
NISSON CALVIN J T	13 01467945	3608 EDELMAR TER	H	HS51
GANASCIOLI ERMA G	13 01467912	3612 EDELMAR TER	H	HS51
TANA FERDINAND J	13 01468005	3613 EDELMAR TER	H	HS51
DURGIN ELIZABETH	13 01467923	3614 EDELMAR TER	H	HS51
BERILLA THOMAS &	13 01467991	3615 EDELMAR TER	H	HS51
KERN HAROLD L & L	13 01467898	3618 EDELMAR TER	H	HS51
MARGARET L WILEY	13 01467901	3620 EDELMAR TER	H	HS51
ROTH JANET T	13 01467876	3624 EDELMAR TER	H	HS51
MCCLAIN MARGUERIT	13 01467887	3626 EDELMAR TER	H	HS51
LASHLEY GLENN T	13 01467854	3630 EDELMAR TER	H	HS51
OAKES ROBERT S &	13 01467865	3632 EDELMAR TER	H	HS51
THE SPARROW FAMIL	13 01467661	3635 EDELMAR TER	N	HS51
MCGILLICUDDY DANI	13 01467832	3636 EDELMAR TER	H	HS51
ANDERSON ALVIN L	13 01467650	3637 EDELMAR TER	H	HS51
HEICHE GERHARD F	13 01467843	3638 EDELMAR TER	H	HR53
WALL CHARLES H JR	13 01467810	3642 EDELMAR TER	H	HS51
SHONE JOHN L & O	13 01467821	3644 EDELMAR TER	H	HS51
DUBIE LOUIS E	13 01467796	3648 EDELMAR TER	H	HS51
LUTWAK LEO	13 01467808	3650 EDELMAR TER	H	HS51
MCNIFF GERARD L	13 01467774	3654 EDELMAR TER	H	HR53
WELLS SUSANNE A E	13 01467785	3656 EDELMAR TER	H	HS51
CONNELLY GRETE L	13 01467752	3660 EDELMAR TER	H	HS51
NEUMANN IRMGARD T	13 01467706	3661 EDELMAR TER	H	HS51
CLARK TACOMA G	13 01467763	3662 EDELMAR TER	H	HS51
RABER DORIS E ET	13 01467694	3663 EDELMAR TER	H	HS51

KNAPP RUTH W TR	13 01467730	3666 EDELMAR TER	H	HS51
SEBASTIANO VINCEN	13 01467728	3667 EDELMAR TER	H	HS51
BRAYTON PAULINE J	13 01467741	3668 EDELMAR TER	H	HS51
DONNELLY ALBERT E	13 01467717	3669 EDELMAR TER	H	HS51
SHAPIRO HARRIET E	13 01467637	14600 EDELMAR DR	H	HS51
DERRICK DANIEL M	13 01468027	14601 EDELMAR DR	N	HS51
NOLAN KATHLEEN D	13 01467648	14602 EDELMAR DR	H	HS51
HUGHES DAVID C &	13 01468016	14603 EDELMAR DR	H	HS51
MCINTIRE ELEANOR	13 01467615	14606 EDELMAR DR	N	HS51
STALTERS WILLIAM	13 01468040	14607 EDELMAR DR	H	HS51
OSTRYE BARBARA M	13 01467626	14608 EDELMAR DR	H	HS51
OCONNOR MERVYNE H	13 01468038	14609 EDELMAR DR	H	HS51
CHESHIRE JACK H A	13 01466484	14612 EDELMAR DR	H	HS51
TOLMAN ROBERT A &	13 01468062	14613 EDELMAR DR	H	HS51
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SHARPLESS BETTY D	13 01468073	14621 EDELMAR DR	H	HS51



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Name	Account	Street	OWN OCC	Map Parcel
MANSFIELD WILLIAM	13 01468450	3500 FISKE TER	H	HS51
SKELLY ANTOINETTE	13 01468483	3501 FISKE TER	H	HS51
POST LOIS E	13 01468461	3502 FISKE TER	H	HS51
HOUSER JACK & M A	13 01468472	3503 FISKE TER	H	HS51
KONTAXIS BETTY	13 01468437	3506 FISKE TER	H	HS51
BECKER ROBERT & L	13 01468506	3507 FISKE TER	H	HS51
CELLUZZI FRANCES	13 01468448	3508 FISKE TER	H	HS51
BOWERS EDGAR E &	13 01468494	3509 FISKE TER	H	HS51
SHELTON EARLINE	13 01468415	3512 FISKE TER	H	HS51
TERRY JACQUELINE	13 01468426	3514 FISKE TER	H	HS51
LOVELL ARTHUR C T	13 01468392	3518 FISKE TER	H	HS51
MARSHALL JOSEPH L	13 01468404	3520 FISKE TER	H	HS51
CROCKETT C STANFO	13 01468528	3521 FISKE TER	H	HS51
SMITH BENARD L &	13 01468517	3523 FISKE TER	N	HS51
GOSS SHARON & W J	13 01467672	3524 FISKE TER	N	HS51
WHYNOT VIVIAN	13 01467683	3526 FISKE TER	H	HS51
KRASauskas JOHN W	13 01468370	3530 FISKE TER	H	HR53
MARTINEZ ALESIA	13 01468381	3532 FISKE TER	H	HS51
KING ELOISE F	13 01468357	3536 FISKE TER	H	HS51
WALTERS HERMYNE G	13 01468368	3538 FISKE TER	N	HS51
BABENDREIER CHARL	13 01468335	3542 FISKE TER	H	HS51
MACOMBER CURTIS	13 01468346	3544 FISKE TER	H	HS51
BACCHUS IVAN R &	13 01468313	3548 FISKE TER	H	HS51
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ALBERSHEIM J M L	13 01468244	3574 FISKE TER	H	HS51
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TREANOR ROBERT L	13 01468197	3579 FISKE TER	H	HS51
SIEGEL MORTON W &	13 01468222	3580 FISKE TER	H	HS51
KRAMER JACK M & E	13 01468131	14500 FISKE DR	H	HS51
CZAJKOWSKI NORMAN	13 01468541	14501 FISKE DR	H	HS51
OBRIEN VIRGINIA J	13 01468142	14502 FISKE DR	H	HS51
LIN DAISY Y Y	13 01468530	14503 FISKE DR	N	HS51
PERLOFF ALVIN REV	13 01468118	14506 FISKE DR	H	HS51
CRANSTON ARTHUR S	13 01468563	14507 FISKE DR	H	HS51
CHENG ABRAHAM & K	13 01468120	14508 FISKE DR	H	HS51
HALLY JOHN O & N	13 01468552	14509 FISKE DR	H	HS51
ALBERY MARY J ETA	13 01468095	14512 FISKE DR	H	HS51
MAXWELL NANCY M E	13 01468585	14513 FISKE DR	H	HS51
SCHWARTZ LILLIAN	13 01468107	14514 FISKE DR	H	HS51
CHACKO GEORGE ET	13 01468574	14515 FISKE DR	H	HR53



# CERTIFICATE OF AMENDMENT

## OF BYLAWS

### MARYLAND MUTUAL NO. 9, INC.

This is to certify that the Bylaws of Maryland Mutual No. Nine, Inc., referred to in that Master Deed, made by Rossmoor Construction Corporation, Inc., recorded among the Land Records of Montgomery County, Maryland, in Liber 4078 at Folio 724, et. Seq. (said Bylaws being attached to said Declaration as "Exhibit B") were duly amended at a Special Meeting of the membership of said Corporation held on the 19<sup>th</sup> of October, 2005; that said amendment was duly adopted in accordance with all requirements for adoption of an amendment to said Bylaws; that the amendment attached hereto as "Exhibit I" is a true and complete copy of the amendment so adopted; and that attached hereto as "Exhibit II" is a certificate of the persons appointed to count votes at said meeting of the Council of Unit Owners; that the amendment was approved by unit owners having the percentage of votes required by the Bylaws.

In witness whereof, we hereunto set our hands and seals this 19<sup>th</sup> day of October, 2005.

*John B. Shumaker*

John B. Shumaker, President  
Maryland Mutual No. 9, Inc.

ATTEST:

*Connie Strachan*

Connie Strachan, Secretary  
Maryland Mutual No. 9, Inc.

I.D. No. 1466405

#### RETURN TO:

LEISURE WORLD OF MARYLAND CORP.  
3701 ROSSMOOR BLVD.  
SILVER SPRING MD 20906  
ATT: JESSIE A. MASELKA

RECORDING FEE 25.00  
IMP FD SURE 20.00  
TOTAL 45.00  
Rec'd NO08 Rpt # 6722  
NOR CMC Bk # 6231  
Dec 19, 2005 11:56 am

FILED  
MOLLY O. RUHL  
CLERK'S OFFICE  
MONTGOMERY CO. MD

2005 DEC 19 P 12:01

## EXHIBIT I

MARYLAND MUTUAL NO. NINE, INC.  
BYLAW AMENDMENTAmendment Number 6

Article XV of the Bylaws of Maryland Mutual No. Nine, Inc. is amended by adding Section 2 thereto:

Section 2. Establishing a numbering system to control amendments; Assigning maintenance thereof; and assigning amendment numbers to those already adopted and recorded.

- (1) All new amendments shall be numbered consecutively beginning with number 7 and an "official copy" of the Bylaws and amendments duly recorded and maintained by the Secretary of the Board of Directors of Maryland Mutual No. Nine, Inc.
- (2) Amendment No. 1 shall be: Amendment of February 18, 1976 (Liber 4795 Folio 153) Change to Article IV Sec. 2. "Date of Annual Meeting" and Article VIII Section I by adding (1) "Extra Charge for Bonus Rooms".
- (3) Amendment Number 2 shall be: Amendment of April 25, 1985 (Liber 6898 Folio 379) changing Article VIII, Section 1 in its entirety. All of Section 1 preceding the last two paragraphs thereof and substituting in lieu thereof of Section 1 "Annual Assessments for Expenses" by adding a new Section 2 "Budget"; and amending Article VII, Section 1, Section 3 "Duty to Maintain".
- (4) Amendment Number 3 shall be: Amendment of April 18, 1990 (Liber 9497 Folio 721) changing Article IX, Section 2 Age of Occupancy to 55 years of age; and Article IX, Section 4 paragraph (1) the adoption, adoption of repeal of rules; and adding Article IX, Section 4 paragraph (m) imposition of fines.
- (5) Amendment Number 4 shall be: Amendment of June 2003 (Liber 2008, Folio 050) adding to Amendment XIII, Section 4 "Damage Originating From Unit" (Insurance Deductible".
- (6) Amendment Number 5 shall be: Amendment of April 27, 2004 (Liber 2768, Folio 048) adding to Article VI, Section 8. "Liability and Indemnification of Officers, Directors, Committee Members and other Volunteers".

## MARYLAND MUTUAL NO. NINE, INC.

## OATH OF INSPECTORS OF ELECTION

## STATE OF MARYLAND

## COUNTY OF MONTGOMERY

The undersigned, duly appointed Inspectors of Election of Maryland Mutual No. Nine, Inc. being severally and duly sworn, do solemnly swear that we will fairly and impartially perform our duties as Inspectors of Election for the Special Meeting held on October 19, 2005, for amendment of the Bylaws, and will faithfully and diligently canvass the votes cast at such vote and honestly and truthfully report the results of said vote.

Renee Steward  
Renee Steward  
Inspector of Election

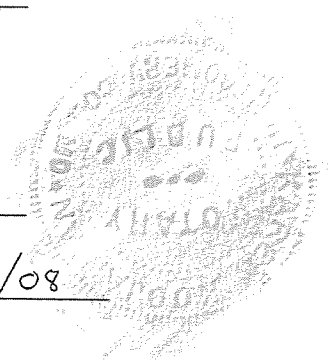
Sharon Palmer  
Sharon Palmer  
Inspector of Election

SUBSCRIBED AND SWORN to before me on this 19 Day of December, 2005

Karen Kodjanian  
Notary Public

Karen Kodjanian

My Commission Expires: 4/21/08



## EXHIBIT II

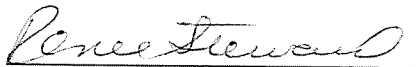
## MARYLAND MUTUAL NO. NINE, INC.

## REPORT OF INSPECTORS OF ELECTION

The undersigned duly appointed and qualified Inspectors of Election for the Special Meeting of members of Maryland Mutual No. Nine, Inc. held on October 19, 2005 hereby certify that there are registered a total of 79 memberships of said Corporation, and that the same represent 78% of the total of the project known as Maryland Mutual No. Nine, Inc.

Present in Person and by Proxy 78%

WITNESS our hands the year and day first above written.



Renee Steward  
Inspector of Election



Sharon Palmer  
Inspector of Election

## MARYLAND MUTUAL NO. NINE, INC.

CERTIFICATE AND REPORT  
OF  
INSPECTORS OF ELECTION

The undersigned, duly appointed Inspectors of Election of Maryland Mutual No. Nine, Inc.

- (A) The Special Meeting of the Corporation was held on the 19<sup>th</sup> day of October 2005 pursuant to due notice.
- (B) That before entering upon the discharge of our duties we were severally sworn and the oath taken by us is annexed hereto.
- (C) That we inspected the ballots used at the meeting, and found the same to be in proper order.
- (D) That members representing at least  $66 \frac{2}{3}$  percent of the total value of the project were registered.
- (E) That we received the votes by the members by ballot for amendment of the Bylaws, and that the amendment received affirmative votes representing 78% of the total value of the project.



Renee Steward  
Inspector of Election



Sharon Palmer  
Inspector of Election

Charles  
Parrish  
443.253.3886



Maryland Department of Assessments and Taxation  
**MONTGOMERY COUNTY**  
Real Property Data Search

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Name	Account	Street	OWN OCC	Map Parcel
SPRINGER ROBERT F	13 01467956	3600 EDELMAR TER	H	HS51
BLACK DAVID P & O	13 01467980	3601 EDELMAR TER	H	HS51
LAYTON MAZELLA H	13 01467967	3602 EDELMAR TER	H	HS51
GRANT LEON M & AN	13 01467978	3603 EDELMAR TER	H	HS51
CROWE THOMAS & CO	13 01467934	3606 EDELMAR TER	H	HS51
NISSON CALVIN J T	13 01467945	3608 EDELMAR TER	H	HS51
GANASCIOLI ERMA G	13 01467912	3612 EDELMAR TER	H	HS51
TANA FERDINAND J	13 01468005	3613 EDELMAR TER	H	HS51
PACULBA MARY E	13 01467923	3614 EDELMAR TER	H	HS51
BROWN WILLIAM & G	13 01467991	3615 EDELMAR TER	H	HS51
KERN HAROLD L & L	13 01467898	3618 EDELMAR TER	H	HS51
MARGARET L WILEY	13 01467901	3620 EDELMAR TER	H	HS51
ROTH JOHN G ET AL	13 01467876	3624 EDELMAR TER	N	HS51
MCCLAIN MARGUERIT	13 01467887	3626 EDELMAR TER	H	HS51
LASHLEY GLENN T	13 01467854	3630 EDELMAR TER	H	HS51
OAKES ROBERT S &	13 01467865	3632 EDELMAR TER	H	HS51
THE SPARROW FAMIL	13 01467661	3635 EDELMAR TER	N	HS51
MCGILLICUDDY DANI	13 01467832	3636 EDELMAR TER	H	HS51
ANDERSON ALVIN L	13 01467650	3637 EDELMAR TER	H	HS51
HEICHE GERHARD F	13 01467843	3638 EDELMAR TER	H	HR53
WALL EVELYN H	13 01467810	3642 EDELMAR TER	H	HS51
SHONE JOHN L & O	13 01467821	3644 EDELMAR TER	H	HS51
ADDERLY GLADYS	13 01467796	3648 EDELMAR TER	H	HS51
HARRY NORMAN E &	13 01467808	3650 EDELMAR TER	H	HS51
SPEAKES LEONARD M	13 01467774	3654 EDELMAR TER	H	HR53
WELLS SUSANNE A E	13 01467785	3656 EDELMAR TER	H	HS51
CONNELLY GRETE L	13 01467752	3660 EDELMAR TER	H	HS51
MCCAIN ERTHA B ET	13 01467706	3661 EDELMAR TER	H	HS51
CLARK TACOMA G	13 01467763	3662 EDELMAR TER	H	HS51
RABER DORIS E ET	13 01467694	3663 EDELMAR TER	H	HS51

KNAPP RUTH W TR	13 01467730	3666 EDELMAR TER	H	HS51
SEBASTIANO VINCEN	13 01467728	3667 EDELMAR TER	H	HS51
BRAYTON PAULINE J	13 01467741	3668 EDELMAR TER	H	HS51
DONNELLY ALBERT E	13 01467717	3669 EDELMAR TER	H	HS51
SHAPIRO HARRIET E	13 01467637	14600 EDELMAR DR	H	HS51
STURM HERMAN M	13 01468027	14601 EDELMAR DR	H	HS51
NOLAN KATHLEEN D	13 01467648	14602 EDELMAR DR	H	HS51
HUGHES DAVID C &	13 01468016	14603 EDELMAR DR	H	HS51
MCINTIRE ELEANOR	13 01467615	14606 EDELMAR DR	N	HS51
STALTERS WILLIAM	13 01468040	14607 EDELMAR DR	H	HS51
OSTRYE BARBARA M	13 01467626	14608 EDELMAR DR	H	HS51
OCONNOR MERVYNE H	13 01468038	14609 EDELMAR DR	H	HS51
CHESHIRE JACK H A	13 01466484	14612 EDELMAR DR	H	HS51
TOLMAN ROBERT A &	13 01468062	14613 EDELMAR DR	H	HS51
OWEN RICHARD B ET	13 01467604	14614 EDELMAR DR	H	HS51
SHEN PAUL P & B E	13 01468051	14615 EDELMAR DR	H	HS51
SCHAFER ROBERT D	13 01468084	14619 EDELMAR DR	H	HS51
SHARPLESS BETTY D	13 01468073	14621 EDELMAR DR	H	HS51

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Name	Account	Street	OWN OCC	Map Parcel
SCHUMM RICHARD H	13 01468450	3500 FISKE TER	H	HS51
SKELLY ANTOINETTE	13 01468483	3501 FISKE TER	N	HS51
POST LOIS E	13 01468461	3502 FISKE TER	N	HS51
HOUSER JACK & M A	13 01468472	3503 FISKE TER	H	HS51
KONTAXIS BETTY	13 01468437	3506 FISKE TER	H	HS51
BECKER ROBERT & L	13 01468506	3507 FISKE TER	H	HS51
CELLUZZI FRANCES	13 01468448	3508 FISKE TER	H	HS51
BOWERS EDGAR E &	13 01468494	3509 FISKE TER	H	HS51
SHELTON EARLINE	13 01468415	3512 FISKE TER	H	HS51
TERRY JACQUELINE	13 01468426	3514 FISKE TER	H	HS51
LOVELL ARTHUR C T	13 01468392	3518 FISKE TER	H	HS51
MARSHALL JOSEPH L	13 01468404	3520 FISKE TER	H	HS51
CROCKETT C STANFO	13 01468528	3521 FISKE TER	H	HS51
ACUNA SANTOS V &	13 01468517	3523 FISKE TER	H	HS51
GOSS SHARON & W J	13 01467672	3524 FISKE TER	N	HS51
WHYNOT VIVIAN	13 01467683	3526 FISKE TER	H	HS51
KRASAUSKAS JOHN W	13 01468370	3530 FISKE TER	H	HR53
MARTINEZ ALESIA	13 01468381	3532 FISKE TER	H	HS51
HARHAI JOHN & HEL	13 01468357	3536 FISKE TER	H	HS51
ARM NORMAN S TRUS	13 01468368	3538 FISKE TER	H	HS51
BABENDREIER CHARL	13 01468335	3542 FISKE TER	H	HS51
MACOMBER CURTIS T	13 01468346	3544 FISKE TER	N	HS51
FU HANKUEI & LINA	13 01468313	3548 FISKE TER	H	HS51
MACDONALD BRUCE	13 01468324	3550 FISKE TER	H	HS51
BROWN HENRIETTE H	13 01468290	3554 FISKE TER	H	HS51
STRACHAN ROBERT L	13 01468164	3555 FISKE TER	H	HS51
STUART DOROTHY J	13 01468302	3556 FISKE TER	H	HR53
OLIVER JACK W & L	13 01468153	3557 FISKE TER	H	HS51
STAHLMAN HELEN A	13 01468277	3560 FISKE TER	H	HS51
PANZONE VINCENT E	13 01468288	3562 FISKE TER	H	HS51



RUSH VELMA M REVO	13 01468255	3566 FISKE TER	H	HS51
SHUMAKER JOHN B T	13 01468266	3568 FISKE TER	H	HS51
FRITZ LILY V	13 01468186	3571 FISKE TER	H	HS51
BURNSIDE BARBARA	13 01468233	3572 FISKE TER	H	HS51
MULHOLLEN GERALDI	13 01468175	3573 FISKE TER	H	HS51
ALBERSHEIM J M L	13 01468244	3574 FISKE TER	H	HS51
GRAHAM ROY E & W	13 01468200	3577 FISKE TER	H	HS51
MEYER BELINDA H	13 01468211	3578 FISKE TER	H	HS51
TREANOR ROBERT L	13 01468197	3579 FISKE TER	H	HS51
SIEGEL MORTON W &	13 01468222	3580 FISKE TER	H	HS51
KRAMER ELSIE	13 01468131	14500 FISKE DR	H	HS51
CZAJKOWSKI NORMAN	13 01468541	14501 FISKE DR	H	HS51
OBRIEN VIRGINIA J	13 01468142	14502 FISKE DR	H	HS51
LIN DAISY Y Y	13 01468530	14503 FISKE DR	H	HS51
PERLOFF ALVIN REV	13 01468118	14506 FISKE DR	H	HS51
CRANSTON ARTHUR S	13 01468563	14507 FISKE DR	H	HS51
CHENG ABRAHAM & K	13 01468120	14508 FISKE DR	H	HS51
HALLY JOHN O & N	13 01468552	14509 FISKE DR	N	HS51
ROHR ROBERT W & T	13 01468095	14512 FISKE DR	H	HS51
MAXWELL NANCY M E	13 01468585	14513 FISKE DR	H	HS51
SCHWARTZ LILLIAN	13 01468107	14514 FISKE DR	H	HS51
CHACKO GEORGE ET	13 01468574	14515 FISKE DR	H	HR53