Montgomery County, MD
Department of Housing and Community Affairs
Office of Common Ownership Communities

CE-1

Case Number 2025-076
Mary Dolbashian v CUO Kenwood Place Condominium

Docket 1
OZAH Case No: CCOC 26-01

Montgomery County, MD
Department of Housing and Community Affairs
Office of Common Ownership Communities

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Montgomery County, MD
Department of Housing and Community Affairs
Office of Common Ownership Communities

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MONTGOMERY COUNTY COMMISSION ON COMMON OWNERSHIP COMMUNITIES

Statement of Understanding and Agreement to Mediate

By signing below, I agree to participate in a mediation conducted under the auspices of the Montgomery County Commission on Common Ownership Communities. I understand that:

Mediation is a voluntary process in which a trained impartial mediator assists parties in their attempt to resolve a dispute in a mutually satisfactory manner. Any party may cease participation in the mediation process at any time, and any party may consult with legal counsel during the mediation or prior to signing any agreement reached.

The mediator's role is to aid the parties in reaching agreement, but the power and authority to achieve a settlement rests solely in the hands of the parties themselves. The mediator may offer suggestions, but cannot make decisions, dictate results, provide legal advice or act as an advocate for any party.

The mediation will be structured by the mediator in whatever way the mediator believes will best assist the parties to express concerns and interests, discuss issues, and explore possible resolutions, and may include both joint and separate sessions. The attendance in joint session of persons other than parties and their counsel (if present) will be at the discretion of the mediator.

The entire mediation process is confidential. All communications by participants and the mediator made in connection with the mediation or during any session are confidential, and may not be disclosed or used for any purpose outside the mediation. The parties agree not to subpoena the mediator, or any documents submitted to the mediator, in any other proceeding, and in no event will the mediator voluntarily testify. However, the mediation agreement itself, if any, is not confidential unless both parties agree in writing; and the result of the mediation (whether it is successful or not) will be part of the public record in the dispute.

Mary Dolbashian 9/30/2025

Complainant Date

5301 Westbard Circle #137

Bethesda, Md 20816

Mary Dolbashian

Respondent Date

type address above

Case 2025 0076, CE1 compiled 11/6/2025 1:36 PM

_____ _____

Mediator Date

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MONTGOMERY COUNTY COMMISSION ON COMMON OWNERSHIP COMMUNITIES

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	Brian Fellner
	Brian R. Fellner 10/2/2025
Complainant Date	Respondent Date
	Kenwood Place Condominium
	485 Ritchie Highway #203-D
type address above	Severna Park, MD 21146

Case 2025 0176, CE1 compiled 11/6/2025 1:36 PM

_____	_____
Mediator	Date

Case 2025-076, CE1 compiled 11/6/2025:1:36 PM

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Mary Dolbashian 9/30/2025	Yonald Chery 10/6/2025
Complainant Date	Respondent Date
5301 Westbard Circle #137	5301 Westbard Circle
Bethesda, Md 20816	Bethesda, MD 20816
type address above	type address above

Case 2025-076; CE1 compiled 11/6/2025 1:36 PM

_____	_____
Mediator	Date

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MONTGOMERY COUNTY COMMISSION ON COMMON OWNERSHIP COMMUNITIES

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_____	Candace Otto 10/6/25
Complainant Date	Respondent Date
_____	5301 Westbard Circle, No. 225
_____	Bethesda, MD 20816
type address above	type address above
_____	_____

Case 2025-076; CE1 compiled 11/6/2025 1:36 PM

_____ _____

Mediator Date

Signature: Candace Otto
Candace Otto (Oct 6, 2025 18:38:44 EDT)

Email: candace@kenwood-place.com

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Fillable Agreement to Mediate Form

Final Audit Report 2025-10-06

Created:	2025-10-06
By:	Brian Fellner (bfellner@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAocP4cSDknyz1i6sBLmOdIDaeFFTkT-Io

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Document emailed to candace@kenwood-place.com for signature
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Email viewed by candace@kenwood-place.com
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Signer candace@kenwood-place.com entered name at signing as Candace Otto
2025-10-06 - 10:38:42 PM GMT

Document e-signed by Candace Otto (candace@kenwood-place.com)
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Agreement completed.
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MONTGOMERY COUNTY COMMISSION ON COMMON OWNERSHIP COMMUNITIES

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_____	kenwood place condo _____
Complainant Date	Respondent Date
_____	mark fine _____
_____	5301 westbard cir _____
type address above _____	type address above _____

Case 2025-076; CE1 compiled 11/6/2025 1:36 PM

_____ _____

Mediator Date

Signature: *mark fine*

Email: mark@jsimanagement.co

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Fillable Agreement to Mediate Form

Final Audit Report 2025-10-06

Created:	2025-10-06
By:	Brian Fellner (bfellner@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9d2kDSc53qYDei6xGGK0UmegSnG3ms08

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Document created by Brian Fellner (bfellner@gmail.com)
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Document emailed to mark fine (mark@jsimanagement.co) for signature
2025-10-06 - 10:41:16 PM GMT

Email viewed by mark fine (mark@jsimanagement.co)
2025-10-06 - 10:41:22 PM GMT

Document e-signed by mark fine (mark@jsimanagement.co)
Signature Date: 2025-10-06 - 10:42:04 PM GMT - Time Source: server

Agreement completed.
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BEFORE THE MONTGOMERY COUNTY
COMMISSION ON COMMON OWNERSHIP COMMUNITIES

MARY DOLBASHIAN

Complainant

v.

KENWOOD PLACE CONDOMINIUM

Respondent

CASE NO.: 2025-076

****

ANSWER TO COMPLAINT

Comes now Respondent Kenwood Place Condominium ("Condominium"), by and through its undersigned attorney, and hereby files this Answer to the Complaint, and for cause states:

According to Complainant:
This complaint involves multiple serious governance failures by the Kenwood Place Condominium Board, including retaliatory removal of a Board President without due process, improper closed-door decision-making in violation of open meeting laws, misuse of a manager-authored Code of Ethics to silence dissent, and failure to address prolonged pipe-banging impacting quiet enjoyment. These matters require independent adjudication due to systemic Board misconduct and conflicts of interest.

Respondent hereby generally denies each of the above allegations and demands strict proof thereof.

Additionally, Complainant requests the following relief:

- Find that the Board and management engaged in retaliation in violation of the Maryland Condominium Act
- Declare that the October 28, 2024, election was compromised due to proxy tampering
- Determine that improper Board actions and closed meetings violated the Condominium Act and the Montgomery County Code
- Order immediate cessation of retaliatory conduct and restoration of my Board access and roles
- Require issuance of a public retraction by the Board regarding false statements

Respondent hereby requests that the Commission deny all relief sought above.

FIRST AFFIRMATIVE DEFENSE

Case: 2025-076; CE1- Compiled: 11/6/2025:1:36 PM

The Complaint fails to state a claim against Counter Defendant upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

The Complaint is barred by fraud, waiver, laches, estoppel, collateral estoppel, abandonment, unclean hands, mistake and/or other principles of equity.

THIRD AFFIRMATIVE DEFENSE

The Complaint is barred by Complainant's negligence and/or contributory negligence.

Respondent reserves the right to rely upon such other affirmative or negative defenses that may become available or apparent during investigation of this case, the course of discovery, or the introduction of evidence, and reserves the right to amend this Answer as necessary.

WHEREFORE, having fully answered, Respondent respectfully requests that the Commission dismiss or deny the Complaint and grant such other and further relief as is equitable and just under the circumstances.

/s/ Brian R. Fellner

Brian R. Fellner
Fellner Legal Services, LLC
485 Ritchie Highway, #203-D
Severna Park, MD 21146
bfellner@flslawyer.com
(443) 906-0117
Counsel for Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this September 12, 2025, a true copy of the foregoing was served by e-service or first-class mail, as appropriate, on:

Commission
Complainant

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

_____/s/_____

Brian R. Fellner

Case 2025-076, CE1 compiled 11/6/2025:1:36 PM

COMMISSION ON COMMON OWNERSHIP COMMUNITIES
COMPLAINT FORM

CASE NO. 2025-076
(Office use only)

Your complaint will not be filed if you do not respond to questions #1 -3:

1. Exhaustion of Remedies:

a) **If the complaining party is an association**:
Does your community's governing documents provide a procedure or remedy for resolving a dispute of the kind raised in this complaint and have you followed that procedure?
(*If yes, attach a copy of the procedure and the documents used.*) ☐ Yes ☑ No ☐ N/A

Explanation on the complaint Summary page

b) If your association has no written procedures for the resolution of this type of dispute, has the association done the following: i) given the member or resident written notice of the alleged violation and of the right to a hearing with the board of directors; ii) held a hearing with the board of directors if one was requested; and iii) given written notice of the board's decision on the dispute together with notice of the member or resident's right to appeal the decision to the CCOC?
(*If yes, attach a copy of the notices and other correspondence.)* ☐ Yes ☑ No ☐ N/A

c) **If the complaining party is a member or resident**:
Does your association have a written procedure for resolving your dispute and, if so, have you used those procedures and given the association at least 60 days to resolve your dispute or reject it?
(*If yes, attach a copy of the procedures and correspondence involved.)* ☐ Yes ☐ No ☑ N/A

d) If your association has no written procedures for resolving this type of dispute, have you given written notice of your dispute to the board of directors and a reasonable time to resolve it?
(*If yes, attach a copy of the notices and correspondence involved.*) ☑ Yes ☐ No ☐ N/A

Dates on which you notified the association of your dispute: attached are notices regarding the issue to

2. Have you provided a complete set of the association's most current governing documents? ☑ Yes ☐ No
What format are you using to provide these documents?
☐ A paper copy is enclosed.
☑ A .pdf has been attached to an email dated: 05/28/2025 sent from: hairmary@gmail.com
☐ They can be found at the following web address:
Password, if necessary to retrieve documents:

3. Are you mailing a check for the $50.00 filing fee, made out to "Montgomery County, MD". ☑ Yes ☐ No

Name on Check or Money Order: Haircuts By Mary/ Mary Dolbashian Check #: 5676

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

4. **COMPLAINING PARTY** (the party filing the complaint, i.e. "Complainant")

Complaining Party's Name: Mary Dolbashian

Complaining Party's Address: 5301 Westbard Circle #137
Bethesda, Md. 20816

Address under dispute if different:

Home Phone: (301) 792-6279 Office Phone: Extension

Email: hairmary@gmail.com Fax:

5. **Complainant's status** (please check one):

☐ Association ☑ Unit Owner ☐ Lot Owner ☐ Member ☐ Resident/Occupant

6. **FULL LEGAL NAME OF THE ASSOCIATION**:

Kenwood Place Condominium Association

7. **Association's status** (please check one):

☑ Condominium ☐ Cooperative ☐ Homeowners' Association

8. **RESPONDING PARTY** (the party against whom the complaint is being filed, i.e. the "Respondent"):

Responding Party's Name: Council of Unit Owners Kenwood Place Condominium

Responding Party's Address: 5301 Westbard Circle Unit 100, Bethesda, Maryland 20816

Address under dispute if different:

Home Phone: Office Phone: (301) 654-4512 Extension

Email: candace@kenwood-place.com, mark Fax:

9. **Respondent's status** (please check one):

☑ Association ☐ Unit Owner ☐ Lot Owner ☐ Member ☐ Resident/Occupant

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Your responses in sections #10-12 will be used by the Commission when deciding if they have jurisdiction over your complaint. If the dispute goes to a hearing, the Complaint Form and your attachments are the first things the hearing panel will read. Make sure they can understand what your complaint is about, and what you want the other party to do.

10. THIS COMPLAINT INVOLVES: (Check as appropriate)

a) The authority of a governing body, under any law or association document, to:

- [x] require any person to take any action, or not to take any action, involving a unit or a common element
- [ ] require any person to pay a fee, fine, or assessment
- [x] spend association funds
- [ ] alter or add to a common area or element

b) The failure of a governing body, when required by law or an association document, to:

- [x] properly conduct an election
- [x] give adequate notice of a meeting or other action
- [x] properly conduct a meeting
- [ ] maintain or audit books and records
- [ ] allow inspection of books and records
- [ ] properly adopt a budget or rule
- [x] maintain or repair the common element if that results in damage to person or property
- [x] exercise its discretion in good faith concerning the enforcement of any rule against any person who is subject to that rule

11. SUMMARY OF COMPLAINT:

This complaint involves multiple serious governance failures by the Kenwood Place Condominium Board, including retaliatory removal of a Board President without due process (in violation of §11-129, Maryland Condominium Act), tampering with election proxy ballots (§11-109(c)), improper closed-door decision-making in violation of open meeting laws (§11-109.1), misuse of a manager-authored Code of Ethics to silence dissent, and failure to address prolonged pipe-banging impacting quiet enjoyment. These matters require independent adjudication due to systemic Board misconduct and conflicts of interest.

Are details of the complaint being provided in a separate email attachment or mailing? [x] Yes [ ] No

12. DESIRED ACTIONS: What do you want the other party to do to resolve your complaint?

See attached formal complaint for detailed relief requested. In summary, I respectfully request the CCOC to:
- Find that the Board and management engaged in retaliation in violation of §11-129 of the Maryland Condominium Act
- Declare that the October 28, 2024, election was compromised due to proxy tampering (§11-109(c))
- Determine that improper Board actions and closed meetings violated §11-109.1 and Montgomery County Code Chapter 10B
- Order immediate cessation of retaliatory conduct and restoration of my Board access and roles
- Require issuance of a public retraction by the Board regarding false statements

Case 2025-176, CE1 compiled 11/6/2025 1:36 PM

13. ACCOMMODATION: (Please be as specific as possible) In order to participate in this process, I am requesting the following accommodation:

If remote participation is available, I request to attend any sessions via Zoom or equivalent platform,

I understand that I will be expected to participate in mediation sessions, investigative inquiries, and/or hearings, and am prepared to participate fully as requested by staff and the Commission.

I hereby certify that the statements in this form and in any attached documents are true and complete to the best of my knowledge, information and belief.

Signature Mary Dolbashian Print Name Mary Dolbashian

Date May 28, 2025

Position on Board of Directors (if applicable) Director

If you do not have a digital signature, type your name here in lieu of signing for e-mail submission. This facsimile signature confirms your agreement to the statements above.

If the Complainant is an association, this form must be signed by the president or vice-president of the board of directors. Property managers may not sign a complaint on behalf of the association.

Automatic Stay: Once a dispute is found to exist between an association and its member or resident, the association must notify the member or resident of their right to file the dispute with the Commission and may not take any action to enforce its decision for 14 days after that notification.

Once a member or resident files a complaint with the Commission, a stay of the Association's action is automatically imposed, and the association may not take any action to enforce its decision, other than filing a civil action in court, until the Commission disposes of the case or lifts the stay.

The association may seek to lift the stay by submitting a written request to the Commission. The association must serve a copy of its request on any other party named in the dispute, who has 10 days to oppose the request. The request to lift the stay may only be granted if the Commission panel finds that:
a) enforcing the stay would result in undue harm to the community association, and b) lifting the stay will not result in undue harm to the rights or interests of any opposing party.

Communications: Once the initial complaint is filed, staff will not accept any "confidential" or "private" communications from a party. To avoid the risk of misunderstandings, or legal objections that may invalidate your evidence, all communications must be in writing.

It is the responsibility of each party to ensure that all further communications filed with staff are also copied to the other parties (e.g. complaints and responses, amendments to complaints, documents, or other attachments). All communications should be dated, with proof of delivery.

E-mail, mail by USPS, or otherwise deliver the complaint form, attachments, governing documents, and filing fee to:
Commission on Common Ownership Communities
Department of Housing and Community Affairs
1401 Rockville Pike, 4th Floor
Rockville, MD 20852
Email: ccoc@montgomerycountymd.gov

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Common Ownership Communities, DHCA

1401 Rockville Pike, 4th Floor

Rockville, Md. 20852

Att: Ifeoluwapo "Ife" Fabayo, Investigator III

MARY DOLBASHIAN vs. THE KENWOOD PLACE CONDOMINIUM COUNCIL OF UNIT OWNERS

Case Number: 2025-076

Revised Complaint to the Commission on Common Ownership Communities

Submitted July 28, 2025

Case 2025-076; CE1 Compiled 11/6/2025 1:36 PM

INTRODUCTION

I, Mary Dolbashian, am submitting this revised formal complaint to the Montgomery County Commission on Common Ownership Communities (CCOC) against the Kenwood Place Condominium Council of Unit Owners ("the Board"). This complaint is being filed after the CCOC placed my original submission in abeyance to allow me the opportunity to exhaust the internal dispute resolution process. As of today, I have done so. The Board has failed to respond to my original written complaint in accordance with its KPC dispute resolution procedure. It has also failed to issue any written response following the July 10, 2025, hearing, also in accordance with the KPC dispute resolution procedure — thereby concluding all internal remedies.

BACKGROUND & PROCEDURAL HISTORY

On June 24, 2025, I submitted a formal complaint to the Kenwood Place Board regarding four serious governance issues. Under the Board's written dispute resolution procedures, the process should commence with a written response from the Board following the submission of a complaint. Only if the complainant is unsatisfied with that response may a hearing be scheduled.

Instead, the Board bypassed Step 1 and immediately scheduled a hearing for July 10, 2025, giving me one hour to present my concerns. I presented my complaint again via Zoom and also submitted the entire presentation as a scanned PDF via email the same day. As of July 28,

2025, the Board has failed to respond in writing — a violation of both its own KPC procedures and fundamental due process. Because the Board has failed to meet its procedural obligations and more than 15 days have passed since the hearing, I am now resubmitting my revised complaint to the CCOC for investigation and resolution.

COMPLAINTS

1. Board Holds Informal Meetings to Conduct or Discuss Association Business Without Proper Notice or Procedure – Including via Email Exchanges Involving a Quorum

The Board conducts official business via email among at least a quorum of board members, in violation of Maryland's Condominium Act and CCOC regulations regarding "actions without meetings." These email exchanges — which include decisions involving Association funds, operations, and governance — are treated as binding decisions even though they are not held in open session, are not properly noticed, and have no formal vote recorded in a public meeting before the action is taken. The Board is also holding closed meetings to discuss and vote on agenda items that do not fall within the categories allowed by the Maryland Condominium Act for closed meetings. As a result, these actions are unlawful and constitute improper closed meetings under Maryland law.

Md. Code, Real Property § 11-109(c)(1)-(2) *"All meetings of the board of directors of the council of unit owners shall be open to all unit owners… A meeting occurs when a quorum of the board is present and deliberates on association business, whether or not a vote is taken."*

Md. Code, Real Property § 11-109.1(a) *Permits closed meetings only for limited purposes such as consultations with legal counsel, personnel matters, or discussions of individual owner violations. All other business must be conducted in open session with proper notice.*

It is a common but mistaken belief at Kenwood Place Condominium that including the property manager in an email thread or in-person conversation allows a quorum of board members to legally deliberate and make decisions outside of a properly convened open meeting. In practice, a subset of directors frequently discusses, deliberates, and effectively **decides association matters outside of any formal meeting** — often without informing or involving the whole board.

These matters are then brought to formal meetings, where the same quorum votes swiftly to ratify the predetermined outcome, rendering any dissent from excluded board members meaningless. This practice undermines both the **intent and the legal requirements** of Maryland's Open Meetings provisions under the **Maryland Condominium Act § 11-109(c)(1)-(2)**, which defines a meeting as any deliberation of board business by a quorum, whether or not a vote occurs. The law also requires that such meetings be open to all unit owners with appropriate notice provided.

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This conduct not only **violates state law and the Kenwood Place Bylaws**, but it also erodes trust and excludes legitimate participation from the whole board and community.

Fiduciary Duty Under Maryland Law: *Board members owe a fiduciary duty to act in the best interests of the community, including the proper maintenance of common elements, transparent governance, and compliance with governing documents and applicable laws.*

(See Md. Code, Corporations and Associations § 2-405.1 and case law interpreting community association fiduciary obligations.)

2. Tampering with Proxies in the October 2024 Election

I discovered multiple voting proxies from the October 28, 2024, Board election that appear to have been altered after submission. I have statements from five unit owners affirming that they did not vote for candidate Linda Egerton — yet their official proxies (provided to me by Mark Fine after the election) show check marks in her favor. I was not the proxy holder for many of the ballots I have, and would have had no access to them before the election. It is now clear that the counted votes were not the originals submitted by unit owners. During the July 10, 2025, hearing, it was brought to my attention that the proxies counted at the Annual Meeting were cut to separate the name and unit number from the percentage interest and ballot, to maintain secrecy. I was under the impression that the proxies I received a few days after the election were the proxies counted at the Annual Meeting. However, that information suggests that someone accessed and modified them after they were deposited in the ballot box, copied them, and then resealed them in new envelopes before the Annual Meeting.

(See Md. Code, Corporations and Associations § 2-405.1 and case law interpreting community association fiduciary obligations.)

"A director shall perform his duties as a director in good faith, in a manner he reasonably believes to be in the best interests of the corporation, and with the care that an ordinarily prudent person in a like position would use under similar circumstances."

3. Negligent Maintenance (Ongoing Pipe Banging)

Despite repeated complaints over an extended period, the Board has failed to investigate or resolve the persistent pipe-banging noises affecting my unit and other parts of the building. These disruptions remain ongoing and may indicate underlying issues within the plumbing system that, if left unaddressed, could result in significant damage, including flooding. More recently, there was a refusal to authorize a diagnostic inspection unless a formal proposal was submitted—despite the fact that, in standard practice, a time-and-materials assessment would be required first to determine the scope of any necessary repairs. At a recent Board meeting, it was falsely claimed that the pipes had already been repaired, despite the noise continuing. This unresolved issue has negatively impacted the resale potential of my unit and poses a foreseeable risk to the building. The Board's continued inaction constitutes a breach of its

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fiduciary duty to maintain the common elements and protect the habitability, quiet enjoyment, and property values of the condominium.

Fiduciary Duty Under Maryland Law: *Board members owe a fiduciary duty to act in the best interests of the community, including the proper maintenance of common elements, transparent governance, and compliance with governing documents and applicable laws.*

(See Md. Code, Corporations and Associations § 2-405.1 and case law interpreting community association fiduciary obligations.)

4. Improper Allocation of Parking Spaces to Commercial Units

On June 12, 2025, while I was away, the Board voted to reserve 15 parking spaces in the Kenwood Place Condominium common element parking lot for the exclusive use of commercial unit owners and tenants, including one space used by the current property manager. This action was taken without a vote of the community, even though **Article XIII, Section 2(b)** of the Kenwood Place Bylaws explicitly requires the approval of **66 2/3% of the total unit ownership** for any material change in the use of the common elements. The Board attempted to justify the decision as "temporary" during the June 26, 2025, meeting, when the Board President read a lengthy statement defending the vote by referencing similar actions taken by prior Boards. However, the Bylaws contain no exception for "temporary" changes, nor do past unauthorized acts set a lawful precedent for violating the governing documents.

Kenwood Place Bylaws, Article XIII, Section 2(b): *Specifies that any material change to the use or allocation of the common elements requires an affirmative vote of 66 2/3% of the total unit ownership interest.*

Furthermore, this decision violates § 11-125(f)(1) of the Maryland Condominium Act, which prohibits the council of unit owners from granting exclusive use of any portion of the common elements to a subset of owners unless that area has been designated a limited common element and the action is approved by at least 66 2/3% of all unit owners. By reallocating shared parking spaces for the benefit of a few commercial units and the manager — without the required ownership vote — the Board acted outside its legal authority and to the detriment of the residential community.

Md. Code, Real Property § 11-125(f)(1) *"Unless designated as a limited common element, the council of unit owners may not grant to a unit owner exclusive use of any portion of the common elements without the approval of 66 2/3% of the unit owners."*

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PROCEDURAL DEFICIENCIES

In addition to the substantive complaints outlined above, the Board has failed to follow its own process under the KPC dispute resolution procedures, which were adopted in compliance with Maryland Real Property Code §11-113 and Section F of the Kenwood Place Condominium Rules and Regulations, Dispute Resolution procedures. Specifically:

- The Board never issued a written response to my June 24 complaint, which is a required first step in the process.
- The Board instead bypassed this step and scheduled a hearing, giving me one hour to present concerns on July 10, 2025.
- The Board failed to respond in writing within 15 days of the hearing, despite my sending a scanned copy of my entire presentation to the Board via email on the same day.

Md. Code, Real Property § 11-113: *Requires associations to adopt a fair and formal dispute resolution procedure, which must include written notice of alleged violations and the opportunity for a hearing before penalties or sanctions may be imposed.*

As a result, I have fully exhausted the internal dispute resolution process of the Kenwood Place Condominium Rules and Regulations.

REQUEST FOR RELIEF

I respectfully request that the Commission:

1. **Investigate and rule on all four complaints** outlined above.
2. **Declare null and void all Board actions taken outside of properly convened open meetings** — including those conducted via email or in closed session in violation of Maryland law or the Association's governing documents — to the extent such actions have not been lawfully ratified in an open meeting. I further request that the Commission prohibit the Board from engaging in such conduct in the future and issue binding guidance to prevent further violations.
3. **Establish binding guidelines** for Kenwood Place on the following:
    - What constitutes a "meeting" under Maryland law, including:
        - Email discussions involving a quorum

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        - Informal gatherings or coffees
        - Social or spontaneous discussions
    - Clarify that including the manager in discussions does not exempt the Board from meeting requirements.
    - Affirm that all directors have equal authority, and that officers may not independently authorize actions unless voted upon in a valid meeting.
4. **Clarify consequences**: Actions taken outside of legal requirements should be declared invalid unless:
    - Properly ratified in an open meeting;
    - Approved by unanimous written consent under the Bylaws;
    - Or fall under a limited closed meeting exception under §11-109.1.
5. Any violation should be treated as a breach of fiduciary duty and subject to sanctions.
6. **Direct the Board** to:
    - Retain an independent firm to investigate potential election tampering in the October 2024 election.
    - Commission a third-party plumbing assessment and submit a repair plan within a defined timeframe.
    - Reverse the unauthorized parking allocation unless and until a 66 2/3% vote is obtained.
    - Undergo training on the Open Meetings Act and fiduciary obligations.
7. **Grant any additional relief** the Commission finds appropriate.

Conflict of Interest Statement Regarding CCOC Personnel

I respectfully request that neither Mark Fine nor Terry Anderson be permitted to participate in, advise on, or influence any aspect of the review, investigation, or adjudication of this complaint.

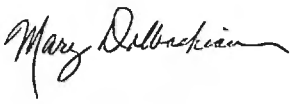
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Mark Fine is the owner of JSI Management, LLC, the current managing agent for Kenwood Place Condominium. He also serves as a volunteer panel chair for the Montgomery County Commission on Common Ownership Communities (CCOC). Terry Anderson is the current or former Chair of the CCOC and is professionally associated with Mr. Fine as a business partner. Additionally, JSI Management, LLC, employs her daughter.

These affiliations create an appearance of impropriety and a clear conflict of interest under the Montgomery County CCOC Ethics Policy, which bars participation in any matter where a person has a personal, financial, or professional interest that could compromise their impartiality or lead to a reasonable perception of bias.

I respectfully request that the Commission ensure that neither Mr. Fine nor Ms. Anderson has any role, formal or informal, in the handling of this complaint, nor any communication with CCOC panel members, staff, or other decision-makers regarding this matter.

Respectfully submitted,



Mary Dolbashian
Unit Owner, Kenwood Place Condominium
Date: July 28, 2025

Certificate of Service

I herby certify that on July 28, 2025, I served a copy of this revised CCOC Complaint by Email to the Respondent:

Council of Unit Owners of Kenwood Place Condominium Respondents Representative:

Mark Winston
KPC Legal Counsel
lmwinston0406@gmail.com

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Attachments

1. **Sample Email Exchanges** between Board members reflecting deliberations outside of open meetings – included in the July 10, 2025, hearing documents

2. **Statements from Unit Owners** (not all) whose proxy votes appear to have been altered – included with the July 10, 2025, hearing documents.

3. **Original Proxy from Unit 413** alongside the modified version used in the October 28, 2024, election results – included with the July 10, 2025, hearing document.

4. **Audio Recording** capturing the pipe-banging noise affecting my unit and others – sent as separate files.

5. **Complete July 10, 2025 Hearing Submission**: Includes all statements, presentation includes opening and closing statements, and supporting evidence submitted to the Board - included with the July 28, 2025 resubmission of CCOC Case Number: 2025-076 and as a separate file.

6. **Full-page proxy copies** – received 3 days post-election, which I did not review until the Board removed me as President (in a "closed meeting") and demanded the return of all materials in my possession— including keys and digital records — despite my continued status as an elected officer.

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Requests for Association Documents

I respectfully request that the Commission require the Association to produce the following:

1. **All Meeting Minutes** — including open and closed sessions — from **March 2025 through July 2025**.

2. **All Zoom Recordings** of open and closed meetings held during the same time period (**March 2025 through July 2025**).

Note: I was excluded from several of these meetings. I request that the Commission review the topics discussed in these closed sessions, which are now consistently scheduled **before** each open meeting, to determine whether they complied with the requirements of the Maryland Condominium Act §11-109.1 regarding closed meetings.

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Hearing Statement – Mary Dolbashian (July 10, 2025)

Good evening. My name is Mary Dolbashian, and I am here today because I submitted a formal complaint to the Board on June 24, 2025, under Kenwood Place's internal dispute resolution procedures, as outlined in our own Rules & Regulations and consistent with Maryland Real Property Code §11-113. I first would like to request that this hearing be recorded and that I receive a copy of the recording.

According to those procedures, the Board is first required to provide a written response to the complaint. Only after that response — and only if the complainant is unsatisfied — may a hearing be requested. That did not happen here.

Instead, I received a notice scheduling this hearing without any prior written response from the Board. That deviates from the process the Association is required to follow and has placed me, the complainant, in the position of being treated as if I were the violator simply for raising serious governance concerns.

I am here in good faith to participate and preserve my rights. However, I want to clearly state for the record:

1. I filed the complaint. I am not the violator.
2. The Board has not complied with its own procedural requirements, including providing a written response and opportunity for abatement.
3. I reserve all rights under Maryland law to pursue this matter before the Montgomery County Commission on Common Ownership Communities, which has already acknowledged that this matter is in abeyance pending completion of the internal process.

I will now present the issues raised in my original complaint and some supporting facts I have gathered, while respectfully urging the Board to follow proper procedure and ensure this hearing is not used as a tool for retaliation, misdirection, or intimidation.

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June 24, 2025

To the Board of Directors

Kenwood Place Condominium Association

Subject: Formal Complaint Regarding Governance Violations, Proxy Irregularities, Negligent Maintenance, and Improper Parking Allocation

Under the Kenwood Place Condominium Association's internal dispute resolution procedures, and following guidance provided by the Montgomery County Commission on Common Ownership Communities (CCOC), I respectfully submit this formal complaint regarding the following four serious concerns:

1. Board Holds Informal Meetings to Conduct or Discuss Association Business Without Proper Notice or Procedure – Including via Email Exchanges Involving a Quorum

The Board of Directors has repeatedly conducted Association business through email exchanges involving a quorum of Board members. Under Maryland law, when a quorum of board members communicates electronically or otherwise to discuss Association business, it constitutes a meeting. According to the Maryland Condominium Act (Real Property Code §11–109.1):

> "A meeting of the board of directors or other governing body of the council of unit owners shall be open to all members of the council of unit owners."

Further, the Maryland Condominium Act §11–109(c)(8) requires that notice of any meeting (including closed sessions) be provided to all unit owners at least 10 days in advance. In addition, §11–109(e) limits the types of actions the Board may take without a meeting, and only allows such actions to be valid if they are unanimous. In practice, Board members have regularly exchanged votes or conducted decision-making outside of meetings, excluding certain members—including myself—from deliberations.

These undisclosed email exchanges and off-the-record deliberations violate both the letter and the spirit of Maryland Condominium law. They have resulted in material decisions being made without transparency, notice to the community, or proper procedural safeguards. Such actions undermine trust, erode accountability, and infringe upon the legal rights of unit owners.

2. Proxy Irregularities in October 2024 Board Election

As part of my post-election document review, I discovered that more than one proxy submitted during the October 28, 2024, Board election appears to have been altered after submission. One specific example—unit owner Hari Thangavel confirmed that the proxy he submitted did not

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contain a vote for Linda Egerton; however, the version later used to tabulate the election results included a mark he did not make.

I did not observe these discrepancies until after being removed as Board President and instructed to return Association materials. Upon reviewing the documents in my possession, I discovered multiple irregularities.

Mr. Thangavel's case is representative of broader concerns. The proxy tallies I reviewed also do not align with the official results reported by management, raising credible doubts about the accuracy of the vote count as well, and, consequently, the validity of the election outcome.

Election integrity is a cornerstone of democratic governance. Any irregularities involving altering official election materials must be formally investigated and corrected to restore community trust.

3. Ongoing Negligent Maintenance (Pipe Banging)

My unit continues to suffer from persistent pipe banging that significantly disrupts my quiet enjoyment and poses a barrier to resale. While other residents have reported similar problems, the impact on my unit has been ongoing, severe, and unaddressed.

Despite repeated informal attempts to engage management, no diagnostic visit has been initiated. Mr. Fine, the property manager, has refused to authorize any investigation without a formal proposal, despite the issue's nature requiring a real-time, on-site assessment.

This inaction constitutes negligent maintenance and may endanger the building. Such persistent noise may signal plumbing failure or even flood risk. Under §11-109.2 of the Maryland Condominium Act, the Board is responsible for maintaining the property. Failure to do so compromises habitability and damages unit value and trust in the Association.

4. Unauthorized Allocation of Reserved Parking to the Commercial Wing

On June 12, 2025, while I was away, the Board voted to reserve 15 parking spaces in our residential parking lot for the commercial wing, which consists of seven units—one currently rented by our manager.

There is no provision in the Bylaws or Declaration allowing the Board to reserve spaces on common property for commercial use or otherwise. This represents a material change in usage. Under Maryland Real Property Code §11-103, such a change requires approval from 66 2/3% of the ownership:

> "…a declaration or bylaws may be amended only by the affirmative vote of unit owners in good standing having at

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least 66 2/3 percent of the votes in the council of unit owners…"

The Board's action bypassed the community entirely—there was no prior notice, discussion, or vote. Moreover, the parking easement granted to the commercial wing within the adjacent Regency Development does not authorize the Board to reassign those rights to the Kenwood Place residential lot, which is part of the common elements.

This vote further highlights a pattern of unilateral decision-making that disregards KPC governing documents and the rights of residential owners.

Final Remarks

These concerns—board action without lawful meetings, election proxy irregularities, unaddressed maintenance, and improper parking allocation—demonstrate systemic failures that must be addressed. I submit this complaint using the proper Kenwood Place Condominium internal dispute resolution procedure as directed by the CCOC.

Please confirm receipt of this complaint. I welcome a fair, prompt, and lawful resolution process.

Sincerely,

Mary Dolbashian

Unit Owner, Kenwood Place Condominium Association

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Meetings of condominium boards and the Maryland Condominium Act

In Maryland, the general principle is that meetings of condominium boards must be open to unit owners. The Maryland Condominium Act and guidance from the Commission on Common Ownership Communities (CCOC) provide some exceptions and clarifications regarding closed sessions and informal discussions:

- A "meeting" is defined as any gathering of a board or committee for the purpose of making decisions and taking actions concerning the business of the association.
- Closed sessions are permissible in specific circumstances, such as discussions about personnel, legal matters, individual privacy, and assessment accounts.
- According to the Montgomery County government's DHCA, if your community association is incorporated as a non-stock corporation, the Board can take action outside a meeting if directors unanimously consent in writing, and these consents are filed with the Board meeting minutes.
- For unincorporated community associations, action outside a meeting is only permissible if the governing documents explicitly allow it.

Meetings outside of a meeting with a quorum

The CCOC has noted that while the spirit of the law requires discussions of association business to occur at open meetings, the Condominium Act does not explicitly define "meeting," which has led to questions regarding informal discussions among board members, particularly when a quorum is present.

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- According to the Maryland Attorney General's Office, a gathering where a quorum of a public body (which can include a condo board) discusses public business is considered a "meeting," regardless of location or if an action is taken.
- It is generally advisable for Boards to avoid discussions regarding Association affairs when a majority is present, if the open meeting requirements have not been observed.
- Email communications among a quorum of the board might also constitute a meeting if the emails are close enough in time to demonstrate that a quorum participated in a discussion together.

Important Considerations:

- Consult Governing Documents: It is crucial to review your specific condominium's bylaws and other governing documents for provisions regarding meeting procedures and taking action outside of meetings.
- Legal Counsel: When in doubt about whether a particular gathering or discussion might be considered a "meeting" under the law or your governing documents, it is best to consult with legal counsel.
- Transparency and Accountability: Even when not strictly required by law, boards should strive for transparency and openness in their operations, and generally conduct discussions and make decisions at properly noticed and open meetings when feasible.

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Meetings & Hearings, Motions & Minutes

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Meetings are the lifeblood of common ownership communities. Everything from electing board members to planning social events happens in meetings. Community meetings exemplify American democracy at its most fundamental level. There are practical issues to be considered when planning and holding common ownership community meetings, and whether your community is a condominium, a co-op, or a homeowner association, Maryland law sets standards for conducting those meetings. *Sadly, the failure to observe those laws is one of the most common reasons given by community owners who file complaints with the Commission against the governing bodies of their communities.*

What are the applicable laws?

Every Maryland common ownership association is bound by their governing documents and either the Maryland Condominium Act, the Maryland Homeowners Association Act, or the Maryland Cooperative Housing Corporation Act. Where your association's governing documents differ from the Act, the Act prevails. Where the Act pertaining to your association does not speak, or only speaks generally on the subject of open meetings, boards of directors would be wise to consider the *spirit* embodied in the

others' laws and emulate them in their communities. When in doubt, consult legal counsel.

The most important provisions pertaining to meetings and hearings are found here:

- Maryland Condominium Act – Meetings: Sections 11-109 and 11-109.1, Hearings: Section 11-113
- Maryland Homeowners Association Act – Meetings: Section 11B-111
- Maryland Cooperative Housing Corporation Act - Meetings: Section 5-6B-19, Hearings: Section 5-6B-30

What constitutes a "meeting"?

Maryland law generally states that all association meetings should be open to its members. Recently the Maryland Attorney General's Office, in an attempt to resolve the ambiguity and provide clarity for those who wish to comply with the law, provided a definition to the Commission on Common Ownership Communities which adopted the following **resolution**:

a. A "meeting" under the open meetings statute is any gathering of the board of directors or a board authorized committee where a quorum is present (this is to include email exchanges between a quorum of Board or Committee members).

What are the different kinds of meetings?

a. An "Annual Meeting" is a regularly scheduled open meeting of the *members of the association*, required by the association's governing documents. While the board is expected to attend and the board president usually presides, the purpose of the Annual Meeting is to elect new board members and to address other specific business items as defined in the governing documents.
b. A "board meeting" is a regularly scheduled open meeting of the board of directors for the purpose of conducting the association's business. Board meetings and actions must follow procedures set out in their governing documents and in state and local law. Complaints, issues, contracts, policies, rules and procedures, budgets and finances: anything related to the association must be discussed and decided by the group in an open board meeting.

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c. A "special meeting" is an open meeting of the board of directors (subject to the same notice and quorum requirements as any regular meeting of the board) for the purpose of discussing, and perhaps deciding, a single issue. No other topic may be discussed other than the topic specified in the notice to members.
d. A "committee meeting" is an open, usually regularly scheduled, meeting of a group appointed by the board of directors and often affirmed annually by board motion. Committees are usually considered advisory to the board, forwarding their recommendations through motions and minutes of the committee meetings.
e. A "closed meeting", sometimes called an "executive session", is by definition a meeting that members cannot attend. Closed meetings may only be held for one of the reasons permitted in the Condominium, Co-operative Housing, or Homeowners' Association Acts. There are strict rules of procedure that must be followed. [See #5]
f. An "action without a meeting", a provision found in some bylaws that allows the board to conduct business by email, texting, telephone, or *otherwise not in person*, is also a closed meeting and subject to the Condominium, Co-operative Housing, or Homeowners' Association Acts.
g. A "hearing" is not considered a "meeting". Hearings are usually part of an association's internal dispute resolution process, regulated by the Condominium and Cooperative Housing Acts.

Are open meetings required?

The Maryland General Assembly adopted the Open Meetings Act of 1977, applying the "open meetings" standard to itself, the Executive Branch of the State government, and to all the county and local governments in Maryland. The underlying premise of open meetings is that those who govern will act more prudently if they are being scrutinized by the governed.

Every common ownership community meeting is either a meeting of the entire membership, a meeting of the board of directors, or a meeting of a board-authorized committee. In Maryland, as a matter of law and general public policy, **all common ownership community meetings must be open to all the residents and owners in the community, except in certain specific circumstances.** [See #5] The governing body may, however, deny access to the general public.

Hearings, on the other hand, may be required by statute to be held in closed or executive session. [See #6]

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What are the exceptions to the open meeting rules?

Association business may be conducted in a "closed" or "executive" session only under the following circumstances:

a. Discussion of matters pertaining to employees and personnel [Condos, Co-ops, & HOAs];
b. Protection of the privacy or reputation of individuals in matters *not related to association business* [Condos, Co-ops, & HOAs];
c. Consultation with legal counsel on legal matter [Condos, Co-ops, & HOAs];
d. Consultation with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters [Condos, Co-ops, & HOAs];
e. Investigative proceedings concerning possible or actual criminal misconduct [Condos, Co-ops, & HOAs];
f. Complying with a specific constitutional, statutory, or judicially imposed requirement protecting particular proceedings or matters from public disclosure [Condos & HOAs];
g. Discussion of an individual owner's assessment account [Condos & HOAs];
h. Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests of the association [Condos, Co-ops, & HOAs]; or

A matter may not be discussed and an action may not be taken if it is not permitted by this section. The minutes of the next regular meeting of the board of directors must include:

- A statement of the time, place, and purpose of the closed meeting,
- A record of the public vote of each board member by which the meeting was closed, and
- The authority under this section for closing any meeting.

Matters discussed in a closed session may not be discussed outside the meeting. If in doubt about the required procedures to properly conduct a closed meeting, consult legal counsel; a procedural error could invalidate the board's decision.

What notice is required?

Reasonable notice of meetings allow residents and unit owners a chance to attend. It recognizes that they may need to reschedule other obligations if they wish to attend,

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and failure to provide reasonable notice effectively frustrates the intent of the Acts that all meetings be open to all residents and unit owners.

The Homeowners Association and Cooperative Housing Acts do not specify notice requirements for community meetings. However, the community must follow its own governing documents, and the lack of a specific rule does not justify the failure to give reasonable notice.

The Condominium Act specifies that annual and special meetings of unit owners or the board of directors *"may not be held on less than 10 nor more than 90 days' written notice delivered or mailed to each unit owner at the address shown on the roster on the date of the notice."* Beyond that, the Condominium Act simply requires that notices for any other meetings (regular meetings of the board of directors or board-authorized committees, for example) satisfy the requirements in each condominium's bylaws. However, the lack of a specific notice requirement in the bylaws does not justify a failure to give reasonable notice. If in doubt, consult with an attorney to learn what your community should do.

How is a hearing different from a meeting?

In common ownership communities a hearing is best described as a gathering of the board with a resident or unit owner for the purpose of learning the facts surrounding a **complaint, dispute, or rules violation,**and determining the means of resolving it. If the association's bylaws do not provide a process for dispute resolution, the Maryland Condominium Act [Section 11-113] and Cooperative Housing Act [Section 5-6B-30] do. They provide specific steps that must be taken; if those steps fail, then a hearing may be held. The governing body must serve the resident or unit owner with written notice of the following:

a. The date, time, and place of the hearing to be held *"not less than 10 days from the date of the notice"*,
b. The nature of the violation and the proposed sanction to be imposed,
c. The right of the resident or unit owner to make statements and produce evidence and witnesses on their behalf, and
d. The right of the resident or unit owner to appeal the decision to the Commission on Common Ownership Communities or the courts of the State of Maryland.

Hearings are required to be held in closed or executive session by the Condominium & Cooperative Housing Acts; the Homeowners Association Act requires an open session.

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If a HOA appoints a panel to hear a dispute, they should follow their governing documents and act in a manner that is in the best interests of their community.

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Bylaw changes under the Maryland Condominium Act (as of October 1, 2024)

The Maryland Condominium Act addresses bylaw changes, including recent amendments that impact the approval process.

Key aspects

The Maryland Condominium Act includes several notable changes regarding bylaw amendments.

- Declaration Amendments: The required unit owner consent for amending a declaration is generally reduced from 80% to 66 2/3%, making amendments easier to pass and improving governance. However, the 80% threshold still applies if the developer owns units. This reduction doesn't apply to corrective amendments for typos, which the board can handle.
- Suspension of Privileges: The council of unit owners can amend the declaration to include or remove a provision allowing for the suspension of privileges with a 60% affirmative vote of eligible voters. This change helps condominiums collect delinquent assessments by allowing them to suspend common element privileges.
- Clean Energy Leases: The Act now permits condominium boards to approve leases exceeding one year for clean energy equipment, such as electric vehicle chargers, solar panels, and energy storage systems, without requiring unit owner approval. The board must make this decision by a majority vote after giving at least 30 days' notice to unit owners.

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ARTICLE IV
Board of Directors

4.10. 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 to such action. All actions taken pursuant to this Section must be submitted for ratification at the next regular or special meeting of the Board of Directors.

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Exhibit G - Closed Email Meeting between Board Members Excluding Me

Gmail

Proceeding forward as a Board

Chery, Yonald <yonald@kenwood-place.com> Mon, May 5, 2025 at 11:04 PM
To: Candace Otto <candace@kenwood-place.com>, krassi <krassi@kenwood-place.com>, Carlos Gaztambide <CARLOS@kenwood-place.com>, Linda <linda@kenwood-place.com>, Linda Norman <lindan@kenwood-place.com>

Fellow Board members (except Mary),

Our former condo president appears to have rejected the content of a cease and desist letter sent to her in an attempt to get her to understand the damage she has done and the jeopardy she escalating for the community by her continued actions.

We cannot function like this; six rationally-behaving Board members with the seventh member public excoriating us, management, and publicly violating confidentiality and defying Board mandates on what seems like a daily basis.

So, I request two things asap:

1. Please cast your vote on the cease and letter which captures what we discussed in the last Board meetings

and

2. Please share any thoughts you have on our possible next steps to deal with this matter.

In my mind, in light of these new postings, I do not see a future where she remains on the Board.

I vote "Yes, in support of the cease and desist letter".

I welcome everyone's thoughts.

Please vote.

Many thanks,

Yonald

Yonald Chery · KPC Board Member · KPC Treasurer · **yonald@kenwood-place.com** · **617.936.8413** (m)

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Case 2025-076, CE1 compiled 11/6/2025 11:36 PM

krassi <krassi@kenwood-place.com> Mon, May 5, 2025 at 11:19 PM
To: "Chery, Yonald" <yonald@kenwood-place.com>, Candace Otto <candace@kenwood-place.com>, Carlos Gaztambide <CARLOS@kenwood-place.com>, Linda <linda@kenwood-place.com>, Linda Norman <lindan@kenwood-place.com>

I support the letter.

Linda Norman <lindan@kenwood-place.com> Tue, May 6, 2025 at 6:20 AM
To: krassi <krassi@kenwood-place.com>, "Chery, Yonald" <yonald@kenwood-place.com>, Candace Otto <candace@kenwood-place.com>, Carlos Gaztambide <CARLOS@kenwood-place.com>, Linda <linda@kenwood-

Hi

I think the letter is fine but I think you have to have a unanimous vote by email and I doubt Mary will vote yes so that is a problem.

Linda Egerton <lindaegertonkpc@gmail.com> Tue, May 6, 2025 at 11:34 AM
To: Candace Otto <candace@kenwood-place.com>

Hi

I don't know what the procedure is to remove someone from the board, What is required?

Thanks

---

yonald <yonald@kenwood-place.com> Tue, May 6, 2025 at 11:34 AM
To: Linda Egerton <lindaegertonkpc@gmail.com>

I concur with your assessment.

We did discuss and vote on the items in the letter in closed session, so perhaps this vote is moot.

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

On May 6, 2025, at 8:23 AM, Mary Dolbashian <kenwoodplacesmedia@gmail.com> wrote:

Exhibit K - Email from Board President - suggesting legal fees - removal as liaisons, response. Mr. Fine suggesting the victim was never registered in BuildingLink, and responses from me, as well as emails excluding me, etc.

Candace Otto <candace@kenwood-place.com> Tue, May 6, 2025 at 8:49 AM
To: Mark Winston <lmwinston0406@gmail.com>, mark <mark@jsimanagement.co>
Cc: Krassi Genov <krassi@genov.us>, Yonald Chery <yonald@kenwood-place.com>, linda <linda@kenwood-place.com>, Linda Norman <lindan@kenwood-place.com>, carlos <carlos@kenwood-place.com>, Mary Dolbashian <hairmary@gmail.com>

I should remind the Board that Ms. Dolbashian was removed as liaison to Mark Winston at our last closed meeting and has no authority to communicate with him directly. Mark Fine and I are liaisons to legal counsel.

We have a Code of Conduct and Ethics in place which Ms. Dolbashian signed that restricts Director communication with staff, not to mention our Bylaws and agreement with JSIM.

Taking a picture of someone is not illegal, just as our surveillance cameras are not illegal.

Our Code of Conduct and Ethics further authorizes the Board to assess attorney's fees incurred in the enforcement of the Code against any Director who refuses to comply.

This is a polite request to please comply with the cease-and-desist letter.

Sincerely,

Candace Otto
President, Board of Directors
Kenwood Place Condominium Association

Mary <hairmary@gmail.com> Tue, May 6, 2025 at 9:26 AM
To: Candace Otto <candace@kenwood-place.com>
Cc: Mark Winston <lmwinston0406@gmail.com>, mark <mark@jsimanagement.co>, Krassi Genov <krassi@genov.us>, Yonald Chery <yonald@kenwood-place.com>, linda <linda@kenwood-place.com>, Linda Norman <lindan@kenwood-place.com>, carlos <carlos@kenwood-place.com>

To: Candace Otto

CC: Kenwood Place Board of Directors, Mark Winston (Legal Counsel)

Dear Candace, Board Members, and Mr. Winston,

I'm writing to respond to several inaccurate claims made in Candace's May 6th email concerning my authority and conduct as a Director. I want to be crystal clear: I remain a duly elected member of the Board, and nothing about my removal as President changes my legal responsibilities or rights under Maryland law.

1. No vote was taken to remove me from any liaison role or restrict my ability to communicate with counsel or staff. The only action taken during the closed session was a vote to remove me as President. Any suggestion that I now lack authority to speak with legal counsel or perform oversight is incorrect and unsupported by any formal Board action.

2. Communicating with staff about building concerns—such as the gym flood—is part of my fiduciary duty. Oversight is not interference. Taking photos of me having a professional, oversight-related conversation with staff is inappropriate and appears retaliatory.

3. The Code of Conduct does not override Maryland Real Property Code §§11-109 or 11-116. Those laws grant all Directors oversight authority and access to records. No internal policy can restrict that, nor can it be used to isolate one Director from performing their duties.

4. Communicating with legal counsel is well within my role as a Director. I have not claimed to represent the Board as a whole and have every right to raise issues in good faith, especially when they involve legal, financial, or ethical risk to the Association.

5. Threats of legal fees or cease-and-desist letters directed at a sitting Board member fulfilling their legal duties are retaliatory and deeply inappropriate. I will not be silenced or intimidated for doing the work I was elected to do—especially when it involves ensuring lawful and transparent operations.

I hope this clears up the record. I will continue to fulfill my responsibilities as a Director, in accordance with Maryland law, our governing documents, and the best interests of the Kenwood Place community.

Respectfully,

Mary Dolbashian

Case 2025 0776 CE1 compiled 11/6/2025 1:36 PM

Gmail

Unauthorized Surveillance and Improper Attempt to Restrict Director Oversight

Mary Dolbashian <kenwoodplacesmedia@gmail.com> Tue, May 6, 2025 at 8:23 AM
To: Mark Winston <lmwinston0406@gmail.com>
Cc: Krassi Genov <krassi@genov.us>, Yonald Chery <yonald@kenwood-place.com>, linda <linda@kenwood-place.com>, Linda Norman <lindan@kenwood-place.com>, carlos <carlos@kenwood-place.com>, candace Otto <candace@kenwood-place.com>, Mary Dolbashian <hairmary@gmail.com>

Dear Board Members and Mr. Winston,

This morning, I was photographed by Mark Fine while speaking with our Maintenance Supervisor about the gym flood that occurred last night — a serious building issue that falls squarely within the oversight responsibilities of any Director.

Let me be absolutely clear: I am a duly elected member of the Kenwood Place Board of Directors, and I was acting in direct fulfillment of my fiduciary obligations under Maryland Real Property Code §§11–109 and 11–116. I have both the legal authority and the duty to investigate operational failures, speak with staff, and ensure that resident safety and building integrity are protected.

The act of photographing me during that interaction was unauthorized, retaliatory, and deeply inappropriate. It strongly appears to be part of a continuing effort to build a false record against me, after I raised serious concerns regarding the manager's conduct — including a police-confirmed hit-and-run incident on Association property. That a manager who is personally implicated in a serious matter would attempt to surveil a Director performing lawful oversight is unacceptable and raises significant liability and ethical concerns

Let me also be clear: no vote by the Board — even if attempted — can override my fiduciary obligations or silence my right to communicate in good faith with staff about operational or maintenance concerns. Any such attempt would be unenforceable and a violation of law.

Furthermore, I remind the Board and legal counsel that both Maryland law and federal protections under the First Amendment and Section 1983 (in certain applications involving community associations and retaliation) provide protections against retaliatory actions taken in response to good-faith reporting, oversight, or public interest activity.

Specifically:

- Maryland recognizes retaliation as a cause of action where someone is penalized or harassed for performing protected activity or raising misconduct.
- Under federal civil rights and anti-retaliation doctrines, attempts to punish or isolate individuals who speak out against misconduct — particularly where public safety or governance transparency is at issue — are viewed as chilling and may give rise to liability under 42 U.S.C. §1983 and related doctrines.

Whether or not the Association qualifies as a "state actor" in the traditional sense, the use of surveillance, false accusations, and coordinated Board action to chill speech or oversight may still implicate common law retaliation and provide a basis for legal action if continued.

Therefore, I request immediate clarification:

- Who authorized Mr. Fine to photograph me while I was speaking with staff?
- Is there a formal, voted-on policy restricting Director communication with staff?
- Does legal counsel endorse the legality of this surveillance or the effort to classify my fiduciary conduct as "interference"?

I will not be intimidated, and I will not allow this Board or its management agent to redefine lawful oversight as misconduct in order to protect themselves from scrutiny. If the Board has concerns, it should bring them forward through transparent and lawful means — not surveillance and manufactured accusations.

Chery, Yonald <yonald@kenwood-place.com>
To: Krassi Genov <krassi@genov.us>, linda <linda@kenwood-place.com>, Linda Norman <lindan@kenwood-place.com>, carlos <carlos@kenwood-place.com>, candace Otto <candace@kenwood-p
Cc: Mark Winston <lmwinston0406@gmail.com>

Counsel & Board members (except Mary),

Our former president's accusations continue this morning with the latest conspiracy accusing Mark Fine of photographing her this morning.

I was in early with Mark Fine in his office to sign checks and discuss risk issues. Her email arrived while I was sitting in his office.

Mark Fine offered his phone to me to look at photos taken.

Attached are screenshots of his phone. No apparent photos after May 3, 2025 and nothing in the trash.

This is not a forensic analysis and it is not definitive proof of no photos taken (since you cannot prove a negative) but Mark's transparency would seem to contradict what was asserted in her email.



Case 2025-076, CE1 compiled 1/16/2025 1:35 PM

place.com>

I support the letter

Candace Otto <candace@kenwood-place.com> Tue, May 6, 2025 at 7:11 AM
To: Linda Norman <lindan@kenwood-place.com>, krassi <krassi@kenwood-place.com>, "Chery, Yonald" <yonald@kenwood-place.com>, Carlos Gaztambide <CARLOS@kenwood-place.com>, Linda <linda@kenwood-place.com>

I also support the letter, however, unless I'm mistaken a vote taken by email must be unanimous.

Candace Otto
President, Board of Directors
Kenwood Place Condominium Association

On 05/06/2025 6:20 AM EDT Linda Norman <lindan@kenwood-place.com> wrote:

I support the letter

------- Original message -------
From: krassi <krassi@kenwood-place.com>
Date: 5/5/25 11:19 PM (GMT-05:00)
To: "Chery, Yonald" <yonald@kenwood-place.com>, Candace Otto <candace@kenwood-place.com>, Carlos Gaztambide <CARLOS@kenwood-place.com>, Linda <linda@kenwood-place.com>, Linda Norman <lindan@kenwood-place.com>
Subject: Re: Proceeding forward as a Board

Candace Otto <candace@kenwood-place.com> Tue, May 6, 2025 at 7:33 AM
To: krassi <krassi@kenwood-place.com>, "Chery, Yonald" <yonald@kenwood-place.com>, mark <mark@jsimanagement.co>
Cc: linda <linda@kenwood-place.com>, lindan <lindan@kenwood-place.com>, carlos g <carlos@kenwood-place.com>

I've added Mark Fine to this string as I have two questions for him.

We can vote at our next Board meeting to ratify actions previously taken, whether or not they were voted upon. Am I correct, Mark?

I feel it's necessary to remove Mary from the Board. We can offer her the opportunity to voluntarily step down in compliance with the Code of Conduct and Ethics she signed.

Case 2025-014 CE1 compiled 11/6/2025 1:36 PM

I also think it's necessary to assess her with attorney's fees for any legal actions/advice we incur going forward if she doesn't step down and to so advise her, also in accordance with the Code of Conduct.

Mark, changing gears, am I correct to assume that Sarah Kough never registered her car with KPC after numerous community-wide requests to do so?

Candace Otto
President, Board of Directors
Kenwood Place Condominium Association

---

mark <mark@jsimanagement.co> Tue, May 6, 2025 at 7:42 AM
To: Candace Otto <candace@kenwood-place.com>, krassi <krassi@kenwood-place.com>, "Chery, Yonald" <yonald@kenwood-place.com>
Cc: linda <linda@kenwood-place.com>, lindan <lindan@kenwood-place.com>, carlos g <carlos@kenwood-place.com>

Hi Candace,

Yes you can ratify in next meeting. Sarah Kough registered (or someone did) after the incident, it was not registered before. *The KPC sticker is not registered.*

Thanks

Mark

Thanks

Mark

Mark Fine,
Executive
JSI Management, LLC
Agent for Kenwood Place Condominium (KPC)
P.O. Box 20715
Silver Spring, MD 20914
301.384.1944 (O)
240.216.0753 (C)

On site
5301 Westbard Circle
Suite 147 (Entrance at building Exit 4)
Bethesda, MD 20816

Kenwood Office 301.654.4512

NOTICE:
This message is intended only for the named addressee(s) and may contain confidential and/or privileged information. If you are not the named addressee you should not disseminate, copy, take any action or place any reliance on this message. If you have received this message in error, please notify the sender by return e-mail and delete the message and any attachments accompanying it immediately.

Linda Egerton <lindaegertonkpc@gmail.com> Tue, May 6, 2025 at 11:31 AM
To: "Chery, Yonald" <yonald@kenwood-place.com>

Case 2025-076, CE1 compiled 11/6/2025, 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

... you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic... states: Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.77 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Arunkumar Panjeliy Vidhya

Homeowner name (signature) | 14-Oct-2024 **Date** | 5301 westland ci #413 Bethesda MD **Address and unit number (Printed)**

Arunkumar Panjeliy Vidhya

Homeowner name (printed)

781 686 6141 arunple79@gmail.com

telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

~~I/WE~~ Arunkumar Panjeliy & Vidhya Chandralekha (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-016, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE _____ VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Arunkumar Panjethy Vidhya

Homeowner name (signature)

14-OCT-2024

Date

5301 westbard cir #413 Bethesda MD

Address and unit number (Printed)

Arunkumar Panjethy Vidhya

Homeowner name (printed)

7816866141 arunple79@gmail.com

telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

~~We~~ I/WE Arunkumar Panjethy & Vidhya Chengalathur (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

CamScanner

Gmail

Mary Dolbashian <hairmary@gmail.com>

Election and Proxy

Swati Malik <swatimalik78@gmail.com> Tue, Jul 8 at 1:18 PM
To: <hairmary@gmail.com>

Hello,
I, Swati Malik, resident of Kenwood Place Condominiums since 2021, voted ONLY for Mary Dolbashian back in the October 2024 elections by proxy. I confirm the proxy was sealed and properly dropped off in the ballot box at the front desk concierge.
[Quoted text hidden]

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[✓] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.81 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	Date	Address and unit number (Printed)
	9/28/2024	5301 Westbard Circle 132

Swati Malik
Homeowner name (printed)

410 908 1130 swatimalik78@gmail.com
telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Swati Malik (Full names, printed) do hereby appoint Mary Dolbashian (Full Name), to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

CE1 2025-076, CE1 compiled 11/6/2025 1:36 PM

July 8, 2025

To: Kenwood Place Condominium Board of Directors

I am the owner of two units at Kenwood Place: Unit 412 and Unit 130. For the October 2024 Board election, I submitted proxies for both units. On each proxy, I voted for only one candidate: Mary Dolbashian.

Both proxies were placed in a sealed envelope and delivered directly to the designated ballot box at the KPC front desk.

Sincerely,

Haribaskar Thangavel

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE *0.46* VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

_____	*10/04/2024*	*5301 Westbard Circle #130*
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

Haribaskar Thangavel	*240-271-5376/runwith@gmail.com*
Homeowner name (printed)	**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE *Haribaskar Thangavel* (Full names, printed) do hereby appoint *Mary Dolbashian* (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE *0.58* VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	**Date**	**Address and unit number (Printed)**
	10/04/2024	*5301 Westbard Circle #412*

Haribaskar Thangavel
Homeowner name (printed)

240-802-9592/runwith@gmail.com
telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE *Haribaskar Thangavel* (Full names, printed) do hereby appoint *Mary Dolbashian* (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Gmail

Mary Dolbashian <hairmary@gmail.com>

October 28, 2024 Proxy for board election

m1o2m@aol.com <m1o2m@aol.com> Sun, Jul 6 at 11:19 PM
To: Mary Dolbashian <hairmary@gmail.com>

Dear Mary,

I only voted for one individual on the proxy, and that was for Mary Dolbashian. I personally enclosed and sealed it in the envelope provided.

Sincerely,
Catalina and Robert Russell
KPW Unit # 235
301-801-2578

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.46 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

[signature] 10/3/2024 5301 Westbard Circle Unit 235 Bethesda, MD 20816

Homeowner name (signature) **Date** **Address and unit number (Printed)**

Catalina Russell 301-801-2578 catmyb.728@gmail.com

Homeowner name (printed) **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Catalina Russell (Full names, printed) do hereby appoint Mary Dolbashian (Full Name), to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

[signature]

CE1-Page 2025076, 5F1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.38% VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Melissa Garcia — **Homeowner name (signature)**

10/1/2024 — **Date**

5301 Westboard Circle #249 Bethesda 4D20816 — **Address and unit number (Printed)**

Melissa Garcia — **Homeowner name (printed)**

2026415343 garciam87.mgt gmail.ur — **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Melissa Garcia (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

M6

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Gmail

Mary Dolbashian <hairmary@gmail.com>

Vote/Proxy for October 28, 2024 KPC Election

Melissa Garcia <garciam87.mg@gmail.com> Tue, Jul 8 at 2:22 PM
To: Mary Dolbashian <hairmary@gmail.com>

July 8, 2025

To whom it may concern:

I am writing to inform you that I only voted for Mary Dolbashian as part of the Kenwood Place Condo (KPC) election on October 28, 2024. If you have further questions, please contact me. My information including mailing address, phone and email are below.

Best,
Melissa

[Quoted text hidden]

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Closing Statement – Mary Dolbashian

Kenwood Place Hearing – July 10, 2025

Before I conclude, I'd like to reference several specific Bylaws that directly support the concerns I raised in my June 24, 2025 complaint.

Under Article XI, Section 11.01(a), both the Board and unit owners are required to comply with the governing documents and the Maryland Condominium Act. If they don't, the remedy can include a lawsuit or injunction. In other words, when the Board gives away 15 parking spaces—our common elements—to commercial tenants without community notice or a vote, that's not just a bad decision. It's a legal violation that I, as a unit owner, have the right to challenge.

Section 11.01(f) gives the Board the right to enforce rules, but it must do so in line with applicable laws, including due process. That means before imposing any fine or penalty, the Board must provide a written notice of the violation, allow a reasonable period to correct it, and give the owner a chance to be heard. None of that happened before a vote was taken to censure me and a threat of a $1,000 fine for any perceived Code of Conduct violations without due process. Not only was that action retaliatory—it also violated this section and Maryland Real Property Code §11-113. And just to be clear, this same Bylaw section limits fines to $25 per infraction per day, so a $1,000 fine is not only procedurally improper — it's completely unsupported by our own rules.

Section 11.01(d) also matters here. It says that just because a right hasn't been enforced in the past doesn't mean it can't be enforced now. So, the Board can't argue that past practices somehow make these current violations acceptable. Whether it's the improper allocation of parking, the unresolved pipe banging in my unit, the election proxy discrepancies, or improper closed meetings — I am entirely within my rights to raise these concerns now.

Turning to the parking issue again: under **Article XII, Section 12.01**, any change to the Bylaws — including a material change in how our common property is used — requires a vote of 66 2/3% of the unit owners. That threshold exists for a reason: to prevent the Board from unilaterally deciding how shared property is used. Calling the change "temporary" doesn't change the fact that residents would lose access to 15 spots, and commercial tenants — some of whom aren't even owners — gained preferential treatment. That change absolutely requires an amendment and a vote.

And **Article XIII, Section 13.01** reinforces that no one — not even the Board — can separate any unit from its interest in the common elements. That means you can't reassign or restrict access to common areas like parking without affecting every unit's undivided stake in the property. The Board's vote on June 12 did just that — and did so behind closed doors, without community approval.

Case 2025-0176 CE1 comment 1 1/6/2026 1:36 PM

Finally, **Article XI, Section 11.01(c)** states that in any legal proceeding involving a unit owner, the prevailing party is entitled to recover their costs and legal fees. If this matter ends up in front of the CCOC or in court and I prevail, that provision allows me to seek reimbursement. I say this not as a threat, but to remind the Board that these governing documents are binding — not optional — and violating them has consequences.

In summary:

I respectfully request that this full statement be included in the hearing record and considered as part of my formal complaint.

Thank you.

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon

[X] Mary Dolbashian

[X] Linda Egerton

[ ] Linda Norman

WEIGHTED PERCENTAGE OF VOTE *0.46* VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

[signature]	*10/04/2024*	*5301 Westbard Circle #130*
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

Haribaskar Thangavel	*240-271-5376/runwith@gmail.com*
Homeowner name (printed)	**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE *Haribaskar Thangavel* (Full names, printed) do hereby appoint *Mary Dolbashian* (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

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DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.46 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

[signature] 10/3/2024 5301 Westbard Circle Unit 235 Bethesda, MD 20816

Homeowner name (signature) **Date** **Address and unit number (Printed)**

Catalina Russell 301-801-2578 catyb.728@gmail.com

Homeowner name (printed) **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Catalina Russell (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

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DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon

[X] Mary Dolbashian

[X] Linda Egerton

[ ] Linda Norman

WEIGHTED PERCENTAGE OF VOTE 0.46 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Alicia Ras — **Homeowner name (signature)**

10/2/24 — **Date**

5301 Wellard cir 336 — **Address and unit number (Printed)**

Alicia A. Ras — **Homeowner name (printed)**

240-353-9696 — **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Alicia Ras (Full names, printed) do hereby appoint MARY DOLBASHIAN (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024." A.R

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DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[X] Linda Norman**

notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

WEIGHTED PERCENTAGE OF VOTE 0.46 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Manf Ayoob — **Homeowner name (signature)**

10/6/24 — **Date**

5301 Westbard Circle H 335 — **Address and unit number (Printed)**

Marilyn Ayoob — **Homeowner name (printed)**

978-771-6892
MarilynAyoob@gmail.com — **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Marilyn Ayoob (Full names, printed) do hereby appoint Mary Dolbashian (Full Name), to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

MA

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

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B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[✓] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 5 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	Date	Address and unit number (Printed)
[signature]	10-8-2024	202-873-4525

STB

Robert & Sofia Blake
Homeowner name (printed)

5301 Westbard Ave', #244
telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Robert & Sofia Blake (Full names, printed) do hereby appoint Krassi Genov (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] ~~Magdalena Diaz De Leon~~

[✓] Mary Dolbashian

[✓] ~~Linda Egerton~~

[✓] Linda Norman

WEIGHTED PERCENTAGE OF VOTE .51 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Fran N Cabanilla
Homeowner name (signature)

_____
Date

KPC #306
Address and unit number (Printed)

Fran N Cabanilla
Homeowner name (printed)

321-543-9213
telephone number & email address
francabanilla1@gmail.com

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE _____(Full names, printed) do hereby appoint _____(Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[√] Mary Dolbashian**

[√] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.51% VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

[signature]	10/7/24	Kenwood Place Condo #430
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**
Wendy J. Eagar		5301 Westbard Circle Bethesda MD 20816.
Homeowner name (printed)		weagar1@gmail.com
		telephone number & email address
		301 775 0326

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Wendy J. Eagar (Full names, printed) do hereby appoint Mary Dolbashion (Full Name), to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon

[X] Mary Dolbashian

[X] Linda Egerton

[X] Linda Norman

WEIGHTED PERCENTAGE OF VOTE 0.55 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Oksana Parikh — **Homeowner name (signature)**

10/5/24 — **Date**

407 — **Address and unit number (Printed)**

Oksana N Parikh — **Homeowner name (printed)**

202-294-8842
oxana680@hotmail.com — **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Oxana N. Parikh (Full names, printed) do hereby appoint Mary Dolbashian (Full Name), to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

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DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[√] Mary Dolbashian**

[√] Linda Egerton **[√] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.35 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	Date	Address and unit number (Printed)
[signature]	10-10-2024	5301 Westbard Cir #107

Homeowner name (printed)	telephone number & email address
JUN LEI	301 760 6652

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE JUN LEI (Full names, printed) do hereby appoint Mark Fine (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all prior directed proxies issued for the KPC Election to be held on October 28, 2024."

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B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[X] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .55 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Candace Otto 10/6/24 5301 Westbard Circle #225 Bethesda MD 20816

Homeowner name (signature) **Date** **Address and unit number (Printed)**

Candace Otto 301-907-0153 CandaceOttoCMT@msn.com

Homeowner name (printed) **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE _____(Full names, printed) do hereby appoint _____(Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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DIRECTED PROXY

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[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[✓] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .55% VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Barbara Seidman — Oct. 10, 2024 — 5301 Westbard Circle, #239

Homeowner name (signature) **Date** **Address and unit number (Printed)**

Barbara Seidman — 301-654-4473, bseidman@icloud.com

Homeowner name (printed) **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Barbara Seidman (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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D

DIRECTED PROXY

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[✓] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[✓] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 10 VERIFIED BY _____

to fill each open

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	**Date**	**Address and unit number (Printed)**
	15 Oct 2024	5301 Westbard Cir # 120

Jonathan Ostler
Homeowner name (printed)

301.442.6607
telephone number & email address

I will Attend in person

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE _____(Full names, printed) do hereby appoint _____(Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Homeowner Sel...

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DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[ ] Linda Norman**

nominations from WEIGHTED PERCENTAGE OF VOTE 0.38% VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Melissa Garcia — **Homeowner name (signature)**

10/1/2024 — **Date**

5301 Westbard Circle #249 Bethesda MD 20816 — **Address and unit number (Printed)**

Melissa Garcia — **Homeowner name (printed)**

2026415343 garciam87.mgt gmail.com — **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Melissa Garcia (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

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"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

MG

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B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon

[X] Mary Dolbashian

[X] Linda Egerton

[X] Linda Norman

WEIGHTED PERCENTAGE OF VOTE .58 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Matthew M. Carroccio — **Homeowner name (signature)**

10/16/2024 — **Date**

5361 Westbard Cir. #420 Bethesda, MD 20816 — **Address and unit number (Printed)**

Matthew M. Carroccio — **Homeowner name (printed)**

202-549-1320
matthewcarroccio@gmail.com — **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Matthew M. Carroccio (Full names, printed) do hereby appoint Mark Fine (Full Name), to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[✓] Linda Egerton **[✓] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .58 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	**Date**	**Address and unit number (Printed)**
		5301 Westbard Cir Apt 226
Homeowner name (printed)		yoko.ota.yoshii@gmail.com (202) 549-4563 **telephone number & email address**

Yoshihisa Ota

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Yoshihisa Ota (Full names, printed) do hereby appoint To Candice Otto (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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D

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[X] Linda Norman**

Notwithstanding

WEIGHTED PERCENTAGE OF VOTE 0.64 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Linda Egerton — **Homeowner name (signature)**

10/8/2024 — **Date**

5301 WESTBARD CIR UNIT 421 — **Address and unit number (Printed)**

LINDA EGERTON — **Homeowner name (printed)**

240-204-0271 LINDA@AAMC.COM — **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE LINDA EGERTON (Full names, printed) do hereby appoint MARK FINE (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic**... states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[X] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.64 VERIFIED BY _____

----------TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	Date	Address and unit number (Printed)
[signature]	10/12/24	437

Homeowner name (printed)	telephone number & email address
Nataliya Lariza Sachuk	202-374-1240

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Nataliya LARIZA SACHUK (Full Name(s) printed) do hereby appoint Mary Dolbashian (Full Name), to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

NLS

CE1-2025-0110, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[✓] Linda Egerton **[✓] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .64 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	Date	Address and unit number (Printed)
Sandra G. de Ayala Alejandro Ayala G.	10/15/2024	5301 Westbard Circle Apt. 310

Homeowner name (printed)	telephone number & email address
Sandra M. Ayala and Alejandro Ayala	(301)442-0880/aysandro@ydroo.ca

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Sandra M Ayala and Alejandro Ayala (Full names, printed) do hereby appoint Mary Dolbashian (Full Name), to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-016, CE1 compiled 11/6/2025 1:36 PM

b

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[M] Mary Dolbashian**

[✓] Linda Egerton **[ ] Linda Norman**

nominations fro WEIGHTED PERCENTAGE OF VOTE 0.64% VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Yi Cao — **Homeowner name (signature)**

10/7/2024 — **Date**

237, 5301 Westbard Cir. — **Address and unit number (Printed)**

Yi Cao — **Homeowner name (printed)**

2023941466 Yi_Cao@Gwu.edu — **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Yi Cao (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1, compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

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[X] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .77 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Catherine Saunders 10/10/2024 5301 Westbard Circle #201 Bethesda MD 20816

Homeowner name (signature) **Date** **Address and unit number (Printed)**

CATHERINE SAUNDERS

Homeowner name (printed)

540-645-2360 CSaunders1@comcast.net

telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE CATHERINE SAUNDERS (Full names, printed) do hereby appoint MARK FINE (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-016, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

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[ ] Magdalena Diaz De Leon **[√] Mary Dolbashian**

[√] Linda Egerton **[√] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 77% VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Kathryn E Jewel — **Homeowner name (signature)**

4/26/24 — **Date**

5301 Westbard Circle #438 — **Address and unit number (Printed)**

Kathryn E Jewel — **Homeowner name (printed)**

240-620-8939 — **telephone number & email address**

KEJewel@gmail.com

DIRECTED PROXY

FILL OUT ~~THIS~~ PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Kathryn E Jewel (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon

[X] Mary Dolbashian

[X] Linda Egerton

[ ] Linda Norman

WEIGHTED PERCENTAGE OF VOTE 0.46 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	Date	Address and unit number (Printed)
	18 Oct 24	5301 West Board Cir, 242

Carlos Gaztambide
Homeowner name (printed)

5712452240 rodcar6450@gma.
telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Carlos Gaztambide (Full names, printed) do hereby appoint Mark Fine (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.77 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Arunkumar Panjeshy Pradhyal — 14-OCT-2024 — 5301 westland ci #413 Belmonda MD

Homeowner name (signature) | **Date** | **Address and unit number (Printed)**

Arunkumar Panjeshy Pradhyal — 781 686 6141 — arcmple79@gmail.com

Homeowner name (printed) | **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

~~I~~ WE Arunkumar Panjeshy & Vidhya Chandralekha (Full names, printed) do hereby appoint Mary Dolbashian (Full Name), to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[X] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[ ] Linda Egerton **[X] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .81 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Henry & Maurine Beasley — **Homeowner name (signature)**

Oct. 3, 2024 — **Date**

9707 Old Georgetown Rd. Bethesda, MD owners of unit 329 — **Address and unit number (Printed)**

Henry & Maurine Beasley — **Homeowner name (printed)**

301 320 3469 mbeasley@umd.edu — **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Henry & Maurine Beasley (Full names, printed) do hereby appoint MACK Fine (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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D

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

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[X] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[ ] Linda Egerton **[X] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 8.1 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

[signature]	10/16/24	440 H
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

Leslie Mora	(202) 445-4630
Homeowner name (printed)	**telephone number & email address**
	leslie_cgu@gmail.com

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Leslie Mora / Dora Hernandez (Full names, printed) do hereby appoint Mark Fine (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[ ] Linda Egerton **[X] Linda Norman**

nominations from WEIGHTED PERCENTAGE OF VOTE 3% VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Maja Mrkoci — **Homeowner name (signature)**

10/18/24 — **Date**

5031 Westbard circle [redacted] unit 435 — **Address and unit number (Printed)**

MAJA MRKOCI — **Homeowner name (printed)**

301-793-0695 — **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE MAJA MRKOCI (Full names, printed) do hereby appoint BRANKA RISTIC (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[X] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[ ] Linda Egerton **[X] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .51% VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

_____	Oct 8, 2024	Unit 209
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

QIANLAI LUO	301-222-3850
Homeowner name (printed)	**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE QIANLAI LUO (Full names, printed) do hereby appoint MARK FINE (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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b

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[✓] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[ ] Linda Egerton **[✓] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 1.55 VERIFIED BY _____

Linda Norman

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	10/9/24 **Date**	530, Westland Ct #227 **Address and unit number (Printed)**
Stephen Seyer **Homeowner name (printed)**		301-792-7445 sgsmg44@aol.com **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE ~~Linda Norman~~ Stephen Seyer (Full names, printed) do hereby appoint Linda Moore (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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Magdalena Diaz De Leon **Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.55 % VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

	10-13-2024	5301 Westbard Circle Unit #339 Bethesda, MD
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**
Julia C. Sacasa		240.205.4140
Homeowner name (printed)		**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Julia C. Sacasa (Full names, printed) do hereby appoint MARK FINE (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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D

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[X] **Magdalena Diaz De Leon** [X] **Mary Dolbashian**

[ ] Linda Egerton [X] **Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 5.8 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Joan V Comer	Oct 7, 2024	5301 Westboard Circle #205
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

JOAN V. COMER	301-452-5769	Joan.V.Comer@gmail.com
Homeowner name (printed)		**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE _____(Full names, printed) do hereby appoint _____(Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

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Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

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[X] **Magdalena Diaz De Leon**

[X] **Mary Dolbashian**

[ ] **Linda Egerton**

[X] **Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.58 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

_____	10/15/2024	#408
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

Merachew Sahle	202615 9899 MERACHEW@GMAIL.COM
Homeowner name (printed)	**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE _____(Full names, printed) do hereby appoint _____(Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-016, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

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[✓] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[ ] Linda Egerton **[✓] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.77 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Anne A Cianni | 10/05/2024 | 5301 Westbard Cir Apt 213

Homeowner name (signature) **Date** **Address and unit number (Printed)**

Anne A. Cianni | 203-722-1478 annecianni@gmail.com

Homeowner name (printed) **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Anne A. Cianni (Full names, printed) do hereby appoint Mark Fine (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

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[✓] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[ ] Linda Egerton **[✓] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .58 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Linda Norman — **Homeowner name (signature)**

10/8/24 — **Date**

5301 Westbard Cir #305 — **Address and unit number (Printed)**

Linda Norman — **Homeowner name (printed)**

301-602-6111 lindanorman@compass.com — **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE _____(Full names, printed) do hereby appoint _____(Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

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DIRECTED PROXY

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[X] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE _____ VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

VOTE WILL BE

Krista Ellis — **Homeowner name (signature)**

10/24/2024 — **Date**

5301 Westbard Circle #406 — **Address and unit number (Printed)**

Krista Ellis — **Homeowner name (printed)**

Krista.ellis@certaintyhomelending.com

202-246-6020 — **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Krista Ellis (Full names, printed) do hereby appoint Linda Norman (Full Name), to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1, compiled 11/6/2025 1:36 PM

b

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[√] Magdalena Diaz De Leon **[√] Mary Dolbashian**

[ ] Linda Egerton **[√] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.51 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Chihiro Yamazaki — **Homeowner name (signature)**

10/13/24 — **Date**

5301 Westbard Cir #424
Bethesda, MD 20816 — **Address and unit number (Printed)**

Chihiro Yamazaki — **Homeowner name (printed)**

301-412-6724
ycyamazaki@gmail.com — **telephone number & email address**

1106

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Chihiro Yamazaki (Full names, printed) do hereby appoint [redacted] Mark Fine (Full Name), to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

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[ ] Magdalena Diaz De Leon

[X] Mary Dolbashian

[X] Linda Egerton

[X] Linda Norman

WEIGHTED PERCENTAGE OF VOTE _____ VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

vote submitted

Krista Ellis — **Homeowner name (signature)**

10/23/2024 — **Date**

5301 Westbard Circle Unit # 409 — **Address and unit number (Printed)**

KRISTA ELLIS — **Homeowner name (printed)**

202 216 6020 Krista.ellis@certaintyhomelending.com — **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE KRISTA ELLIS (Full names, printed) do hereby appoint Linda Norman (Full Name), to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

6

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

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[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[✓] Linda Egerton **[✓] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.58 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

	10/21/24	5301 Westbard Cir #350
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

Albert Kuo	571-212-1101 alkuo1@gmail.c
Homeowner name (printed)	**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Albert Kuo (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1, compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[✓] **Magdalena Diaz De Leon** [ ] ~~**Mary Dolbashian**~~

[ ] ~~**Linda Egerton**~~ [✓] **Linda Norman**

WEIGHTED PERCENTAGE OF VOTE _____ VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

C Nickels — **Homeowner name (signature)**

10/23/24 — **Date**

#344 — **Address and unit number (Printed)**

Christine Nickels — **Homeowner name (printed)**

CMNickels@gmail.com — **telephone number & email address**

202-841-2332

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Christine Nickels (Full names, printed) do hereby appoint Mark Fine (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-016, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

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[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.64 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

[signature]	10-23-2024	337
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

Mohamed Elmenshawy	202-285-1567 menshy706@gmail.com
Homeowner name (printed)	**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Mohamed Elmenshawy (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

D

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

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[ ] Magdalena Diaz De Leon **[√] Mary Dolbashian**

[√] Linda Egerton **[√] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.58% VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Meredith T Gordan — October 20, 2024 — Kenwood Place Condos, 5301 Westbard Circle, #318, Bethesda, MD 20816

Homeowner name (signature) **Date** **Address and unit number (Printed)**

301-906-5100

Meredith T Gordan — MeredithGordanOrganizing.com

Homeowner name (printed) **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Meredith T Gordan (Full names, printed) do hereby appoint Mark Fine. (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

nominations from WEIGHTED PERCENTAGE OF VOTE 100% VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Richard Baghdassarian — 10-23-2024 — 5301 Westbard Circle Apt. 314

Homeowner name (signature) **Date** **Address and unit number (Printed)**

Richard Baghdassarian — 202-227-9111 — rickbaghdassarian@hotmail.com

Homeowner name (printed) **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Richard Baghdassarian (Full names, printed) do hereby appoint Mark Fine (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[✓] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE _____ VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Suzana Basaric-Ilic 10-25-2024 #308

Homeowner name (signature) **Date** **Address and unit number (Printed)**

Suzana Basaric-Ilic _____

Homeowner name (printed) **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Suzana Basaric-Ilic (Full names, printed) do hereby appoint Mark Fine (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-016, CE1 compiled 11/6/2025 1:36 PM

D

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[X] **Magdalena Diaz De Leon**

[X] **Mary Dolbashian**

[X] **Linda Egerton**

[ ] **Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .77 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

[signature] 10/21/24 5301 Westbard Cir. #302

Homeowner name (signature) **Date** **Address and unit number (Printed)**

Alexandra Agostini 202-4009229 lovemorelaugh more@gmail.com

Homeowner name (printed) **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Alexandra Agostini (Full names, printed) do hereby appoint Mark Fine (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[X] **Magdalena Diaz De Leon** [X] **Mary Dolbashian**

[ ] **Linda Egerton** [X] **Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .81 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	10.22.2024 **Date**	unit 232 **Address and unit number (Printed)**
Lilia RAZLOG **Homeowner name (printed)**	202 352 1441 **telephone number & email address** lili-RAZLOG8YAHOO.COM	

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Lilia RAZLOG (Full names, printed) do hereby appoint Mark Fine (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-976, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[X] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[ ] Linda Egerton **[X] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE _____ VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

[signature]	10-19-2024	5301 Westbard Cir Circle Unit 210, Bethesda MD 20816
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

Cathleen Siunn Bryant S	202.380.5138 Siunn.bryant@outlook.com
Homeowner name (printed)	**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Cathleen Skinner (Full names, printed) do hereby appoint Mark Fine (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[ ] Linda Egerton **[✓] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE _____ VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

[redacted] 10/22/24 5301 Westbard Circle #207

Homeowner name (signature) **Date** **Address and unit number (Printed)**

Bethesda MD 20816

Gabriela Selva-Steiner 301-768-5576 Gselva92@gmail.com

Homeowner name (printed) **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Gabriela Selva-Steiner (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

D

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[X] **Magdalena Diaz De Leon** [ ] **Mary Dolbashian**

[ ] **Linda Egerton** [X] **Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.77 % VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	**Date**	**Address and unit number (Printed)**
	10-15-2024	5301 West Bard Ct. APT. 202

Manuel Tribaren
Homeowner name (printed)

301-943-0149
mtirch@gmail.com
telephone number & email address

Maria Tribaren

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

Maria Tribaren
I/WE Manuel Tribaren (Full names, printed) do hereby appoint Magdalena Diaz-De-Leon (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.38 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

9/28/24

Homeowner name (signature) Date

5301 Westbard Circle
Bethesda, Md 20816
Unit 3

Address and unit number (Printed)

Ziad Idriss MD + Nehmat Idriss

Homeowner name (printed)

(301) 793 2666

telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Ziad + Nehmat Idriss (Full names, printed) do hereby appoint Mary Dolbashian (Full Name), to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-076, CE1, compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.51 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

_____	10/17/2024	5301 Westbard Circle #206
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

Kevin McGrath	202-487-0581/ distartling@gmail.com
Homeowner name (printed)	**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Kevin McGrath (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[x] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.38 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	**Date**	**Address and unit number (Printed)**
	9/29/2024	5301 Westbard Circle #149

Jose Garcia	240-793-5300/ rickgcpt@gmail.com
Homeowner name (printed)	**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Jose Garcia (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

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B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[√] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 42 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

[signature]	10/9/24	5501 Westbard cir Apt 416
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

KRASSIMIR GENOV	202-361-6816 / Krasse gmail.com
Homeowner name (printed)	**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE _____(Full names, printed) do hereby appoint _____(Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1, compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.46 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	Date	Address and unit number (Printed)
	Oct. 10/24	3301 Westbard Circle #236

SLAVICA ILIC
Homeowner name (printed)

SLAVICAILIC@VERIZON.NET 202487-4873
telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE SLAVICA ILIC (Full names, printed) do hereby appoint MARK FINE (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic**... states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.46 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Pamela A Mason — Oct 4, 2024 — 5301 Westhaven Circle #246

Homeowner name (signature) **Date** **Address and unit number (Printed)**

Pamela A Mason
Homeowner name (printed)

Mason.pam13@gmail.com
telephone number & email address
301 467-3212

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Pamela A Mason (Full names, printed) do hereby appoint Mary Dolbashian (Full Name), to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[x] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE *0.58* VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

_____	*10/04/2024*	*5301 Westbard Circle #412*
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

Haribaskar Thangavel
Homeowner name (printed)

240-802-9592/runwith@gmail.com
telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE *Haribaskar Thangavel* (Full names, printed) do hereby appoint *Mary Dolbashian* (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.51 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

[signature]	10/8/2024	5301 Westbard Circle, #139
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

Tony Kwok	516 3768169/ tonyrprop@gmail.com
Homeowner name (printed)	**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Tony Kwok (Full names, printed) do hereby appoint Mark Fine (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

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[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.59 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Charlotte A. Tyler
Homeowner name (signature)

10/4/2024
Date

Charlotte A. Tyler
341
Address and unit number (Printed)

Charlotte A. Tyler
Homeowner name (printed)

Char_Tyler@Yahoo.com
240-483-3520
telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Charlotte A. Tyler (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

C.A.T

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DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.58 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	Date	Address and unit number (Printed)
[signature]	10/11/24	5301 Westbard Cir #150

Jannah Nash
Homeowner name (printed)

240-564-1158 jannahtn95@gmail.com
telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Jannah Nash (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[x] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.58 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Rosalyn Merrell | 9/29/2024 | 5301 Westbard Circle #441

Homeowner name (signature) **Date** **Address and unit number (Printed)**

Rosalyn Merrell | 302-227-8771/ choosits@comcast.net

Homeowner name (printed) **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Rosalyn Merrell (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[ ] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .64 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Mary Dolbashian — **October 10, 2024** — 5301 Westbard Circle #137

Homeowner name (signature) **Date** **Address and unit number (Printed)**

Mary Dolbashian — 301-792-6279

Homeowner name (printed) **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Mary Dolbashian (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all directed proxies issued for the KPC Election to be held on October 28, 2024."

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DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.47 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED ----------

9/28/24

Homeowner name (signature) **Date**

5301 Westbard Circle
Bethesda, Md 20816
Unit (5)

Address and unit number (Printed)

Ziad Idriss + Nehmat Idriss

Homeowner name (printed)

(301) 793 2666

telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Ziad Nehmat Idriss (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.38 VERIFIED BY

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Theresa Nakamura — _____ — 5301 WESTBARD CIR 349, BETHESDA, MD 20816

Homeowner name (signature) **Date** **Address and unit number (Printed)**

THERESA NAKAMURA — 240/559/7219

Homeowner name (printed) **telephone number & email address**

THERESA.NAKAMURA@GMAIL.COM

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE THERESA NAKAMURA (Full names, printed) do hereby appoint MARY DOLBASHIAN (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

6

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[✓] Linda Egerton **[✓] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .64 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	Date	Address and unit number (Printed)
	10/22/24	5301 Westbard cir., Bethesda MD 20816 unit #219

Victoria Astakhova

Homeowner name (printed)

(301)367-0158

vastakhova@yahoo.com

telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE _____(Full names, printed) do hereby appoint Mark Pine (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[✓] Linda Egerton **[✓] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 86 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

John Christmas — **Homeowner name (signature)**

10-1-2024 — **Date**

5703 Westland Circle #204 — **Address and unit number (Printed)**

John Christmas — **Homeowner name (printed)**

321-996-4657 — **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE John Christmas (Full names, printed) do hereby appoint M. FINE (Full Name), to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

This proxy

DIRECTED PROXY

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Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon

[X] Mary Dolbashian

[X] Linda Egerton

[X] Linda Norman

nominations from WEIGHTED PERCENTAGE OF VOTE 0.81 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Janet McGhee — 11/6/2024 — 432 5301 Westbrook Circle

Homeowner name (signature) **Date** **Address and unit number (Printed)**

Janet McGhee

Homeowner name (printed)

301 986 0880 jmcghee480 msn. com

telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Janet McGhee (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

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DIRECTED PROXY

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Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[✓] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.81 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	Date	Address and unit number (Printed)
[signature]	9/28/2024	5301 Westbard Circle 132

Swati Malik
Homeowner name (printed)

410 908 1130 swatimalik78@gmail.com
telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Swati Malik (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

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MUST be in attendance

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[✓] Linda Egerton **[✓] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .81 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

[signature]	10/12/24	unit 240
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

Ty Huynh	267-879-1262
Homeowner name (printed)	**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE _____(Full names, printed) do hereby appoint _____(Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

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[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[✓] Linda Egerton **[✓] Linda Norman**

Notwithstanding

WEIGHTED PERCENTAGE OF VOTE 81 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	**Date** 10/4/24	5301 Westbard Circle Bethesda MD 20816 Apt 245 **Address and unit number (Printed)**
Leslie Baylan Kenn Baylan **Homeowner name (printed)**		203-752-6228 nptracher27@hotmail.com **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Leslie + Kenn Baylan (Full names, printed) do hereby appoint MARK FINE (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[X] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.81 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Leslie George — 10/4/24 — 5301 Westbard Cir #229

Homeowner name (signature) **Date** **Address and unit number (Printed)**

Lgeorge.Miranda@gmail.com

Leslie George — 202-329-7075 NLgeorge

Homeowner name (printed) **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Leslie George (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

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Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

B

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .42 VERIFIED BY _____

to fill each open

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Homeowner name (signature)	10/18/2024 **Date**	431 **Address and unit number (Printed)**
Sean Chyon **Homeowner name (printed)**	240/418-3547 sean.chyon@gmail.co **telephone number & email address**	

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Sean Chyon (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[X] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .58 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

	10/17/24	320
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

XIANG LI	310-409-5473
Homeowner name (printed)	**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Xiang LI (Full names, printed) do hereby appoint MARK TENG (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[X] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.81 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Edith F Wilton — 10/12/2024 — 5301 WESTBARD CIR. BETHESDA #345

Homeowner name (signature) **Date** **Address and unit number (Printed)**

EDITH WILTON

Homeowner name (printed)

301.654-7769 Espawilt@yahoo.com

telephone number & email address

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE EDITH WILTON (Full names, printed) do hereby appoint MARY DOLBASHIAN (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-016, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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Vote for no more than THREE (3) candidates, If you vote for more than THREE (3) candidates, your total vote will be disqualified.

[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[ ] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .42 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Matthew P Warring — 10-17-2024 — 539 Westhard Cir 331

Homeowner name (signature) **Date** **Address and unit number (Printed)**

Matthew P Warring — 202-330-9875 — MattPwarring@hotmail.com

Homeowner name (printed) **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Matthew P Warring (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

B

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

If you choose to vote in the election of members to the Board of Directors, please select your candidate(s) by checking any name(s) below. **§ 11-139.3. Meetings conducted by telephone conference, video conference, or similar electronic...** states: **Nominations from floor at meeting not required** (d) Notwithstanding language contained in the governing documents of the council of unit owners, nominations from the floor at the meeting are not required if at least one candidate has been nominated to fill each open board position.

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[ ] Magdalena Diaz De Leon **[X] Mary Dolbashian**

[X] Linda Egerton **[X] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE .42 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

Matthew Crawn — **Homeowner name (signature)**

10/17/2024 — **Date**

5321 Westwood Circle, Bethesda, MD 20816 Apt 333 — **Address and unit number (Printed)**

Matthew G. Crawn — **Homeowner name (printed)**

707-407-9263 MCrawn@M.A.C.CO. — **telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Matthew G. Crawn (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

DIRECTED PROXY

KENWOOD PLACE CONDOMINIUM

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[ ] Magdalena Diaz De Leon **[✓] Mary Dolbashian**

[✓] Linda Egerton **[✓] Linda Norman**

WEIGHTED PERCENTAGE OF VOTE 0.77 VERIFIED BY _____

---------- TO BE DETACHED HERE AFTER PERCENTAGE VERIFIED----------

miti rahman	10/18/2024	5301 westbard Cir. # 313
Homeowner name (signature)	**Date**	**Address and unit number (Printed)**

Miti Rahman	202-246-0594
Homeowner name (printed)	**telephone number & email address**

DIRECTED PROXY

FILL OUT THIS PORTION IF YOU WILL NOT BE ATTENDING THE MEETING

I/WE Miti Rahman (Full names, printed) do hereby appoint Mary Dolbashian (Full Name) ,to cast my vote in my absence. The person you designated MUST be in attendance at the meeting (election).

Place this form in the envelope marked" PUT DIRECTED PROXY ONLY IN THIS ENVELOPE"

"This proxy hereby revokes and supersedes any and all other directed proxies issued for the KPC Election to be held on October 28, 2024."

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

KENWOOD PLACE CONDOMINIUM

Minutes of Board Meeting (Open)
June 12, 2025

PRESENT

Candace Otto, President
Krassi Genov, Vice President
Yonald Chery, Treasurer
Linda Norman, Secretary
Linda Egerton, Director
Mark Fine, JSI Management Co., General Manager
Will Perna, Thompson Creek Windows

Absent, Mary Dolbashian, Director
Absent, Carlos Gaztambide, Director

Candance Otto Call to Order at 7.03PM.

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

MOTION BY LINDA NORMAN TO APPROVE AGENDA. SECONDED BY CANDACE OTTO, AND APPROVED 5-0 WITH 2 ABSENT VOTERS.

MOTION BY LINDA NORMAN TO APPROVE MARCH 2025 BOARD OPEN AND CLOSED SESSION MEETING MINUTES. SECONDED BY KRASSI GENOV, AND APPROVED 5-0 WITH 2 ABSENT VOTERS.

President's Report.
Legal Services
The Board has elected to obtain legal services of Brian Fellner, who provides legal services to Condominiums, homeowners, associations, and cooperatives throughout Maryland, Virginia, and the District of Columbia. He has represented clients in all aspects of Community Association, governance, management, and dispute resolution. Fellner fees are lower than that Association is currently paying counsel. Will continue to retain Mark Winston for legal services related to Regency.

Regency Crime
Recent Regency Center car break-ins have been of concern to residents. Police report that this issue is similar to other crimes of opportunity in the county. Regency point of contact indicated there will now be security patrolling its garage.

Treasurer's Report.
Would like to update next meeting from Thursday, July 3rd to Wednesday, July 2nd.

SWOT Review.
Analysis of Risks for KPC. Previously addressed Internal Legal Challenges and Board Cohesion issues which may translate into more Legal expenses. Regency Development also remains a risk. Master Insurance Premium has becomes less of a threat which Management will discuss further.

KPC Financial Summary.
May Financials are green (positive) for Monthly Income ($5706) and Total YTD Income ($57K). There are some other spend trends will be discuss further.

Motions.
MOTION BY YONALD CHERY TO RELEASE THE MAY 2025 INCOME, CASH FLOW, BALANCE SHEET, AND BUDGET TRACKING STATEMENTS TO THE COMMUNITY, SECONDED BY CANDACE OTTO, AND APPROVED 5-0 WITH 2 ABSENT VOTERS.

KPC Legal Expenses.
Legal expenses were budgeted at $14K and YTD KPC is well above this at $49K. KPC may consume any savings margins from other budgeted expenses. KPC does not want to continue this 6 month trend. This does not include budgeted reimbursable expenses for Regency related affairs. KPC is currently under for the Regency Budgeted Expenses YTD. Will aim to have legal expense breakdown for the community by June 26 Board Meeting.

Case 2025 016, CE1 compiled 11/6/2025, 1:56 PM

Manager's Report.
HVAC/ Boiler Service Contract. Currently without a contract. Formerly with Calvert Controls which was absorbed by Modern Controls. Have asked Modern Controls for an updated contract but no response yet. KPC has an proposal from AMS for Cooling and Boiler Room controls, plus included in contract is convector maintenance minus filter replacements and hallway piping monitoring. AMS would be for quarterly installments for a total of $31,850.

MOTION BY LINDA EGERTON TO RATIFY DECISION TO ACCEPT AMS CONTRACT AS HVAC AND BOILDER SERVICE TO INCLUDING MONITORING PIPING IN HALLWAYS AND GENERAL CONVECTOR MAINTENANCE. SECONDED BY LINDA NORMAN AND APPROVED 5-0 WITH 2 ABSENT VOTERS.

Association Insurance. Premium Cost negotiated is $268,912 down from $433,954 for 2025-2026. That is roughly a 40% decrease. A lot has been due to repairs like waterproofing, maintenance at KPC and no claims.

MOTION BY LINDA NORMAN TO RATIFY DECISION TO APPROVE THE USI INSURANCE 1 YEAR COVERAGE FOR $268,912 TO BE PAID IN TWO NEGOIATED INSTALLMENTS BY JULY. SECONDED BY LINDA EGERTON. APPROVED 5-0 WITH 2 ABSENT VOTERS.

Delinquency of Association Dues. As of May 31, there were 17 total delinquencies for a total of $7,987.73. There are 12 accounts that have a balance of less than $250. For accounts days delinquent from 0 to 30 days the total owed is $5806.73. For accounts days over 30 days delinquent the total owed is $2181. As of June 12th, we are around $5,000 in delinquencies.

Pool Opening. Will open Friday, June 13th around 10AM. It will be open 7 days a week from 10AM to 8PM. Opening was delayed because several reasons including of complaints made to Montgomery County Health and Human Services (HHS) about the Pool, Pool Fence, and the Pool Shed. Complaint also filled with CCOC. Some of the complaints where remedied by painting the grey pool patches after draining the pool. There is also a rumor that the pool fence cost $75,000 when it cost $65,000. There is an allegation that the pool fence violates Maryland Laws because it is only 5 feet where it's supposed to be 6 feet. County Laws trumps Maryland Laws and Montgomery HHS will have the pool fence grandfathered in. Also, delays due to electrical lines to the pool phone and internet lines for cameras by the building were tampered with.

Parking Spaces by Professional Suites. There were previously spaces for Professional Suites where new park is. Management has requested to have 15 parking spaces reserved for Kenwood Professional Suites use from 7AM to 7PM for Monday to Saturday until parking garage is built to accommodate Patrons of the Professional Suites. Some questions about the hours and use of the parking spaces. Some opposition to the idea of reserved spaces in general.

Case 2026 0[illegible], CE1 Compiled 11/6/2025 1:36 PM

MOTION BY LINDA EGERTON TO APPROVE 15 RESERVED PARKING SPACE FOR COMMERICAL WING PATRONS WITH LIMITED DAYS (MONDAY TO SATURDAY) AND TIME (7AM TO 6PM) RESTRICTIONS UNTIL PARKING GARAGE IS BUILT. SECONDED BY LINDA NORMAN AND APPROVED 5-0 WITH 2 ABSENT VOTERS.

Thompson Creek Window Presentation. Will Perna is a representative from the company. Will Perna will be onsite at KPC on Friday 6/13 and Saturday 6/14. Update to the Living Room Window Design with Side Casements that are 18 inches wide. There will be a 3 part transom window at the top so that it matches existing designs with 5 equal sections and will be about 13 inches high. Each picture center window will be 54 inches wide. All will be white vinyl inside and outside of the window. There are about 4 customers who will have to make the latest updates to their custom window orders for the Living Room Window Design. There are other windows at KPC that are white vinyl that are not in the approved styles. Thompson Creek will do an inventory of windows at KPC. Questions/ concerned addressed about painting white vinyl, and prospect is challenging because of maintenance required. Aluminum windows are not longer being produced so this is no longer an option for KPC. Thompson Creek does offer a financing deal for the windows. Management stated that windows are not the property of the Association but the Unit Owners and debate ensured about the responsibilities on the Unit Owners. Management reiterated that the purpose of the window replacement is to help with energy efficiency.

MOTION BY YONALD CHERY TO APPROVE THE INSTALLATION OF WHITE VINYL WINDOW OPTION FOR KPC WINDOW REPLACEMENT, AS LONG AS THE UNIT COMPLETES AN APPLICATION FOR IMPROVEMENT WITH MANAGEMENT AND THAT WINDOW CONFORM TO EXISTING STANDARDS. SECONDED BY LINDA EGERTON AND APPROVED 5-0 WITH 2 VOTERS ABSENT.

MOTION BY YONALD CHERY TO RATIFY APPROVAL OF THOMPSON CREEK AS AN APPROVED VENDOR FOR WINDOW REPLACEMENT. SECONDED BY LINDA NORMAN AND APPROVED 5-0 WITH 2 VOTERS ABSENT.

MOTION BY LINDA NORMAN TO RATIFY THE APPROVAL OF RETAINING FELLNER LEGAL SERVICES. SECONDED BY LINDA EGERTON AND APPROVED 5-0 WITH 2 ABSENT VOTERS.

Unemployment Claims. There is an unemployment claim that Management has referred to counsel to review to protest interests of the Association.

Verizon Lines. There are some issues with the Verizon Conduit billing for northside Parking lot. There is a dispute over the overall costs of the portion of conduit that is KPC's responsibility.

Committee Reports.
Finance Committee. Delivered by Yonald Chery.

Case 2025-070, CE1, Compiled 1/16/2025, 1:36 PM

- **Secretary.** Finance Committee needs a new secretary.

MOTION BY YONALD CHERY TO PRE-APPROVE CECILA FAUSTINO AS A NEW MEMBER TO THE FINANCE COMMITTEE AND AS SECRETARY. SECONDED BY LINDA NORMAN AND APPROVED 5-0 WITH 2 ABSENT VOTERS.

- **Audit Status.** Are awaiting last audit to be completed before proceeding with future audits. Preparing items for future audit inquiries but much has been on hold.
- **Draft 2026 KPC Budget.** Preparation to start on Budget in coming weeks.
- **Draft KPI Metrics**. In Progress to include Budget Variance.
- **Legal Expense Audit/ Trends.** In Progress, are going to be provided to Board and Association to provide more judicious perspective where cost savings can be possibly taken.

Building and Infrastructure. Delivered by James Tracy.

- **Solar Panel Project.** Question came up during the last meeting about the protections for KPC should Flywheel sell our contract for the solar project. Also question came up if this project also covers vehicle charging stations. Management confirmed that it does not cover charging stations.

Social Committee. Delivered by Magally Popovic.

- Full Report to be delivered at the end of the month.
- **Pool Opening.** FYI Umbrellas have been left open. Balloons will be made available for the Pool opening.
- **4th of July and Coffee Hour.** Preparations were being discussed for the BBQ and coffee hour.

Open Forum.

Linda Egerton. Resident asked about the pool passes for the pool this season and accessibility of the pool entrance. Management: Residents are currently to use Albia Gate Key and sign in at the Pool Table at Entrance. Paper passes are in progress but not currently required. There are 3 entrances including one handicapped entrance by the pool shed.

Patricia Ward. Doesn't under the delinquency on the condo assessments. Why are people not able to update their payments and not paying new assessments for the past 6 months.

Case 2025-076 CE1 compiled 11/6/2025 1:36 PM

Tom Carroccio. Thank you to the current board. He appreciates the transparency and openness in things like bringing in the Thompson Creek Representative.

Mark Fine. Reach out to management and the Board for facts and information about the current state of KPC. There are some other rumors and misrepresentations that can be avoided.

Lindsay Anderson. Clarification on the pool hours, KPC is going to have the pool open 10 to 8 rather than 11 to 9. Mark reiterated that they may try to have the pool open an extra hour to 9PM if possible.

Rade Popovic. Reiterated thank you to the Board for their efforts especially with additional meetings per month.

Candace Otto closed the meeting at 8:43 PM.

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

KENWOOD PLACE CONDOMINIUM

Minutes of Executive Meeting (closed)
June 12, 2025

PRESENT

Candace Otto, President
Krassi Genov, Vice President
Yonald Chery, Treasurer
Linda Norman, Secretary
Linda Egerton, Director
Mark Fine, JSI Management Co., General Manager
Will Perna, Thompson Creek Windows

Absent, Mary Dolbashian, Director
Absent, Carlos Gaztambide, Director

Candance Otto Call to Order at 5.09PM.

Case 2025-076, CE1 compiled 11/6/2025:1:36 PM

Pool Fence
Pool Fence Permitting: Asking County to grandfather in Pool Fence height. Plexi-Glass remains unless damaged.

Thompson Creek Presentation
Questions on whether windows are a common element. Mark clarified window are unit owner property. Section 402 of the By Laws indicated that care and upkeep of all property services are the responsibility of the unit owner. Management responsibilities are to get the application and report to the board.

Will Perna introduced himself as Thompson Creek Representative. Thompson Creek will make white vinyl energy efficient windows to replicate the updated aluminum frame windows of updated KPC windows. There are currently window replacements that do not follow the styles of the original windows. Thompson Creek is providing a 40% discount to the Association. Thompson Creek is willing to mimic the transoms and mullions of the old windows or whatever the Association requires. Discussion over the size of the center window and transom alignment. Board members agreed that the center windows (Living Room) should be flanked by casement windows and should have the same transom 3 panel style as the aluminum windows. Casement window should be narrowed to match updated style so center window is larger. Measurements will be updated.

MOTION BY LINDA NORMAN TO ALLOW THOMPSON CREEK WINDOWS TO MOVE FORWARD WITH COMMUNITY WINDOW UPDATES IN THE STYLE APPROVED THAT MATCH THE UDPATED ALUMINUM WINDOWS WITH NARROWER CASEMENT SIDE 18 INCH WINDOWS AND NARROWER TRANSOM WITH 3 MULLIONS IN CENTER TRANSOM. SECONDED BY LINDA EGERTON, AND APPROVED 5-0 WITH 2 ABSENT VOTERS.

MOTION BY YONALD CHERY TO ALLOW UNIT 147 WINDOWS TO BE GRANDFATHERED SUBJECT TO THE CHANGES TO MATCH THE BOARD APPROVED TRANSOM CHANGES. SECONDED BY LINDA NORMAN. AND APPROVED 5-0 WITH 2 ABSENT VOTERS.

CCOC COMPLAINT WITH UNIT 221. Unit was sold June 2 and title was provided by Paragon Title that deed of trust was transferred to new owner. Request that counsel, Mark Winston, send an urgent request to the CCOC on June 13, 2025 to dismiss the case as there is an order by the CCOC Panel Chair that there is resolution by June 16th.

AMS Contract Proposal. Vote required for this particular contract for $31,850 with quarterly payments of $7962. Proposal includes work on convectors and Unit Owners will be billed for parts or additional support. Contract includes 24/7 support and management of air handlers and heating for the master unit. Contract also will monitor pipes in common areas. There is currently no support contracts in place at KPC. Calvert Control is now Modern Controls. Prior Calvert Control contract proposal was for $21,000 to provide management of air handlers and heating for master unit. Quality Air would

Case 2025-000... Doc. CE1 Compiled 11/6/2025 1:36 PM

provide convector support to supplement Calvert Control but would at minimum charge $100 per visit. Filter changes would not be taken over by AMS contract but stay as part of in-house KPC maintenance.

MOTION BY YONALD CHERY TO APPROVE AMS CONTRACT AS HVAC AND BOILDER SERVICE TO INCLUDING MONITORING PIPING IN HALLWAYS AND GENERAL CONVECTOR MAINTENANCE. SECONDED BY CANDACE OTTO, AND APPROVED 5-0 WITH 2 ABSENT VOTERS.

USI Insurance. Deadline to sign insurance coverage with USI is coming up. Cost negotiated is $268,912 down from $433,954. This does not include Terrorism provisions which is $29K to 36K additionally.

MOTION BY LINDA EGERTON TO APPROVE THE USI INSURANCE 1 YEAR COVERAGE FOR $268,912 TO BE PAID IN TWO NEGOIATED INSTALLMENTS BY JULY. SECONDED BY LINDA NORMAN. APPROVED 5-0 WITH 2 ABSENT VOTERS.

Fellner Legal Services Group. Approached to help with Association matters at $370 per hour and retainer at $350 to include unlimited calls and 1 meeting with Board per month. Experienced with condominium affairs as opposed to current attorney Mark Winston. Unemployment complaint to be managed by Fellner Group.

MOTION BY YONALD CHERY TO RATIFY RETAINING FELLNER GROUP TO ASSIST WITH UNEMPLOYMENT AND CCOC COMPLIANTS WHILE OTHER COUNSEL. SECONDED BY LINDA EGERTON. APPROVED 5-0 WITH 2 ABSENT VOTERS.

Regency. Need to respond to a letter from Regency about legal matters ASAP. There has been poor documentation and recordation of agreements with some lapses in communication between KPC Boards historically.
Five Primary Issues with Regency:

1. Verizon Line Relocation – Conflict over $51,000 Bill for Verizon FIOS Conduit
2. Sewer Drainage Pipe easement and Springfield Park
3. North Entrance Gate & Access Easements
4. Through -Block Pedestrian Gate
5. Channelized Drainage Pipes (Mark acknowledges this item will be completed this week).

MOTION BY YONALD CHERRY TO ALLOW MARK AND CANDACE TO DRAFT AN ACKNOWLEDGEMENT REPSONSE LETTER TO REGENCY TO SEND TO COUNSEL AS QUICKLY AS POSSIBLE AND COPY BOARD EXECUTIVES ON DRAFT. SECONDED BY KRASSI GENOV. APPROVED 5-0 WITH 2 ABSENT VOTERS.

Case 2025-07h CE1 compiled 11/6/2025 1:36 PM

Discussion on Counsel Agreements with Mark Winston. There is a lack of responsiveness. Mark Fine will contact Mark Winston on 6/13 about next steps for addressing Regency.

Solar Project on Roof. Contracts need to be signed by Candace Otto and Linda Norman to proceed with funds and work on roofing project. Linda and Candace agreed to be in the office on 6/13 to sign the contracts.

CCOC Complaint. Pool Fence and Shed complaints were launched by Mary Dolbashian to Montgomery Couty Health and Human Services (HHS) and Department of Permitting Services (DPS). HHS will grandfather in pool height at 5 ft. Will get that in writing from HHS on Monday 6/16. DPS only want an application to get a permit with architectural drawings. College Park Paving will provide the information to DPS. DPS will sign off as soon as they get the application and inspect the shed. These items are in the CCOC compliant and need to be addressed along with patches to the pool surface.

Discussion on how Unemployment matters with Rigo were handled and implications on legal reporting on State's Attorney for fraud.

MOTION BY LINDA EGERTON TO AUTHORIZE FELLNER LEGAL SERVICES GROUP PURSUE A CASE WITH THE STATE'S ATTORNEY OFFICE FOR UNEMPLOYMENT ISSUE AND SEPARATLY AUTHORIZE FELLNER GROUP TO REQUEST A CEASE-AND-DESIST COURT ORDER AGAINST MARY DOLBASHIAN. SECONDED BY LINDA NORMAN. APPROVED 5-0 WITH 2 ABSENT VOTERS.

Parking Spaces by Professional Suites. There were 30 spaces to be designated for Professional Suites in the new garage. Kenwood Pediatrics requested to have 15 parking spaces reserved for Kenwood Professional Suites use from 7AM to 7PM until parking garage is built. Discussion around authority of allowing this ensued. Further discussion will be brought up in Open Board Meeting for Associate to weigh in.

ADJOURNMENT

Closed the meeting at 5:55 PM.

Case 2025-076, CE1 copy filed 11/6/2025 1:36 PM

Kenwood Place Condominium
5301 Westbard Circle
Bethesda, Maryland 20816

June 30, 2025

Ms. Mary Dolbashian
5301 Westbard Circle
Unit 137
Bethesda, Maryland 20816

Re: Dispute Resolution Hearing,

Dear Ms. Dolbashian,

This letter is in reference to your email of June 24, 2025 regarding your formal complaint submitted following the Kenwood Place Condominium (KPC) internal dispute resolution process required under the Kenwood Place Condominium governing documents and the Montgomery County Commission on Common Ownership Communities (CCOC) guidance.

In your email, you address the following (4) four issues:

1. Board conduct of Association business without properly convened meetings (including via email exchanges with a quorum);
2. Evidence of proxy irregularities affecting the October 2024 Board election;
3. Ongoing negligent maintenance of building infrastructure, specifically persistent pipe banging in my unit; and
4. The Board's unauthorized decision to reserve 15 common element parking spaces for the commercial wing without community notice or vote.

Case 2025 076, CE1 compiled 11/6/2025 1:36 PM

The Board of Directors will be convening a Dispute Resolution hearing on Thursday, July 10, 2025. This hearing will commence at 5 p.m. and you will be given (1) hour to address your concerns.

The Board will then deliberate and respond to your concerns in writing within (10) ten business days after the conclusion of the hearing.

Cordially,

Mark S Fine
General Manager KPC
Executive JSIManagement, LLC.

Enclosure

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Mary <hairmary@gmail.com> 6/25/2025 12:16 PM

Re: Submission of Formal Complaint to the Kenwood Place Condominium Board of Directors

To mark <mark@jsimanagement.co> Copy candace <candace@kenwood-place.com> • mary dolbashian <mary@kenwood-place.com>

Dear Mr. Fine and Members of the Board,

Thank you for your message regarding the handling of my formal complaint. I am writing to respectfully object to any suggestion that a hearing is the next step in this process.

Per Section 030 of the Kenwood Place Rules & Regulations (effective April 1, 2024), the Board is required to issue a written response to a unit owner's complaint. The hearing process may only be triggered at the request of the unit owner if they are dissatisfied with the Board's response:

> "If the unit owner is not satisfied with the Board's response, the unit owner may request a hearing before the Board."

There is no provision that authorizes the Board or management to initiate a hearing on the owner's behalf. Accordingly, any reference to a hearing date or planning is premature and procedurally improper.

I therefore respectfully request that the Board comply with its obligations under Section 030 by providing a timely written response to my complaint. Once that step is complete, I will evaluate the response and determine whether a hearing is warranted.

Thank you for your attention to this matter.

Sincerely,

Mary Dolbashian 137

On Wed, Jun 25, 2025 at 10:15 AM mark <mark@jsimanagement.co> wrote:

> On behalf of The BOD, JSI Management, ,LLC acknowledges receipt of your complaint dated June 24, 2025, and will have a Dispute Resolution Hearing scheduled in accordance with the procedures outlined in the Rules and Regulations of Kenwood Place Condominium dated September 1, 2024, and the Maryland Condominium Act §11-113 (effective October 1, 2022).
>
> Thanks
>
> > On 06/24/2025 8:16 PM EDT Mary <hairmary@gmail.com> wrote:
> >
> > Dear Members of the Board,
> >
> > I attached my formal complaint, which I submitted following the Kenwood Place Condominium internal dispute resolution process required under our governing documents and the Montgomery County Commission on Common Ownership Communities (CCOC) guidance.
> >
> > This complaint addresses four serious governance and operational issues:
> >
> > 1. Board conduct of Association business without properly convened meetings (including via email exchanges with a quorum);
> > 2. Evidence of proxy irregularities affecting the October 2024 Board election;

Case 2025 0026, CE1 compiled 11/6/2025 1:56 PM

3. Ongoing negligent maintenance of building infrastructure, specifically persistent pipe banging in my unit; and
4. The Board's unauthorized decision to reserve 15 common element parking spaces for the commercial wing without community notice or vote.

Each of these issues reflects ongoing patterns of decision-making without transparency, disregard for legal process, and actions that materially impact the rights of unit owners. I respectfully request that the Board acknowledge receipt of this complaint and proceed in accordance with the Association's dispute resolution process.

Respectfully submitted,

Mary Dolbashian
Unit Owner, Kenwood Place Condominium

Thanks

Mark

Mark Fine,
Executive
JSI Management, LLC
Agent for Kenwood Place Condominium (KPC)
P.O. Box 20715
Silver Spring, MD 20914
301.384.1944 (O)
240.216.0753 (C)

On site
5301 Westbard Circle
Suite 147 (Entrance at building Exit 4)
Bethesda, MD 20816

Kenwood Office 301.654.4512

NOTICE:
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June 24, 2025

To the Board of Directors

Kenwood Place Condominium Association

Subject: Formal Complaint Regarding Governance Violations, Proxy Irregularities, Negligent Maintenance, and Improper Parking Allocation

Under the Kenwood Place Condominium Association's internal dispute resolution procedures, and following guidance provided by the Montgomery County Commission on Common Ownership Communities (CCOC), I respectfully submit this formal complaint regarding the following four serious concerns:

1. Board Holds Informal Meetings to Conduct or Discuss Association Business Without Proper Notice or Procedure – Including via Email Exchanges Involving a Quorum

The Board of Directors has repeatedly conducted Association business through email exchanges involving a quorum of Board members. Under Maryland law, when a quorum of board members communicates electronically or otherwise to discuss Association business, it constitutes a meeting. According to the Maryland Condominium Act (Real Property Code §11–109.1):

> "A meeting of the board of directors or other governing body of the council of unit owners shall be open to all members of the council of unit owners."

Further, the Maryland Condominium Act §11–109(c)(8) requires that notice of any meeting (including closed sessions) be provided to all unit owners at least 10 days in advance. In addition, §11–109(e) limits the types of actions the Board may take without a meeting, and only allows such actions to be valid if they are unanimous. In practice, Board members have regularly exchanged votes or conducted decision-making outside of meetings, excluding certain members—including myself—from deliberations.

These undisclosed email exchanges and off-the-record deliberations violate both the letter and the spirit of Maryland Condominium law. They have resulted in material decisions being made without transparency, notice to the community, or proper procedural safeguards. Such actions undermine trust, erode accountability, and infringe upon the legal rights of unit owners.

2. Proxy Irregularities in October 2024 Board Election

As part of my post-election document review, I discovered that more than one proxy submitted during the October 28, 2024, Board election appears to have been altered after submission. One specific example—unit owner Hari Thangavel confirmed that the proxy he submitted did not

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least 66 2/3 percent of the votes in the council of unit owners…"

The Board's action bypassed the community entirely—there was no prior notice, discussion, or vote. Moreover, the parking easement granted to the commercial wing within the adjacent Regency Development does not authorize the Board to reassign those rights to the Kenwood Place residential lot, which is part of the common elements.

This vote further highlights a pattern of unilateral decision-making that disregards KPC governing documents and the rights of residential owners.

Final Remarks

These concerns—board action without lawful meetings, election proxy irregularities, unaddressed maintenance, and improper parking allocation—demonstrate systemic failures that must be addressed. I submit this complaint using the proper Kenwood Place Condominium internal dispute resolution procedure as directed by the CCOC.

Please confirm receipt of this complaint. I welcome a fair, prompt, and lawful resolution process.

Sincerely,

Mary Dolbashian

Unit Owner, Kenwood Place Condominium Association

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F. DISPUTE SETTLEMENT MECHANISM

The KPC Dispute Settlement Mechanism and the related policy clarifications broken out into the following subsections:

- Application
- Procedure Prior to Imposition of Sanction for Violation
- Liability for Damages; Injunction
- Effect of Failure to Enforce Provisions

Application

Unless the declaration or bylaws state otherwise, the dispute settlement mechanism provided hereon is applicable to complaints or demands formally arising on or after January 1, 1982, at K.PC. This is pursuant to the State of Maryland Annotated Code 11-113.

Procedure Prior to Imposition of Sanction for Violation

The council of unit owners or BOD may not impose a fine, suspend voting, or infringe upon any other rights of a unit owner or other occupant for violation of rules until the following procedure is followed:

Written demand to cease and desist from an alleged violation is served upon the alleged violator specifying:

- The alleged violation.
- The action required to abate the violation; and
- A time period, not less than (10) days during which the violation may be abated without further sanction, if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

Within 12 months of the demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is violated subsequently, the BOD serves the alleged violator with written notice of a hearing to be held by the board in session. The notice shall contain:

- The nature of the alleged violation.
- The time and place of the hearing, which time may be not less than IO days from the giving of the notice.
- An invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and
- The proposed sanction to be imposed.

A hearing occurs at which alleged violator has the right to present evidence and present and cross-examine witnesses. The hearing shall be in executive session pursuant to this notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. This proof shall be deemed adequate if the officer or director who delivered the notice enters a copy of the notice, together with a

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statement of the date and manner of delivery. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any imposed.

A decision pursuant to these procedures shall be appealable to the Montgomery County Commission on Common Ownership Commission or The Circuit Court of Maryland.

LIABILITY FOR DAMAGES; INJUNCTION

If any unit owner fails to comply with this title, the declaration, or bylaws or a decision rendered pursuant to this section, the unit owner may be sued for damages caused by the failure or for injunctive relief, or both, by the council of unit owners or by any other unit owner. The prevailing party in any such proceeding is entitled to an award for counsel fees as determined by court.

EFFECT OF FAILURE TO ENFORCE PROVISIONS

TI1e failure of the council of unit owners to enforce a provision of this title, the declaration or bylaws on any occasion is not a waiver of the right to enforce the provision on any other occasion.

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KENWOOD PLACE CONDOMINIUM
RULES AND REGULATIONS

Effective: October 1, 2022

MD Code, Real Property, § 11-113

§ 11-113. Dispute settlement mechanisms.

Currentness

In general

(a) Unless the declaration or bylaws state otherwise, the dispute settlement mechanism provided by this section is applicable to complaints or demands formally arising on or after October 1, 2022.

Procedures required before imposition of fine or infringement of rights.

(b)(1) The council of unit owners or board of directors may not impose a fine, suspend voting, or infringe upon any other rights of a unit owner or other occupant for violations of rules until the procedures in this subsection are followed.

(2) A written demand to cease and desist from an alleged violation shall be provided to the alleged violator specifying:

(i) The alleged violation.

(ii) The action required to abate the violation; and

(iii) A time period, not less than 15 days, during which the violation may be abated without further sanction, if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and opportunity for hearing if the violation is not continuing.

(3) Within 12 months of the demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is violated subsequently, the board shall provide the alleged violator, at the alleged violator's address of record, with a written notice of the alleged violator's right to request a hearing to be held by the board in executive session containing:

(i) The nature of the alleged violation.

(ii) The procedures for requesting a hearing at which the alleged violator may produce any statement, evidence, or witnesses on behalf of the alleged violator.

(iii) The period of time for requesting a hearing, which may not be less than 10 days from the giving of the notice; and

(iv) The proposed sanction to be imposed.

(4)(i) If the alleged violator requests a hearing within the period of time specified in the notice provided under paragraph (3) of this subsection, the board shall provide the alleged violator with written notice of the time and place of the hearing, which time may not be less than 10 days after the date the request for a hearing was provided.

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(ii) 1. At the hearing, the alleged violator has the right to present evidence and present and cross-examine witnesses.

2. The hearing shall be held in executive session pursuant to this notice and shall afford the alleged violator a reasonable opportunity to be heard.

3. A. Prior to the taking effect of any sanction hereunder, proof of notice shall be entered in the minutes of the meeting.

B. The proof of notice shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of providing the notice, is entered in the minutes by the officer or director who provided the notice.

C. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting.

4. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(5) If the alleged violator does not request a hearing within the period of time specified in the notice provided under paragraph (3) of this subsection, the board, at the next meeting, shall deliberate as to whether the violation occurred and decide whether a sanction is appropriate for the violation.

(6) A decision in accordance with these procedures shall be appealable to the courts of Maryland.

Failure of unit owners to comply with title, declarations, bylaws, or decisions

(c)(1) If any unit owner fails to comply with this title, the declaration, or bylaws, or a decision rendered in accordance with this section, the unit owner may be sued for damages caused by the failure or for injunctive relief, or both, by the council of unit owners or by any other unit owner.

(2) The prevailing party in any proceeding under this subsection is entitled to an award for counsel fees as determined by court.

Enforcement of title, declaration, or bylaws

(d) The failure of the council of unit owners to enforce a provision of this title, the declaration, or bylaws on any occasion is not a waiver of the right to enforce the provision on any other occasion.

Credits

Added by Acts 1981, c. 246, § 1, eff. July 1, 1981. Amended by Acts 1982, c. 836, § 3; Acts 1985, c. 553; Acts 2022, c. 282, § 1, eff. Oct. 1, 2022.
MD Code, Real Property, § 11-113, MD REAL PROP § 11-113
Current legislation effective through July 1, 2024, from the 2024 Regular Session of the General Assembly. Some statute sections may be more current, see credits for details.

A. COMPLAINT/ INQUIRY PROCEDURES:

The Kenwood Place Condominium (KPC), Board of Directors (BOD) pursuant to its authority set forth in the Bylaws, hereby adopts the following policy resolution regarding unit owners and resident complaints:

- In the event any unit owner, resident or occupant of a unit residing in KPC has any complaint or inquiry regarding any act or failure to act on the part of (i) any other owner, resident or guest, or (ii) the BOD or any member thereof, or (iii) any

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KENWOOD PLACE CONDOMINIUM
RULES AND REGULATIONS

Effective: October 1, 2022

MD Code, Real Property, § 11-113

§ 11-113. Dispute settlement mechanisms.

Currentness

In general

(a) Unless the declaration or bylaws state otherwise, the dispute settlement mechanism provided by this section is applicable to complaints or demands formally arising on or after October 1, 2022.

Procedures required before imposition of fine or infringement of rights.

(b)(1) The council of unit owners or board of directors may not impose a fine, suspend voting, or infringe upon any other rights of a unit owner or other occupant for violations of rules until the procedures in this subsection are followed.

(2) A written demand to cease and desist from an alleged violation shall be provided to the alleged violator specifying:

(i) The alleged violation.

(ii) The action required to abate the violation; and

(iii) A time period, not less than 15 days, during which the violation may be abated without further sanction, if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and opportunity for hearing if the violation is not continuing.

(3) Within 12 months of the demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is violated subsequently, the board shall provide the alleged violator, at the alleged violator's address of record, with a written notice of the alleged violator's right to request a hearing to be held by the board in executive session containing:

(i) The nature of the alleged violation.

(ii) The procedures for requesting a hearing at which the alleged violator may produce any statement, evidence, or witnesses on behalf of the alleged violator.

(iii) The period of time for requesting a hearing, which may not be less than 10 days from the giving of the notice; and

(iv) The proposed sanction to be imposed.

(4)(i) If the alleged violator requests a hearing within the period of time specified in the notice provided under paragraph (3) of this subsection, the board shall provide the alleged violator with written notice of the time and place of the hearing, which time may not be less than 10 days after the date the request for a hearing was provided.

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committee or member thereof, or (iv) any officer of the Association, which act or failure to act allegedly was not in compliance with the Declaration, Bylaws, Rules and Regulations, Maryland or Montgomery County law or any resolution or decision of the BOD or any Committee, such complaint or inquiry must be provided, in writing, to the BOD or the management agent. The complaint or inquiry must indicate the name of the complaining party and which unit such person owns or is occupying.

- The BOD, or the management agent, shall have thirty (30) days to respond in writing to the complaint or inquiry, which response shall indicate what action if any, the BOD intends to take with respect to the inquiry or complaint. In the case of an emergency involving the imminent threat to the health or safety of any person or property the BOD response must be as immediate as reasonably possible.

- Within SEVEN (7) DAYS OF RECEIVING THE BOD RESPONSE, the party. submitting the complaint/inquiry or the BOD shall request an informal hearing to discuss the subject matter of the complaint or inquiry which hearing shall then be scheduled within FIFTEEN (15) days of the date of such request or as soon thereafter as reasonably possible if the hearing cannot be held within FIFTEEN (15) days. If the subject matter is of a nature which may be discussed at a closed meeting of the BOD under applicable law, the BOD may elect to hold a closed executive meeting, excluding all owners and their representatives, including the complaining or inquiring party. Within FIFTEEN (15) days of the hearing the BOD shall provide the complaining or inquiring party with final notice of BOD decision or position with respect to the subject matter discussed.

This complaint or inquiry procedure shall be part of the dispute resolution administrative procedures of KPC and must be utilized prior to' the filing of any dispute with the Montgomery County Commission on Common Ownership Communities.

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BEFORE THE
COMMISSION ON COMMON OWNERSHIP COMMUNITIES
MONTGOMERY COUNTY, MARYLAND

MARY DOLBASHIAN	)	
	)	
Complainant,	)	
	)	
v.	)	**Case No.: 2025-076**
	)	
COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM	)	
	)	
Respondent.	)	

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ORDER DENYING MOTION TO LIFT STAY

This matter comes before a lift stay panel of the Commission on Common Ownership Communities (the "Commission") pursuant to a motion filed under Section 10B-9A of the Montgomery County Code to lift the automatic stay mandated by Section 10B-9(e) of the Code.

Upon consideration of Respondent's Motion to Lift Stay ("Motion") and any opposition thereto, it is, this 9th day of September, 2025, by the Commission on Common Ownership Communities, hereby:

ORDERED, that Respondent's Motion is **DENIED**; and it is further

ORDERED, that the Respondent may continue conducting meetings in the normal course of business, excluding discussions or actions related to the subject matter of the complaint.

Commissioners Maureen Freeman and Stephen Kraskin concur with this order.

/s/ Mashawn Hall
Mashawn Hall, Panel Chair
Lift Stay Panel

Montgomery County, Maryland

Commission on Common Ownership Communities

LIMITED SETTLEMENT AGREEMENT AND LIMITED MUTUAL RELEASE

Between

Mary Dolbashian, Complainant

And

Kenwood Place Condominium, Respondent

Case 2025-0276, CE1 compiled 11/6/2025 1:36 PM

WHEREAS, the Parties are in dispute before the Commission on Common Ownership Communities (CCOC) for Montgomery County, Maryland, involving CCOC Case No. 2025-276, revision filed on or about August 12, 2025;

WHEREAS, the Parties, after full and complete negotiation and mediation facilitated by Kimberly Pennamon on October 6, 2025, have voluntarily decided to settle the allegation of negligent maintenance, one of the seven or so matters raised in the Complaint, on or before the date of execution of this Agreement;

WHEREAS, the Parties, after full and complete negotiation and mediation facilitated by Kimberly Pennamon on October 6, 2025, discussed a procedural decision to respond to the allegations involving the proxies and ballots, also one of the seven or so matters raised in the Complaint, on or before the date of execution of this Agreement. The procedural decision was mutually discussed by the parties and decided not to be construed as an "Agreement" or a "settled," matter of the Complaint.

WHEREAS, the Parties engaged in this mediation, in good faith, to resolve any alleged dispute, and the Parties reaching a limited settlement agreement and procedural decision is not to be construed as an admission of liability or wrongdoing on the part of the Parties;

NOW THEREFORE, the Parties enter into the following Agreement for the limited mutually convenient settlement of the dispute only surrounding negligent maintenance, as follows:

A. Within 30 days of October 10, 2025, a certified plumber for the Respondent, Kenwood Place Condominium, will inspect the plumbing and/or pipes associated with the noises caused in and/or around the Unit (#137) of the Complainant, Mary Dolbashian, at a time mutually arranged by the Complainant, Mary Dolbashian, and the respective certified plumber for the Respondent, Kenwood Place Condominium.

NOW THEREFORE, the Parties summarized the discussion of the procedural decision surrounding the proxies and ballots, as follows:

A. Within 14 days from October 10, 2025, Brian R. Fellner, Counsel for Kenwood Place Condominium, will notify the Commission on Common Ownership Communities (CCOC) by electronic mail ("email") about the status or circumstances surrounding the proxies and ballots matter raised by the Complainant, Mary Dolbashian, and will furnish a copy of the guidance provided by the CCOC regarding said matter. The Complainant, Mary Dolbashian, will be included as a "cc" in that electronic mail ("email) to the CCOC about the status and circumstances surrounding the proxies and ballots matter raised in the Complaint.

Be it resolved that the Parties also agree to the following but **ONLY as they relate to the negligent maintenance matter**, and **do not apply to the remaining matters or items** raised in the Complaint:

LIMITED MUTUAL RELEASE OF CLAIMS. In consideration of their faithful performance of the terms of this Agreement, the Parties, for themselves, their successors, assigns, officers, directors, executives, managers, employees, Board members, agents, attorneys, divisions, subsidiary entities, affiliates, and subcontractors at any tier, do hereby relinquish, waive, release, acquit and forever discharge each other of and from any and all claims, disputes, actions, charges, obligations, complaints, causes of action, rights, demands, debts, damages or accountings of whatever nature, at law or in equity, known or unknown, asserted or not asserted, based on any actions or events which occurred prior to the date of this Agreement that arise out of the aforesaid dispute surrounding the negligent maintenance matter.

BINDING EFFECT. This Agreement shall be binding upon the Parties' respective heirs, successors, assigns, and personal representatives surrounding the negligent maintenance matter in the Complaint. Each party has been apprised of its rights regarding the settlement and enters into the settlement freely and voluntarily.

PROMISE TO PAY. In full settlement of the negligent maintenance matter or Controversies, any payments made as a result of this Agreement must be made within 30 days of signature. Should such payment not be issued by said date, simple interest on such amount shall accrue. The Parties understand and agree that payment is in full satisfaction and consideration for only the mutually agreed upon claims, interest, and disputes arising on or before the date of execution of this Agreement. In the event one of the Parties is required to enforce the terms of this Agreement the prevailing party shall be entitled to reasonable attorneys' fees and costs.

NO SEVERABILITY. If any portion of this limited mutual Agreement surrounding the negligent maintenance matter is held invalid or unenforceable, all remaining portions will not remain valid and enforceable.

NEGOTIATED TRANSACTION. Each of the Parties has participated in the drafting and negotiating of this limited mutual Agreement regarding the negligent maintenance matter and

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procedural decision surrounding the proxies and ballots; accordingly, for all purposes, this limited mutual Agreement shall be deemed to have been jointly drafted by the Parties.

REPRESENTATION OF AUTHORITY. Each person signing this limited mutual Agreement and procedural decision hereby represents and warrants that he or she has the authority to bind the entity on behalf of which he or she has signed.

ENFORCEMENT. In addition to any other penalty allowed by law, failure to adhere to any provision of this limited settlement Agreement and procedural decision is a Class A violation. Any failure by the Director of the Department of Housing and Community Affairs to enforce any provision of this limited mutual Agreement and procedural decision does not waive any private right of action against the violating party.

AGREED BY:

Complainant

Mary Dolbashian — October 14, 2025

Mary Dolbashian
Unit Owner / Director
Kenwood Place Condominium

Date

Respondent (Kenwood Place Condominium)

Name and Position

Date

Signature

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Montgomery County, Maryland

Commission on Common Ownership Communities

LIMITED SETTLEMENT AGREEMENT AND LIMITED MUTUAL RELEASE

Between

Mary Dolbashian, Complainant

And

Kenwood Place Condominium, Respondent

WHEREAS, the Parties are in dispute before the Commission on Common Ownership Communities (CCOC) for Montgomery County, Maryland, involving CCOC Case No. 2025-276, revision filed on or about August 12, 2025;

WHEREAS, the Parties, after full and complete negotiation and mediation facilitated by Kimberly Pennamon on October 6, 2025, have voluntarily decided to settle the allegation of negligent maintenance, one of the seven or so matters raised in the Complaint, on or before the date of execution of this Agreement;

WHEREAS, the Parties, after full and complete negotiation and mediation facilitated by Kimberly Pennamon on October 6, 2025, discussed a procedural decision to respond to the allegations involving the proxies and ballots, also one of the seven or so matters raised in the Complaint, on or before the date of execution of this Agreement. The procedural decision was mutually discussed by the parties and decided not to be construed as an "Agreement" or a "settled," matter of the Complaint.

WHEREAS, the Parties engaged in this mediation, in good faith, to resolve any alleged dispute, and the Parties reaching a limited settlement agreement and procedural decision is not to be construed as an admission of liability or wrongdoing on the part of the Parties;

NOW THEREFORE, the Parties enter into the following Agreement for the limited mutually convenient settlement of the dispute only surrounding negligent maintenance, as follows:

A. Within 30 days of October 10, 2025, a certified plumber for the Respondent, Kenwood Place Condominium, will inspect the plumbing and/or pipes associated with the noises caused in and/or around the Unit (#137) of the Complainant, Mary Dolbashian, at a time mutually arranged by the Complainant, Mary Dolbashian, and the respective certified plumber for the Respondent, Kenwood Place Condominium.

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procedural decision surrounding the proxies and ballots; accordingly, for all purposes, this limited mutual Agreement shall be deemed to have been jointly drafted by the Parties.

REPRESENTATION OF AUTHORITY. Each person signing this limited mutual Agreement and procedural decision hereby represents and warrants that he or she has the authority to bind the entity on behalf of which he or she has signed.

ENFORCEMENT. In addition to any other penalty allowed by law, failure to adhere to any provision of this limited settlement Agreement and procedural decision is a Class A violation. Any failure by the Director of the Department of Housing and Community Affairs to enforce any provision of this limited mutual Agreement and procedural decision does not waive any private right of action against the violating party.

AGREED BY:

Complainant

Mary Dolbashian
Unit Owner / Director
Kenwood Place Condominium

Date

Respondent (Kenwood Place Condominium)

Candace Otto, President
Name and Position

10/14/2025
Date

Candace Otto
Signature

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DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Commission on Common Ownership Communities
1401 Rockville Pike, 4th Floor
Rockville, Maryland 20852

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August 13, 2025

The Council of Unit Owners of
Kenwood Place Condominium
c/o Candace Otto, Board President
5301 Westbard Circle, Unit 100
Bethesda, Maryland 20816

Re: Case No.: 2025-076, Mary Dolbashian v. The Council of Unit Owners of Kenwood Place Condominium

Dear Board of Directors:

This is to inform you that Mary Dolbashian ("Complainant") has filed a complaint against The Council of Unit Owners of Kenwood Place Condominium ("Respondent") for failure to do the following: (1) properly conduct meetings; (2) properly conduct the October 2024 election; (3) properly maintain or repair a common element if the failure results in significant personal injury or property damage; (4) give adequate notice of a meeting or other action; and (5) comply with Article XIII, Section 2(b) of the Bylaws when Respondent voted to reserve 15 parking spaces in the parking lot for the exclusive use of commercial unit owners and tenants.

Enclosed is a copy of the original complaint form submitted to this office. You should keep it for your records. I also enclose a copy of the Commission's Dispute Resolution Procedures as well. Please read these carefully and be sure that you follow them throughout the process.

I request a written response indicating your position on the issues raised in this complaint, together with copies of the documents relevant to your position. Please send your written response to this office within thirty (30) days of service of this notice. **The Commission can commence default proceedings against you without your evidence if you do not answer this complaint.**

Please also send me a copy of the most recent annual notice you sent to your members advising them about the CCOC and its services. This notice is required by law. Also, send a clean copy of your governing documents.

Be advised that Chapter 10B-9(e) of the Montgomery County Code, 1994, as amended, states:

10B-9. Filing of disputes; exhaustion of association remedies.

(e) When a dispute is filed with the Commission, a community association must not take any action to enforce or implement the association's decision, except filing a civil action under

subsection (f), until the process under this Article is completed.

Each party to this complaint must participate, either in person or through its legal representative, in any mediation conference scheduled through the Department of Housing and Community Affairs after the Staff completes its review of the complaint and any response submitted by the other party. The Department has scheduled mediation via Zoom for October 6, 2025, at 6:30 PM. The Zoom access instructions will follow in due course. If you cannot participate in mediation on this date, please inform the undersigned within ten (10) days of service of this notice.

Each complaint, response, or other document filed with the Staff by a party to this complaint must indicate the date that a copy of the document, along with any attachments, was mailed to the other party.

Finally, all communications between the Commission's staff and a party will be shared with the other party to the dispute. The Staff will not accept "private" or "confidential" communications. We recommend that all communications on this dispute be in writing or by email to avoid misunderstandings.

We appreciate your prompt attention to this complaint and assistance in resolving it.

Sincerely,

___/s/ Ife Fabayo___
Ifẹ Fabayo
Commission Staff
Ifeoluwapo.Fabayo@montgomerycountymd.gov

Enclosures: Complaint, Chapter 10B, Regulation 10B.06, What is Mediation?

cc: Mary Dolbashian (first-class mail, without Complaint)

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SENT BY CERTIFIED AND FIRST-CLASS MAIL

BEFORE THE MONTGOMERY COUNTY
COMMISSION ON COMMON OWNERSHIP COMMUNITIES

MARY DOLBASHIAN

Complainant

v.

KENWOOD PLACE CONDOMINIUM

Respondent

CASE NO.: 2025-076

****

ENTRY OF APPEARANCE

TO THE CLERK OF THE COURT: Please enter the appearance of Brian R. Fellner and Fellner Legal Services as counsel for Respondent.

/s/
Brian R. Fellner; Bar No. 0606130087
FLS
485 Ritchie Highway, #203-D
Severna Park, MD 21146
bfellner@flslawyer.com

CERTIFICATE OF SERVICE

I certify that on this 10th day of September, 2025, I served a copy of the foregoing upon the following parties by email:

Mary Dolbashian
Mary@kenwood-place.com

Department of Housing and Community Affairs Common Ownership Communities
c/o Ife Fabayo
ifeoluwapo.fabayo@montgomerycountymd.gov

/s/
Brian R. Fellner

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BEFORE THE COMMISSION ON COMMON OWNERSHIP COMMUNITIES
FOR MONTGOMERY COUNTY, MARYLAND

Mary Dolbashian Complainant v. Kenwood Place Condominium Respondent	)	**Case No. 2025-076**

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Mediation Notice

The above-captioned case is scheduled for mediation **on October 6, 2025, at 6:30 p.m.** Kimberly Pennamon will conduct the mediation via video conference. Video conference access instructions will be provided in due course.

Mediation must be attended by both the homeowner named on the complaint and a Board representative, who can enter into a settlement agreement on behalf of the Association, or the Association's attorney. Witnesses and management personnel are **not** required to attend mediation. All participants must turn on their cameras for the duration of the mediation session.

Please note that in accordance with Montgomery County Code Section 10B-11(c), **[e]ach party named in the dispute or its representative must attend any mediation conference scheduled by the Director under this Section unless excused by the Director. If the party that files the dispute refuses or fails to participate in the mediation, the Director must dismiss the dispute. If the party that is the subject of the dispute refuses or fails to participate in the mediation, the Director must refer the dispute to the Commission for resolution. The party that is the subject of the dispute may not appear at the hearing, and the hearing panel may award relief to any party that the facts on the record warrant.**

Notice dated this 23rd day of September, 2025.

/s/ Ifẹ Fabayo
Ifẹ Fabayo, Commission Staff

DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Commission on Common Ownership Communities
1401 Rockville Pike, 4th Floor
Rockville, Maryland 20852

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October 7, 2025

Mary Dolbashian
5301 Westbard Circle
Unit 137
Bethesda, Maryland 20816

Council of Unit Owners of
Kenwood Place Condominium
c/o Brian R. Fellner, Esquire
Fellner Legal Services, LLC
485 Ritchie Highway, #203-D
Severna Park, Maryland 21146

Re: Case No. 2025-076, Mary Dolbashian v. Council of Unit Owners of Kenwood Place Condominium

Dear Parties:

At its next scheduled meeting on Wednesday, November 5, 2025, the Commission on Common Ownership Communities ("Commission") will receive the Case Summary of the above-captioned dispute to determine whether to accept jurisdiction. No oral presentations regarding this case by either party will be permitted. However, you are welcome to attend and observe the Commission meeting, which will be held via video conference. **The video conference access instructions are on the DHCA calendar.**

The Commission will only consider whether Section 10B-8 of the Montgomery County Code grants it legal authority over this type of complaint/dispute and, if so, whether to refer it to a hearing panel for further consideration, including a formal hearing.

I will notify you of the Commission's decision regarding this dispute.

Sincerely,

__/s/_ Ifẹ Fabayo_____
Ifẹ Fabayo
Commission Staff

SENT BY FIRST-CLASS MAIL

DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Commission on Common Ownership Communities
1401 Rockville Pike, 4th Floor
Rockville, Maryland 20852

November 6, 2025

Mary Dolbashian
5301 Westbard Circle
Unit 137
Bethesda, Maryland 20816

Council of Unit Owners of
Kenwood Place Condominium
c/o Brian R. Fellner, Esquire
Fellner Legal Services, LLC
485 Ritchie Highway, #203-D
Severna Park, Maryland 21146

Re: Case No. 2025-076, Mary Dolbashian v. Kenwood Place Condominium
Notice of Acceptance of Jurisdiction

Dear Parties:

At its meeting on Wednesday, November 5, 2025, the Commission on Common Ownership Communities accepted jurisdiction of this complaint. This letter serves as notice of the jurisdictional decision of the Commission in accordance with Section 10B.06.01.02 of the Code of Montgomery County Regulations (COMCOR).

Sincerely,

____/s/_Ife Fabayo____
Ife Fabayo
Commission Staff

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SENT BY FIRST-CLASS MAIL

DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Commission on Common Ownership Communities
1401 Rockville Pike, 4th Floor
Rockville, Maryland 20852

November 6, 2025

Mary Dolbashian
5301 Westbard Circle
Unit 137
Bethesda, Maryland 20816

Complainant,

v. **Case No. 2025-076**

Council of Unit Owners of
Kenwood Place Condominium
c/o Brian R. Fellner, Esquire
Fellner Legal Services, LLC
485 Ritchie Highway, #203-D
Severna Park, Maryland 21146

Respondent.

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Notice of Referral to OZAH

Pursuant to Section 10B-12(e) of the Montgomery County Code, the Commission on Common Ownership Communities ("CCOC") has voted to refer this dispute to the Office of Zoning and Administrative Hearings (OZAH) for a hearing.

A referral to OZAH means that OZAH will assign a Hearing Officer, who will be an attorney, to conduct a hearing and to recommend a decision. The Hearing Officer will rule upon pre-hearing discovery requests and pre-hearing disputes, will schedule and conduct the hearing, and will then issue a recommended decision. The CCOC will assign a hearing panel to this dispute, and the hearing panel will receive and carefully review the Hearing Officer's recommended decision. The CCOC hearing panel can accept, reject, or modify the recommended decision. The decision of the CCOC hearing panel will be final and binding but can be challenged by either party through an appeal to the Circuit Court of Montgomery County.

When it considers a CCOC dispute, OZAH will follow the same laws and regulations that a CCOC hearing panel would follow if the CCOC hearing panel were to hold a hearing. In particular, OZAH will apply the Administrative Procedures Act (Chapter 2A of the County Code), Chapter 10B, and Executive Regulation 10B-6 (which regulates the CCOC's pre-hearing procedures). OZAH will also apply the relevant sections of the Maryland Code and the courts' decisions on the law of common ownership communities. The recommended

decision of the OZAH Hearing Officer will be reviewed by the CCOC panel assigned to this dispute.

All further proceedings in this matter until the issuance of the Hearing Officer's recommended decision will be handled by OZAH, and from now on, you must send all communications to OZAH. (Send a copy to the other party.) The CCOC staff will not be involved until OZAH issues its recommended decision, and you should not contact the CCOC staff on this matter until after OZAH issues that recommendation. OZAH will send both parties a copy of its recommended decision.

OZAH usually holds its hearings during regular business hours on weekdays. It will notify you of the date and time of your hearing.

You are responsible for preparing your case for the hearing, whether conducted by the CCOC panel or the OZAH Hearing Officer. Please review our brochure entitled *How to Prepare for Your Hearing* and visit our website for more information.

Sincerely,

__/s/_ Ifẹ Fabayo_____
Ifẹ Fabayo
Commission Staff

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

SENT BY FIRST-CLASS MAIL

Before the Commission on Common Ownership Communities
Of Montgomery County, Maryland

Mary Dolbashian, Complainant,	>	
Vs.	>	Case No. 2025-076
Kenwood Place Condominium Assn., Respondent.	>	

Motion to Dismiss Cases for Failure to
Exhaust Association Remedies and
For Other Purposes

Comes Now, the Respondent, Kenwood Place Condominium Association ("KPC" or "Respondent"), by and through the undersigned counsel, and hereby files this Motion to Dismiss Cases on the following grounds:

1. Complainant has failed to exhaust Association remedies established by KPC in its By-Laws and Rules and Regulations.
2. Complainant has made allegations in her Complaint's asserting violations by the Management Company and Manager engaged in management of the Association and the Association's property. Allegations against the Manager are expressly excluded from the Commission's jurisdiction as § 10B-8 (8) of the Montgomery County Code states that a party to a complaint is one of the following:

(8) *Party* includes: (A) an owner; (B) a governing body; and (C) an occupant of a dwelling unit in a common ownership community.

Respondent hereby submits the following in support of the instant motion.

A. The Association has adopted a Dispute Resolution Process in its By-Laws and/or Rules and Regulations. Complainant has not availed herself of the Dispute Resolution Process. Accordingly, she may not invoke the jurisdiction of the Commission as to any matter complained in her Complaint(s).

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B. Complainant has enumerated 9 elements of her complaint, including 3 elements that make allegations against KPC's management company and Manager. § 10B-8 and 10B-9 of the Montgomery County Code expressly precludes a complaining party for asserting violations relating to an Association's Manager. Accordingly, Complainant Dolbashian may not involve the jurisdiction of the Commission as to those elements of the Complaint.
C. Respondent attaches herewith the Declaration of Mark Fine supporting the allegations herein.

WHEREFORE, RESPONDENT prays that the Motion to Dismiss be granted for the grounds and reasons contained herein.

A Proposed Order is attached hereto.

Respectfully submitted,
L Mark Winston
Attorney for Respondent
Kenwood Place Condominium

L. Mark Winston / MSF
With permission

Law Office of L Mark Winston
10562 MacArthur Boulevard
Potomac, Maryland 20854

Certificate of Service

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Before the Commission on Common Ownership Communities
Of Montgomery County, Maryland

Mary Dolbashian, Complainant,	>	
Vs.	>	Case No. 2025-076
Kenwood Place Condominium Assn., Respondent.	>	

ORDER

Upon consideration of Respondent's Motion to Dismiss Cases, and having reviewed Complainant's Opposition thereto, and having heard argument thereon, it is the Commission on Common Ownership Communities ("Commission" or CCOC"), this _____day of _____, 2025.

ORDERED that the Said Motion Be, and the same hereby is Granted for the reasons and on the same grounds set forth in Said Motion.

_____
Panel Chair

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Before the Commission on Common Ownership Communities
Of Montgomery County, Maryland

Mary Dolbashian, Complainant	>	
Vs.	>	Case No.
Kenwood Place Condominium Assn., Respondent.	>	

Declaration of Mark Fine

This Declaration is submitted by Mark Fine, Executive of JSI Management, LLC, Management Company of Respondent Kenwood Place Condominium Association ("KPC"), pursuant to Section 28-1746 of the United States Code. Declarant Mark Fine avers and says:

1. The allegations contained in paragraphs A and B of the Motion to dismiss to which this Declaration is attached are true and correct to the best of the Declarant's knowledge and belief.
2. This Declaration is made under penalty of perjury.
3. Further Declarant sayeth naught.

Mark Fine

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Certificate of Service

This is to Certify that the Kenwood place Condominium Association ("KPC" od "Respondent") has caused the foregoing, Motion to Dismiss and Proposed Order to be served on Mary Dolbashian by Certified and Regular Mail delivered to:

Ms. Mary Dolbashian
Westbard Circle, Unit #
Bethesda, Maryland 20816

And by electronic mail to:
Ms. Mary Dolbashian
_____@_____.

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BEFORE THE COMMISSION ON COMMON OWNERSHIP COMMUNITIES IN MONTGOMERY COUNTY, MARYLAND

IN THE MATTER OF MARY DOLBASHIAN

Complainant,

V. **CCOC CASE 2025-076**

KENWOOD PLACE CONDOMINIUM

Respondent.

REPSONDENT'S EXPEDITED MOTION TO LIFT THE AUTOMATIC STAY AND TO DISMISS THE COMPLAINT

Respondent Kenwood Place Condominium (hereafter "Kenwood" "KPC" or "the Association"), by its undersigned attorney, hereby respectfully submits this Expedited Motion to Lift the Automatic Stay and to Dismiss the Complaint enumerated as 2025-076.

As a threshold matter, this Complaint should be dismissed since Ms. Dolbashian, a member of the Board of Directors for Kenwood Place Condominium (KPC), failed to exhaust her association remedies before filing this Complaint. Ms. Dolbashian is fully aware of the prerequisites for filing a CCOC (Commission on Common Ownership Communities) complaint as she has filed at least four CCOC complaints against Kenwood Place Condominium. M.C. Code 10B-9B

Prior to one such filing, in May 2022, Ms. Dolbashian made a written complaint to the Board via email stating, in part:

"May 2, 2022

Board of Directors
Kenwood Place Condominium
c/o Tim Dorn, Manager
5301 Westbard Circle
Bethesda MD 20816

Ladies and Gentlemen,

By this letter I am filing a complaint with the Board regarding violations/mistakes concerning the upcoming election Annual Meeting packet. Under the CCOC regulations and KPC's Rules and Regulations, you have 30 days to resolve my complaint. If this is not done, then I will proceed to file this complaint with the CCOC."

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However, the same course was not followed in this case (2025-076). On May 28, 2025, Ms. Dolbashian again, filed a complaint with the CCOC, bypassing the Dispute Resolution Policy (DRP) adopted by KPC, while she was President of the Board. Those allegations were:

> ***"This complaint involved multiple serious governance failures by the Kenwood Place Condominium Board, including retaliatory removal of a Board President without due process (in violation of §11-129 Maryland Condominium Act),***
>
> ***Tampering with election proxy ballots (§11-109(c),***
> ***Improper closed-door decision-making in violation of the open meeting laws (§11-109.1),***
> ***Misuse of a manager-authorized Code of Ethics to silence dissent, and***
> ***Failure to address prolonged pipe-banging impacting quiet enjoyment.***
> ***These matters require independent adjudication due to systemic Board misconduct and conflicts of interest."***

After KPC raised Ms. Dolbashian's failure to exercise her association remedies, the CCOC placed the case in obeyance. It should be noted that in her complaint to the CCOC, Ms. Dolbashian references "**including retaliatory removal of a Board President without due process (in violation of §11-129, Maryland Condominium Act),**" KPC rejects this allegation, which is unsupported by any evidence. The Maryland Condominium Act § 11-129. Deals with Foreign condominium units sold in state and is not relevant to her allegation.

She also references "tampering with election proxy ballots **(§11-109(c)).**" The Maryland Condominium Act in §11-109(c) discusses the time, date and place requirements to hold an annual meeting, not tampering with election proxy ballots.

On June 24th, Ms. Dolbashian emailed the Board of KPC with her currently pending complaint and asked for a hearing on the four (4) allegations. During the Dispute Resolution Procedures (DRP) hearing held on July 10, Ms. Dolbashian only discussed and presented arguments to address two (2) of the four (4) allegations. Those two items were.

1. **Board Holds Informal Meetings to Conduct or Discuss Association Business Without Proper Notice or Procedure - Including via Email Exchanges Involving a Quorum and**

2. **Proxy Irregularities in October 2024 Board Election**

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Again, on July 28, 2025, Ms. Dolbashian revised her complaint with the CCOC, this time adding a fifth (5) charge. It should be noted that Ms. Dolbashian and the KPC were still in the DRP process. As such, based on Ms. Dolbashian's own acknowledgement of the Association's Rules and Regulations, as well as those of the CCOC, her Complaint must be immediately dismissed for failure to exhaust her association remedies. M.C, Code 10B-9b[1]

In her email to Ms. Fabayo, staff member to the CCOC. Ms. Dolbashian, in part stated *"**improper disciplinary hearing notice, o**n **August 15, 2025**, I received a letter **signed only by the property manager** purporting to order a disciplinary hearing against me (**Exhibit A**). A board member has confirmed that the decision to send this letter was made in a **closed session that excluded me**, where **no attorney was present**. This violates **Kenwood Place Bylaws Article III, Section 12** and **MD. Real Prop. §11-109.1(c)(1)** and is the functional equivalent of an **action without a meeting**, which the stay prohibits. The issuance of a hearing notice during the stay constitutes continuation of enforcement against me, in direct conflict with the protections afforded by the automatic stay. This action not only undermines the authority of the CCOC but also subjects me to improper retaliation during active CCOC proceedings.*

This meeting the Complainant references above, was called for and held in closed session with six (6) of the seven (7) board members present. The meeting was duly noticed in accordance with **§11-109.1 (a) (4) Consultation with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters; and (5) Investigative proceedings concerning possible or actual criminal misconduct;**

The meeting involved Ms. Dolbashian's action during the last few months and the Boards Dispute Resolution Hearing called for by the Board and management was tasked with notifying her of the said date of August 28, 2025. **The Montgomery County Code in section 10B-9** as stated above was not properly followed by the Complainant. As stated above, the Complainant HAS NOT yet completely exercising her remedies on all allegations. In addition, under 10B-11[2] section (a) states,

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[1] (b) A party must not file a dispute with the Commission until the party makes a good faith attempt to exhaust all procedures or remedies provided in the association documents.

[2] (a) The Director may investigate facts and assemble documents relevant to a dispute filed with the Commission, and may summarize the issues in the dispute. The Director may notify a party if, in the Director's opinion, a dispute was not properly filed with the Commission, and may inform each party of the possible sanctions under Section 10B-13(d).

" The Director may investigate facts and assemble documents relevant to a dispute filed with the Commission, and may summarize the issues in the dispute. The Director may notify a party if, in the Director's opinion, a dispute was not properly filed with the Commission, and may inform each party of the possible sanctions under Section 10B-13(d)."

In regard to the Complainants allegation, she stated the following:

5. Failure to Comply with Article XIII, Section 2(b) of the Bylaws when Respondent Voted to Reserve 15 Parking Spaces in the Parking Lot for Exclusive Use of Commercial Unit Owners and Tenants.

This Article cited by Complainant is very brief and only references "Sales, Leases, and Allocation of Units." It has nothing to do with alterations / additions of Common Elements.

However, Section 6.07 of KPC's Bylaws states,

"Whenever in the judgment of the Board of Directors the Common Elements shall require . . . additions, alterations or improvements costing less than ten percent (10%) of the budget of the Council of Unit Owners for the current fiscal year, [they] may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute a Common Expense."

Due to the elimination of a parking lot on neighboring land that was used by the commercial units and their patrons. Patrons of the commercial units are now challenged to find parking. Pending construction of a new parking garage that will be used in part to accommodate KPC's commercial patrons, the Board decided to allocate 15 of its [280] parking spaces for use by patients and patrons of the commercial units during regular working hours and on Saturdays. The decision to allocate these parking spaces was made in an open Board meeting on June 12, 2025. The matter was discussed in Open Forum during that same meeting. The community was then afforded additional discussion at the subsequent open Board meeting on June 26, 2025. The cost of the signs that will define the 15 commercial parking spaces is $2,496.15, well below 10% of KPC's FY 2025 budget.

Lifting the stay on these parking spaces will in no way harm the rights or interests of Complainant or any other KPC resident/owners. However, allowing the stay to remain in place would deprive patients and other patrons of the commercial units accessible parking, pending construction of the new parking garage.

Section 10B-9A(e) of the Montgomery County Code provides that a request for relief from stay may be granted if the assigned panel finds that: (1) enforcing the stay would result in undue harm to the community association; and (2) lifting the stay will

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not result in undue harm to the rights or interests of any opposing party.

Here, keeping the stay in place will result in undue harm to the Association because the stay will unduly prevent the Association from fulfilling its obligation to repair and maintain the Condominium and grounds. In contrast, lifting the stay will not result in undue harm to Complainant because the Board has voted on contracts for repairs and maintenance more than $2,500.00 at a meeting where Complainant had has had the opportunity to attend and comment during the meeting and open forum. Furthermore, since the complaint was filed before the exhaustion of remedies, the complaint must be deemed not to have been filed, consequently, no stay was ever in place.

Dated: August 21, 2025

----------/S/----------

L. Mark Winston, Esquire

Law Office of L. Mark Winston
10562 MacArthur Boulevard
Potomac, Maryland 20854
Telephone: 301-252-7615
LMWinston0406@gmail.com
Council for Respondent: Board of Directors, Kenwood Place Condominium

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 21, 2025, I caused a copy of the foregoing Expedited Motion to Lift Stay was hand delivered to the complainant at her residence (below) personally by Mark Fine and Terry Anderson, of JSI Management.

Mary Dolbashian
5301 Westbard Circle,
Unit 137
Bethesda, MD 20816
Mary@kenwood-place.com **Complainant**

And by mail, to

Department of Housing and Community Affairs Common Ownership Communities
c/o Ife Fabayo
ifeoluwapo.fabayo@montgomerycountymd.gov
1401 Rockville Pike, 4th Floor.
Rockville, Maryland 20852

----------/S/----------

L. Mark Winston, Esquire

Law Office of L. Mark Winston
10562 MacArthur Boulevard
Potomac, Maryland 20854
Telephone: 301-252-7615
LMWinston0406@gmail.com
Council for Respondent: Board of Directors, Kenwood Place Condominium

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BEFORE THE COMMISSION ON COMMON OWNERSHIP COMMUNITIES FOR MONTGOMERY COUNTY, MARYLAND

Mary Dolbashian,
Complainant
v.
The Kenwood Place Condominium Council of Unit Owners,
Respondent

Case No. 2025-076

MOTION TO DISMISS RESPONDENT'S MOTION TO DISMISS

Comes now the Complainant, Mary Dolbashian, and respectfully moves the Commission to dismiss the Respondent's Motion to Dismiss on the grounds that it is without merit, factually misleading, and a transparent attempt to evade the requirements of the dispute resolution process under **Montgomery County Code §10B-10**.

1. Improper Attempt to Shift Procedural Responsibility

The Respondent's suggestion that the Complainant is to blame for their failure to timely respond to the original complaint is fundamentally flawed. The **July 10, 2025 hearing was not a board meeting**—it was a hearing initiated pursuant to the community's dispute resolution procedure. I was present in the role of **Complainant**, not as a participant in Board deliberations. I had no authority to vote, assign tasks, or carry out any Board responsibilities.

At that hearing, the Board affirmatively assigned its legal counsel, Mr. Mark Winston, the task of contacting the CCOC regarding whether the Board required permission to review the October 28, 2024 proxy ballots and election materials. This assignment was clearly made by the Board and is part of the hearing record.

When I mentioned that I might independently ask the CCOC for clarification, Board President **Candace Otto reprimanded me**, stating something to the effect of:

> "You can't wait for Mark Winston to speak to the CCOC?"

This rebuke alone contradicts the current narrative presented in the Motion to Dismiss. Their assertion that I was somehow responsible for following up with the Commission is not only false but a transparent attempt to shift blame for their inaction.

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***Note**: A dispute resolution hearing under §10B is not a governance function, and the Complainant holds no obligation to execute or monitor the duties of the Respondent.*

2. The 15-Day Deadline Passed Unmet

Under **Montgomery County Code §10B-10(c)**, the Respondent was required to respond to the internal complaint within **15 days of the July 10 hearing**, i.e., by **July 25, 2025**. The Board did not submit any written response within that timeframe. Instead, they contacted me only after I submitted my **revised formal complaint on July 28**, treating me as the procedural go-between for their own obligations.

This is an improper interpretation of the law. A complainant cannot be tasked with managing or confirming a respondent's statutory duties. The Board's failure to respond within the prescribed period constitutes a waiver of that procedural right.

3. Abuse of Process and Misrepresentation

The Respondent's motion misrepresents both the nature of the hearing and the sequence of communications. This is not an honest mistake or a matter of confusion. It is a **deliberate attempt to obscure serious governance violations**, fiduciary failures, and potential election misconduct by redirecting attention to a fabricated procedural delay.

The CCOC should not permit its process to be manipulated in this manner. Allowing a respondent to punish a complainant for the respondent's own procedural neglect sets a dangerous precedent and undermines trust in the dispute resolution process.

4. Inappropriate Use of Past Complaints

The Respondent has also referenced unrelated, prior complaints filed by me in an apparent effort to discredit my credibility as a party. This tactic is both **irrelevant** to the legal issues under review and **retaliatory in nature**, as it seeks to punish me for past protected actions. Such conduct is **prohibited under Montgomery County Code §10B-8**, which forbids retaliatory treatment of any party exercising their rights under the common ownership statute.

Rather than addressing the merits of the current complaint, the Respondent has attempted to **obscure the gravity of their violations** by dredging up unrelated filings and characterizing them as burdensome or vexatious. This is not only an abuse of the process, but also a chilling attempt to intimidate an active participant in the governance of her own community.

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5. Request for Relief

For the foregoing reasons, the Complainant respectfully requests that the Commission:

- Dismiss the Respondent's Motion to Dismiss in its entirety;
- Acknowledge the Board's failure to comply with the 15-day response requirement under §10B-10(c);
- Allow the complaint to proceed to the next appropriate phase without delay;
- Take judicial notice of the hearing Zoom unedited original recording, which will confirm the Respondent Board's assignment of the CCOC inquiry to its attorney and the President's disapproval of Complainant's involvement;

  It is unlikely the Board will voluntarily produce the full unedited recording; the Complainant requests that the CCOC independently request or subpoena the record if necessary.

- Acknowledge and document the Respondent's violation of the automatic stay under Montgomery County Code §10B-10(e), based on their continued actions and legal filings after receiving notice of the revised complaint.

Respectfully submitted,



Mary Dolbashian
Complainant
hairmary@gmail.com
August 21, 2025

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Motion to Dismiss Respondent's Motion to Dismiss** was served via e-mail on this 20th day of August, 2025, to:

Mark Winston
Attorney for Respondent
lmwinston0406@gmail.com

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BEFORE THE COMMISSION ON COMMON OWNERSHIP COMMUNITIES
FOR MONTGOMERY COUNTY, MARYLAND

Case No. 2025-076
Mary Dolbashian v. The Kenwood Place Condominium Council of Unit Owners

Attachment Index & Certificate of Service

Submitted by Complainant: Mary Dolbashian
Date: August 21, 2025

The following documents are submitted to the Commission and served on the Respondent's legal counsel in connection with the above-captioned matter:

Attachments

1. **Respondent's Motion to Dismiss (served on Complainant)**
   — Filed by the Respondent and served to Complainant via email on or about August 1, 2025, by Mr. Mark Fine and Ms. Terry Anderson.

2. **Complainant's Motion to Dismiss Respondent's Motion to Dismiss**
   — Filed by Complainant Mary Dolbashian on August 20, 2025.

3. **August 1, 2025 Email from Mark Fine to Mary Dolbashian**
   — Email communication concerning responsibilities regarding CCOC follow-up.

4. **Reply Email from Mary Dolbashian to Mark Fine (August 1, 2025)**
   — Response clarifying Complainant's position and correcting misstatements.

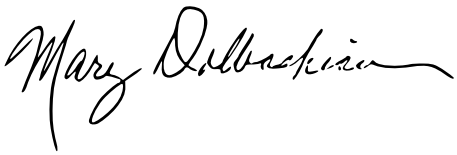
Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Certificate of Service

I hereby certify that a copy of each of the above-listed attachments was served via email on this 21st day of August, 2025, to the following counsel for Respondent:

Mark Winston
Attorney for Respondent
Email: **lmwinston0406@gmail.com**

Respectfully submitted,



Mary Dolbashian
Email: **hairmary@gmail.com**

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Gmail **Mary Dolbashian <kenwoodplacesmedia@gmail.com>**

Dispute Resolution Hearing

mark <mark@jsimanagement.co> Fri, Aug 1, 2025 at 1:26 PM
To: mary dolbashian <mary@kenwood-place.com>
Cc: candace <candace@kenwood-place.com>, carlos <carlos@kenwood-place.com>, Linda Egerton <linda@kenwood-place.com>, Krassi <krassi@kenwood-place.com>, Linda Norman <lindan@kenwood-place.com>, yonald <yonald@kenwood-place.com>, Mark Winston <lmwinston0406@gmail.com>

Good Afternoon Ms. Dolbashian (Mary),

During the Dispute Resolution Hearing that was recently held, there was discussion on unsealing the 2 ballot envelopes to inspect the materials. It was the BOD's understanding that you were going to reach out to the Office of Common Ownership Communities (OCOC) to seek permission to open the sealed documents. The BOD is inquiring as to the status of the request, and if the OCOC has granted permission. If they have, can you please forward that document of authorization to management, to pass on to the BOD.

Thanks

Mark

Mark Fine,
Executive
JSI Management, LLC
Agent for Kenwood Place Condominium (KPC)
P.O. Box 20715
Silver Spring, MD 20914
301.384.1944 (O)
240.216.0753 (C)

On site
5301 Westbard Circle
Suite 147 (Entrance at building Exit 4)
Bethesda, MD 20816

Kenwood Office 301.654.4512

NOTICE:
This message is intended only for the named addressee(s) and may contain confidential and/or privileged information. If you are not the named addressee you should not

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disseminate, copy, take any action or place any reliance on this message. If you have received this message in error, please notify the sender by return e-mail and delete the message and any attachments accompanying it immediately.

"Copyright (c) 2023-2025 JSIManagement, LLC agent for Kenwood Place Condominiums. All rights reserved."

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Gmail **Mary Dolbashian <kenwoodplacesmedia@gmail.com>**

Dispute Resolution Hearing

Mary Dolbashian <kenwoodplacesmedia@gmail.com> Fri, Aug 1, 2025 at 3:36 PM

To: mark <mark@jsimanagement.co>, Mark Winston <lmwinston0406@gmail.com>
Cc: Yonald Chery <yonald@kenwood-place.com>, candace Otto <candace@kenwood-place.com>

[redacted]

Mr. Fine (Mark),

Thank you for your message.

To clarify, the July 10, 2025 hearing was not a board meeting—it was a formal step in the internal dispute resolution process in which I was the complainant. As such, I did not—and do not—hold any procedural responsibilities in executing the Board's duties under that process. The responsibility to act within the time limits and guidelines set forth in the governing documents (rules and regulations) and applicable law rests squarely with the respondent, The Council of Unit Owners of Kenwood Place Condominium 'Board"

At the hearing, the Board assigned the KPC legal counsel (in attendance), Mr. Mark Winston, the task of inquiring with the Commission on Common Ownership Communities (CCOC) regarding accessing proxy and ballot materials from the 10/28/2024 Annual Meeting and election. I did not authorize any delay to the process or waive any procedural deadlines. I recommend the Board follow up directly with Mr. Winston to confirm any response he may have received from the CCOC.

Additionally, I respectfully request that the Association provide me with the Zoom recording of the July 10 hearing as part of the complete record of the proceedings.

Thank you,

Mary Dolbashian

[Quoted text hidden]

Case 2025-0760, CE-1 Conduct, 1/6/2025:1:36 PM

BEFORE THE COMMISSION ON COMMON OWNERSHIP COMMUNITIES FOR MONTGOMERY COUNTY, MARYLAND

Mary Dolbashian,
Complainant,

v.

The Kenwood Place Condominium Council of Unit Owners,
Respondent.

Case No. 2025-076

COMPLAINANT'S MOTION TO DISMISS RESPONDENT'S MOTION TO LIFT THE AUTOMATIC STAY AND TO DISMISS COMPLAINT

Complainant, Mary Dolbashian, respectfully moves the Commission to deny and dismiss Respondent's combined Motion to Lift the Automatic Stay and to Dismiss Complaint, and states as follows:

1. Pursuant to Montgomery County Code §10B-10(e), an **automatic stay** took effect upon the filing of Complainant's revised complaint. Respondent's continued actions and legal filings after receiving notice of the revised complaint constitute a violation of that stay.

2. Respondent's request to lift the stay is without merit. The stay remains in full effect until lifted by order of the Commission, and Respondent cannot disregard its statutory obligations.

3. Respondent's motion to dismiss the complaint is likewise unsupported. Complainant has complied with all procedural requirements, and Respondent's arguments fail to establish any grounds warranting dismissal.

4. Respondent's motion is procedurally improper and substantively deficient. Accordingly, it must be denied in its entirety.

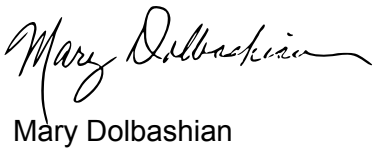
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RELIEF REQUESTED

Complainant respectfully requests that the Commission:

- **Deny Respondent's Motion to Lift the Automatic Stay**, and
- **Deny Respondent's Motion to Dismiss Complaint**.

Respectfully submitted,



Mary Dolbashian

Complainant

Certificate of Service

I hereby certify that on this 20th day of August, 2025, a copy of the foregoing Motion to Dismiss Respondent's Motion to Lift the Automatic Stay and to Dismiss Complaint was sent via email to counsel for the Respondent, **Mark Winston**

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BEFORE THE COMMISSION ON COMMON OWNERSHIP COMMUNITIES FOR MONTGOMERY COUNTY, MARYLAND

Mary Dolbashian,
Complainant

v.

The Kenwood Place Condominium Council of Unit Owners,
Respondent

Case No. 2025-076

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AMENDED MOTION TO DISMISS RESPONDENT'S MOTION TO DISMISS

Complainant, Mary Dolbashian, respectfully submits this Amended Motion to Dismiss Respondent's Motion to Dismiss. This filing supersedes the original motion for the limited purpose of clarifying the record, correcting misstatements by Respondent, and ensuring that all issues raised in the Complaint are fully addressed.

I. Improper Attempt to Shift Procedural Responsibility

Respondent suggests that Complainant is to blame for Respondent's failure to timely respond to the June 24, 2025 internal complaint. This argument is fundamentally flawed.

The July 10, 2025 hearing was not a board meeting; it was scheduled pursuant to the community's dispute resolution procedures. Complainant participated in the role of complainant, not as a member of the Board conducting governance functions. Complainant had no authority to vote, assign tasks, or carry out Board responsibilities.

At that hearing, the Board expressly assigned its attorney, Mark Winston, to contact the CCOC regarding proxy ballot review. This assignment is part of the hearing record. When Complainant mentioned possibly contacting the CCOC independently, **Board President Candace Otto** rebuked her, stating words to the effect of: *"You can't wait for Mark Winston to speak to the CCOC?"* This demonstrates that the Board itself retained procedural responsibility, directly contradicting Respondent's current assertion that Complainant should have assumed these duties.

A dispute resolution hearing under §10B is not a governance function, and the Complainant holds no obligation to execute or monitor the statutory duties of the Respondent.

II. Respondent Misstates the Record of the July 10 Hearing

Respondent claims that Complainant “only raised two issues” during the July 10 hearing. This is false.

The July 10 hearing itself was scheduled improperly, because Step One of the dispute resolution procedure — a written response from the Board — was bypassed. As the complainant, I would have been the party entitled to request a hearing, not the Respondent.

Despite the irregular procedure, my opening and closing statements raised all four issues from the June 24 complaint:

1. Improper allocation of parking spaces in violation of Bylaws XI, XII, and XIII;
2. Negligent pipe maintenance (unresolved pipe banging);
3. Election proxy discrepancies; and
4. Improper closed meetings and retaliatory fines.

These issues were included in the materials submitted with the Complaint and are documented in the hearing record. Respondent’s statement that only two issues were discussed is a misrepresentation of fact.

III. Respondent Failed to Meet Both the 30-Day and 15-Day Response Deadlines

On June 24, 2025, Complainant submitted a written internal complaint raising all four issues now before the Commission. Under Montgomery County Code §10B-10(c), the Board was required to issue a written response within 30 days, by July 24, 2025. The Board failed to do so, instead unilaterally scheduling a hearing for July 10, 2025 without first providing the required written response.

Complainant nonetheless attended the July 10 hearing and, the same evening, submitted a written statement by email reiterating the issues. Under the Association’s own dispute resolution rules, the Board then had 15 days to issue a written response to the concerns raised at the hearing. That deadline was July 25, 2025. The Board again failed to comply.

Respondent did not contact Complainant until August 1, 2025, well beyond both the 30-day statutory requirement and the 15-day rule, and improperly attempted to treat Complainant as a go-between for Respondent’s own statutory duties.

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A complainant cannot be tasked with executing or monitoring a respondent's obligations. By failing to meet either deadline, the Board has waived its ability to argue "failure to exhaust remedies." The failure lies entirely with Respondent.

IV. Jurisdiction Over Manager's Conduct and the Automatic Stay

Respondent's claim that certain allegations "concern the manager" and therefore fall outside the Commission's jurisdiction is legally incorrect. A property manager acts as the agent of the Board, and when acting within the scope of management, his conduct is legally the conduct of the Board. The Board cannot escape responsibility by shifting blame to its agent.

Note on Jurisdiction: *Complainant recognizes that the Commission does not hear disputes solely concerning "management issues" such as employment, compensation, or contract disputes with a manager. That is not the case here. The allegations concern actions of the Board itself, including election procedures, meetings without proper notice, common element allocation, and enforcement actions. The fact that the property manager executed some of these actions does not remove them from the Commission's jurisdiction, because the manager was acting only as the Board's agent.*

This principle applies equally to the **automatic stay** under Montgomery County Code §10B-10(e). Once a complaint is filed, the stay prohibits a community association from taking any action to enforce or implement the disputed decision unless the Commission grants relief under §10B-10A. Actions carried out by the property manager as the Board's agent — whether related to proxy handling, meeting management, or maintenance decisions — are actions of the association itself. They therefore fall squarely within both the Commission's jurisdiction and the protections of the automatic stay.

Clarification on the Automatic Stay: Respondent misrepresents Complainant's position on §10B-10(e). Complainant has never argued that Respondent was barred from filing motions with the Commission. The violation arises from Respondent continuing to pursue actions on the disputed matters after the stay was triggered. This includes scheduling and noticing a retaliatory disciplinary hearing that has not yet been held, and ordering signage to implement exclusive use of common element parking for the commercial wing. Even if these actions have not yet been fully carried out, they are steps to "enforce or implement" disputed decisions. Section 10B-10(e) prohibits such actions absent relief from the Commission.

V. Jurisdiction Over Election Integrity and Actions Without Meetings

Respondent suggests that election matters and email actions are outside the Commission's authority. This is incorrect.

Election integrity, including proxy tampering, falls squarely within CCOC jurisdiction under Montgomery County Code §10B-9.

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Actions without meetings violate Maryland Real Property §11-109, which requires duly called meetings or unanimous written consent. The Board conducted business by email with a quorum, without notice or consent. Such actions are properly reviewable by the Commission.

VI. Misrepresentation of Parking Lot Authority

Respondent argues that the Board may allocate common element parking spaces to the commercial wing on a “temporary” basis. This misstates both the governing documents and the factual history.

First, the parking spaces at issue are common elements of Kenwood Place. Under the Bylaws, common elements may not be conveyed, assigned, or granted for exclusive use without the approval of at least 66 2/3% of the unit owners. The Board cannot, by simple vote, give away common elements — even “temporarily.” To do so is an ultra vires act outside the Board’s authority.

Second, the Respondent’s Motion misrepresents the factual history of parking arrangements. The commercial wing previously made use of parking spaces that belonged to the developer’s property, not to Kenwood Place. Those spaces were never part of Kenwood Place’s common elements, nor were they easements granted to the commercial wing. Their prior use of developer-owned spaces has no bearing on the legal status of Kenwood Place’s common elements.

The commercial wing may have enjoyed a period of convenience when it had access to developer-owned parking, but that history does not create an entitlement to take over Kenwood Place’s property. The Board’s vote to grant 15 common element spaces for exclusive commercial use misrepresents the truth, violates the Bylaws, and attempts to justify the unlawful reallocation of common property.

VII. Abuse of Process and Retaliation

Respondent’s Motion to Dismiss misrepresents the July 10 hearing record and seeks to punish Complainant for Respondent’s own procedural failures. This is an abuse of process.

Respondent also references prior complaints in an apparent attempt to discredit Complainant. This tactic is irrelevant and retaliatory. Montgomery County Code §10B-8 expressly prohibits retaliatory conduct against any party exercising rights under the common ownership statute.

The Commission should reject attempts to obscure governance violations by diverting attention to fabricated procedural delays or unrelated past filings.

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VIII. Relief Requested

For the foregoing reasons, Complainant respectfully requests that the Commission:

1. **Dismiss** Respondent's Motion to Dismiss in its entirety;

2. **Deny** Respondent's Motion to Lift the Automatic Stay under §10B-10(e);

3. **Acknowledge** that Respondent failed to comply with both the 30-day statutory written-response requirement under §10B-10(c) and the Association's 15-day follow-up requirement after the July 10 hearing, and that Respondent improperly scheduled a hearing in violation of Step One of the dispute resolution procedure;

4. **Confirm** that all four issues — parking allocation, negligent pipe maintenance, proxy discrepancies, and actions without meetings/retaliation — are properly before the Commission, as raised in the June 24 complaint and July 10 hearing materials;

5. **Reject** Respondent's misrepresentation that only two issues were raised;

6. **Recognize** that Respondent's references to prior complaints are irrelevant and retaliatory, in violation of §10B-8;

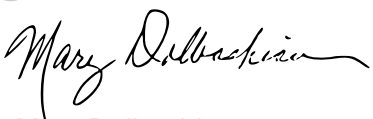
7. **Confirm** that the Board is legally accountable for the acts of its agent, the property manager, and that such acts are subject to both the Commission's jurisdiction and the automatic stay protections under §10B-10(e); and

8. **Clarify** that the Board has no authority to convey or assign common element parking spaces to the commercial wing — even on a "temporary" basis — without approval of 66 2/3% of the unit owners, and that Respondent's Motion misrepresents the truth regarding past use of developer-owned spaces that were never Kenwood Place common elements or easements.

9. Order Respondent to produce the full, unedited Zoom recording of the July 10, 2025 hearing, which Complainant has requested but not been provided, so that the Commission may independently verify the record of issues raised.

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Respectfully submitted,



Mary Dolbashian
Complainant
Date: August 23, 2025

Certificate of Service

I hereby certify that a copy of the foregoing Amended Motion to Dismiss Respondent's Motion to Dismiss was served via e-mail on this 23rd day of August, 2025, to:

Mark Winston
Counsel for Respondent
The Kenwood Place Condominium Council of Unit Owners

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Notice of Violation of Automatic Stay and Retaliation

Filed by Mary Dolbashian

Case No. 2025-076 — Mary Dolbashian v. The Kenwood Place Condominium Council of Unit Owners
To: Ms. Ifeoluwa (“Ife”) Fabayo, Commission on Common Ownership Communities (CCOC)

Date: October 20, 2025

Dear Ms. Fabayo,

I respectfully submit this Notice of Violation of Automatic Stay and Retaliation concerning actions taken by the Respondent following the October 6, 2025 mediation in this matter. These actions violate the automatic stay established under Montgomery County Code § 10B-9(e) and constitute retaliatory conduct undertaken while the matter is stayed. Section 10B-9(e) provides that, “Except as provided in § 10B-9A, when a dispute is filed with the Commission, a community association must not take any action to enforce or implement the association’s decision, other than filing a civil action under subsection (f), until the process under this Article is completed.”

No relief from the stay was sought or granted under § 10B-9A.

1. Procedural Background

- Mediation: October 6, 2025 (completed).
- Panel Hearing: Scheduled for November 5, 2025 to determine jurisdiction.
- Automatic Stay: This dispute remains pending and stayed under Chapter 10B; actions related to the subject of the complaint are barred while before the Commission.

On September 9, 2025, a CCOC panel issued an Order Denying the Respondent’s Motion to Lift Automatic Stay, confirming that the stay under Montgomery County Code § 10B-9(e) remains in full effect. That order explicitly states that the Respondent may conduct only “meetings in the normal course of business, excluding discussions or actions related to the subject matter of the complaint.” (Order Denying Motion to Lift Stay, Sept. 9, 2025.) The Respondent’s community-wide publications of October 17, 2025, which directly referenced this complaint and discussed matters central to it, therefore constitute a clear violation of that standing Commission order.

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2. Publications During the Stay (October 17, 2025)

On October 17, 2025, less than two weeks after mediation, Respondent—through its management agent (JSI Management, LLC)—issued and republished community-wide "disclosure" statements naming me, referencing my CCOC filings, and leveling unsubstantiated criminal and ethical accusations.

a) First Publication (Email by Terry Anderson, JSI Management).

Subject line referenced a closed meeting; the body stated:

> "As per the ratified approval please see attached disclosed outcome in consultation with Legal Counsel." Attachment: "Disclosure Statement Regarding Payments Received by Former President Mary Dolbashian from Joshua Systems." (Ex. A)

b) Second Publication (Unsigned BuildingLink blast).

Later that morning, an unsigned BuildingLink message titled "updated resend" attached TA_Disclosure.pdf, republishing and expanding the accusations to all owners. (Ex. B)

Both communications expressly reference the CCOC complaint and were disseminated via official Association channels.

3. Nature of the Violation

- Automatic Stay Violation. The documents discuss and urge conclusions on issues now before the Commission, effectively litigating the dispute in public while stayed.

- Retaliation. The materials target my protected act of filing with the CCOC, portray my complaint as obstructing governance, and were circulated between mediation (Oct 6) and the Annual Meeting (Oct 30).

- Foreseeable Influence on a Removal Vote. Multiple residents have reported that certain directors discussed seeking a 51% owner vote to remove me at the October 30 meeting. I cannot independently verify those discussions because I have been excluded from

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portions of meetings where they were reportedly raised; however, the timing, content, and republication strongly suggest an effort to influence owner sentiment and retaliate for my filing.

4. Clarifications and Context (to rebut false claims)

- The October 17, 2025 publications falsely implied that my limited administrative work for Joshua Systems constituted bribery or a conflict of interest. In fact, that work was legitimate outside employment wholly unrelated to Kenwood Place operations and modestly compensated.

- Neither the Maryland Condominium Act (Real Property Article §§ 11-109.1 and 11-109.2) nor Montgomery County Code Chapter 10B requires a condominium director to disclose or seek approval for outside employment that is unrelated to association business. Disclosure obligations apply only when a director has a financial interest in a transaction or contract under consideration by the Board and participates in or votes on that matter.

- My work for Joshua Systems was completely separate from association decisions, fully reported on my federal and state tax returns, and occurred months before JSI Management's contract renewal in January 2025. I neither voted on nor negotiated any management-contract matter that benefited that company or myself. Accordingly, there was no conflict of interest and no duty of disclosure under Maryland law or the Association's governing documents.

- Transparency. Although no Form 1099 was issued to me by Joshua Systems, I voluntarily reported the income in full on my federal and state tax returns.

- No unilateral authority. The Board as a whole—not the President—controls management contracts; I could not "preserve" or award JSI's contract unilaterally.

- Timeline disproves quid pro quo. My compensation from Joshua Systems increased in September 2024 (from $1,000 to $1,250 per month). The JSI management-fee increase to $135,000 per year occurred months later, in January 2025. Bank records (Ex. E) confirm the sequence; the claim that my pay "rose after" JSI's increase is false.

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5. Legal Basis

1. Automatic Stay – § 10B-9(e). Once a dispute is filed with the Commission, the law prohibits a community association from taking any action to enforce or implement an association decision until the CCOC process is complete, unless the Commission grants relief under § 10B-9A.

2. No Relief Granted. Although the Respondent filed a Motion to Lift Stay, the Commission denied that motion on September 9, 2025. Accordingly, the stay remained fully in effect throughout October 2025.

3. Violative Conduct. While the stay was active, on October 17, 2025, the Board and/or management distributed two community-wide emails and physically placed copies of the same defamatory materials under unit doors throughout Kenwood Place. These publications addressed the very issues under review in the pending complaint and referenced the CCOC case itself. Such actions constitute clear violations of § 10B-9(e) and demonstrate retaliatory intent, though the controlling violation is the breach of the stay.

6. Requested Relief

I respectfully request that the Commission:

1. Declare that the October 17, 2025 emails and door-to-door distributions constitute actions taken in violation of the automatic stay established under Montgomery County Code § 10B-9(e), which prohibits a community association from taking any action to enforce or implement an association decision while a dispute is pending before the Commission, unless relief from the stay is granted under § 10B-9A.

2. Order immediate cessation and retraction of the October 17 publications and prohibit further owner communications referencing the pending CCOC case, my participation in it, or character attacks tied to disputed issues during the stay.

1. Suspend and prohibit any motion, vote, or action—whether conducted in person, by electronic means, or otherwise—to remove or censure me as a Director during the pendency of this case, to preserve the integrity of the stay and prevent any form of retaliation, including but not limited to electoral actions.

2. Direct that management (JSI/Mark Fine & agents) refrain from issuing communications about the stayed dispute or acting as Respondent's conduit for materials that could influence the case outcome.

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7. Exhibits

- Exhibit A: Email by Terry Anderson (JSI Management) to all owners — October 17, 2025.
- Exhibit B: BuildingLink “updated resend” message (unsigned) — October 17, 2025.
- Exhibit C: Disclosure_edited_.pdf (first version).
- Exhibit D: TA_Disclosure.pdf (revised version).
- Exhibit E: Bank record excerpt (Joshua Systems deposits) corroborating the payment timeline.
- Exhibit F: CCOC Order Denying Motion to Lift Automatic Stay (September 9, 2025).

8. Conflict of Interest and Protective Request

I am fully aware that the Association’s management agent, JSI Management, LLC, is led by Mr. Mark Fine, who currently serves as a Panel Chair for the CCOC. In addition, Ms. Terry Anderson, who issued one of the October 17 publications on behalf of the Association, has either served or is currently serving as the Chairperson of the CCOC.

While neither individual is a named respondent, these overlapping roles create an unmistakable appearance of conflict and a serious risk of undue influence in this proceeding. The same individuals who helped prepare and distribute materials forming part of this notice also hold leadership roles within the body that adjudicates disputes like this.

Accordingly, I respectfully request that the Commission:

1. Bar Mr. Fine and Ms. Anderson from any contact, attendance, or participation—direct or indirect—with the panel or staff assigned to Case No. 2025-076 (other than as witnesses if properly subpoenaed);
2. Require disclosure of any prior or ongoing professional or personal relationships between either individual and any assigned panel member/staff;
3. Confirm in writing that the assigned panel will proceed independently of any involvement, communication, or consultation with Mr. Fine or Ms. Anderson; and
4. Recuse or replace any panelist or staff member who maintains professional or social ties with either individual.

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These measures do not broaden the complaint; they ensure impartiality and public confidence in the Commission's process.

9. Conclusion

The Respondent's actions between October 6 and October 17, 2025—including community-wide publications referencing my CCOC complaint—violate the automatic stay and constitute retaliation. Prompt Commission action is necessary to protect the process, prevent further interference, and preserve the status quo pending the November 5, 2025 panel session.

Respectfully submitted,

Mary Dolbashian
Complainant, Case No. 2025-076
Email: hairmary@gmail.com
Phone: (301) 792-6279

Certificate of Service

I certify that on October 20, 2025, I served a true and correct copy of the foregoing Notice of Violation of Automatic Stay and Retaliation, including Exhibits A–F, by email upon counsel for the Respondent as follows:

Brian R. Fellner, Esq.
Email: bfellner@flslawyer.com

/s/ Mary Dolbashian

October 20, 2025

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Gmail **Mary Dolbashian <kenwoodplacesmedia@gmail.com>**

Board Disclosure as discussed on September 25, 2025 at Closed meeting

1 message

Kenwood Place Condominium <notify@buildinglink.com> Fri, Oct 17, 2025 at 10:53 AM
Reply-To: Kenwood Place Condominium <terry@jsimanagement.co>
To: Mary Dolbashian <kenwoodplacesmedia@gmail.com>

Greetings,
As per the ratified approval please see attached disclosed outcome in consultation with Legal Counsel.

Regards,
Terry Anderson
JSI Management

Disclosure_edited_.pdf
174K

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Gmail **Mary Dolbashian <kenwoodplacesmedia@gmail.com>**

updated resend

1 message

Kenwood Place Condominium <notify@buildinglink.com> Fri, Oct 17, 2025 at 11:07 AM
Reply-To: Kenwood Place Condominium <terry@jsimanagement.co>
To: Mary Dolbashian <kenwoodplacesmedia@gmail.com>

Please see attached

TA_Disclsoure.pdf
173K

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KENWOOD PLACE CONDOMINIUM

DISCLOSURE STATEMENT REGARDING PAYMENTS RECEIVED BY FORMER PRESIDENT MARY DOLBASHIAN FROM JOSHUA SYSTEMS

OCTOBER 2025

In the interests of transparency and accountability, the Board of Directors of Kenwood Place Condominium hereby issues the following disclosure statement to its unit owners and members regarding the following matters of concern to the Association.

Payments received by former president Mary Dolbashian from Joshua Systems

Between January 2024 and March 2025, former Board president Mary Dolbashian received monthly payments totaling $16,750 from Joshua Systems. Mark Fine serves as an officer of both Joshua Systems and JSI Management, LLC, KPC's contracted management company.

KPC entered into a management agreement with JSI on January 10, 2024, for $99,996. That same month, the former president began receiving $1,000 monthly payments from Joshua Systems. In September 2024, following an amendment increasing the contract to $135,000, her payments rose to $1,250. These payments were never disclosed to the Board, never approved in any meeting, and directly violate the prohibition against directors receiving compensation for their service. The final payment was made on or around March 3, 2025.

KPC has reviewed the payments and checks and is confident that no funds belonging to KPC were used or misappropriated during this exchange. Considering JSI's full disclosure and otherwise satisfactory performance as our management company, the KPC Board does not see value in changing management companies at the current time.

The former president claims these payments were for employment-related services. However, no W-2 or 1099 was issued by Joshua Systems, and Mr. Fine asserts she was not employed by him. Instead, he alleges that she demanded payments in exchange for preserving JSI's contract with KPC; if true, these allegations could rise to the level of extortion.

Retaliatory Actions by Former Board President Mary Dolbashian

Subsequent to March 3, 2025, former president Mary Dolbashian initiated a series of retaliatory actions initially targeting management and then the Board. These include but are not limited to:

- Posts on the KenwoodPlacesMedia Facebook page, which she administers and is not condoned or supported by the Association
- Calls to the Montgomery County Police Department

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- Complaints to the Department of Permitting Services
- Mass emails to residents and owners
- Filings with the Commission on Common Ownership Communities (CCOC)

The practical result of these actions has been the reduced ability of the Board to fulfill its duties and a reduction in service provided to unit owners. There has been no appreciable positive result.

As discussed, reviewed and approved by the Executive Meeting held on September 25, 2025, in consultation with Lega Counsel. Then being ratified at the Open Board of Directors meeting same evening.

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KENWOOD PLACE CONDOMINIUM

DISCLOSURE OF MATTERS OF CONCERN REGARDING GOVERNANCE

October 2025

In the interests of transparency and accountability, the Board of Directors of Kenwood Place Condominium hereby issues the following disclosure statement to its unit owners and members regarding the following matters of concern to the Association.

Compromise of the 2024 election for the Board of Directors

On June 24, 2025, former president Mary Dolbashian filed a complaint with the CCOC alleging "proxy irregularities" in the October 2024 election. She supplied photocopies of 74 intact Directed Proxies; *i.e.*, Directed Proxies that had not yet been severed from the ballots, inappropriately revealing how each of those members of the Association voted.

The proxy irregularity allegation was based on five of those Directed Proxies for which she was the designated proxyholder. Ms. Dolbashian provided statements dated July 6 and 8, 2025, from the owners of each of those five units asserting that they did not vote for Linda Egerton, although Linda Egerton's name had been checked on their ballot.

Intact Directed Proxies and ballots, in sealed envelopes, were deposited into locked ballot boxes maintained in the lobby prior to the election. Each evening, the ballot boxes were removed and stored behind the Front Desk. The former president had access to the Front Desk. As those who conducted the election and the three election observers attested, all the Directed Proxies were severed from the ballots immediately upon tabulation at the election.

KPC infers that former president Mary Dolbashian accessed 74 of them prior to the election and, at the very least, photocopied them for her own purposes. The photocopies were made on the Front Desk copy machine as evidenced by a smudge in the same place on each page that matches a characteristic smudge on all copies made at the Front Desk.

The evidence suggests that former president Mary Dolbashian compromised the security and integrity of the 2024 election, is maintaining records of how unit owners vote, and violated the privacy of KPC voters. Additionally, she has refused to turn these materials over to management in violation of the cease-and-desist letter from the Association's counsel dated April 5, 2025.

On September 27, 2025, an owner who obtained a copy of their ballot and Directed Proxy as filed with the CCOC by the former president came forward and advised that they did not vote for Mary Dolbashian in the 2024 election, yet Ms. Dolbashian's name is checked off on their ballot.

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At this time, the KPC Board suggests that all unit owners examine the intact ballot and Directed Proxy they cast in October 2024 to ascertain if it is a true reflection of how they voted. We can provide you with the copy that Ms. Dolbashian attached to the complaint that she filed with the CCOC.

Refusal to comply with cease-and-desist letter

On April 5, 2025, attorney L. Mark Winston served former president Mary Dolbashian with a letter on behalf of KPC instructing her to cease-and-desist and to regain property belonging to KPC, among other requests (copy attached). Because Ms. Dolbashian failed to honor the requests, on August 11, 2025, a notice to convene a Dispute Resolution Hearing for August 28, 2025, was sent to her by KPC. This notice sets forth the details of some of the disputes the Association has with the former president, including violations of the cease-and-desist since April 5, and is attached for reference. That hearing was canceled due to a stay that was triggered by the filing of a complaint with the CCOC by the former president against the Association.

The former president continues to this day to refuse to honor the requests set forth in the cease-and-desist letter and the additional requests in the letter notifying her of a dispute resolution hearing.

Falsified independent contractor agreement

In early 2024, Mary Dolbashian, acting in her role as KPC Board member, engaged Rigoberto Zavala as an independent painting contractor, and he was compensated accordingly by KPC. Ms. Dolbashian emailed Mr. Zavala an independent contractor agreement, which he did not complete. Separately, KPC manager Mark Fine requested that Mr. Zavala fill out an information sheet to retain his contact details.

After several months, Ms. Dolbashian—then serving as president—terminated Mr. Zavala's engagement. When management later received notice from the Maryland Division of Unemployment Insurance that Mr. Zavala had filed a claim, Ms. Dolbashian indicated she would handle the response. At that time, management was unable to locate Mr. Zavala's employment file.

Ms. Dolbashian submitted the requested documentation to the Division of Unemployment Insurance. When the file resurfaced in management's office, it contained an independent contractor agreement bearing a signature that did not match Mr. Zavala's known endorsements on paychecks. Instead, the signature precisely imaged the handwriting on the previously completed information sheet. The agreement was marked as witnessed by Ms. Dolbashian. These appeared to the KPC Board to be inconsistent and raised concern.

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Despite having been removed from her role as president, Ms. Dolbashian attended the unemployment hearing on the Association's behalf, even though management had assumed responsibility for the matter.

Mr. Zavala subsequently submitted a signed statement asserting that he never completed the independent contractor agreement and that Ms. Dolbashian did not witness any signature. Ms. Dolbashian later claimed the form she sent had been pre-signed; however, the PDF attached to her email did not reflect a pre-signed document.

This matter has been referred to the appropriate legal authorities for investigation.

Unauthorized Employment Action

In 2024, Kenwood Place hired an electrician. The hiring process was facilitated by Mary Dolbashian, then president of the Board of Directors. Following the hire, Treasurer Yonald Chery requested verification of the electrician's employment documentation, including the I-9 form and valid identification.

Upon reviewing the file assembled by Ms. Dolbashian, Mr. Chery noted that the photocopy of the electrician's visa appeared redacted. He contacted the electrician directly to obtain unaltered documentation. The electrician provided a complete copy of his visa, which confirmed his A-2 diplomatic status—permitting employment only with his sponsoring embassy. This restriction was verified by legal counsel. The matter was discussed, and Ms. Dolbashian acknowledged the hiring had been a mistake. The electrician was compensated for his time and subsequently released from his position.

Several months later, without consulting or obtaining approval from the Board, Ms. Dolbashian rehired the same electrician. This action came to light when she instructed Mark Fine to pay the electrician through JSI funds, with the understanding that the Association would reimburse the expense. Mr. Fine alerted the Treasurer, noting that neither management nor the Board had authorized this arrangement.

When confronted, Ms. Dolbashian stated she believed that paying the electrician through an LLC would circumvent the employment restriction. She was again informed that the electrician's visa status prohibited him from working for any entity other than his sponsoring embassy.

This incident constitutes unauthorized self-management, a breach of fiduciary duty, and a violation of federal employment law. It exposed Kenwood Place, the employee, and JSI to significant legal and operational risk.

The matter has been referred to appropriate legal authorities for investigation.

Case 2025-016, CE-1 Entered 11/6/2025 1:36 PM

Evidence of self-management and suspected improper use of KPC debit card during 2024 apparently continuing through 2025

Since the September 8, 2025, disclosure that former KPC president, Ms. Dolbashian, was inappropriately receiving compensation from a vendor, the Treasurer has been working to conduct internal review to look for any potential misdirection of KPC funds. Treasurer started reviewing all transactions from our bank accounts, starting first with debits from our operating accounts for 2025, comprised of:

- Primary checking account (used to receive assessments and pay bills)
- "Secondary' checking account (used to receive unit owners' payments of fees and fines paid via Building Link)

While reviewing all transactions in 2025 in this secondary checking account, 33 debit transactions for what appear to be (online) purchases from Amazon, eBay, Whole Foods, and other vendors were found. Treasurer asked management if we had access to these accounts and if we saw details associated with all these expenses. Treasurer was informed that management did not have access to either the associated debit card or these online accounts and (to the best of his knowledge) management had **not** made most (if any) of these purchases.

Background:

In early 2024, the Treasurer was unavailable to initially create these new bank accounts and was thankful our former president, Ms. Mary Dolbashian, and other signatories for KPC were able to do so while he was away. KPC was in transition from our prior financial management company, EJF, and the bank they selected, NCB, to new accounts with Wells Fargo. At that time, Wells Fargo Bank issued a debit card for the secondary checking account in Ms. Dolbashian's name; a routine event when opening accounts.

However, soon thereafter, anomalies in the use of the debit card began to occur. Specifically, online purchases were being made that were unrecognized by management. The only person with access and control of the debit card at that time was Ms. Dolbashian. When asked about who made all these transactions, Ms. Dolbashian stated she was making purchases at the request of or to assist management. Management responded that Ms. Dolbashian would make purchases and subsequently inform him, not the other way around. In addition, receipts for some of these purchases were apparently not submitted to management.

The Treasurer observed that Ms. Dolbashian was making and paying for purchases with no intervening oversight regarding disbursement of funds.

Similarly, regarding the 2025 bank statements and debits, the KPC Treasurer had no receipts to review associated with these 2025 on-line purchase transactions. These transactions were not made by management. The Board asked Ms. Dolbashian about

Case 2026 016, CE-1 compiled 1/16/2025 1:36 PM

these issues at the open Board meeting on September 25, 2025. Ms. Dolbashian claimed that she had no knowledge of or information about the transactions questioned.

Because management has been following KPC financial controls process for other vendors (*i.e.*, submitting receipts and asking for checks to be signed), it would be highly irregular for management to not submit receipts for these online purchases if they had access to them.

The Board has reason to believe that the KPC Amazon account uses the old KPC manager's email account (kenwoodplaceosm@gmail.com) over which Ms. Dolbashian (even after a cease-and-desist letter) refuses to return control to management. This email address contains significant confidential communications with unit owners, vendors, and other entities that need to be safeguarded by management. Additionally, lack of access to this email account prevents KPC from validating what was purchased and where it went.

The Treasurer (again) publicly confronted Ms. Dolbashian during the September 25, 2025, open Board meeting to rescind control of this email account to which she either deflected or otherwise refused to acknowledge and comply. Without this account, we may have numerous unresolved expenses that could be flagged in an audit. The Treasurer's goal is to account for every penny and prevent that.

After the Board meeting, Ms. Dolbashian sent the Treasurer screenshots of what looked like an Amazon account with a few purchases coming here to Kenwood Place in what appear to be c/o other staff here. The Treasurer's reply was to ask which email(s) are currently associated with this Amazon account. Ms. Dolbashian has not replied. Management continues to claim that they do not have access to this account.

When Ms. Dolbashian was removed as president, she was asked to surrender all financial information and access to board information and accounts to management. The screenshots Ms. Dolbashian sent to the Treasurer appear to support the conclusion that she has direct access to the Amazon account and refuses to surrender it.

Refusal to honor the Code of Ethics and Rules of Conduct

All the foregoing actions violate the Code of Conduct and Code of Ethics that Mary Dolbashian and all other Board members signed.

On June 28, 2024, Mary Dolbashian signed a Code of Ethics and Rules of Conduct for Volunteer Board Members, Officers, and Committee Members. A copy is attached for reference. Ms. Dolbashian has violated the Code on several occasions. Violations include but are not limited to (1) interference with the performance of the duties of employees and management (*e.g.*, calling the Department of Permitting Services, *etc.*), (2) promising something of value (*e.g.*, a management contract, *etc.*) not approved by the Board to a contractor, (3) making personal attacks against officers, members, and directors, (4) using her position to benefit herself financially (*e.g.*, the management

Case 2025-016, CE1 compiled 11/6/2025 1:36 PM

contract, *etc.*), (5) failure to disclose a potential conflict of interest (*e.g.,* the management contract), (6) using her position as a Board member for private gain (*e.g.,* the management contract, *etc.*), (7) accepting money from a person or firm who is seeking a contract, business, or financial relations with KPC (*e.g*., the management contract and any other contract of which the Board is presently unaware), (8) receiving compensation from a third party for acting in such capacity (*e.g.,* the management contract and any other contract of which the Board is presently unaware), (9) engaging in defamatory writing, publishing, or speech-making (*e.g*., Facebook posts on the former president's WestbardMediaGroup page, *etc*.), (10) misrepresenting facts to the residents for the purpose of advancing a personal cause or influencing the outcome of an election (*e.g.,* Facebook and any other social media posts of which the Board is presently unaware; tampering with ballots and Directed Proxies in the 2024 election and any previous elections of which the Board is presently unaware, *etc*.), (11) interfering with a contractor implementing a contract (*e.g.,* calls to the Department of Permitting, *etc*.), (12) interfering with the system of management, (13) interfering with the duties of any staff member or contractor working on behalf of KPC (*e.g*., calls to the Department of Permitting and in-person threats made from her window), (14) harassing, threatening, and attempting through any means to control or instill fear in a member of the staff or management (*e.g*., Facebook postings, in-person threats, and body-shaming management (Lindsay), *etc.*), and (15) misrepresenting facts to the community for the sole purpose of advancing a personal cause, influencing the outcome of an election, or influencing the community to place pressure on the Board to advance a Board member's personal case (*e.g.*, September 29, 2025, email making false assertions and alarmist misrepresentations of the state of financial accounts and transactions at KPC).

The Code and Rules provide the following remedy: "All parties agree that if they are found to have violated any of the provisions of this Code listed above, they will abide by the findings of the Board. Such a finding could include disciplinary action up to and including removal from the Board of Directors or Committee. All parties also agree that they waive the actions of Section 4.5 of Article IV of the Bylaws." Mary Dolbashian was censured by the Board and has been asked to resign at two different closed meetings.

Despite having signed the Association's Code and Rules, the former president continues to violate them and has refused to resign from the Board as previously agreed. Her noncompliance has compelled the Board to spend approximately $40,000 on legal fees to enforce adherence to our governing documents and applicable state laws. Her continued volunteer involvement diverts critical time and resources away from the essential governance of the Association's property, finances, and personnel.

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KENWOOD PLACE CONDOMINIUM

DISCLOSURE STATEMENT REGARDING PAYMENTS RECEIVED BY FORMER PRESIDENT MARY DOLBASHIAN FROM JOSHUA SYSTEMS

OCTOBER 2025

In the interests of transparency and accountability, the Board of Directors of Kenwood Place Condominium hereby issues the following disclosure statement to its unit owners and members regarding the following matters of concern to the Association.

Payments received by former president Mary Dolbashian from Joshua Systems

Between January 2024 and March 2025, former Board president Mary Dolbashian received monthly payments totaling $16,750 from Joshua Systems. Mark Fine serves as an officer of both Joshua Systems and JSI Management, LLC, KPC's contracted management company.

KPC entered into a management agreement with JSI on January 10, 2024, for $99,996. That same month, the former president began receiving $1,000 monthly payments from Joshua Systems. In September 2024, following an amendment increasing the contract to $135,000, her payments rose to $1,250. These payments were never disclosed to the Board, never approved in any meeting, and directly violate the prohibition against directors receiving compensation for their service. The final payment was made on or around March 3, 2025.

KPC has reviewed the payments and checks and is confident that no funds belonging to KPC were used or misappropriated during this exchange. Considering JSI's full disclosure and otherwise satisfactory performance as our management company, the KPC Board does not see value in changing management companies at the current time.

The former president claims these payments were for employment-related services. However, no W-2 or 1099 was issued by Joshua Systems, and Mr. Fine asserts she was not employed by him. Instead, he alleges that she demanded payments in exchange for preserving JSI's contract with KPC; if true, these allegations could rise to the level of extortion.

Retaliatory Actions by Former Board President Mary Dolbashian

Subsequent to March 3, 2025, former president Mary Dolbashian initiated a series of retaliatory actions initially targeting management and then the Board. These include but are not limited to:

- Posts on the KenwoodPlacesMedia Facebook page, which she administers and is not condoned or supported by the Association
- Calls to the Montgomery County Police Department

Case 20-5076, CE-1 comment 11/6/2025 1:36 PM

- Complaints to the Department of Permitting Services
- Mass emails to residents and owners
- Filings with the Commission on Common Ownership Communities (CCOC)

The practical result of these actions has been the reduced ability of the Board to fulfill its duties and a reduction in service provided to unit owners. There has been no appreciable positive result.

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KENWOOD PLACE CONDOMINIUM

DISCLOSURE OF MATTERS OF CONCERN REGARDING GOVERNANCE

October 2025

In the interests of transparency and accountability, the Board of Directors of Kenwood Place Condominium hereby issues the following disclosure statement to its unit owners and members regarding the following matters of concern to the Association.

Compromise of the 2024 election for the Board of Directors

On June 24, 2025, former president Mary Dolbashian filed a complaint with the CCOC alleging "proxy irregularities" in the October 2024 election. She supplied photocopies of 74 intact Directed Proxies; *i.e.*, Directed Proxies that had not yet been severed from the ballots, inappropriately revealing how each of those members of the Association voted.

The proxy irregularity allegation was based on five of those Directed Proxies for which she was the designated proxyholder. Ms. Dolbashian provided statements dated July 6 and 8, 2025, from the owners of each of those five units asserting that they did not vote for Linda Egerton, although Linda Egerton's name had been checked on their ballot.

Intact Directed Proxies and ballots, in sealed envelopes, were deposited into locked ballot boxes maintained in the lobby prior to the election. Each evening, the ballot boxes were removed and stored behind the Front Desk. The former president had access to the Front Desk. As those who conducted the election and the three election observers attested, all the Directed Proxies were severed from the ballots immediately upon tabulation at the election.

KPC infers that former president Mary Dolbashian accessed 74 of them prior to the election and, at the very least, photocopied them for her own purposes. The photocopies were made on the Front Desk copy machine as evidenced by a smudge in the same place on each page that matches a characteristic smudge on all copies made at the Front Desk.

The evidence suggests that former president Mary Dolbashian compromised the security and integrity of the 2024 election, is maintaining records of how unit owners vote, and violated the privacy of KPC voters. Additionally, she has refused to turn these materials over to management in violation of the cease-and-desist letter from the Association's counsel dated April 5, 2025.

On September 27, 2025, an owner who obtained a copy of their ballot and Directed Proxy as filed with the CCOC by the former president came forward and advised that they did not vote for Mary Dolbashian in the 2024 election, yet Ms. Dolbashian's name is checked off on their ballot.

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At this time, the KPC Board suggests that all unit owners examine the intact ballot and Directed Proxy they cast in October 2024 to ascertain if it is a true reflection of how they voted. We can provide you with the copy that Ms. Dolbashian attached to the complaint that she filed with the CCOC.

Refusal to comply with cease-and-desist letter

On April 5, 2025, attorney L. Mark Winston served former president Mary Dolbashian with a letter on behalf of KPC instructing her to cease-and-desist and to regain property belonging to KPC, among other requests (copy attached). Because Ms. Dolbashian failed to honor the requests, on August 11, 2025, a notice to convene a Dispute Resolution Hearing for August 28, 2025, was sent to her by KPC. This notice sets forth the details of some of the disputes the Association has with the former president, including violations of the cease-and-desist since April 5, and is attached for reference. That hearing was canceled due to a stay that was triggered by the filing of a complaint with the CCOC by the former president against the Association.

The former president continues to this day to refuse to honor the requests set forth in the cease-and-desist letter and the additional requests in the letter notifying her of a dispute resolution hearing.

Falsified independent contractor agreement

In early 2024, Mary Dolbashian, acting in her role as KPC Board member, engaged Rigoberto Zavala as an independent painting contractor, and he was compensated accordingly by KPC. Ms. Dolbashian emailed Mr. Zavala an independent contractor agreement, which he did not complete. Separately, KPC manager Mark Fine requested that Mr. Zavala fill out an information sheet to retain his contact details.

After several months, Ms. Dolbashian—then serving as president—terminated Mr. Zavala's engagement. When management later received notice from the Maryland Division of Unemployment Insurance that Mr. Zavala had filed a claim, Ms. Dolbashian indicated she would handle the response. At that time, management was unable to locate Mr. Zavala's employment file.

Ms. Dolbashian submitted the requested documentation to the Division of Unemployment Insurance. When the file resurfaced in management's office, it contained an independent contractor agreement bearing a signature that did not match Mr. Zavala's known endorsements on paychecks. Instead, the signature precisely imaged the handwriting on the previously completed information sheet. The agreement was marked as witnessed by Ms. Dolbashian. These appeared to the KPC Board to be inconsistent and raised concern.

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Despite having been removed from her role as president, Ms. Dolbashian attended the unemployment hearing on the Association's behalf, even though management had assumed responsibility for the matter.

Mr. Zavala subsequently submitted a signed statement asserting that he never completed the independent contractor agreement and that Ms. Dolbashian did not witness any signature. Ms. Dolbashian later claimed the form she sent had been pre-signed; however, the PDF attached to her email did not reflect a pre-signed document.

This matter has been referred to the appropriate legal authorities for investigation.

Unauthorized Employment Action

In 2024, Kenwood Place hired an electrician. The hiring process was facilitated by Mary Dolbashian, then president of the Board of Directors. Following the hire, Treasurer Yonald Chery requested verification of the electrician's employment documentation, including the I-9 form and valid identification.

Upon reviewing the file assembled by Ms. Dolbashian, Mr. Chery noted that the photocopy of the electrician's visa appeared redacted. He contacted the electrician directly to obtain unaltered documentation. The electrician provided a complete copy of his visa, which confirmed his A-2 diplomatic status—permitting employment only with his sponsoring embassy. This restriction was verified by legal counsel. The matter was discussed, and Ms. Dolbashian acknowledged the hiring had been a mistake. The electrician was compensated for his time and subsequently released from his position.

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When confronted, Ms. Dolbashian stated she believed that paying the electrician through an LLC would circumvent the employment restriction. She was again informed that the electrician's visa status prohibited him from working for any entity other than his sponsoring embassy.

This incident constitutes unauthorized self-management, a breach of fiduciary duty, and a violation of federal employment law. It exposed Kenwood Place, the employee, and JSI to significant legal and operational risk.

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Evidence of self-management and suspected improper use of KPC debit card during 2024 apparently continuing through 2025

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Similarly, regarding the 2025 bank statements and debits, the KPC Treasurer had no receipts to review associated with these 2025 on-line purchase transactions. These transactions were not made by management. The Board asked Ms. Dolbashian about these issues at the open Board meeting on September 25, 2025. Ms. Dolbashian claimed that she had no knowledge of or information about the transactions questioned.

Case 2025 0?6 CE1 Filed 11/6/2025 1:36 PM

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The Treasurer (again) publicly confronted Ms. Dolbashian during the September 25, 2025, open Board meeting to rescind control of this email account to which she either deflected or otherwise refused to acknowledge and comply. Without this account, we may have numerous unresolved expenses that could be flagged in an audit. The Treasurer's goal is to account for every penny and prevent that.

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When Ms. Dolbashian was removed as president, she was asked to surrender all financial information and access to board information and accounts to management. The attached screenshots appear to support the conclusion that Ms. Dolbashian has direct access to the Amazon account and refuses to surrender it.

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All the foregoing actions violate the Code of Conduct and Code of Ethics that Mary Dolbashian and all other Board members signed.

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contract, business, or financial relations with KPC (*e.g.*, the management contract and any other contract of which the Board is presently unaware), (8) receiving compensation from a third party for acting in such capacity (*e.g.,* the management contract and any other contract of which the Board is presently unaware), (9) engaging in defamatory writing, publishing, or speech-making (*e.g.*, Facebook posts on the former president's WestbardMediaGroup page, *etc.*), (10) misrepresenting facts to the residents for the purpose of advancing a personal cause or influencing the outcome of an election (*e.g.,* Facebook and any other social media posts of which the Board is presently unaware; tampering with ballots and Directed Proxies in the 2024 election and any previous elections of which the Board is presently unaware, *etc.*), (11) interfering with a contractor implementing a contract (*e.g.,* calls to the Department of Permitting, *etc.*), (12) interfering with the system of management, (13) interfering with the duties of any staff member or contractor working on behalf of KPC (*e.g.*, calls to the Department of Permitting and in-person threats made from her window), (14) harassing, threatening, and attempting through any means to control or instill fear in a member of the staff or management (*e.g.*, Facebook postings, in-person threats, and body-shaming management (Lindsay), *etc.*), and (15) misrepresenting facts to the community for the sole purpose of advancing a personal cause, influencing the outcome of an election, or influencing the community to place pressure on the Board to advance a Board member's personal case (*e.g.*, September 29, 2025, email making false assertions and alarmist misrepresentations of the state of financial accounts and transactions at KPC).

The Code and Rules provide the following remedy: "All parties agree that if they are found to have violated any of the provisions of this Code listed above, they will abide by the findings of the Board. Such a finding could include disciplinary action up to and including removal from the Board of Directors or Committee. All parties also agree that they waive the actions of Section 4.5 of Article IV of the Bylaws." Mary Dolbashian was censured by the Board and has been asked to resign at two different closed meetings.

Despite having signed the Association's Code and Rules, the former president continues to violate them and has refused to resign from the Board as previously agreed. Her noncompliance has compelled the Board to spend approximately $40,000 on legal fees to enforce adherence to our governing documents and applicable state laws. Her continued volunteer involvement diverts critical time and resources away from the essential governance of the Association's property, finances, and personnel.

Disclosure of this information was discussed and approved at the Closed Board Meeting held on September 25, 2025, in consultation with Legal Counsel. It was then ratified at the Open Board of Directors meeting that same evening.

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BEFORE THE
COMMISSION ON COMMON OWNERSHIP COMMUNITIES
MONTGOMERY COUNTY, MARYLAND

MARY DOLBASHIAN	)	
	)	
Complainant,	)	
	)	
v.	)	**Case No.: 2025-076**
	)	
COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM	)	
	)	
Respondent.	)	

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

ORDER DENYING MOTION TO LIFT STAY

This matter comes before a lift stay panel of the Commission on Common Ownership Communities (the "Commission") pursuant to a motion filed under Section 10B-9A of the Montgomery County Code to lift the automatic stay mandated by Section 10B-9(e) of the Code.

Upon consideration of Respondent's Motion to Lift Stay ("Motion") and any opposition thereto, it is, this 9th day of September, 2025, by the Commission on Common Ownership Communities, hereby:

ORDERED, that Respondent's Motion is **DENIED**; and it is further

ORDERED, that the Respondent may continue conducting meetings in the normal course of business, excluding discussions or actions related to the subject matter of the complaint.

Commissioners Maureen Freeman and Stephen Kraskin concur with this order.

/s/ Mashawn Hall
Mashawn Hall, Panel Chair
Lift Stay Panel

BEFORE THE MONTGOMERY COUNTY
COMMISSION ON COMMON OWNERSHIP COMMUNITIES

MARY DOLBASHIAN

Complainant

v.

KENWOOD PLACE CONDOMINIUM

Respondent

CASE NO.: 2025-076

****

RESPONSE TO NOTICE OF VIOLATION OF STAY

Comes now Respondent Kenwood Place Condominium ("Condominium"), by and through its undersigned attorney, and hereby files this Response, and for cause states:

On or about October 20, 2025, Complainant filed a Notice of Violation of Stay in the instant case.

The sole factual allegation contained therein is that the Association notified its owners of the instant case.

The Stay requires that the "association may not take any action to enforce or implement the disputed decision(s)."

Notifying its owners of the existence of a case and the status thereof is a proper board function. Nothing in any of Complainant's filings suggests that the Association has attempted to "enforce or implement" any "disputed decision."

WHEREFORE, having fully answered, Respondent respectfully requests that the Commission dismiss or deny the Notice of Violation of Stay.

/s/ Brian R. Fellner
Brian R. Fellner
Fellner Legal Services, LLC

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485 Ritchie Highway, #203-D
Severna Park, MD 21146
bfellner@flslawyer.com
(443) 906-0117
Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this October 30, 2025, a true copy of the foregoing was served by e-service or first-class mail, as appropriate, on:

Commission
Complainant

_____/s/_____
Brian R. Fellner

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Closed Board Meeting Agenda

July 28, 2025 5:00 P.M.

Via Zoom **

Closed Session 5:00

- **Dispute Resolution Hearing based on letter of August 11, 2025 §109.1.4 (vii) and possibly (iv)**

**Notice is hereby given that portions of this meeting may be closed under the§ 11-109.1, Maryland Condominium Act (MCA), for the purposes of discussions involving:
(i) Discussion of matters pertaining to employees and personnel.
(ii) Protection of the privacy or reputation of individuals in matters not related to the homeowner's association's business.
(iii) Consultation with legal counsel on legal matters.
(iv) Consultation with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters.
(v) Investigative proceedings concerning possible or actual criminal misconduct.
(vi) Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests of the homeowner's association.
(vii) Compliance with a specific constitutional, statutory, or judicially imposed requirement protecting particular proceedings or matters from public disclosure.
(viii) Discussion of individual owner assessment accounts.**

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Open Board Meeting Agenda

August 28, 2025 7:00 P.M.

Via Zoom

Register in advance for this meeting:

click here to register or join meeting

https://zoom.us/meeting/register/tJAscuCtrTIuHNfpMMCNfsVnbVjSIH9uub4D

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1. Call to Order (establishment of Quorum)
2. Introduction of Board Members
3. Approval of Agenda
4. Reading and Approval of prior meeting minutes
   A. Executive Committee June 2025
   B. Board Meeting June 2025
5. Treasurers Report (sent under separate cover to Board)
   A. Financials for June 2025

- Balance Sheet June 2025
- Cash in Wells Fargo $141,337.94
- Reserves at Morgan Stanley $2,544,837.76
- Total Assets $3,508,458.77
- Income / Expense (P&L)
- Income $178,719.80 YTD $1,258,222.14
- Operational Expenses $314,337.02 YTD $1,610,331.17
- Net income $-216,491.81**
- **during th month of July, 2 payments (expenses) were paid out of the Operating Account, 1 was to pay the final balance on the pool renovations for $40,000.00 and the 2 was for the second and final payment to USI ($123,599.26) and Travelers Insu, for the Workman's Comp. Insu. $3,355.00 subtracting these large payments, net income would have been $31,337.04.
  - Board Ratification of Financial Report and JULY bills paid

6. Managers' Report (attached)

   - Solar and Roof/Gutter Project
   - EYA/Regency/Delmarva
   - CCOC complaint
   - Exit 5 update
   -

7. **Committee Reports**

   A. **Finance Committee**
   B. **Building and Infrastructure Committee**
   C. **Social Committee**

9. **Old Business**

10. **New Business**

11. **Open Forum**

****Homeowners are permitted to speak during the "open forum" portion of the meeting for up to 3 minutes per home. All participants (Board Members) WILL wait to be acknowledged before speaking, with no exceptions.**

12. **Closed BOD session, if needed**

Next BOD meetings:

September 11 th, 2025
September 25 th, 2025

Case 2025-076, CE1 compiled 11/6/2025:1:36 PM

Bylaws
Kenwood Place Condominiums

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STATE OF MARYLAND
COUNTY OF MONTGOMERY

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AMENDMENT TO THE BYLAWS FOR THE
COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM

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WHEREAS, Kenwood Place Associates, a Wisconsin Limited Partnership, filed a Declaration and Master Lease for Kenwood Place Condominium (hereinafter referred to as the "Declaration"), dated May 6, 1981, and recorded at Liber 5696, Folio 663, et seq., Montgomery County, Maryland, Land Records; as amended by Amendment to Declaration and Master Lease dated June 5, 1981, and recorded among the Land Records of Montgomery County, Maryland, at Liber 5716, Folio 302; and

WHEREAS, under Section 11-109 of the Maryland Condominium Act (Annotated Code of Maryland, Real Property Article, Title 11), (hereinafter referred to as the "Act"), the affairs of the Condominium are governed by the Council of Unit Owners, which is comprised of all unit owners at Kenwood Place Condominium; and

WHEREAS, under Section 10 of the Declaration and Article III of the Bylaws of the Council of Unit Owners of Kenwood Place Condominium recorded with the aforesaid Declaration, the administration of the Condominium is given to the Council of Unit Owners; and

WHEREAS, the Bylaws of the Council of Unit Owners of Kenwood Place Condominium may be amended by the affirmative vote of unit owners holding sixty-six and two-thirds percent (66 2/3%) or more of the percentage interests in the Condominium; and

WHEREAS, unit owners holding more than sixty-six and two-thirds percent (66 2/3%) of the percentage interests in the Condominium have, by affirmative vote, approved this Amendment to the Bylaws of the Council of Unit Owners of Kenwood Place Condominium; and

WHEREAS, this Amendment does not affect the rights of any mortgage holder under any existing mortgage, security deed or related document; provided, however, in the event a court of competent jurisdiction determines that any provision of this Amendment affects the rights of mortgagees of units, then such particular provision shall not be binding on the mortgagee so involved, unless said mortgagee consents to that particular provision; and if such consent is not forthcoming, then, the provision of the Bylaws, effective prior to this Amendment, shall control in respect to the affected mortgagee.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6384, p. 0759, MSA_CE63_6342. Date available 05/22/2025. Printed

NOW, THEREFORE, pursuant to Section 11-104 of the Act and in accordance with the Bylaws for the Council of Unit Owners of Kenwood Place Condominium, the Bylaws for the Council of Unit Owners of Kenwood Place Condominium are hereby amended by striking those Bylaws in their entirety and substituting therefore the following:

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Case 2025-076, CE1 compiled 11/6/2025 1:36 P

LIBER 6384 FOLIO 760

BYLAWS

COUNCIL OF UNIT OWNERS OF

KENWOOD PLACE

CONDOMINIUM

****

This copy of the Bylaws contains the amendments and renumberings which were approved by the Council of Unit Owners on October 24, 1983.

October 24, 1983

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6384, p. 0761, MSA_CE63_6342. Date available 06/22/2005. Printed 11/6/2025:1:36 PM
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BYLAWS

COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM

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BYLAWS

COUNCIL OF UNIT OWNERS OF

KENWOOD PLACE

CONDOMINIUM

ARTICLE I
Definitions

1.01. Incorporation of Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration or, if not defined therein, the meanings specified for such terms in the Condominium Act.

ARTICLE II
Plan of Unit Ownership

2.01. Recordation. The Property, located in Montgomery County, State of Maryland, and more particularly described in the Declaration, has been submitted to the provisions of the Condominium Act by recordation simultaneously herewith of the Declaration among the land records of Montgomery County, State of Maryland. The Act and the Declaration are hereby incorporated herein by reference.

2.02. Compliance. Every Unit Owner and all those entitled to occupy a Unit shall comply with these Bylaws. The administration and management of the Condominium and the actions of the Unit Owners and the Council of Unit Owners and its Board of Directors and Officers shall be governed by the Bylaws. All present and future Unit Owners and their tenants, licensees, invitees, servants, agents, employees and any other Person or Persons that shall be permitted to use the Property shall be subject to the Bylaws and to the Rules and Regulations of the Council. Acquisition, rental or occupancy of any Unit shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified the Bylaws and the Rules and Regulations of the Council and will comply with them.

2.03. Title to Units. Title to a Unit may be taken in the name of one or more persons, including the Council of Unit Owners, in any manner permitted by law.

ARTICLE III
Council of Unit Owners

3.01. Name and Location. The name of the Condominium shall be "Kenwood Place Condominium." The name of the Council of Unit Owners shall be Council of Unit Owners of Kenwood Place Condominium. The principal office of the Condominium, the Council of

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Unit Owners and the Board of Directors shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors. The current mailing address of the Council of Unit Owners is 5301 Westbard Circle, Bethesda, Maryland 20816.

3.02. Composition. All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws, shall constitute the Council of Unit Owners. For all purposes the Council of Unit Owners shall act merely as an agent for the Unit Owners as a group. Any Unit Owner, upon acquiring title to his Unit, shall automatically become a member of the Council and shall remain a member thereof until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Council shall automatically cease; provided, however, that any person who holds any interest in a Unit solely as security for the performance of an obligation shall not be a member of the Council. The Council of Unit Owners is created as an unincorporated association pursuant to Section 11-109(d) of the Condominum Act.

3.03. Responsibilities. The Council of Unit Owners shall have the responsibility of administering the Property, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Property, and performing all of the other acts that may be required or permitted to be performed by the Council of Unit Owners, by the Condominium Act and the Declaration. Except as to those matters which the Condominium Act specifically requires to be performed by the vote of the Council of Unit Owners, the foregoing responsibilities shall be performed by the Board of Directors or Managing Agent as more particularly set forth in Article IV of these Bylaws.

3.04 Annual Meetings. Annual Meetings of the Council of Unit Owners shall be held on a day to be chosen by the Board of Directors, but in no event later than 30 days prior to the beginning of the fiscal year. Such day shall not occur on a Saturday, Sunday or a holiday. At such Annual Meeting, the Board of Directors shall be elected by ballot of the Unit Owners in accordance with the provisions of Section 3.12 of this Article for the terms set forth in Section 4.04 of Article IV of these By-laws.

3.05. Place of Meetings. Meetings of the Council of Unit Owners shall be held at the principal office of the Council of Unit Owners or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

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3.06. Special Meetings. It shall be the duty of the President to call a special meeting of the Council of Unit Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Unit Owners of not less than twenty-five percent (25%) of the aggregate Percentage Interests. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.07. Notice of Meetings. The Secretary shall mail or deliver to each Unit Owner a notice of each annual or special meeting of the Council of Unit Owners at least ten (10), but not more than ninety (90) days, prior to such meeting, stating the time, place and purpose thereof. The mailing of a notice of meeting in the manner provided in this Section and Section 14.01 of Article XIV of the By-laws shall be considered service of notice.

3.08. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners of fifty percent (50%) or more of the aggregate Percentage Interests shall constitute a quorum at all meetings of the Council of Unit Owners.

3.09. Adjournment of Meetings. If at any meeting of the Council of Unit Owners a quorum is not present, Unit Owners of a majority of the Percentage Interests who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours after the time the original meeting was called.

3.10(a). Order of Business. The Order of business at all annual meetings of the Council of Unit Owners shall be as follows:

1. Call to Order
2. Determination of Quorum
3. Proof of Notice
4. Reading of Minutes of Prior Meeting
5. Report of President
6. Report of Treasurer
7. Committee Reports
8. Nomination of Directors*
9. Close of Nominations of Directors*
10. Statements by Nominees*
11. Appointment of Inspectors of Election*
12. Election of Directors*
13. Report of Inspectors of Elections*
14. Unfinished Business
15. New Business
16. Adjournment of Meeting

* If appropriate.

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3.10(b). At the discretion of the President, when necessary to provide for an orderly meeting procedure, the Meeting Agenda may contain additional items of business than those set forth in the above Order of Business.

3.10(c). Upon a petition signed by owners of not less than twenty-five percent (25%) of the aggregate Percentage Interests, the Agenda for any Annual Meeting of the Council of Unit Owners shall be modified to include such additional Agenda items as shall be set forth in any such Petition. Any such Petition should be presented to the Secretary of the Council not later than twenty-one (21) days prior to the date of the Annual Meeting.

3.11. Conduct of Meeting. The President shall preside over all meetings of the Council of Unit Owners and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Council of Unit Owners. The then-current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Council of Unit Owners when not in conflict with the Declaration, these By-laws, the Condominium Act, as amended, and Chapter 54 of the Laws of Montgomery County, Maryland.

3.12. Voting. (a) Each Unit Owner shall be entitled to vote at meetings of the Council of Unit Owners on the basis of his Percentage Interest as shown on Exhibit D attached to the Declaration. All votes shall be tallied by the Secretary as provided by Section 5.06 of Article V of these By-laws, and at least two (2) assistant tellers, not agents of the Developer, to be appointed by the President.

(b) Where the ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Unit shall be the Person owning such Unit who is present. If more than one Person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate similarly executed.

(c) Wherever the approval or disapproval of a Unit Owner is required by the Condominium Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Council of Unit Owners.

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(d) Except where a greater number is required by the Act, the Declaration, or these Bylaws, a majority of the Unit Owners present in person or by proxy is required to adopt decisions at any meeting of the Council of Unit Owners.

(e) If the Developer owns or holds title to one or more Units, the Developer shall have the right at any meeting of the Council of Unit Owners to cast the votes to which such Unit or Units are entitled.

(f) No votes in the Council of Unit Owners shall be attributable to or based upon the Percentage Interest of any Unit during such time as the Unit Owner thereof is the Council of Unit Owners.

(g) No Unit Owner shall vote at any meeting of the Council of Unit Owners or be elected to or serve on the Board of Directors if (i) the Council of Unit Owners has recorded a statement of condominium liens against his Unit and the claim remains unsatisfied at the time of such meeting or election, or (ii) if such Unit Owner has not filed with the Council his name and mailing address as required by Section 11-109(c)(2) of the Condominium Act.

3.13. Proxies. A vote may be cast in person or by proxy. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein, or any adjournment thereof, shall be duly acknowledged, and must be filed with the Secretary before the appointed time of the meeting or at the meeting prior to its exercise. Such proxy shall be revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the Persons owning such Unit, by executing and filing a later dated proxy or revocation, or by appearance and voting in person. A proxy to be valid must be dated, must not purport to be revocable without notice as aforesaid, and must be duly acknowledged. No proxy hereunder in any event shall be effective for more than ninety (90) days following its issuance, unless granted to a Unit Owner's Mortgagee.

ARTICLE IV
Board of Directors

4.01. Number and Qualification. (a) The affairs of the Council of Unit Owners shall be governed by a Board of Directors.

(b) The Board of Directors shall be composed of seven (7) persons, all of whom shall be Unit Owners or spouses of Unit Owners.

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4.02. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the business of the Council of Unit Owners. The Board of Directors may take all actions except those reserved exclusively for the Council of Unit Owners by the Condominium Act, the Declaration or these By-laws. Subject to the requirements of the Condominium Act, the Declaration and these By-laws, the Board of Directors shall have the power to adopt and amend Rules and Regulations deemed necessary for the benefit and enjoyment of the Property. In addition to the duties imposed by these By-laws or by any resolution of the Council of Unit Owners that may hereafter be adopted, the Board of Directors shall on behalf of the Council of Unit Owners:

(a) Prepare an annual budget, in which there shall be established the assessments on each Unit Owner on account of Common Expenses.

(b) Make assessments against Unit Owners to defray the costs and expenses of the Property, establish the means and methods of collecting such assessments from the Unit Owners, and establish the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.

(c) Provide for the operation, care, upkeep and maintenance of all of the Property and services to Unit Owners.

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.

(e) Collect the assessments against the Unit Owners, and other monies that may be payable to the Council of Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors, and use the proceeds to carry out the administration of the Property.

(f) Open bank accounts on behalf of the Council of Unit Owners and designate the signatories thereon.

(g) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Property, and repairs to and restoration of the Property, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

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(h) Enforce by legal means the provisions of the Declaration, these By-laws and the Rules and Regulations, and act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding.

(i) Obtain and carry insurance against casualties and liabilities, as provided in the Condominium Act and Article VII of these By-laws, pay the premiums therefor, and adjust and settle any claims thereunder.

(j) Pay the cost of all authorized services rendered to the Council of Unit Owners and not billed to Unit Owners of individual Units or otherwise provided for in these By-laws.

(k) In accordance with the Condominium Act and all other applicable state and county statutes, keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration thereof, specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners, their mortgagees, and the duly authorized agents or attorneys of the Unit Owners or their mortgagees, during general business hours on working days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be audited at least once each year by an independent certified public accountant retained by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner. The cost of such audit shall be a Common Expense.

(l) Notify a Mortgagee of any default hereunder by the Unit Owner of the Unit subject to such Mortgage, in the event such default continues for a period exceeding thirty (30) days.

(m) Borrow money on behalf of the Council of Unit Owners when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Common Element; provided, however, that (i) the consent of at least two-thirds in Percentage Interest of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws shall be required to borrow any sum in excess of ten percent (10%) of the budget of the Council of Unit Owners for the current fiscal year, and (ii) no lien to secure repayment of any sum borrowed may be created on any Condominium Unit without the consent of the Unit Owner and the Mortgagee of such Condominium Unit. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this paragraph (n) is not repaid by the Council of Unit Owners, a Unit Owner who pays to the creditor such proportion thereof as his Percentage Interest bears to the total

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Percentage Interests in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's Condominium Unit.

(n) Exercise such rights as the Council of Unit Owners may have as a member of any recreation or other association.

(o) Until such time as the Landlord shall terminate such agency or designate a substitute agent(s), to act as collection agent for and on behalf of the Landlord with respect to the Ground Rents to be paid to the Landlord by Unit Owners as tenants under New Leases (as defined in Section 22 of the Lease).

(p) Do such other things and acts not inconsistent with the Condominium Act, the laws of Montgomery County, the Declaration, or these By-laws which the Board of Directors may be authorized to do by a resolution of the Council of Unit Owners.

4.03. Management Agent. The Board of Directors shall employ for the Council a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize, including but not limited to the duties listed in paragraphs (a), (c), (d), (e), (g), (h), (i), (j), (k), (l) and (p) of Section 4.02 of this Article IV. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, the powers granted to the Board of Directors by these Bylaws other than those powers set forth in paragraphs (b), (f), (n) and (o) of Section 4.02 of this Article IV. Any management contract shall contain a termination clause permitting termination, for cause, upon no more than thirty (30) days written notice by either party and without cause upon no more than ninety (90) days written notice by either party. If a management contract is terminated at any time, the Board of Directors shall employ another professional management agent, it being the intention of this Section that the Condominium shall not be self-managed but shall at all times be managed by a qualified professional management agent. For purposes of this Section 4.03, the term professional management agent shall include a qualified Resident Manager employed by the Condominium.

4.04. Election and Term of Office. At the first Annual Meeting of the Council of Unit Owners held pursuant to Article III, Section 3.05 of these Bylaws, the initial term of office of three members of the Board of Directors shall be fixed at three years, the initial term of office of three members of the Board of Directors shall be fixed at two years, and the initial term of office of one member of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each member of this initial Board of Directors, a successor shall be elected to serve for a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Council of Unit Owners.

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4.05. Removal or Resignation of Members of the Board of Directors. At any regular or special meeting duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a Majority of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Unit Owners shall be given at least seven (7) days notice of the time, place and purpose of the meeting, and shall be given an opportunity to be heard at the meeting. A member of the Board of Directors may resign at any time and shall be deemed to have resigned upon conveyance of his Unit to another.

4.06. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of a Majority of the Unit Owners as provided in the immediately preceding Section 4.05 shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member who vacated his directorship or until a successor shall be elected to serve the remainder of the term at the next annual meeting of the Council of Unit Owners.

4.07. Organization Meeting. A special meeting of the Board of Directors shall be held within ten (10) days following each annual meeting of the Council of Unit Owners.

4.08. Regular and Special Meetings. All meetings of the Board of Directors, whether regular meetings or special meetings, shall be conducted in accordance with the applicable State and County laws and regulations, including but not limited to Chapter 54 of the Laws of Montgomery County, Maryland, and with the Rules and Regulations of the Council of Owners as adopted in accordance with such statutes and as amended from time to time. A majority of the Directors shall constitute a quorum for the transaction of business and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. Copies of the minutes of all meetings as approved by the Board of Directors shall be placed at the Front Desk of the Condominium and shall be available for inspection by all Unit Owners.

4.09. Compensation. No director shall receive any compensation for acting as a director of the Council of Unit Owners.

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4.10. 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 to such action. All actions taken pursuant to this Section must be submitted for ratification at the next regular or special meeting of the Board of Directors.

4.11. Liability of the Board of Directors, Officers, Unit Owners and Council of Unit Owners. (a) The officers and members of the Board of Directors shall not be liable to the Council of Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Council of Unit Owners shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others and arising out of contracts made by the officers or the Board of Directors on behalf of the Council of Unit Owners unless any such contract shall have been made in bad faith. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Council of Unit Owners except for individual willful misconduct or bad faith.

(b) A judgment for money against the Council of Unit Owners arising out of the aforesaid indemnity in favor of the members of the Board of Directors or officers, or for damages as a result of injuries arising in connection with the Common Elements or for liabilities incurred by the Council of Unit Owners, shall be assessed against Unit Owners in proportion to the liability of each Unit Owner for Common Expenses, but no Unit Owner shall be otherwise liable on account of such judgment. Any such judgment shall be satisfied first out of the property of the Council.

(c) Every agreement made by the officers, the Board of Directors or the Managing Agent on behalf of the Council of Unit Owners shall be deemed, to the extent permitted by law, to provide that the officers, the members of the Board of Directors or the Managing Agent, as the case may be, are acting only as agents for the Council of Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited as aforesaid.

(d) The Council of Unit Owners shall not be liable for any failure of water supply or other services to be obtained by the Council of Unit Owners or paid for as a Common Expense, or for injury or damage to Person or property caused by the elements or by the Unit 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 Council of Unit Owners shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored

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upon any of the Common Elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Council of Unit Owners to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

4.12. Common or Interested Directors. Each member of the Board of Directors shall exercise his powers and duties in good faith and with a view to the interests of the Property as a whole. No contract or other transaction between the Council of Unit Owners and any corporation, firm or association (including the Developer) in which any of the directors of the Council of Unit Owners are directors or officers, or are pecuniarily or otherwise interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board of Directors authorizes, approves or ratifies such contract or transaction in good faith by an affirmative vote of a majority of disinterested directors, even if the disinterested directors constitute less than a quorum as defined in Section 4.08 of Article IV; or

(b) The fact of the common directorate or interest is disclosed or known to at least a majority of disinterested members of the Board of Directors, and said disinterested Directors approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose. Any common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction.

ARTICLE V
Officers

5.01. Designation. The principal officers of the Council of Unit Owners shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors from among its members. Any other officers may, but need not, be Unit Owners or members of the Board of Directors.

5.02. Election of Officers. The officers of the Council of Unit Owners shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

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

5.04. President. The President shall: be the chief executive officer of the Council of Unit Owners; preside at all meetings of the Council of Unit Owners and of the Board of Directors; and have all of the general powers and duties which are incident to the office of president of a corporation organized under Title 5, Subtitle 2 of the Corporations and Associations Article of the Annotated Code of Maryland, including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Council of Unit Owners.

5.05. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, 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 or by the President.

5.06. Secretary. The Secretary shall keep the minutes of all meetings of the Council of Unit Owners and of the Board of Directors and have charge of such books and papers as the Board of Directors may direct. The Secretary shall maintain a register setting forth the place to which all notices to Unit Owners and Mortgagees hereunder shall be delivered. The Secretary shall inspect and validate all proxies at meetings of the Council of Unit Owners and shall supervise the counting of votes at such meetings, and in general, shall perform all the duties incident to the office of secretary of a corporation organized under Title 5, Subtitle 2 of the Corporations and Associations Article of the Annotated Code of Maryland.

5.07. Treasurer. The Treasurer shall have the responsibility for the Council of Unit Owners' funds and securities, and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Council of Unit Owners or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; and, in general, perform all the duties incident to the office of treasurer of a corporation organized under Title 5, Subtitle 2 of the Corporation and Association Article of the Annotated Code of Maryland.

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5.08. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Council of Unit Owners for expenditures or obligations in excess of Twenty-Five Hundred Dollars ($2,500) shall be executed by any two persons designated by the Board of Directors. All such instruments for expenditures or obligations of Twenty-Five Hundred Dollars ($2,500) or less may be executed by any one person designated by the Board of Directors.

5.09. Compensation of Officers. No officer who is also a director shall receive any compensation from the Council of Unit Owners for acting as an officer.

ARTICLE VI
Operation of the Property

6.01. Determination of Common Expenses and Assessments Against Unit Owners.

(a) Fiscal Year. The fiscal year of the Council of Unit Owners shall be the calendar year unless otherwise determined by the Board of Directors.

(b) Preparation and Approval of Budget.

(1) Subject to the provisions of Section 6.01(e) of this Article VI, at least 60 days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Council of Unit Owners containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these Bylaws, or a resolution of the Council of Unit Owners and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements.

(2) At least 45 days before the beginning of each fiscal year, the Board of Directors shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the Common Expenses of the Council of Unit Owners.

(c) Assessment and Payment of Common Expenses. Subject to the provisions of Section 11.01(a) of Article XI hereof and Section 6.01(e) of this Article VI, the total amount of the estimated funds required for the operation of the Property set

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forth in the budget adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to his respective Percentage Interest. All such assessments shall be a lien against each Unit Owner's Unit as provided in Article XI, Section 11.02 of these Bylaws. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-twelfth (1/12th) of such assessment. Within 90 days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners, and to each Mortgagee so requesting, an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount accumulated in excess of the amount required for actual expenses and reserves which net excess may, if the Board of Directors deems it advisable, be either distributed to the Unit Owners according to each Unit Owner's Percentage Interest or credited according to each Unit Owner's Percentage Interest to the next monthly installments due from Unit Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable either: (1) in full with payment of the next monthly assessment due; or (2) in not more than six equal monthly installments, as the Board of Directors may determine.

(d) Reserves, Special Assessments. Subject to the provisions of Section 6.01(e) of this Article VI, the Board of Directors shall accumulate and maintain reasonable reserves for working capital, operations, contingencies, replacements and reasonable amounts with respect to the insurance "deductible" set forth in Article VII, Section 7.01(k). If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Unit Owners according to their respective Percentage Interest which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien against a Unit Owner's Unit as of the effective date as set forth in the preceding paragraph (c).

(e) Initial Assessment. (1) Notwithstanding any provision of this Section 6.01 to the contrary, when the first Board of Directors elected or designated pursuant to these Bylaws takes office it shall establish an initial budget for the operation of the Property, which budget shall be the projected budget for the Condominium from the date on which the first Unit is conveyed by the Developer to a bona fide purchaser through the following

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twelve (12) month period and continuing until the close of the fiscal year in which such twelve (12) month period terminates. Assessements shall be levied on all Unit Owners during the period covered by the initial budget in the manner set forth in subsection (c) of this Section 6.01. All budgets subsequent to the initial budget shall be instituted by the Board of Directors in the manner provided in Section 6.01(b) of these Bylaws.

(2) The Developer, as the agent of the Board of Directors, will collect from each initial Purchaser at the time of settlement on his Unit a working capital assessment equivalent to Developer's estimate of two month's assessment for such Unit under the budget which is in effect as of the close of business on the date of settlement. The Developer will deliver the funds so collected to the Board of Directors to provide working capital for the Council of Unit Owners. In addition, the Council of Unit Owners shall collect from each initial Purchaser at the time of settlement of his Unit an amount equal to one month's Ground Rent payable on such Unit, which amount shall be applied toward payment of Ground Rent in the discretion of the Council of Unit Owners.

(3) After the institution of the second budget and of each subsequent budget the Board of Directors shall promptly cause to be made an itemized accounting of the Common Expenses actually incurred and accrued for the prior fiscal period, together with a tabulation of the amounts collected pursuant to such budget and showing the net amount over or short of actual expenses incurred or accrued. Any amount accumulated in excess of the amount required for actual and accrued expenses will, at the election of the Board of Directors, be either distributed to the Unit Owners in proportion to each Unit Owner's contributions towards such expenses or credited to the next monthly installments due from such Unit Owners under the current budget. Any net shortage shall be assessed promptly against the Unit Owners in proportion to their respective contributions and shall be payable either in full with the payment of the next monthly assessment due or in not more than six (6) equal monthly installments, as the Board of Directors may determine.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined. In the event of such a failure or delay in the preparation or adoption of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the new monthly payment which shall become due sixty (60) days after such new annual or adjusted budget shall have been delivered to the Unit Owners, as set forth in paragraphs (b) and (c) of this Section.

(g) Accounts. All sums collected by the Board of Directors with respect to assessments against the Unit Owners or from any other source may be comingled into a single fund, but shall be held for each Unit Owner in accordance with his Percentage Interest.

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6.02. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 6.01 of this Article VI. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No former Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. The purchaser of the Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five (5) business days following a written request therefor to the Board of Directors or Managing Agent, and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that each Mortgagee or other purchaser of a Unit who obtains title to a Condominium Unit by virtue of foreclosure or pursuant to remedies provided in such Mortgage, or by deed or assignment in lieu of foreclosure, together with its successors and assigns ("Permitted Mortgagees") shall not be liable for, and shall take the Condominium Unit free of, any claims for unpaid assessments or charges against such Unit which accrue prior to the time such Permitted Mortgagee acquires title thereto as aforesaid. Any such unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such Permitted Mortgagee as aforesaid shall be collectible from all Unit Owners, including said Permitted Mortgagee, in proportion to their respective Percentage Interests.

6.03. Collection of Assessments. The Board of Directors or the Managing Agent, at the request of the Board of Directors, shall take prompt action to collect any assessment for Common Expenses due from any Unit Owner which remains unpaid for more than fifteen (15) days from the due date for payment thereof. Any assessment, or installment thereof, not paid when due may, at the discretion of the Board of Directors, bear interest on the principal amount only from the due date thereof until paid at a rate not to exceed the maximum lawful rate as provided in the Condominium Act.

6.04. Statement of Financial Liability. Upon written request, the Board of Directors shall provided any Unit Owner, contract purchaser or Mortgagee, at his sole expense, a written Statement of Financial Liability showing all unpaid assessments currently levied against his Unit. The Statement required hereby shall be in a form suitable for recording, shall be furnished within fifteen (15) days from the date of receipt of the request, and shall be binding on the Board of Directors and each Unit Owner.

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6.05. Payments Under the Lease. Each annual budget prepared pursuant to these Bylaws by the Board of Directors shall separately state the Grounds Rents reserved under the Lease and required to be paid to the Landlord by Unit Owners as tenants under New Leases (as defined in Section 22 of the Lease). Each Unit Owner shall pay the Ground Rents in proportion to his respective Percentage Interest, and does hereby consent to the designation of the Council of Unit Owners as the agent for collection, remittance and disbursement of payments with respect to Ground Rents in accordance with the provisions of the Lease. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Unit Owner shall pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors) one-twelfth (1/12) of the Ground Rents reserved under the Lease and required to be paid to the Landlord with respect to such Unit Owner's Unit for the current fiscal year. In the event that any monthly payment by a Unit Owner hereunder is less than the sum of such Unit Owner's assessment for Common Expenses plus the Ground Rents due with respect to the Unit Owner's Unit, amounts paid by the Unit Owner shall first be credited toward Ground Rents due with respect to such Unit Owner's Unit, and the remainder, if any, shall be credited toward such Unit Owner's assessment for Common Expenses. In the event that any Unit Owner fails to pay his proportionate share of Ground Rents under the Lease, the Council of Unit Owners may, but shall not be obligated to, pay Ground Rents on behalf of such Unit Owner, in which event amounts so paid by the Council of Unit Owners shall constitute a lien on such Unit Owner's Unit pursuant to Section 11-110 of the Condominium Act and Section 11.02 of these Bylaws. Notwithstanding any provision contained herein to the contrary, the Council of Unit Owners shall establish a separate fund for payments collected with respect to Ground Rents, and shall keep books and records of such payments in the same manner as books and records are kept by the Council of Unit Owners with respect to payments by Unit Owners with respect to Common Expenses. The Council of Unit Owners shall make its books and records with respect to Ground Rents available to Landlord at Landlord's request, and shall provide to Landlord on a monthly basis a current record of payment or non-payment of Ground Rents by Unit Owners. Notwithstanding the foregoing, each Unit Owner recognizes that the Landlord may at any time terminate the responsibilities of the Council of Unit Owners under this Section 6.05 and designate a substitute agent or agents for collection of Ground Rents.

6.06. Maintenance, Repair, Replacement and Other Common Expenses.

(a) By the Board of Directors. The Board of Directors shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of not less than sixty-six and two-thirds percent (66-2/3%) of the Board of Directors, such expense was necessitated by the negligence, misuse or neglect of a Unit

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Owner) of all of the Common Elements (including the Limited Common Elements) as defined herein or in the Declaration, whether located inside or outside of the Units, the cost of which shall be charged to all Unit Owners as a Common Expense; and with respect to the vertical fan coil units within Units, the Board of Directors shall be responsible for routine maintenance such as seasonal changing of filters, oiling of motors and cleaning of condensate drain pans; provided, however, that each Unit Owner shall perform normal maintenance on any Limited Common Elements appurtenant to his Unit and any portion of the remaining Common Elements which the Board of Directors pursuant to the Rules and Regulations has given him permission to utilize, including without limitation the items enumerated in subsection (b) hereof; provided, further, that with respect to the vertical fan coil units the Board of Directors shall not be responsible for repair or replacement of any components thereof or otherwise be responsible or liable for the maintenance of such units.

(b) By the Unit Owner.

(1) Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition, and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which from time to time may be necessary to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure to make any of the repairs required by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Board of Directors is responsible.

(2) Any Unit Owner permitted by the Board of Directors to use a specific portion of the Common Elements for storage is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner. The Board of Directors sall have no responsibility for articles stored by Unit Owners in any portion of the Common Elements.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

6.07. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements costing in excess of ten percent (10%) of the budget of the Council of Unit Owners for the current fiscal year during any period of twelve consecutive months, and the making of such

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additions, alterations or improvements shall have been approved by a Majority of the Unit Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing less than ten percent (10%) of the budget of the Council of Unit Owners for the current fiscal year may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute a Common Expense. Notwithstanding the foregoing, if, in the opinion of not less than five (5) of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owners shall be assessed therefor in such proportion as the Unit Owners shall jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

6.08. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors. No Unit Owner shall paint or alter the exterior of his Unit, including the doors and windows of the latter, nor shall any Unit Owner paint or alter the exterior of the Building, without the prior written consent of the Board of Directors. The Board of Directors shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement (by painting or otherwise) to or in such Unit Owner's Unit within forty-five (45) days after such request and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed structural addition, alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Council of Unit Owners and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Council of Unit Owners by the Board of Directors only, without however incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom. Subject to the approval of Mortgagees as required under Section 9(b) of the Declaration and Master Lease, the Board of Directors and any Unit Owner affected, any Unit may be subdivided or may be altered so as to relocate the boundaries between such Unit and any adjoining Units. The provisions of this Section 6.08 shall not apply to Units owned by the Developer until deeds of conveyance of such Units shall have been recorded. The Developer shall have the right to make such alterations or subdivisions, including the reapportionment of Percentage Interests, without the consent of the Board of Directors and the Board of Directors shall execute any such application required. All such alterations and subdivisions shall be evidenced by an amendment to the Declaration as required by Section 11-107 of the Condominium Act.

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6.09. Restrictions on Use of Units and Common Elements.

(a) Each Unit and the Common Elements shall be occupied and used as follows:

(1) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or any part thereof applicable for residential use without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste shall be committed in the Common Elements.

(2) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. Those laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion or use of the Property to be complied with shall be complied with by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a Common Expense.

(3) Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors.

(4) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units.

(5) No Unit after its initial conveyance shall be rented for transient or hotel purposes or in any event for any period less than twelve (12) months. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on a standard form of lease the terms and provisions of which have received the prior approval of the Board of Directors, and each Unit Owner shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this subparagraph shall not apply to the Developer, or to a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure, during the period of such Mortgagee's possession.

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(6) No trailers, trucks, campers or boats may be parked on the Property. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Property.

(7) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements. Any Unit Owner who keeps or maintains any pet upon any portion of the Property in violation of these Bylaws shall be deemed to have indemnified and agreed to hold the Condominium, each Unit Owner, and the Developer free and harmless from any loss, claim or liability of any character whatever arising by reason of keeping or maintaining such pet within the Condominium.

(8) The Board of Directors shall have the right from time to time to prescribe limits on the size, weight or type of vehicles using the parking facilities of the Condominium.

(9) Nothing shall be affixed to the exterior of the Building, including but not limited to, window air conditioners, television or radio antennas, or other electrical connections, except in such manner as may be approved or prescribed in writing by the Board of Directors.

(10) Each Apartment Unit Owner (a) shall have carpeting installed over at least eighty percent (80%) of the floor area, excluding the kitchen, of the Unit within thirty (30) days of occupying the Unit.

(11) No Unit Owner shall place or cause to permit to be placed on or in the public halls, stairways or other Common Elements (other than in the areas designated as storage areas) any bicycles, furniture, packages or objects of any kind. The halls and stairways shall be used for no purpose other than for normal transit.

(12) No Owner of a Commercial Unit shall use or permit the use of such Unit for any of the following purposes:

(i) manufacturing or assembly of goods;

(ii) preparation or sale of food and food products;

(iii) sale or transfer in any spiritous liquors, wines, ales or beer, or any morally offensive goods, materials, or services, as determined by the Board of Directors;

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(iv) retail or wholesale sales establishments of an offensive character inconsistent with the residential character of the Condominium, as determined by the Board of Directors.

(13) The Board of Directors may at any time limit or abolish the access to or use of the switchboard service by Commercial Unit Owners.

6.10. Rules and Regulations

(a) Rules and Regulations may be adopted freely by the Board of Directors, and without the requirement of the approval or ratification by the Council of Unit Owners as a condition to their adoption. All Rules and Regulations shall be adopted as supplements to, and not in lieu of, legally required provisions of the By-laws. Should any adopted rules or regulations contradict any provisions of the By-laws, as amended, the provisions of the By-laws shall take precedence.

(b) All Rules and Regulations proposed by the Board of Directors or by any committee appointed by the Board of Directors to act on its behalf shall be considered and adopted in acccordance with the applicable statutes and regulations of the State of Maryland and Montgomery County, Maryland, as amended.

(c) The Rules and Regulations apply to Unit Owners, Tenants, Residents, and Occupants at the time of promulgation and to subsequent owners, tenants, residents and occupants.

6.11. Sanctions. Except as otherwise provided in the Declaration, the By-laws or the Rules of the Condominium, the Board of Directors shall have the power to impose a fine or forfeiture, suspend voting privileges or otherwise discipline a Unit Owner or Resident for violation of the Declaration, the By-laws or the Rules; provided that the Board of Directors shall comply with such statutes and regulations of the State of Maryland and Montgomery County, Maryland, as shall be applicable to such actions.

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6.12. Right of Access. By acceptance of his deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, as provided by Section 11-123(e) of the Condominium Act, to the Board of Directors or the Managing Agent, or any other person authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in his Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Property or to correct any condition which violates any Mortgage; provided, however, that requests for entry, except in emergencies, are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

6.13. Utility Charges. Each Unit Owner shall pay for utilities consumed or used in his Unit which are billed directly to such Unit through separate meters. The cost of utilities serving the Common Elements and of utilities serving Units through meter systems other than separate meters for each Unit shall be Common Expenses. The costs of operation, maintenance, repair and replacement of any elevators shall be Common Expenses.

ARTICLE VII
Insurance

7.01. Authority to Purchase. Except as otherwise provided in Section 7.03 of this Article VII, all insurance policies relating to the Property shall be purchased by the Board of Directors for the use and benefit of the Council of Unit Owners, the Unit Owners, and their respective Mortgagees, as their interests may appear, which insurance shall be governed by the following provisions:

(a) The Board of Directors shall obtain a single master policy covering physical damage for the entire Property. The Board of Directors may, in its discretion, request that the insurance company issue to each Unit Owner a certificate or sub-policy specifying the portion of the master policy allocated to each Unit Owner's Condominium Unit to the extent that such certificates or sub-policies are issued by the insurance company. Each Unit Owner shall have the right to obtain at his own expense insurance covering the personal property and improvements made to his Unit and "additional living expense coverage" insuring him for the cost of emergency shelter in the event of damage rendering his Unit uninhabitable.

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(b) In addition, such master policy and any policy purchased pursuant to Section 7.02(c) of this Article VII, shall provide the following:

(1) That the insurer waives any right to claim by way of subrogation against the Council of Unit Owners, the Board of Directors, the Managing Agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;

(2) That such master policy shall not be cancelled, invalidated or suspended due to the conduct of any Unit Owner or of any member, officer or employee of the Board of Directors or the Managing Agent without a prior demand in writing that the Board of Directors or the Managing Agent cure the defect and neither shall have so cured such defect;

(3) That any "other insurance" clause contained in such master policy expressly exclude individual Unit Owners' policies from its operation;

(4) That until the expiration of thirty (30) days after the insurer gives notice in writing to any Mortgagee, such Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Unit Owner of such Unit, the other Unit Owners, the Board of Directors, or any of their agents, employees, or household members, nor cancelled for nonpayment of premiums;

(5) That such master policy may not be cancelled or modified without at least thirty (30) days prior written notice to the Board of Directors and all Mortgagees;

(6) A waiver of any right of the insurer to repair, rebuild and replace, if a decision is made pursuant to Article VIII of these Bylaws not to repair, reinstate, rebuild or restore the damage or destruction and, in such event, the insurer shall pay on the basis of replacement cost;

(7) A standard mortgagee clause in favor of each Mortgagee to the extent of the portion of the coverage of the master policy allocated to a mortgaged Unit, which clause shall provide that the loss, if any, thereunder shall be payable to such Mortgagee and the Unit Owner as their interests may appear; subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee contained in Sections 7.04 and 7.05 of this Article VII;

(8) A standard mortgagee clause acceptable to the Mortgagee, which clause shall provide that the insurance carrier shall notify the Mortgagee (or Trustee under a Deed of Trust) at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy;

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(9) The Developer shall be protected by all of the foregoing provisions as if the Developer were a Unit Owner for so long as the Developer is the owner of any Unit.

(c) All policies of insurance shall be written by companies acceptable to the Mortgagees, licensed to do business in the State of Maryland, and holding a rating of Class VI (or the equivalent) or better by Best's Insurance Reports.

(d) No insurance shall be obtained or maintained where (1) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against the Unit Owner or Mortgagee or his designee or successors in interest; (2) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Unit Owner or Mortgagee or his designee or successors in interest from collecting insurance proceeds.

(e) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees, unless otherwise required by law.

(f) Any Unit Owner who obtains individual insurance policies covering any portion of the Property, other than personal property belonging to such Unit Owner, shall be required to file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Unit Owner shall also promptly notify, in writing, the Board of Directors in the event such policy is cancelled.

(g) In the event that any insurance policy purchased by the Council provides for a "deductible," any amount required to be paid on account of such deductible shall be considered and treated as a common expense and paid in accordance with Article VI of these Bylaws except that if the recovery under the insurance is related to damage within a unit or units then the deductible shall be considered and treated as an expense to be paid by the owner of that unit or the units affected in proportion to the recovery under the insurance allotted to the unit or units.

7.02. Insurance Coverage.

(a) The Board of Directors shall obtain and maintain the following insurance:

(1) A blanket insurance policy on a 100% replacement cost basis covering all risk perils, including fire insurance with extended coverage and including the Replacement Cost and Agreed Amount Endorsements. Such insurance shall in-

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clude explosion coverage or steam boilers, including breakdown of air conditioning equipment, building service machinery and electrical equipment at a minimum of the replacement cost of the building (as determined by the Board of Directors), per accident per location, and shall include coverage for cost of demolition and increased cost of construction resulting from the operation of building laws or codes. The insurance coverage obtained by the Board of Directors shall exclude any coverage on any personal property or fixtures located within or appertaining to the exclusive use of a unit, including but not limited to any appliances, windows, drapes, carpeting, and wall coverings, and any liability coverage on a unit owner, its guests, invitees, employees or any other occupants of such unit, arising out of any and all occurrences and happenings within a unit and/or relating in any way whatsoever to said personal property and fixtures, it being understood that it is the sole responsibility of each unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors. Such insurance shall cover the interest of the Council of Unit Owners, the Board of Directors, all Unit Owners and their Mortgagees, and the Landlord, as their interests may appear. Replacement cost shall be determined annually by the Board of Directors with the assistance of the insurance company affording such coverage;

(2) workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and

(3) such other insurance as the Board of Directors may determine or as may be requested from time to time by a Majority of the Unit Owners.

(b) The insurance company shall provide to any Mortgagee so requesting it, at least thirty (30) days prior to expiration of the then current policies, a certificate or sub-policy of insurance specifying the portion of the master policy of physical damage insurance allocated to a unit on which the Mortgagee holds a mortgage, together with copies of all renewals of such master policy and all sub-policies or certificates and endorsements issued thereunder, and such proof of payment of premiums as may be requested by the Mortgagee. Prior to obtaining any policy of physical damage insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from an insurance company, or such other source as the Board of Directors may determine, of the current replacement cost of the Property (exclusive of the Land), without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this Section.

(c) The Board of Directors shall obtain and maintain public liability insurance for bodily injury and property damage (including, with regard to the Board of Directors, libel, slander, false arrest, wrongful eviction and invasion of privacy). The Board of Directors shall also obtain Directors and Officers liability insurance, if available at reasonable cost.

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All such insurance shall be carried in such limits as the Board of Directors may from time to time determine, insuring, as appropriate, each member of the Board of Directors, the Managing Agent, each Unit Owner, and the Developer against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; hired and non-owned vehicle coverage; host liquor liability coverage with respect to events sponsored by the Council of Unit Owners; deletion of the normal products exclusion with respect to events sponsored by the Council of Unit Owners; and a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Council of Unit Owners or of another Unit Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than One Million Dollars ($1,000,000) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained.

(d) The Board of Directors shall maintain or assure the existence of adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Council of Unit Owners and all others who handle, or are responsible for handling, funds of the Council of Unit Owners, including the Managing Agent. Such fidelity bonds shall: (i) name the Council of Unit Owners as an obligee; (ii) be written in an amount not less than Fifty Thousand Dollars ($50,000) or not less than one and one-half times the estimated annual operating expenses of the Property, including reserves and escrows, whichever amount is greater; (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and (iv) provide that the same may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Council of Unit Owners and all Mortgagees. The premiums on such bonds shall constitute a Common Expense.

(e) If required by any governmental or quasigovernmental agency including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the Board of Directors shall provide flood insurance in accordance with the then applicable regulations of such agency.

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7.03. Separate Insurance. Each Unit Owner shall have the right, at his own expense, to obtain additional insurance for his own Unit and for his own benefit and to obtain insurance coverage upon his personal property and for his personal liability; provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such additional insurance coverage so as to decrease the amount which the Board of Directors, on behalf of all Unit Owners, may realize under any insurance policy on the Property or to cause any insurance coverage maintained by the Board of Directors to be brought into contribution with such additional insurance coverage obtained by a Unit Owner.

7.04. Insurance Trustee.

(a) All insurance policies purchased by the Board of Directors shall be for the use and benefit of the Council of Unit Owners, the Unit Owners, their Mortgagees, and the Developer, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid in trust to the Board of Directors.

(b) Nothing in these By-laws shall require the Board of Directors to provide in any insurance policy that the proceeds thereof shall be paid in trust to an Insurance Trustee.

7.05. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent for all named insureds to adjust and settle all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims.

ARTICLE VIII

Repair and Reconstruction After Fire or Other Casualty

8.01. When Repair and Reconstruction are Required. Except as otherwise provided in Section 8.04 of this Article, in the event of damage to or destruction of all or any of the Building as a result of fire or other casualty, the Board of Directors, under the direction of the Insurance Trustee, shall arrange for and supervise the prompt repair and restoration of the Building (including any damaged Units, but not including the floor coverings, kitchen or bathroom fixtures and appliances initially installed therein by the Developer, and furniture, furnishings, fixtures, appliances, equipment or other personal property supplied or installed by the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of his own Unit.

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8.02. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Building, the Board of Directors under the direction of the Insurance Trustee shall obtain reliable and detailed estimates of the cost of repairing and restoring the Building (including any damaged Units but not including any floor coverings, kitchen or bathroom fixtures and appliances initially installed therein by the Developer, and furniture, furnishings, fixtures, appliances, equipment or other personal property supplied or installed by the Unit Owners in the Units) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Insurance Trustee determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair shall be deemed a Common Expense and a special assessment therefor shall be levied.

(c) Reconstruction. Any such reconstruction or repair shall he substantially in accordance with the original construction of the Building.

8.03. Disbursements of Construction Funds.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the Insurance Trustee from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the estimated cost of reconstruction and repair is less than Twenty-five Thousand Dollars ($25,000), then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors.

(2) If the estimated cost of reconstruction and repair is Twenty-five Thousand Dollars ($25,000) or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in the State of Maryland and employed by the Insurance Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect, and other persons who have rendered services or furnished materials in connection with the work and stating that: (a) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services

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and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(3) Disbursements under (1) and (2) above shall only be made upon receipt of appropriate releases of lien or lien waivers from all contractors or subcontractors employed in connection with said repair or reconstruction.

(b) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners in proportion to their Percentage Interests and shall be distributed in accordance with the priority of interests at law or in equity in each Unit.

(c) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing those portions of the Common Elements which enclose and service the Units, then to the Units. which were damaged, and thereafter to the cost of repairing the other Common Elements.

8.04. When Reconstruction is Not Required.

(a) Insubstantial Damage. In the event of insubstantial damage to the Common Elements, and if the Board of Directors shall elect not to repair the same, then in such event any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Percentage Interests.

(b) Substantial Damage. In the event the estimated cost of repairing or reconstruction is equal to or greater than two-thirds (2/3) of the then replacement value of the Building, then such damage or destruction shall not be repaired or reconstructed unless all of the Unit Owners shall decide, within sixty (60) days after the casualty, to repair or reconstruct. If, for any reason, reliable and detailed estimates of the cost of repair or reconstruction are not made available to the Council of Unit Owners within said period of sixty (60) days after the casualty,

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then such period shall be extended until five (5) days after such information shall be made available to the Council of Unit Owners; provided, however, that said period of time shall in no event exceed ninety (90) days after the casualty. No Mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed. In the event the Council of Unit Owners determines that the damage or destruction shall not be repaired or reconstructed, then and in that event (i) the Property shall be deemed to be owned in common by the Unit Owners; (ii) the undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the Percentage Interest previously owned by such Unit Owner; (iii) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the Percentage Interest of the Unit Owner in the Property; and (iv) pursuant to Section 11-111(c) of the Condominium Act, the Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale shall be paid to the Insurance Trustee and disbursed as herein provided. Such determination not to repair and reconstruct shall be evidenced by a certificate of the Council of Unit Owners executed by the President and Secretary, certifying the facts effecting the same, which certificate shall become effective upon being recorded in the Land Records of Montgomery County, Maryland. Said net proceeds of sale, together with the net proceeds of the insurance on the Property shall be considered as one fund which, after paying all expenses of the Insurance Trustee, and all costs and expenses of clearing and removing all debris and rubble from the Land, shall be divided among all the Unit Owners proportionate to their respective Percentage Interests in the Property after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the Percentage Interest in the Property then owned by each Unit Owner. Prior to any disbursements to Unit Owners, the Mortgagee on any Unit shall receive payment in full of the debt secured by its Mortgage to the extent that such debt does not exceed an amount equal to (i) the insurance proceeds paid with respect to the Unit covered by such Mortgage; plus (ii) any sums which might otherwise be due the Owner of such Unit from the proceeds of the sale of the entire Property. Disbursements to Unit Owners shall be made as provided herein.

(c) Zoning Restrictions. In the event that the Building is characterized as a non-conforming use under the Zoning Ordinance of Montgomery County, Maryland, damage to or destruction of the Building shall be dealt with in the following manner:

(i) In the event that the amount of damage to or destruction of the Building is equal to or greater than two-thirds of the then replacement cost of the Building, such damage shall be dealt with as set out in Section 8.04(b) hereof.

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(ii) In the event that the amount of damage to or destruction of the Building is greater than fifty percent of the then replacement cost of the Building, but not equal to or greater than two-thirds of the then replacement cost of the Building, such damage and destruction shall be repaired or reconstructed pursuant to Section 8.01 hereof. In the event of a determination by Montgomery County that the Building may not be repaired or reconstructed, the Board of Directors is authorized to pursue all legal or administrative remedies or appeals with respect to such determination, and upon exhaustion of any such remedies and appeals pursued, such damage or destruction shall be considered substantial damage as defined in Section 8.04(b) hereof and shall be dealt with as set out therein.

8.05. Priority of Mortgagee to Insurance Proceeds, Condemnation Awards. Nothing in these Bylaws or the Declaration shall be construed to give a Unit Owner, or any other party, priority over the rights of any Mortgagee in the case of a distribution to a Unit Owner of insurance proceeds or condemnation awards for losses of his Unit and/or Common Elements.

ARTICLE IX
Condemnation

9.01. General. In the event all or any part of the Property shall be taken by any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Council of Unit Owners if such award amounts to less than Five Thousand Dollars ($5,000.00) and to the Insurance Trustee if such award amounts to Five Thousand Dollars ($5,000.00) or more. Any award made therefor shall be disbursed by the Council of Unit Owners or the Insurance Trustee, as the case may be, as hereinafter provided in this Article.

9.02. Common Elements. If the taking includes any part of the Land on which Common Elements are located (other than those contained within any Unit), and unless a Majority of Unit Owners shall decide within sixty (60) days after such taking not to replace such Common Elements, or any part thereof, on the remaining Land, according to plans first approved by the Council of Unit Owners, then the Board of Directors shall arrange for such replacement and the Council of Unit Owners or the Insurance Trustee, as the case may be, shall disburse to the Landlord so much of the proceeds of such award, if any, as is properly allocable to the Landlord under the terms of the Lease (in the event the taking includes a taking of a part of the Land) and shall disburse the remainder of the proceeds in the same manner as they are required to disburse insurance proceeds where damage or

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destruction to the Common Elements is to be repaired or reconstructed, as provided for in Article VIII of these Bylaws; subject, however, to the right hereby reserved to the Council of Unit Owners, to be exercised by a Majority of the Unit Owners, to provide for the disbursement by the Insurance Trustee of the remaining proceeds held by it (after payment of all costs incident to such replacement including all expenses of the Insurance Trustee) to the Unit Owners, or any one or more of them, amounts disproportionate to their Percentage Interests in the Property as established in the Declaration, which disproportionate amounts shall correspond with the disproportionate damages sustained by the Owners, or any one or more of them, as the Council of Unit Owners may determine by a Majority of the Unit Owners. If at least a Majority of the Unit Owners shall decide within sixty (60) days after such taking not to replace the Building, or any portion thereof, or in the event the taking is confined to the Common Elements on which no Building shall have been constructed, then the Council of Unit Owners or the Insurance Trustee, as the case may be, shall disburse the proceeds of the award in the manner hereinabove provided for the disbursement of the remaining proceeds of an award after payment of all costs incident to replacement of the Building taken, including the right reserved to the Council of Unit Owners to provide for the disbursement by the Insurance Trustee of the remaining proceeds held by it to the Unit Owners in disproportionate amounts as aforesaid.

9.03. Units. If the taking includes one or more Units or Limited Common Elements, or any part thereof, whether or not there is included in the taking any part of the Common Elements, then unless two-thirds (2/3) of the total vote of the Council of Unit Owners shall decide within sixty (60) days after such taking not to terminate the condominium regime, the taking shall be treated as damage or destruction which shall not be repaired or reconstructed as provided in Section 8.04(b) of Article VIII of these Bylaws, whereupon the condominium regime will be terminated in accordance with the provision of the Real Property Article of the Annotated Code of Maryland and Section 8.04(b) of these Bylaws, except that so much of the award, if any, as is properly allocable to the Landlord under the terms of the Lease (if the taking includes a taking of part of the Land) shall first be paid to the Landlord, and wherever "net proceeds of insurance" are referred to in Section 8.04(b), the same shall be deemed to refer to the net award received on account of such taking. Such taking shall be evidenced by the Council of Unit Owners certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Lands Record of Montgomery County, Maryland. In the event at least two-thirds (2/3) of the total vote of the Council of Unit Owners shall decide within said sixty day period to continue the condominium regime after such taking, then the award for such taking shall be payable to the Insurance Trustee and shall be disbursed (after payment of all expenses incident to such disbursement including the Insurance Trustee's fees and expenses) as follows and in accordance with the following priorities:

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(a) To the payment to any Unit Owner of so much of the award as properly attributable to the taking of his Unit and for consequential damages as a result thereof, after first paying out of the portion of the award so allocated to such Unit Owner, to the extent of such allocated amount, all liens on such owner's Unit, including all Mortgages thereon.

(b) To the payment to any Unit Owner of so much of the award as is attributable to the taking of any Limited Common Elements to which such Unit Owner had a right of exclusive use, after first paying out of such portion of the award so allocated to such Limited Common Element to the extent of such allocated amount, all liens on such Limited Common Elements, including all Mortgages thereon. In the event such Common Element is a Limited Common Element for more than one Unit, the share so payable to the Unit Owner shall be the quotient obtained by dividing the amount of the award so allocated by the number of Unit Owners having the use of such Limited Common Elements to the exclusion of others.

(c) To the payment to any Unit Owner whose Unit is taken of a portion of the award attributable to the taking of any General Common Elements, after first paying to the Landlord out of such Portion of the award so allocated to such General Common Elements, so much thereof, if any, as is properly allocable to the Landlord under the Lease (if the taking includes a taking of a part of the Land), and thereafter all liens on such General Common Elements, including all Mortgages thereon. The portion so payable shall be a percentage thereof equal to the Percentage Interest of such Unit Owner in and to the Common Elements.

(d) To the payment of the costs and expenses of repairing and reconstructing any damage to the remainder of the Property. All such payments shall be held and disbursed by the Insurance Trustee as provided in Article VIII hereof. All damages and destruction to the remaining portions of the Property shall be, in the event the Condominium regime is continued, immediately repaired and reconstructed and the cost thereof shall be treated as a Common Expense, and in the event that the amount of the condemnation award remaining therefor is insufficient for the purpose, an annual assessment shall be levied therefor.

9.04. Percentage Interests and Votes. In the event after a taking of one or more Units, or a part thereof, it is determined to continue the condominium regime, the Percentage Interests of the Unit Owners suffering such taking shall be adjusted downward in proportion to the amount of floor area of each such Unit prior to the taking and the floor area following such taking, and the Percentage Interests of each remaining Unit Owner shall be adjusted upward in proportion to the amount of floor area of each such remaining Unit to the total remaining floor area in the Building. Unless specifically described in the declaration of taking, such taking of any Unit shall not include the taking of

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any portion of the vote or membership in the Council of Unit Owners, or the undivided Percentage Interest appurtenant thereto.

ARTICLE X
Mortgages

10.01. Notice to Board of Directors. A Unit Owner who mortgages his Unit shall notify the Board of Directors of the name and address of his Mortgagee and shall file a conformed copy of the note and Mortgage with the Board of Directors within thirty (30) days of execution thereof.

10.02. Notice of Default, Casualty or Condemnation. The Board of Directors, when giving notice to any Unit Owner of a default in paying an assessment for Common Expenses or any other default under any provisions of these Bylaws, shall simultaneously send a copy of such notice to the Mortgagee of such Unit within thirty (30) days of such default. Each Mortgagee shall also be promptly notified of any casualty giving rise to a possible claim under any insurance purchased under Article VII, of all actions taken under Article VIII, and of any taking in condemnation or by eminent domain and actions of the Council of Unit Owners with respect thereto.

10.03. Notice of Amendment of Declaration or Bylaws. The Board of Directors shall give notice to all Mortgagees twenty-one (21) days prior to the date on which the Unit Owners, in accordance with the provisions of these Bylaws, propose to amend the Condominium Instruments.

10.04. Mortgagees' Approvals.

(a) Except as provided by statute in case of substantial loss to the Units and/or Common Elements, unless all Mortgagees shall have given their prior written approval, neither the Council of Unit Owners nor any Unit Owner shall, by act or omission, withdraw the submission of the Property to the Condominium Act.

(b) Unless seventy-five percent (75%) of the Mortgagees holding Mortgages constituting first liens on the Units subject to such Mortgages have given their prior written approval, neither the Council of Unit Owners nor any Unit Owner shall:

(i) Change the Percentage Interest or obligations of any Unit;

(ii) Subdivide or relocate the boundaries or interior partitions of any Unit encumbered by a Mortgage;

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CE1-2025-999, CE1-2025-1000

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(iii) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (other than the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements);

(iv) Use hazard insurance proceeds for losses to the Property, or any portion thereof, (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Property, except as may be provided by the Condominium Act in case of substantial loss to the Units and/or Common Elements;

(v) To the extent this subparagraph is consistent with the Condominium Act, amend the Declaration in a manner which will diminish the security of any Mortgagee.

10.05. Other Rights of Mortgagees. All Mortgagees or their representatives shall be entitled to attend meetings of the Council of Unit Owners and shall have the right to speak at such meetings. All such Mortgagees shall have the right to examine the books and records of the Council of Unit Owners and to require the submission of annual financial reports and other budgetary information.

ARTICLE XI
Compliance and Default

11.01. (a) Relief. Each Unit Owner, and each Unit Owner's tenant, shall be governed by, and shall comply with, all of the terms of the Condominium Instruments and the Condominium Act as any of the same may be amended from time to time. Unit Owners shall bear sole responsibility for violations of the terms of the Condominium Instruments by any tenant occupying their Unit. If any Unit Owner fails to comply with the Condominium Law, the Declaration or the By-laws, the Unit Owner may be sued for damages caused by the failure or for injunctive relief and, in addition, the Council of Unit Owners, acting through its Board of Directors or through the Managing Agent, shall be entitled to the following additional relief:

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6384, p. 0800, MSA_CE63_6342. Date available 06/22/2005. Printed 10/27/2025 1:36 PM

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6384, p. 0801, MSA_CE63_6342. Date available 06/22/2005. Printed 1/6/2025 1:36 PM
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(b) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants, employees, agents, licensees or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(c) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by a court.

(d) No Waiver of Rights. The failure of the Council of Unit Owners, the Board of Directors, or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Condominium Act shall not constitute a waiver of the right of the Council of Unit Owners, the Board of Directors or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Council of Unit Owners, the Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or the Condominium Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same form exercising such other privileges as may be granted to such party by the Condominium Instruments or the Condominium Act or at law or in equity.

(e) Interest. In the event of a default by any Unit Owner in paying any Common Expenses or other sum assessed against him which continues for a period in excess of fifteen (15) days, the principal amount unpaid shall bear interest at a rate not to exceed the maximum lawful rate.

(f) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board of Directors, the breach of any Bylaw contained herein, or the breach of any provision of the Declaration or the Condominium Act shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws, and subject to applicable laws: (a) to enter the Unit in which, or as to which, such Violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of tresspass;

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(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including institution of proceedings for eviction of any tenant of a Unit Owner; and/or (c) to impose a fine of up to twenty-five dollars ($25.00) on Unit Owners per infraction per day for so long as any violation of the Condominium Instruments continues.

11.02. Lien for Assessments.

(a) The total annual assessment of each Unit Owner for Common Expenses or any other assessment made pursuant to these Bylaws is hereby declared to be a lien levied against the Unit of such Unit Owner as provided in Section 11-110 of the Condominium Act, which lien shall be effective in accordance with subsection (d) thereof.

(b) In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner and his Mortgagee by the Board of Directors or the Managing Agent.

(c) The lien for assessments may be enforced and foreclosed in the name of the Board of Directors, or the Managing Agent, acting on behalf of the Council of Unit Owners, pursuant to Section 11-110(f) of the Condominium Act. The Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of the State of Maryland.

(d) A suit to recover a money judgment for unpaid contributions may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

ARTICLE XII
Amendments to Bylaws

12.01. Amendments. These Bylaws may not be modified or amended except by the affirmative vote of Unit Owners holding sixty-six and two/thirds percent (66 2/3%) or more of the Percentage Interests as provided in Section 11-104(e) of the Condominium Act. The Secretary-Treasurer shall effectuate any amendments to the Bylaws by recording same among the Land Records of Montgomery County, Maryland, and shall certify that any such amendment was approved by the vote of Unit Owners with the required percentage of all the votes in the Council of Unit Owners.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6384, p. 0802, MSA_CE63_6342. Date available 06/22/2005. Printed 11/16/2025:1:36 PM
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12.02. Mortgagees and Landlords. These Bylaws contain provisions concerning various rights, priorities, remedies and interests of Mortgagees and of the Landlord. Such provisions in these Bylaws are to be construed as covenants for the protection of such Mortgagees and the Landlord on which they may rely in making loans secured by Mortgages and in submitting the Land to the Condominium Act.

ARTICLE XIII
Sales, Leases, and Allocation of Units

13.01. No Severance of Ownership. No Owner shall execute any deed, lease, Mortgage, or instrument conveying or mortgaging the title to his Unit without including therein the undivided Percentage Interest of such Unit in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, Mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the interest in the Common Elements of any Unit may be sold, leased, transferred, given, devised, or otherwise disposed of, except as part of a sale, lease, transfer, gift, devise or other disposition of of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer, gift, devise or other disposition of such part of the interests in the Common Elements of all Units.

13.02. Payment of Assessments. With the exception of Permitted Mortgagees, no Owner shall be permitted to convey, mortgage, hypothecate, sell, lease, give, or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors against his Unit.

ARTICLE XIV
Miscellaneous

14.01. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid (or otherwise as the Condominium Act may permit), (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary-Treasurer or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Council of Unit Owners, the Board of Directors, or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one Person, each such Person who so designates an address in writing to the Secretary-Treasurer shall be entitled to receive all notices hereunder.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6384, p. 0803, MSA_CE63_6342. Date available 06/22/2005. Printed

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6384, p. 0804, MSA_CE63_6342. Date available 03/24/2025. Printed 03/25/2025 CE1 compiled 03/25/2025 1:36 PM

14.02. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws to the extent of any provision thereof.

14.03. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the undersigned officers of the Council of Unit Owners of Kenwood Place Condominium, and the unit owners in the Kenwood Place Condominium, hereby consent and approve the above Amendment to the Bylaws of the Council of Unit Owners of Kenwood Place Condominium and hereby certify that the Amendment was duly adopted by the Council and its members pursuant to the terms of the Bylaws and the Condominium Act of the State of Maryland.

Council of Unit Owners of
Kenwood Place condominium

By: _____
Thomas Sowanick
President

Attest: _____
Susan Edlavitch
Secretary

TO WIT:

On this 29th day of April, 1984, before me Marie L. Davis, the undersigned, personally appeared the President of the Council of Unit Owners of Kenwood Place Condominium, Thomas Sowanick, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6384, p. 0805, MSA_CE63_6342. Date available 06/22/2025. Printed 11/16/2025 1:36 PM
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IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Gaye Deris
NOTARY PUBLIC

My Commission Expires: July 1, 1986.

TO WIT:

On this 29th day of April, 1984, before me Gaye Deris, the undersigned, personally appeared the Secretary of the Council of Unit Owners of Kenwood Place Condominium, Susan Edlavitch, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Gaye Deris
NOTARY PUBLIC

My Commission Expires: July 1, 1986.

CERTIFICATE OF THE COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM'S SECRETARY

In accordance with Section 11-104 of the Maryland Condominium Property Act (Annotated Code of Maryland, Real Property, Title 11) and in accordance with Article VII, Section 12.01, of the Bylaws of the Council of Unit Owners of Kenwood Place Condominium, the Secretary, as the person authorized to count votes of the owners, hereby certifies that the Amendment to which this certificate is attached was approved by unit owners

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6384, p. 0806, MSA_CE63_6342. Date available 01/22/2025. Printed 1/6/2025 1:36 PM

having sixty-six and two thirds percent (66 2/3%) or more of the vote at a regular or special meeting. This certificate is recorded for the purpose of conforming to Section 11-104 of the aforementioned Act and hereby accompanies the amendments to the Bylaws for the Council of Unit Owners of Kenwood Place Condominium.

By: Susan Edlavitch
Susan Edlavitch
Secretary of the Council
of Unit Owners of Kenwood
Place Condominium

Attest: _____
President

STATE OF MARYLAND
COUNTY OF MONTGOMERY

I, Faye Deis, a Notary Public in and for the State of Maryland, do hereby certify that Secretary Susan Edlavitch, known to me (or satisfactorily proven) to be the person named as the Secretary of the Council of Unit Owners of Kenwood Place Condominium in the foregoing Amendment to the Bylaws, personally appeared before me in the County and State aforesaid and as Secretary, as aforesaid, and by virtue of the authority vested in her, acknowledged the Amendment to be the act and deed of said Council of Unit Owners.

GIVEN under my hand and seal this 29th day of April, A.D., 1994.

Faye Deis
NOTARY PUBLIC

NOTARY PUBLIC
STATE OF MARYLAND
MONTGOMERY COUNTY

My Commission Expires: 4/1/96

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6384, p. 0807, MSA_CE63_6342. Date available 01/22/2025. Printed

LIBER 6384 FOLIO 807

Unit	Parcel	Unit	Parcel	Unit	Parcel
107	2087071	324	2088007	231	2087594
323	2087993	433	2088598	223	2087515
337	2088133	248	2087765	320	2087960
201	2087311	410	2088361	1	2086987
228	2087561	442	2088680	445	2088714
415	2088417	325	2088018	340	2088166
408	2087127	422	2088485	220	2087481
345	2088213	308	2087867	414	2088406
431	2088576	249	2087776	330	2088064
333	2088097	319	2087958	403	2088292
236	2087641	408	2088348	214	2087446
304	2087823	241	2087696	402	2088281
412	2088383	246	2087743	326	2088020
417	2088430	211	2087413	239	2087674
206	2087366	425	2088510	343	2088190
128	2087162	437	2088634	219	2087470
222	2087504	411	2088372	318	2087947
441	2088678	217	2087457	236	2087641
342	2088188	209	2089390	242	2087708
313	2087914	5	2087025	144	2087242
3	2087003	101	2087047	218	2087468
247	2087754	102	2087058	416	2088428
306	2087845	103	2087060	301	2087798
349	2088257	110	2087093	327	2088031
130	2087173	118	2087116	109	2087082
303	2087812	120	2087138	443	2088691
424	2088508	121	2087140	436	2088623
123	2087151	132	2087184	347	2088235
348	2088246	134	2087195	444	2088703
350	2088268	139	2087218	225	2087537
346	2088224	142	2087220	321	2087971
244	2087721	145	2087253	435	2088612
344	2088202	149	2087297	111	2087105
339	2088155	204	2087344	341	2088177
438	2088645	213	2087435	143	2087231
230	2087583	227	2087550	312	2087903
202	2087322	229	2087572	427	2088532
426	2088521	234	2087628	420	2088463
232	2087606	240	2087685	210	2087402
147	2087275	245	2087732	401	2088270
148	2087286	311	2087891	428	2088543
430	2088565	329	2088053	413	2088394
429	2088554	332	2088086	226	2087548
439	2088656	421	2088474	434	2088601
419	2088452	440	2088667	302	2087801
137	2087207	322	2087982	335	2088111
404	2088304	432	2088587	407	2088337
4	2087014	405	2088315	243	2087710
314	2087925	237	2087652	423	2088496
338	2088144	418	2088441	203	2087333
235	2087630	6	2087036	317	2087936
328	2088042	409	2088350	212	2087424
238	2087663	2	2086998	205	2087355
221	2087492	309	2087870	150	2087300
207	2087377	310	2087880	146	2087264
307	2087856	331	2088075	305	2087834

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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6384, p. 0808, MSA_CE63_6342. Date available 11/26/2006. Printed

Unit	Parcel
334	2088100
406	2088326
250	2087787
336	2088122
208	2087388
233	2087617
224	2087526

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Amendment to the Amended Bylaws

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BAS 9624, p. 0389, MSA_CE63_9582. Date available 06/22/2005. Printed 10/06/2015.

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CLERK'S OFFICE

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

AMENDMENT TO THE AMENDED BY-LAWS FOR THE COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM

WHEREAS, Kenwood Place Associates, a Wisconsin Limited Partnership, filed a Declaration and Master Lease for Kenwood Place Condominium (hereinafter referred to as the "Declaration"), dated May 6, 1981, and recorded at Liber 5696, Folio 663, et seq., Montgomery County, Maryland Land Records; as amended by amendment to Declaration and Master Lease dated June 5, 1981, and recorded among the Land Records of Montgomery County, Maryland at Liber 5716, Folio 302; and

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WHEREAS, the Condominium By-laws have been previously amended, such amendments being recorded in the Land Records of Montgomery County, Maryland at Liber 6384, Folio 758; and

WHEREAS, pursuant to Section 11-109 of the Maryland Condominium Act, Real Property Article, Title 11, Annotated Code of Maryland ("Act") the affairs of the Condominium are governed by a Council of Unit Owners which is comprised of all the unit owners of Kenwood Place Condominium (see Attachment A for list of parcel identifiers); and

WHEREAS, pursuant to Section 10 of the Declaration and Article III of the Amendment to the By-laws for the Council of Unit Owners of Kenwood Place Condominium dated April 29, 1984, and recorded among the Land Records of Montgomery County, Maryland, at Liber 6384, Folio 758, which entirely replaced the original By-laws of the Council of Unit Owners of Kenwood Place Condominium recorded among the Land Records of Montgomery County, Maryland, with the aforesaid Declarations, the administration of the Condominium is given to the Council of Unit Owners; and

WHEREAS, the Amendment to the By-laws for the Council of Unit Owners of Kenwood Place Condominium may be amended by the affirmative vote of unit owners holding a sixty-six and two-thirds percent (66 2/3%) or more of the percentage interest in the Condominium;

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DH

WHEREAS, unit owners holding more than sixty-six and two-thirds percent (66 2/3%) of the percentage interest in the Condominium have, by affirmative vote, approved this Amendment to the Amended By-laws for the Council of Unit Owners of Kenwood Place Condominium previously recorded;

WHEREAS, the unit owners have concluded that it is necessary and beneficial for the proper conduct of the Council of Unit Owners to change the time frames for preparation and forwarding copies of the proposed annual budget;

NOW THEREFORE, pursuant to Section 11-104 of the Act and in accordance with the Amendment to the By-laws for the Council of Unit Owners of Kenwood Place Condominium, Article III, Section 3.13, the Amendment to the By-laws for the Council of Unit Owners of Kenwood Place Condominium is hereby amended as follows:

Article VI, Section 6.01(b) is hereby amended by substituting the 30 days and 15 days respectively in place of 60 days and 45 days so that it reads as follows: (1) Subject to the provisions of Section 6.01(e) of this Article VI, at least 30 days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Council of Unit Owners containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the units as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these Bylaws, or a resolution of the Council of Unit Owners and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements. (2) At least 15 days before the beginning of each fiscal, the Board of Directors shall send to each Unit Owner a copy of the budget and a reasonably itemized form which sets forth the amount of the common expenses and any special assessments payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the common expenses of the Council of Unit Owners.

IN WITNESS WHEREOF, the undersigned officers of the Council of Unit Owners of Kenwood Place Condominium hereby consent and approve the above Amendment to the Amended By-laws for the

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BAS 9624, p. 0390, MSA_CE63_9582. Date available 06/22/2005. Printed 10/06/2015.

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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BAS 9624, p. 0391, MSA_CE63_9582. Date available 06/22/2005. Printed 10/06/2015.

Council of Unit Owners of Kenwood Place Condominium and hereby certifies that the Amendment was duly adopted by the Council and its members pursuant to the terms of the Amendment to the By-laws for the Council of Unit Owners of Kenwood Place Condominium and the Condominium Act of the State of Maryland.

COUNCIL OF UNIT OWNERS OF
KENWOOD PLACE CONDOMINIUM

By: /s/ William F. Collington, Jr.
President William F. Collington, Jr.

ATTEST:

/s/ Majorie H. Kehne
Secretary
Majorie H. Kehne

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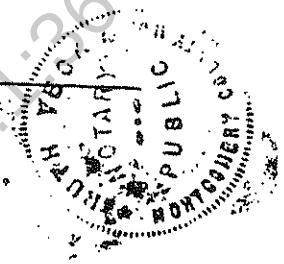
TO WIT :

On this 27th day of November, 1990, before me personally appeared the President of the Council of Unit Owners of Kenwood Place Condominium, William F. Collins, Jr., known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Ruth Vega
Notary

My Commission Expires: 4-1-95.



TO WIT :

On this 27th day of November, 1990, before me personally appeared the Secretary of the Council of Unit Owners of Kenwood Place Condominium, Marjorie H. Kehne, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Ruth Vega
Notary
Ruth Vega

My Commission Expires: 4-1-95.



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CERTIFICATE OF THE COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM'S SECRETARY

In accordance with Section 11-104 of the Maryland Condominium Act (Annotated Code of Maryland, Real Property Article, Title 11) and in accordance with Article XII, Section 12.01, of the Amendment to the By-laws of the Council of Unit Owners of Kenwood Place Condominium, the Secretary, as the person authorized to count votes of the owners, hereby certifies that the Amendment to which this Certificate is attached was approved by unit owners having sixty-six and two-thirds percent (66 2/3%), or more of the vote at a regular meeting. This Certification is recorded for the purpose of conforming to Section 11-1-4 of the aforementioned Act and hereby accompanies the Amendment to the Amendment to the By-laws of the Council of Unit Owners of Kenwood Place Condominium.

Marjorie H. Kehoe
Secretary of Council of Unit Owners
of Kenwood Place Condominium
Marjorie H. Kehoe

ATTEST:

William F. Collinton, Jr.
President William F. Collinton, Jr.

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STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

I, Ruth Vega, a notary public in and for the State of Maryland, do hereby certify that Marjorie H. Kehne, known to me, or satisfactorily proven to be the person named as the Secretary of Council of Unit Owners of Kenwood Place Condominium in the foregoing Amendment, personally appeared before in the County and State aforesaid and as Secretary, as aforesaid and by virtue by the authority vested in her acknowledged the Amendment, the Act and Deed of said Council of Unit Owners.

Given under my hand and seal this 27th day of November, 1990.

Ruth Vega
Notary
Ruth Vega

My Commission Expires: 4-1-95

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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BAS 9624, p. 0395, MSA_CE63_9582. Date available 06/22/2005. Printed 10/06/2015.

Unit	Parcel	Unit	Parcel	Unit	Parcel
107	2087071	324	2088007	231	2087594
323	2087993	433	2088598	223	2087515
337	2088133	243	2087765	320	2087960
201	2087311	410	2088361	1	2086987
228	2087561	442	2088680	445	2088714
415	2088417	325	2088018	340	2088166
408	2087127	422	2088485	220	2087481
345	2088213	308	2087867	414	2088406
431	2088576	249	2087776	330	2088064
333	2088097	319	2087958	403	2088292
236	2087641	408	2088348	214	2087446
304	2087823	241	2087696	402	2088281
412	2088383	246	2087743	326	2088020
417	2088430	211	2087413	239	2087674
206	2087366	425	2088510	343	2088190
128	2087162	437	2088634	219	2087470
222	2087504	411	2088372	318	2087947
441	2088678	217	2087457	236	2087641
342	2088188	209	2089390	242	2087708
312	2087914	5	2087025	144	2087242
3	2087003	101	2087047	218	2087468
247	2087754	102	2087058	416	2088428
306	2087845	103	2087060	301	2087798
349	2088257	110	2087093	327	2088031
130	2087173	118	2087116	109	2087082
303	2087812	120	2087138	443	2088691
424	2088508	121	2087140	436	2088623
123	2087151	132	2087194	347	2088235
348	2088246	134	2087195	444	2088703
350	2088268	139	2087218	225	2087537
346	2088224	142	2087220	321	2087971
244	2087721	145	2087253	435	2088612
344	2088202	149	2087297	111	2087105
339	2088155	204	2087344	341	2088177
438	2088645	213	2087435	143	2087231
230	2087583	227	2087550	312	2087903
202	2087322	229	2087572	427	2088532
426	2088521	234	2087628	420	2088463
232	2087606	240	2087685	210	2087402
147	2087275	245	2087732	401	2088270
148	2087286	311	2087891	428	2088543
430	2088565	329	2088053	413	2088394
429	2088554	332	2088086	226	2087548
439	2088656	421	2088474	434	2088601
419	2088452	440	2088667	302	2087801
137	2087207	322	2087982	335	2088111
404	2088304	432	2088587	407	2088337
4	2087014	405	2088315	243	2087710
314	2087925	237	2087652	423	2088496
338	2088144	418	2088441	203	2087333
235	2087630	6	2087036	317	2087936
328	2088042	409	2088350	212	2087424
238	2087663	2	2086998	205	2087355
221	2087492	309	2087878	150	2087300
207	2087377	310	2087880	146	2087264
307	2087856	331	2088075	305	2087834

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Unit	Parcel
334	2088100
406	2088326
250	2087787
336	2088122
208	2087388
233	2087617
224	2087526

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AMENDMENT TO THE BYLAWS FOR THE COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM

WHEREAS, Kenwood Place Associates, a Wisconsin Limited Partnership, filed a Declaration and Master Lease for Kenwood Place Condominium (hereinafter referred to as the "***Declaration***"), dated May 6, 1981, and recorded at Liber 5696, Folio 663, et seq., Montgomery County, Maryland, Land Records, as amended by Amendment to Declaration and Master Lease dated June 5, 1981, and recorded among the Land Records of Montgomery County, Maryland, at Liber 5716, Folio 302; and

WHEREAS, under Section 11-109 of the Maryland Condominium, Act (Annotated Code of Maryland, Real Property Article, Title 11), (hereinafter referred to as the "***Act***"), the affairs of the Condominium are governed by the Council of Unit Owners, which is comprised of all Unit Owners at Kenwood Place Condominium; and

WHEREAS, under Section 10 of the Declaration and Article III of the Bylaws of the Council of Unit Owners of Kenwood Place Condominium recorded with the aforesaid Declaration, the administration of the Condominium is given to the Council of Unit Owners; and

WHEREAS, the Bylaws of the Council of Unit Owners of Kenwood Place Condominium may be amended by the affirmative vote of Unit Owners holding sixty-six and two-thirds percent (66-2/3%) or more of the percentage interests in the Condominium; and

WHEREAS, Unit Owners holding more than sixty-six and two-thirds percent (66-2/3%) of the percentage interests in the Condominium have, by affirmative vote, approved this Amendment to the Bylaws of the Council of Unit Owners of Kenwood Place Condominium; and

WHEREAS, this Amendment does not affect the rights of any mortgage holder under any existing mortgage, security deed or related document; provided, however, in the event a court of competent jurisdiction determines that any provision of this Amendment affects the rights of mortgagees of units, then such particular provision shall not be binding on the mortgagee so involved, unless said mortgagee consents to that particular provision; and if such consent is not forthcoming, then, the provision of the Bylaws, effective prior to this Amendment, shall control in respect to the affected mortgagee.

NOW, THEREFORE, pursuant to Section 11-104 of the Act and in accordance with the Bylaws for the Council of Unit Owners of Kenwood Place Condominium, the Bylaws for the Council of Unit Owners of Kenwood Place Condominium are hereby amended by striking those Bylaws in their entirety and substituting therefore the following:

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BYLAWS
COUNCIL OF UNIT OWNERS OF
KENWOOD PLACE
CONDOMINIUM

This copy of the Bylaws contains the amendments and renumberings which were approved by the Council of Unit Owners on October 24, 1983.

October 24, 1983

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BYLAWS

COUNCIL OF UNIT OWNERS OF KENWOOD PLACE

CONDOMINIUM

ARTICLE I
Definitions

1.01. Incorporation of Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration or, if not defined therein, the meanings specified for such terms in the Condominium Act.

ARTICLE II
Plan of Unit Ownership

2.01. Recordation. The Property, located in Montgomery County, State of Maryland, and more particularly described in the Declaration, has been submitted to the provisions of the Condominium Act by recordation simultaneously herewith of the Declaration among the land records of Montgomery County, State of Maryland. The Act and the Declaration are hereby incorporated herein by reference.

2.02. Compliance. Every Unit Owner and all those entitled to occupy a Unit shall comply with these Bylaws. The administration and management of the Condominium and the actions of the Unit Owners and the Council of Unit Owners and its Board of Directors and Officers shall be governed by the Bylaws. All present and future Unit Owners and their tenants, licensees, invitees, servants, agents, employees and any other Person or Persons that shall be permitted to use the Property shall be subject to the Bylaws and to the Rules and Regulations of the Council. Acquisition, rental or occupancy of any Unit shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified the Bylaws and the Rules and Regulations of the Council and will comply with them.

2.03. Title to Units. Title to a Unit may be taken in the name of one or more persons, including the Council of Unit Owners, in any manner permitted by law.

ARTICLE III
Council of Unit Owners

3.01. Name and Location. The name of the Condominium shall be “Kenwood Place Condominium.” The name of the Council of Unit Owners shall be “Council of Unit Owners of Kenwood Place Condominium.” The principal office of the Condominium, the Council of Unit Owners and the Board of Directors shall be located at the Property or at such other place as may

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be designated from time to time by the Board of Directors. The current mailing address of the Council of Unit Owners is 5301 Westbard Circle, Bethesda, Maryland 20816.

3.02. Composition. All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws, shall constitute the Council of Unit Owners. For all purposes the Council of Unit Owners shall act merely as an agent for the Unit Owners as a group. Any Unit Owner, upon acquiring title to his Unit, shall automatically become a member of the Council and shall remain a member thereof until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Council shall automatically cease; provided, however, that any person who holds any interest in a Unit solely as security for the performance of an obligation shall not be a member of the Council. The Council of Unit Owners is created as an unincorporated association pursuant to Section 11-109(d) of the Condominium Act.

3.03. Responsibilities. The Council of Unit Owners shall have the responsibility of administering the Property, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Property, and performing all of the other acts that may be required or permitted to be performed by the Council of Unit Owners, by the Condominium Act and the Declaration. Except as to those matters which the Condominium Act specifically requires to be performed by the vote of the Council of Unit Owners, the foregoing responsibilities shall be performed by the Board of Directors or Managing Agent as more particularly set forth in Article IV of these Bylaws.

3.04 Annual Meetings. Annual Meetings of the Council of Unit Owners shall be held on a day to be chosen by the Board of Directors, but in no event later than thirty (30) days prior to the beginning of the fiscal year. Such day shall not occur on a Saturday, Sunday or a holiday. At such Annual Meeting, the Board of Directors shall be elected by ballot of the Unit Owners in accordance with the provisions of Section 3.12 of this Article for the terms set forth in Section 4.04 of Article IV of these Bylaws.

3.05. Place of Meetings. Meetings of the Council of Unit Owners shall be held at the principal office of the Council of Unit Owners or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

3.06. Special Meetings. It shall be the duty of the President to call a special meeting of the Council of Unit Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Unit Owners of not less than Twenty-Five percent (25%) of the aggregate Percentage Interests. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.07. Notice of Meetings. The Secretary shall mail or deliver to each Unit Owner a notice of each annual or special meeting of the Council of Unit Owners at least ten (10), but not more than ninety (90) days, prior to such meeting, stating the time, place and purpose thereof. The mailing of a notice of meeting in the manner provided in this Section and Section 14.01 of Article XIV of

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the Bylaws shall be considered service of notice.

3.08. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners of fifty percent (50%) or more of the aggregate Percentage Interests shall constitute a quorum at all meetings of the Council of Unit Owners.

3.09. Adjournment of Meetings. If at any meeting of the Council of Unit Owners a quorum is not present, Unit Owners of a majority of the Percentage Interests who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours after the time the original meeting was called.

3.10

(a). Order of Business. The Order of business at all annual meetings of the Council of Unit Owners shall be as follows:

1. Call to Order
2. Determination of Quorum
3. Proof of Notice
4. Reading of Minutes of Prior Meeting
5. Report of President
6. Report of Treasurer
7. Committee Reports
8. Nomination of Directors*
9. Close of Nominations of Directors
10. Statements by Nominees*
11. Appointment of Inspectors of Election*
12. Election of Directors*
13. Report of Inspectors of Elections*
14. Unfinished Business
15. New Business
16. Adjournment of Meeting

* If appropriate.

(b). At the discretion of the President, when necessary to provide for an orderly meeting procedure, the Meeting Agenda may contain additional items of business than those set forth in the above Order of Business.

(c). Upon a petition signed by owners of not less than Twenty-Five percent (25%) of the aggregate Percentage Interests, the Agenda for any Annual Meeting of the Council of Unit Owners shall be modified to include such additional Agenda items as shall be set forth in any such Petition. Any such Petition should be presented to the Secretary of the Council not later than twenty-one (21) days prior to the date of the Annual Meeting.

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3.11. Conduct of Meeting. The President shall preside over all meetings of the Council of Unit Owners and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Council of Unit Owners. The then-current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Council of Unit Owners when not in conflict with the Declaration, these Bylaws, the Condominium Act, as amended, and Chapter 54 of the laws of Montgomery County, Maryland.

3.12. Voting.

(a) Each Unit Owner shall be entitled to vote at meetings of the Council of Unit Owners on the basis of his Percentage Interest as shown on Exhibit D attached to the Declaration. All votes shall be tallied by the Secretary as provided by Section 5.06 of Article V of these Bylaws, and at least two (2) assistant tellers, not agents of the Developer, to be appointed by the President.

(b) Where the ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Unit shall be the Person owning such Unit who is present. If more than one Person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate similarly executed.

(c) Wherever the approval or disapproval of a Unit Owner is required by the Condominium Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Council of Unit Owners.

(d) Except where a greater number is required by the Act, the Declaration, or these Bylaws, a majority of the Unit Owners present in person or by proxy is required to adopt decisions at any meeting of the Council of Unit Owners.

(e) If the Developer owns or holds title to one or more Units, the Developer shall have the right at any meeting of the Council of Unit Owners to cast the votes to which such Unit or Units are entitled.

(f) No votes in the Council of Unit Owners shall be attributable to or based upon the Percentage Interest of any Unit during such time as the Unit Owner thereof is the Council of Unit Owners.

(g) No Unit Owner shall vote at any meeting of the Council of Unit Owners or be elected to or serve on the Board of Directors if (i) the Council of Unit Owners has recorded a statement of condominium liens against his Unit and the claim remains unsatisfied at the time of such meeting or election, or (ii) if such Unit Owner has not filed with the Council his name and mailing address as required by Section 11-109(c)(2) of the Condominium Act.

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3.13. Proxies. A vote may be cast in person or by proxy. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein, or any adjournment thereof, shall be duly acknowledged, and must be filed with the Secretary before the appointed time of the meeting or at the meeting prior to its exercise. Such proxy shall be revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the Persons owning such Unit, by executing and filing a later dated proxy or revocation, or by appearance and voting in persons A proxy to be valid must be dated, must not purport to be revocable without notice as aforesaid, and must be duly acknowledged. No proxy hereunder in any event shall be effective for more than ninety (90) days following its issuance, unless granted to a Unit Owner's Mortgagee.

ARTICLE IV
Board of Directors

4.01. Number and Qualification.

(a) The affairs of the Council of Unit Owners shall be governed by a Board of Directors.

(b) The Board of Directors shall be composed of seven (7) persons, all of whom shall be Unit Owners or spouses of Unit Owners.

4.02. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the business of the Council of Unit Owners. The Board of Directors may take all actions except those reserved exclusively for the Council of Unit Owners by the Condominium Act, the Declaration or these Bylaws. Subject to the requirements of the Condominium Act, the Declaration and these Bylaws, the Board of Directors shall have the power to adopt and amend Rules and Regulations deemed necessary for the benefit and enjoyment of the Property. In addition to the duties imposed by these Bylaws or by any resolution of the Council of Unit Owners that may hereafter be adopted, the Board of Directors shall on behalf of the Council of Unit Owners:

(a) Prepare an annual budget, in which there shall be established the assessments on each Unit Owner on account of Common Expenses.

(b) Make assessments against Unit Owners to defray the costs and expenses of the Property, establish the means and methods of collecting such assessments from the Unit Owners, and establish the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.

(c) Provide for the operation, care, upkeep and maintenance of all of the Property and services to Unit Owners.

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(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.

(e) Collect the assessments against the Unit Owners, and other monies that may be payable to the Council of Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors, and use the proceeds to carry out the administration of the Property.

(f) Open bank accounts on behalf of the Council of Unit Owners and designate the signatories thereon.

(g) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Property, and repairs to and restoration of the Property, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(h) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations, and act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding.

(i) Obtain and carry insurance against casualties and liabilities, as provided in the Condominium Act and Article VII of these Bylaws, pay the premiums therefor, and adjust and settle any claims thereunder.

(j) Pay the cost of all authorized services rendered to the Council of Unit Owners and not billed to Unit Owners of individual Units or otherwise provided for in these Bylaws.

(k) In accordance with the Condominium Act and all other applicable state and county statutes, keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration thereof, specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners, their mortgagees, and the duly authorized agents or attorneys of the Unit Owners or their mortgagees, during general business hours on working days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be audited at least once each year by an independent certified public accountant retained by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner. The cost of such audit shall be a Common Expense.

(1) Notify a Mortgagee of any default hereunder by the Unit Owner of the Unit subject to Such Mortgage, in the event such default continues for a period exceeding thirty (30) days.

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(m) Borrow money on behalf of the Council of Unit Owners when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Common Element; provided, however, that (i) the consent of at least two-thirds in Percentage Interest of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws shall be required to borrow any sum in excess of ten percent (10%) of the budget of the Council of Unit Owners for the current fiscal year, and (ii) no lien to secure repayment of any sum borrowed may be created on any Condominium Unit without the consent of the Unit Owner and the Mortgagee of such Condominium Unit. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this paragraph (m) is not repaid by the Council of Unit Owners, a Unit Owner who pays to the creditor such proportion thereof as his Percentage Interest bears to the total Percentage Interests in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's Condominium Unit.

(n) Exercise such rights as the Council of Unit Owners may have as a member of any recreation or other association.

(o) Until such time as the Landlord shall terminate such agency or designate a substitute agent(s), to act as collection agent for and on behalf of the Landlord with respect to the Ground Rents to be paid to the Landlord by Unit Owners as tenants under New Leases (as defined in Section 22 of the Lease).

(p) Do such other things and acts not inconsistent with the Condominium Act, the laws of Montgomery County, the Declaration, or these Bylaws which the Board of Directors may be authorized to do by a resolution of the Council of Unit Owners.

4.03. Management Agent. The Board of Directors shall employ for the Council a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize, including but not limited to the duties listed in paragraphs (a), (c), (d), (e), (g), (h), (i), (j), (k), (1) and (p) of Section 4.02 of this Article IV. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, the powers granted to the Board of Directors by these Bylaws other than those powers set forth in paragraphs (b), (f), (n) and (o) of Section 4.02 of this Article IV. Any management contract shall contain a termination clause permitting termination for cause, upon no more than thirty (30) days written notice by either party and without cause upon no more than ninety (90) days written notice by either party. If a management contract is terminated at any time, the Board of Directors shall employ another professional management agent, it being the intention of this Section that the Condominium shall not be self-managed but shall at all times be managed by a qualified professional management agent. For purposes of this Section 4.03, the term professional management agent shall include a qualified Resident Manager employed by the Condominium.

4.04. Election and Term of Office. At the first Annual Meeting of the Council of Unit Owners

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held pursuant to Article III, Section 3.05 of these Bylaws, the initial term of office of three members of the Board of Directors shall be fixed at three years, the initial term of office of three members of the Board of Directors shall be fixed at two years, and the initial term of office of one member of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each member of this initial Board of Directors, a successor shall be elected to serve for a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Council of Unit Owners.

4.05. Removal or Resignation of Members of the Board of Directors. At any regular or special meeting duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a Majority of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Unit Owners shall be given at least seven (7) days' notice of the time, place and purpose of the meeting, and shall be given an opportunity to be heard at the meeting. A member of the Board of Directors may resign at any time and shall be deemed to have resigned upon conveyance of his Unit to another.

4.06. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of a Majority of the Unit Owners as provided in the immediately preceding Section 4.05 shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member who vacated his directorship or until a successor shall be elected to serve the remainder of the term at the next annual meeting of the Council of Unit Owners.

4.07. Organization Meeting. A special meeting of the Board of Directors shall be held within ten (10) days following each annual meeting of the Council of Unit Owners.

4.08. Regular and Special Meetings. All meetings of the Board of Directors, whether regular meetings or special meetings, shall be conducted in accordance with the applicable State and County laws and regulations, including but not limited to Chapter 54 of the Laws of Montgomery County, Maryland, and with the Rules and Regulations of the Council of Owners as adopted in accordance with such statutes and as amended from time to time. A majority of the Directors shall constitute a quorum for the transaction of business and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. Copies of the minutes of all meetings as approved by the Board of Directors shall be placed at the Front Desk of the Condominium and shall be available for inspection by all Unit Owners.

4.09. Compensation. No director shall receive any compensation for acting as a director of the Council of Unit Owners.

4.10. 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

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Directors shall individually or collectively consent to such action. All actions taken pursuant to this Section must be submitted for ratification at the next regular or special meeting of the Board of Directors.

4.11. Liability of the Board of Directors, Officers, Unit Owners and Council of Unit Owners.

(a) The officers and members of the Board of Directors shall not be liable to the Council of Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Council of Unit Owners shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others and arising out of contracts made by the officers or the Board of Directors on behalf of the Council of Unit Owners unless any such contract shall have been made in bad faith. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Council of Unit Owners except for individual willful misconduct or bad faith.

(b) A judgment for money against the Council of Unit Owners arising out of the aforesaid indemnity in favor of the members of the Board of Directors or officers, or for damages as a result of injuries arising in connection with the Common Elements or for liabilities incurred by the Council of Unit Owners, shall be assessed against Unit Owners in proportion to the liability of each Unit Owner for Common Expenses, but no Unit Owner shall be otherwise liable on account of such judgment. Any such judgment shall be satisfied first out of the property of the Council.

(c) Every agreement made by the officers, the Board of Directors or the Managing Agent on behalf of the Council of Unit Owners shall be deemed, to the extent permitted by law, to provide that the officers, the members of the Board of Directors or the Managing Agent, as the case may be, are acting only as agents for the Council of Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited as aforesaid.

(d) The Council of Unit Owners shall not be liable for any failure of water supply or other services to be obtained by the Council of Unit Owners or paid for as a Common Expense, or for injury or damage to Person or property caused by the elements or by the Unit 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 Council of Unit Owners shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Council of Unit Owners to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

4.12. Common or Interested Directors. Each member of the Board of Directors shall exercise his powers and duties in good faith and with a view to the interests of the Property as a whole. No

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contract or other transaction between the Council of Unit Owners and any corporation, firm or association (including the Developer) in which any of the directors of the Council of Unit Owners are directors or officers, or are pecuniarily or otherwise interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following sub-paragraphs exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board of Directors authorizes, approves or ratifies such contract or transaction in good faith by an affirmative vote of a majority of disinterested directors, even if the disinterested directors constitute less than a quorum as defined in Section 4.08 of Article IV; or

(b) The fact of the common directorate or interest is disclosed or known to at least a majority of disinterested members of the Board of Directors, and said disinterested Directors approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose. Any common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction.

ARTICLE V
Officers

5.01. Designation. The principal officers of the Council of Unit Owners shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors from among its members. Any other officers may, but need not, be Unit Owners or members of the Board of Directors.

5.02. Election of Officers. The officers of the Council of Unit Owners shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

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

5.04. President. The President shall be the chief executive officer of the Council of Unit Owners; preside at all meetings of the Council of Unit Owners and of the Board of Directors; and have all of the general powers and duties which are incident to the office of president of a corporation organized under Title 5, Subtitle 2 of the Corporations and Associations Article of the Annotated Code of Maryland, including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Council of Unit Owners .

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5.05. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, 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 or by the President.

5.06. Secretary. The Secretary shall keep the minutes of all meetings of the Council of Unit Owners and of the Board of Directors and have charge of such books and papers as the Board of Directors may direct. The Secretary shall maintain a register setting forth the place to which all notices to Unit Owners and Mortgagees hereunder shall be delivered. The Secretary shall inspect and validate all proxies at meetings of the Council of Unit Owners and shall supervise the counting of votes at such meetings, and in general, shall perform all the duties incident to the office of secretary of a corporation organized under Title 5, Subtitle 2 of the Corporations and Associations Article of the Annotated Code of Maryland.

5.07. Treasurer. The Treasurer shall have the responsibility for the Council of Unit Owners' funds and securities, and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Council of Unit Owners or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; and, in general, perform all the duties incident to the office of treasurer of a corporation organized under Title 5, Subtitle 2 of the Corporation and Association Article of the Annotated Code of Maryland.

5.08. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Council of Unit Owners for expenditures or obligations in excess of Twenty-Five Hundred Dollars ($2,500) shall be executed by any two persons designated by the Board of Directors. All such instruments for expenditures or obligations of Twenty-Five Hundred Dollars ($2,500) or less may be executed by any one person designated by the Board of Directors.

5.09. Compensation of Officers. No officer who is also a director shall receive any compensation from the Council of Unit Owners for acting as an officer.

ARTICLE VI
Operation of the Property

6.01, Determination of Common Expenses and Assessments Against Unit Owners.

(a) Fiscal Year. The fiscal year of the Council of Unit Owners shall be the calendar year unless otherwise determined by the Board of Directors.

(b) Preparation and Approval of Budget.

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(1) Subject to the provisions of Section 6.01(e) of this Article VI, at least sixty (60) days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the. Council of Unit Owners containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the units as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these Bylaws, or a resolution of the Council of Unit Owners and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements.

(2) At least forty-five (45) days before the beginning of each fiscal year, the Board of Directors shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the Common Expenses of the Council of Unit Owners.

(c) Assessment and Payment of Common Expenses. Subject to the provisions of Section 11.01(a) of Article XI hereof and Section 6,01(e) of this Article VI, the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to his respective Percentage Interest. All such assessments shall be a lien against each Unit Owner's Unit as provided in Article XI, Section 11.02 of these Bylaws. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-twelfth (1/12th) of such assessment. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners, and to each Mortgagee so requesting, an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount accumulated in excess of the amount required for actual expenses and reserves which net excess may, if the Board of Directors deems it advisable, be either distributed to the Unit Owners according to each Unit Owner's Percentage interest or credited according to each Unit Owner's Percentage Interest to the next monthly installments due from Unit Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable either: (1) in full with payment of the next monthly assessment due; or (2) in not more than six equal monthly installments, as the Board of Directors may determine.

(d) Reserves, Special Assessments. Subject to the provisions of Section 6.01(e) of this Article VI, the Board of Directors shall accumulate and maintain reasonable reserves for working capital, operations, contingencies, replacements and reasonable amounts with respect to the insurance deductible set forth in Article VII, Section 7.01(k). If the reserves are inadequate for

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any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Unit Owners according to their respective Percentage Interest which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if much further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien against a Unit Owner's Unit as of the effective date as set forth in the preceding paragraph (c).

(d) Initial Assessment.

(1) Notwithstanding any provision of this Section 6.01 to the contrary, when the first Board of Directors elected or designated pursuant to these Bylaws takes office it shall establish an initial budget for the operation of the Property, which budget shall be the projected budget for the Condominium from the date on which the first Unit is conveyed by the Developer to a bona fide purchaser through the following twelve (12) month period and continuing until the close of the fiscal year in which such twelve (12) month period terminates. Assessments shall be levied on all Unit Owners during the period covered by the initial budget in the manner set forth in subsection (c) of this Section 6.01. All budgets subsequent to the initial budget shall be instituted by the Board of Directors in the manner provided in Section 6.01(b) of these Bylaws.

(2) The Developer, as the agent of the Board of Directors, will collect from each initial Purchaser at the time of settlement on his Unit a working capital assessment equivalent to Developer's estimate of two month's assessment for such Unit under the budget which is in effect as of the close of business on the date of settlement. The Developer will deliver the funds so collected to the Board of Directors to provide working capital for the Council of Unit Owners. In addition, the Council of Unit Owners shall collect from each initial Purchaser at the time of settlement of his Unit an amount equal to one month's Ground Rent payable on such Unit, which amount shall be applied toward payment of Ground Rent in the discretion of the Council of Unit Owners.

(3) After the institution of the second budget and of each subsequent budget the Board of Directors shall promptly cause to be made an itemized accounting of the Common Expenses actually incurred and accrued for the prior fiscal period, together with a tabulation of the amounts collected pursuant to such budget and showing the net amount over or short of actual expenses incurred or accrued. Any amount accumulated in excess of the amount required for actual and accrued expenses will, at the election of the Board of Directors, be either distributed to the Unit Owners in proportion to each Unit Owner's contributions towards such expenses or credited to the next monthly installments due from such Unit Owners under the current budget. Any net Shortage shall be assessed promptly against the Unit Owners in proportion to their respective contributions and shall be payable either in full with the payment of the next monthly assessment due or in not more than six (6) equal monthly installments, as the Board of Directors may determine.

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(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined. In the event of such a failure or delay in the preparation or adoption of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the new monthly payment which shall become due sixty (60) days after such new annual or adjusted budget shall have been delivered to the Unit Owners, as set forth in paragraphs (b) and (c) of this Section.

(g) Accounts. All sums collected by the Board of Directors with respect to assessments against the Unit Owners or from any other source may be comingled into single fund, but shall be held for each Unit Owner in accordance with his Percentage Interest.

6.02. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 6.01 of this Article VI. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No former Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. The purchaser of the Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor, provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five (5) business days following a written request therefor to the Board of Directors or Managing Agent, and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that each Mortgagee or other purchaser of a Unit who obtains title to a Condominium Unit by virtue of foreclosure or pursuant to remedies provided in such Mortgage, or by deed or assignment in lieu of foreclosure, together with its successors and assigns ("***Permitted Mortgagees***") shall not be liable for, and shall take the Condominium Unit free of, any claims for unpaid assessments or charges against such Unit which accrue prior to the time such Permitted Mortgagee acquires title thereto as aforesaid. Any such unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such Permitted Mortgagee as aforesaid shall be collectible from all Unit Owners, including said Permitted Mortgagee, in proportion to their respective Percentage Interests.

6.03. Collection of Assessments. The Board of Directors or the Managing Agent, at the request of the Board of Directors, shall take prompt action to collect any assessment for Common Expenses due from any Unit Owner which remains unpaid for more than fifteen (15) days from the due date for payment thereof. Any assessment, or installment thereof, not paid when due may, at the discretion of the Board of Directors, bear interest on the principal amount only from the due date thereof until paid at a rate not to exceed the maximum lawful rate as provided in the

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Condominium Act.

6.04. Statement of Financial Liability. Upon written request, the Board of Directors shall provide any Unit Owner, contract purchaser or Mortgagee, at his sole expense, a written Statement of Financial Liability showing all unpaid assessments currently levied against his Unit. The Statement required hereby shall be in a form suitable for recording, shall be furnished within fifteen (15) days from the date of receipt of the request, and shall be binding on the Board of Directors and each Unit Owner.

6.05. Payments Under the Lease. Each annual budget prepared pursuant to these Bylaws by the Board of Directors shall separately state the Grounds Rents reserved under the Lease and required to be paid to the Landlord by Unit Owners as tenants under New Leases (as defined in Section 22 of the Lease). Each Unit Owner shall pay the Ground Rents in proportion to his respective Percentage Interest, and does hereby consent to the designation of the Council of Unit Owners as the agent for collection, remittance and disbursement of payments with respect to Ground Rents in accordance with the provisions of the Lease. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Unit Owner shall pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors) one-twelfth (1/12) of the Ground Rents reserved under the Lease and required to be paid to the Landlord with respect to such Unit Owner's Unit for the current fiscal year. In the event that any monthly payment by a Unit Owner hereunder is less than the sum of such Unit Owner's assessment for Common Expenses plus the Ground Rents due with respect to the Unit Owner's Unit, amounts paid by the Unit Owner shall first be credited toward Ground Rents due with respect to such Unit Owner's Unit, and the remainder, if any, shall be credited toward such Unit Owner's assessment for Common Expenses. In the event that any Unit Owner fails to pay his proportionate share of Ground Rents under the Lease, the Council of Unit Owners may, but shall not be obligated to, pay Ground Rents on behalf of such Unit Owner, in which event amounts so paid by the Council of Unit Owners shall constitute a lien on such Owner's Unit pursuant to Section 11-110 of the Condominium Act and Section 11.02 of these Bylaws. Notwithstanding any provision contained herein to the contrary, the Council of Unit Owners shall establish a separate fund for payments collected with respect to Ground Rents, and shall keep books and records of such payments in the same manner as books and records are kept by the Council of Unit Owners with respect to payments by Unit Owners with respect to Common Expenses. The Council of Unit Owners shall make its books and records with respect to Ground Rents available to Landlord at Landlord's request, and shall provide to Landlord on a monthly basis a current record of payment or nonpayment of Ground Rents by Unit Owners. Notwithstanding the foregoing, each Unit Owner recognizes that the Landlord may at any time terminate the responsibilities of the Council of Unit Owners under this Section 6.05 and designate a substitute agent or agents for collection of Ground Rents.

6.06. Maintenance, Repair, Replacement and Other Common Expenses.

(a) By the Board of Directors. The Board of Directors shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of not less than sixty-six and two-thirds percent (66-2/3%) of the Board of Directors, such expense was necessitated by the negligence, misuse or

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neglect of a Unit Owner) of all of the Common Elements (including the Limited Common Elements) as defined herein or in the Declaration, whether located inside or outside of the Units, the cost of which shall be charged to all Unit Owners as a Common Expense; and with respect to the vertical fan coil units within Units, the Board of Directors shall be responsible for routine maintenance such as seasonal changing of filters, oiling of motors and cleaning of condensate drain pans; provided, however, that each Unit Owner shall perform normal maintenance on any Limited Common Elements appurtenant to his Unit and any portion of the remaining Common Elements which the Board of Directors pursuant to the Rules and Regulations has given him permission to utilize, including without limitation the items enumerated in subsection (b) hereof; provided, further, that with respect to the vertical fan coil units the Board of Directors shall not be responsible for repair or replacement of any components thereof or otherwise be responsible or liable for the maintenance of such units.

(b) By the Unit Owner.

(1) Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition, and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which from time to time may be necessary to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure to make any of the repairs required by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Board of Directors is responsible.

(2) Any Unit Owner permitted by the Board of Directors to use a specific portion of the Common Elements for storage is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner. The Board of Directors sail have no responsibility for articles stored by Unit Owners in any portion of the Common Elements.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

6.07. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements costing in excess of ten percent (10%) of the budget of the Council of Unit Owners for the current fiscal year during any period of twelve consecutive months, and the asking of such Agent (as determined by the Board of Directors) one-twelfth (1/12) of the Ground Rents reserved under the Lease and required to be paid to the Landlord with respect to such Unit Owner's Unit for the current fiscal year,--in the event that any monthly payment by a Unit Owner hereunder is less than the sum of such Unit Owner's assessment for Common Expenses plus the Ground Rents due with respect to the Unit Owner's Unit, amounts paid by the Unit Owner shall first be credited toward Ground Rants due with respect to such Unit Owner's Unit, and the

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remainder, if any, shall be credited toward such Unit Owner's assessment for Common Expenses. In the event that any Unit Owner fails to pay his proportionate share of Ground Rents under the Lease, the Council of Unit Owners may, but shall not be obligated.to, pay Ground Rents on behalf of such Unit Owner, in which event amounts so paid by the Council of Unit Owners shall constitute a lien on such Unit Owner's Unit pursuant to Section 11-110 of the Condominium Act and section 11-02 of these Bylaws. Notwithstanding any provision contained herein to the contrary, the Council of Unit Owners shall establish a separate fund for payments collected with respect to Ground Rents, and shall keep books and records of such payments in the same manner as books and records are kept by the Council of Unit Owners with respect to payments by Unit Owners with respect to Common Expenses. The Council of Unit Owners shall make its books and records with respect to Ground Rents available to Landlord at Landlord's request, and shall provide to Landlord on a monthly basis a current record of payment or non-payment of Ground Rents by Unit Owners. Notwithstanding the foregoing, each Unit Owner recognizes that the Landlord may at any time terminate the responsibilities of the Council of Unit Owners under this Section 6.05 and designate a substitute agent or agents for collection of Ground Rents.

6.08. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors. No Unit Owner shall paint or alter the exterior of his Unit, including the doors and windows of the latter, nor shall any Unit Owner paint or alter the exterior of the Building, without the prior written consent of the Board of Directors. The Board of Directors shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement (by painting or otherwise) to or in such Unit Owner's Unit within forty-five (45) days after such request and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed structural addition, alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Council of Unit Owners and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Council of Unit Owners by the Board of Directors only, without however incurring any liability on the part of the Board of Directors or any of them to any Contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom. subject to the approval of Mortgagees as required under Section 9(b1 of the Declaration and Master Lease, the Board of Directors and any Unit Owner affected, any Unit may be subdivided or may be altered so as to relocate the boundaries between such Unit and any adjoining Units. The provisions of this Section 6.08 shall not apply to Units owned by the Developer until deeds of conveyance of such Units shall have been recorded, The Developer shall have the right to make such alterations or subdivisions, including the reapportionment of Percentage Interests, without the consent of the Board of Directors and the Board of Directors shall execute any such application required. All such alterations and sub-divisions shall be evidenced by an amendment to the Declaration AS required by Section 11-107 of the Condominium Act.

6.09. Restrictions and Use of Units and Common Elements.

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(a) Each Unit and the Common Elements shall be occupied and used as follows:

(1) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or any part thereof applicable for residential use without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in the Unit or in the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste shall be committed in the Corson Elements.

(2) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. Those Isla, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion or use of the Property to he complied with shell be complied with by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a Common Expense.

(3) Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors.

(4) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Unite.

(5) No Unit after its initial conveyance shall be rented for transient or hotel purposes or in any event for any period less than twelve (12) months. No portion of any Unit (other than the entire Unit) shall be leased for any period, No Unit Owner shell lease a Unit other than on a standard form of lease the terms and provisions of which have received the prior approval of the Board of Directors, and each Unit owner shall promptly following the execution of any such Isaac, forward a conformed copy thereof to the board of Directors. The foregoing provisions of this subparagraph shall not apply to the Developer, or to a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure, during the period of such Mortgagee's possession.

(6) No trailers, trucks, campers or boats may be parked on the Property. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept on the Property.

(7) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements. Any Unit Owner who keeps or maintains any pet upon any portion of the Property in violation of these Bylaws shall he deemed to have indemnified and agreed to hold the Condominium, each Unit Owner, and the Developer free and harmless from any loss, claim or

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liability of any character whatsoever arising by reason of keeping or maintaining such pet within the Condominium.

(8) The Board of Directors shall have the right from time to time to prescribe limits on the size, weight or type of vehicles using the parking facilities of the Condominium.

(9) Nothing shall be affixed to the exterior of the Building, including but not limited to, window air conditioners, television or radio antennas, or other electrical connections, except in such manner as may be approved or approved in writing by the board of Directors.

(10) Each Apartment Unit Owner (a) shall have carpeting installed over at least eighty percent (80%) of the floor area, excluding the kitchen, of the unit within thirty (30) days of occupying the Unit.

(11) No Unit Owner shall place or cause to permit to be placed on or in the public halls, stairways or other Common Elements (other than in the areas designated no storage areas) any bicycles, furniture, packages or objects of any kind. The halls and stairways shall be used for no purpose other than for normal transit.

(12) No Owner of a Commercial Unit shall use or permit the use of such Unit for any of the following purposes:

(i) manufacturing or assembly of goods;

(ii) preparation or sale of food and food products;

(iii) sale or transfer in any spirituous liquors, wines, ales or beer, or any morally offensive goods, materials, or services, as determined by the Board of Directors;

(iv) retail or wholesale sales establishments of an offensive character inconsistent with the residential character of the Condominium, as determined by the Board of Directors.

(13) The Board of Directors may at any time limit or abolish the access to or use of the switchboard service by Commercial Unit Owners.

6.10. Rules and Regulations

(a) Rules and Regulations may be adopted freely by the Board of Directors, and without the requirement of the approval or ratification by the Council of Unit Owners as a condition to their adoption. All Rules and Regulations shall be adopted as supplements to, and not in lieu of, legally required provisions of the Bylaws. Should any adopted rules or regulations contradict any provisions of the Bylaws, as amended, the provisions of the Bylaws shall take precedence.

(b) All Rules and Regulations proposed by the Board of Directors or by any committee appointed by the Board of Directors to act on its behalf shall be considered and adopted in

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accordance with the applicable statutes and regulations of the State of Maryland and Montgomery County, Maryland, as amended.

(c) The Rules and Regulations apply to Unit Owners, Tenants, Residents, and Occupants at the time of promulgation and to subsequent owners, tenants, residents and occupants.

6.11. Sanctions. Except as otherwise provided in the Declaration, the Bylaws or the Rules of the Condominium, the Board of Directors shall have the power to impose a fine or forfeiture, suspend voting privileges or otherwise discipline a Unit Owner or Resident for violation of the Declaration, the Bylaws or the Rules; provided that the Board of Directors shall comply with such statutes and regulations of the State of Maryland and Montgomery County, Maryland, as shall be applicable to such actions.

6.12. Right of Access. By acceptance of his deed of conveyance, each Unit owner thereby grants a right of access to his Unit, as provided by Section 11-123(e) of the Condominium Act, to the Board of Directors or the Managing Agent, or any other person authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in his Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Property or to correct any condition which violates any Mortgage, provided, however, that requests for entry, except in emergencies, are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

6.13. Utility Charges. Each Unit Owner shall pay for utilities consumed or used in his Unit which are billed directly to such Unit through separate meters. The cost of utilities serving the Common Elements and of utilities serving Units through meter systems other than separate meters for each Unit shall be Common Expenses. The costs of operation, maintenance, repair and replacement of any elevators shall be Common Expenses.

ARTICLE VII
Insurance

7.01. Authority to Purchase. Except as otherwise provided in Section 7.03 of this Article VII, all insurance policies relating to the Property shall be purchased by the Board of Directors for the use and benefit of the Council of Unit Owners, the Unit Owners, and their respective Mortgagees, as their interests may appear, which insurance shall be governed by the following provisions:

(a) The Board of Directors shall obtain a single master policy covering physical damage for the entire Property. The Board of Directors may, in its discretion, request that the insurance company issue to each Unit Owner a certificate or sub policy specifying the portion of the master policy allocated to each Unit Owner's Condominium Unit to the extent that such certificates or

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sub-policies are issued by the insurance company. Each Unit Owner shall have the right to obtain at his own expense insurance covering the personal property and improvements made to his Unit and additional living expense coverage` insuring him for the cost of emergency shelter in the event of damage rendering his Unit uninhabitable.

(b) In addition, such master policy and any policy purchased pursuant to Section 7.02(c) of this Article VII, shall provide the following:

(1) That the insurer waives any right to claim by way of subrogation against the Council of Unit Owners, the Board of Directors, the Managing Agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;

(2) That such master policy shall not be cancelled, invalidated or suspended due to the conduct of any Unit Owner or of any member, officer or employee of the Board of Directors or the Managing Agent without a prior demand in writing that the Board of Directors or the Managing Agent cure the defect and neither shall have so cured such defect;

(3) That any “other insurance” clause contained in such master policy expressly exclude individual Unit Owners' policies from its operation;

(4) That until the expiration of thirty (30) days after the insurer gives notice in writing to any Mortgagee, such Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Unit Owner of such Unit, the other Unit Owners, the Board of Directors, or any of their agents, employees, or household members, nor cancelled for nonpayment of premiums;

(5) That such master policy may not be cancelled or modified without at least thirty (30) days prior written notice to the Board of Directors and all Mortgagees;

(6) A waiver of any right of the insurer to repair, rebuild and replace, if a decision is made pursuant to Article VIII of these Bylaws not to repair, reinstate, rebuild or restore the damage or destruction and, in such event, the insurer shall pay on the basis of replacement cost;

(7) A standard mortgagee clause in favor of each Mortgagee to the extent of the portion of the coverage of the master policy allocated to a mortgaged Unit, which clause shall provide that the loss, if any, thereunder shall be payable to such Mortgagee and the Unit Owner as their interests may appear; subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee contained in Sections 7.04 and 1.05 of this Article VII;

(8) A standard mortgagee clause acceptable to the Mortgagee, which clause shall provide that the insurance carrier shall notify the Mortgagee (or Trustee under a Deed of Trust) at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy;

(9) The Developer shall be protected by all of the foregoing provisions as if the Developer were a Unit Owner for so long as the Developer is the owner of any Unit.

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(c) All policies of insurance shall be written by companies acceptable to the Mortgagees, licensed to do business in the State of Maryland, and holding a rating of Class VI (or the equivalent) or better by Best's Insurance Reports.

(d) No insurance shall be obtained or maintained where (1) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against the Unit Owner or Mortgagee or his designee or successors in interest; (2) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Unit Owner or Mortgagee or his designee or successors in interest from collecting insurance proceeds.

(e) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees, unless otherwise required by law.

(f) Any Unit Owner who obtains individual insurance policies covering any portion of the Property, other than personal property belonging to such Unit Owner, shall be required to file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Unit Owner shall also promptly notify, in writing, the Board of Directors in the event such policy is cancelled.

(g) In the event that any insurance policy purchased by the Council provides for a “deductible,” any amount required to be paid on account of such deductible shall be considered and treated as a common expense and paid in accordance with Article VI of these Bylaws except that if the recovery under the insurance is related to damage within a unit or units then the deductible shall be considered and treated as an expense to be paid by the owner of that unit or the units affected in proportion to the recovery under the insurance allotted to the unit or units.

7.02. Insurance Coverage.

(a) The Board of Directors shall obtain and maintain the following insurance:

(1) A blanket insurance policy on a 100% replacement cost basis covering all risk perils, including fire insurance with extended coverage and including the Replacement Cost and Agreed Amount Endorsements. Such insurance shall include explosion coverage or steam boilers, including breakdown of air conditioning equipment, building service machinery and electrical equipment at a minimum of the replacement cost of the building (as determined by the Board of Directors), per accident per location, and shall include coverage for cost of demolition and increased cost of construction resulting from the operation, of building laws or codes. The insurance coverage obtained by the Board of Directors shall exclude any coverage on any personal property or fixtures located within or appertaining to the exclusive use of a unit, including but not limited to any appliances, windows, drapes, carpeting, and wall coverings, and any liability coverage on a Unit Owner, its guests, invitees, employees or any other occupants of

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such unit, arising out of any and all occurrences and happenings within a unit and/or relating in any way whatsoever to said personal property and fixtures, it being understood that it is the sole responsibility of each Unit Owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors. Such insurance shall cover the interest of the Council of Unit Owners, the Board of Directors, all Unit owners and their Mortgagees, and the Landlord, as their interests may appear. Replacement cost shall be determined annually by the Board of Directors with the assistance of the insurance company affording such coverage;

(2) workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and

(3) such other insurance as the Board of Directors may determine or as may be requested from time to time by a Majority of the Unit Owners.

(b) The insurance company shall provide to any mortgagee so requesting it, at least thirty (30) days prior to expiration of the then current policies, a certificate or sub-policy of insurance specifying the portion of the master policy of physical damage insurance allocated to a unit on which the Mortgagee holds a mortgage, together with copies of all renewals of such master policy and all sub-policies or certificates and endorsements issued thereunder, and such proof of payment of premiums; as may be requested by the Mortgagee. Prior to obtaining any policy of physical damage insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from an insurance company,, or such other source as the Board of Directors may determine, of the current replacement cost of the Property (exclusive of the Land), without deduction for depreciation, for the purpose of deter mining the amount of physical damage insurance to be secured pursuant to this Section.

(c) The Board of Directors shall obtain and maintain public liability insurance for bodily injury and property damage (including, with regard to the Board of Directors, libel, slander, false arrest, wrongful eviction and invasion of privacy). The Board of Directors shall also obtain Directors and Officers liability insurance, if available at reasonable cost. All such insurance shall be carried in such limits as the Board, of Directors may from time to time determine, insuring, as appropriate, each member of the Board of Directors, the Managing Agent, each Unit Owner, and the Developer against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain; a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; hired and non-owned vehicle coverage; host liquor liability coverage with respect to events sponsored by the Council of Unit Owners; deletion of the normal products exclusion with respect to events sponsored by the Council of Unit Owners; and a “severability of interest” endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Council of Unit Owners or of another Unit Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than One Million Dollars ($1,000,000) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of “umbrella” liability insurance in excess of the primary limits shall also

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be obtained.

(d) The Board of Directors shall maintain or assure the existence of adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Council of Unit Owners and all others who handle, or are responsible for handling, funds of the Council of Unit Owners, including the Managing Agent. Such fidelity bonds shall; (i) name the Council of Unit Owners as an obligee; (ii) be written in an amount not less than Fifty Thousand Dollars ($50,000) or not less than one and one-half times the estimated annual operating expenses of the Property, including reserves and escrows, whichever amount is greater; (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and (iv) provide that the same may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Council of Unit Owners and all Mortgagees. The premium on such bonds shall constitute a Common Expense.

(e) If required by any governmental or quasi-governmental agency including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the Board of Directors shall provide flood insurance in accordance with the then applicable regulations of such agency.

7.03. Separate Insurance. Each Unit Owner shall have the right, at his own expense, to obtain additional insurance for his own Unit and for his own benefit and to obtain insurance coverage upon his personal property and for his personal liability; provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such additional insurance coverage so as to decrease the amount which the Board of Directors, on behalf of all Unit Owners, may realize under any insurance policy on the Property or to cause any insurance coverage maintained by the Board of Directors to be brought into contribution with such additional insurance coverage obtained by a Unit Owner.

7.04. Insurance Trustee.

(a) All insurance policies purchased by the Board of Directors shall be for the use and benefit of the Council of Unit Owners, the Unit Owners, their Mortgagees, and, the Developer, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid in trust to the Board of Directors.

(b) Nothing in these Bylaws shall require the Board of Directors to provide in any insurance policy that the proceeds thereof shall be paid in trust to an Insurance Trustee.

7.05. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent for all named insureds to adjust and settle all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims.

ARTICLE VIII

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Repair and Reconstruction After Fire or Other Casualty

8.01. When Repair and Reconstruction are Recruited. Except as otherwise provided in Section 8.04 of this Article, in the event of damage to or destruction of all or any of the Building as a result of fire or other casualty, the Board of Directors, under the direction of the Insurance Trustee, shall arrange for and supervise the prompt repair and restoration of the Building (including any damaged Units, but not including the floor coverings, kitchen or bathroom fixtures and appliances initially installed therein by the Developer, and furniture, furnishings, fixtures, appliances, equipment or other personal property supplied or installed by the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of his own unit,

8.02. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Building, the Board of Director under the direction of the Insurance Trustee shall obtain reliable and detailed estimates of the cost of repairing and restoring the Building (including any damaged units but not including any floor coverings, kitchen or bathroom fixtures and appliances initially installed therein by the Developer, and furniture, furnishings, fixtures, appliances, equipment or other personal property supplied or installed by the Unit Owners in the units to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Insurance Trustee determines to be necessary

(b) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction an repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, t e amount necessary to complete such reconstruction and repair shall be deemed a Common Expense and a special assessment therefor I shall be levied.

(c) Reconstruction, Any such reconstruction or rep it shall he substantially in accordance with the original construction of the Building.

8.03. Disbursements of Construction Funds.

(a) Construction Fund and Disbursement. The process of insurance collected on account of casualty, and the sums received by the Insurance Trustee from collections of assessment is against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:
(1) If the estimated cost of reconstruction and repair is less than Twenty-Five Thousand Dollars ($25,000), then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors.

(2) If the estimated cost of reconstruction and repair is Twenty-Five Thousand Dollars ($25,000) or more, then the construction fund shall be disbursed in payment of such coats upon approval of an architect qualified to practice in the State of Maryland and employed by the Insurance Trustee

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to supervise such work, payment to be made from time to time as the work pry greases. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect, and other persons who have rendered services or furnished materials in connection with the work and stating that: (a) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(3) Disbursements under (1) and (2) above shall only be made upon receipt of appropriate releases of lien or lien waivers from all contractors or subcontractors employed in1 connection with said repair or reconstruction.

(b) Surplus. It shall be presumed that the first 1 monies disbursed .n payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a ba1ante in the construction fund after the payment of all of the 1 costs of the reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners in proportion to their Percentage Interests and shall be distributed in accordance with the priority of interests at law o in equity in each Unit.

(c) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing those portions of the Common Elements which enclose and service the Units, then to the Unit which were damaged, and thereafter to the cost of repairing the other Common Elements.

8.04. When Reconstruction is Not Required.

(a) Insubstantial Damage. In the event of insubstantial damage to the Common Elements, and if the Board of Directors shall elect not to repair the same, then in such event any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Percentage Interests.

(b) Substantial Damage. In the event the estimated cost of repairing or reconstruction is equal to or greater than two-thirds (2/3) of the then replacement value of the Building, then such damage or destruction shall not be repaired or reconstructed unless all of the Unit Owners shall decide, within sixty (60) days after the casualty, to repair or reconstruct. If, for any reason, reliable and detailed estimates of the cost of repo r or reconstruction are not made available to the Council of Unit, Owners within said period of sixty (60) days after the casualty then such period shall be extended until five (5) days after such information shall be made available to the Council of Unit Owners; provided, however, that said period of time shall in no event exceed ninety (90) days after the casualty. No Mortgage shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed. In the event the Council of Unit Owners determines that the damage or destruction shall not be repaired or reconstructed,

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then and in that event (i) the Property shall be deemed to be owned in common by the Unit Owners; (ii) the undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the Percentage Interest previously owed by such Unit Owner; (iii) any liens affecting any of the Units; shall be deemed to be transferred in accordance with the existing priorities to the Percentage Interest of the Unit Owner in the, Property; and (iv) pursuant to Section 11-111(c) of the Condominium Act, the Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale shall be paid to the Insurance Trustee and disbursed as herein provided. Such determination not to repair and reconstruct shall be evidenced by a certificate of the Council, of Unit Owners executed by the President and Secretary, certifying the facts effecting the same, which certificate shall become effective upon being recorded in the Land Records of Montgomery County, Maryland. Said net proceeds of sale, together with the net proceeds of the insurance on the Property shall be considered as one fund which, after paying all expenses of the Insurance Trustee, and all costs and expenses of clearing and removing all debris and rubble from the Land, shall be divided among all the Unit Owners proportionate to their respective Percentage Interests in the Property after first paying out of the respective shares of the Unit Owners, to the extent sufficient. for the purpose, all liens on the Percentage Interest in the Property the owned by each Unit Owner. Prior to any disbursements to Unit Owners, the Mortgagee on any Unit shall receive payment in full of the debt secured by its Mortgage to the extent that such debt does not exceed an amount equal to (i) the insurance proceeds paid with respect to the Unit covered by such Mortgage; plus (ii) any sums which might otherwise be due the Owner of such Unit from the proceeds of the sale of the entire Property. Disbursement to Unit Owners shall be made as provided herein.

(c) Zoning Restrictions. In the event that the Building is characterized as a non-conforming use under the Zoning Ordinance of Montgomery County, Maryland, damage to or destruction of the Building shall be dealt with in the following manner:

(i) In the event that the amount of damage to or destruction of the Building is equal to or greater than two-thirds of the then replacement cost of the Building, such damage shall be dealt with as set out in Section 8.04(b) hereof.

(ii) In the event that the amount of damage to or, destruction of the Building is greater than fifty percent (50%) of the then replacement cost of the Building, but not equal to or greater than two-thirds of the then replacement cost of the Building, such damage and destruction shall be repaired or reconstructed pursuant to Section 8.01 hereof. In the event of a determination by Montgomery County that the Building may not be repaired or reconstructed, the Board of Directors is authorized to pursue all legal or administrative remedies or appeals with respect to such determination, and upon exhaustion of any such remedies and appeals pursued, such damage or destruction shall be considered substantial damages defined in Section 8.04(b) hereof and shall be, dealt with as set out therein.

8.05. Priority of Mortgagee to Insurance Proceeds; Condemnation Awards. Nothing in these Bylaws or the Declaration shall be construed to give a Unit Owner, or any other party, priority over the rights of any Mortgagee in the case of a distribution to a Unit Owner of insurance proceeds or condemnation awards for losses of his Unit and/or Common Elements.

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ARTICLE IX
Condemnation

9.01. General. In the event all or any part of the Property shall be taken by any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Council of Unit Curlers if such award amounts to less than Five Thousand Dollars ($5,000.00) and to the Insurance Trustee if such award amounts to Five Thousand Dollars ($5,000.00) or more. Any award made therefor shall be disbursed by the Council of Unit Owners or the Insurance Trustee, as the case may be, as hereinafter provided in this Article,

9.02. Common Elements. If the taking includes any part of the Land on which Common Elements are located (other than those contained within any Unit), and unless a Majority of Unit Owners shall decide within sixty (60) days after such taking not to replace such Common Elements, or any part thereof, on the remaining Land, according to plans first approved by the Council of Unit Owners, then the Board of Directors shall arrange for such replacement and the Council of Unit Owners or the Insurance Trus4 tee, as the case may be, shall disburse to the Landlord so much of the proceeds of such award, if any, as is properly allocable to the Landlord under the terms of the Lease (in the event the taking includes a taking of a part of the Land) and shall disburse the remainder of the proceeds in the same manner as they are required to disburse insurance proceeds where damage or destruction to the Common Elements is to be repaired or reconstructed, as provided for in Article VIII of these Bylaws; subject, however, to the right hereby reserved to the. Council of Unit Owners, to be exercised by a Majority of the Unit Owners, to provide for the disbursement by the Insurance Trustee of the remaining proceeds held by it (after payment of all costs incident to such replacement including all expenses of the Insurance Trustee) to the Unit Owners, or any one or more of them, amounts disproportionate to their Percentage Interests in the Property as established in the Declaration, which disproportionate amounts shall correspond with the disproportionate damages sustained by the Owners, or any one or more of them, as the Council of Unit Owners may determine by a Majority of the Unit Owners. If at least a Majority of the Unit Owners shall decide within sixty (60) days after such taking not to replace the Building, or any portion thereof, or in the event the taking is confined to the Common Elements on which no Building shall have been constructed, then the Council of Unit Owners or the Insurance Trustee, as the case may be, shall disburse the proceeds of the award in the manner hereinabove provided for the disbursement of the remaining proceeds of an award after payment of all costs incident to replacement of the Building taken, including the right reserved to the Council of Unit Owners to provide for the disbursement by the Insurance Trustee of the remaining proceeds held by it to the Unit Owners in disproportionate amounts as aforesaid.

9.03. Units. If the taking includes one or more Units or Limited Common Elements, or any part thereof, whether or not there is included in the taking any part of the Common Elements, then unless two-thirds (2/3) of the total vote of the Council of Unit Owners shall decide within sixty (60) days after such taking not to terminate the condominium regime, the taking shall be treated

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as damage or destruction which shall not be repaired or reconstructed as provided in Section 8.04(b) of Article VIII of these Bylaws, whereupon the condominium regime will be terminated in accordance with the provision of the Real Property Article of the Annotated Code of Maryland and Section 8.04(b) of these Bylaws, except that so much of the award, if any, as is properly allocable to the Landlord under the terms of the Lease (if the taking includes a taking of part of the Land) shall first be paid to the Landlord, and wherever "net proceeds of insurance" art referred to in Section 8.04(b), the same shall be deemed to refer to the net award received on account of such taking. Such taking shall be evidenced by the Council of Unit Owners certifying ¢s to the facts effecting the termination, which certificate shall become effective upon being recorded in the Lands Record of Montgomery County, Maryland. In the event at least two-thirds (2/3) of the total vote of the Council of Unit Owners shall decide within said sixty day period to continue the condominium regime after such taking, then the award for such taking shall be payable to the insurance Trustee and shall be disbursed (after payment of all expenses incident to such disbursement including the Insurance Trustee's fees and expenses) as follows and in accordance with the following priorities:

(a) To the payment to any Unit Owner of so such of the award as properly attributable to the taking of his Unit and for consequential damages as a result thereof, after first paying out of the portion of the award so allocated to such Unit Owner, to the extent of such allocated amount, all liens on such owner's Unit, including all Mortgages thereon.

(b) To the payment to any Unit Owner of so much of the award as is attributable to the taking of any Limited Common Elements to which such Unit Owner had a right of exclusive use, after first paying out of such portion of the award so allocated to such Limited Common Element to the extent of such allocated amount, all liens on such Limited Common Elements, including all Mortgages thereon. In the event such Common Element is a Limited Common Element for more than one Unit, the share so payable to the Unit Owner shall be the quotient obtained by dividing the amount of the award so allocated by the number of Unit Owner having the use of such Limited Common Elements to the exclusion of others.

(c) To the payment to any Unit Owner whose Unit is taken of a portion of the award attributable to the taking of any General Common Elements, after first paying to the Landlord Out of such Portion of the award so allocated to such General Common. Elements, so much thereof, if any, as is properly allocable to the Landlord under the Lease (if the taking includes a taking of a part of the Land), and thereafter all liens on such General Common Elements, including all Mortgages thereon. The portion so payable shall be a percentage thereof equal to the Percentage Interest of such Unit Owner in and to the Common Elements.

(d) To the payment of the costs and expenses of repairing and reconstructing any damage to the remainder of the Property. All such payments shall be held and disbursed by the Insurance Trustee as provided in Article VIII hereof. All damages and destruction to the remaining portions of the Property shall be, in the event the Condominium regime is continued, immediately repaired and reconstructed and the cost thereof shall be treated as a Common Expense, and in the event that the amount of the condemnation award remaining therefor is insufficient for the purpose, an annual assessment shall be levied therefor.

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9.04. Percentage Interests and votes. In the event after a taking of one or more Units, or a part thereof, it is determined to continue the condominium regime, the Percentage Interests of the Unit Owners suffering such taking shall be adjusted downward in proportion to the amount of floor area of each such Unit prior to the taking and the floor area following such taking, and 4he Percentage Interests of each remaining Unit Owner shall be adjusted upward in proportion to the amount of floor area of each such remaining Unit to the total remaining floor area in the Building. Unless specifically described in the declaration of taking, such taking of any Unit shall not include the taking of any portion of the vote or membership in the Council of Unit Owners, or the undivided Percentage Interest appurtenant thereto.

ARTICLE X
Mortgages

10.01. Notice to Board of Directors. A Unit Owner who mortgages his Unit shall notify the Board of Directors of the name and address of his Mortgagee and shall file a conformed copy of the note and Mortgage with the Board of Directors within thirty (30) days of execution thereof.

10.02. Notice of Default, Casualty or Condemnation. The Board of Directors, when giving notice to any Unit Owner of a default in paying an assessment for Common Expenses or any other default under any provisions of these Bylaws, shall simultaneously send a copy of such notice to the Mortgagee of such Unit within thirty (30) days of such default. Each Mortgagee shall also be promptly notified of any casualty giving rise to a possible claim under any insurance purchased under Article VII, of all actions taken under Article VIII, and of any taking in condemnation or by eminent domain and actions of the Council of Unit Owners with respect thereto.

10.03. Notice of Amendment of Declaration or Bylaws. The Board of Directors shall give notice to all mortgagees twenty-one (21) days prior to the date on which the Unit Owners, in accordance with the provisions of these Bylaws, propose to amend the Condominium Instruments.

10.04. Mortgagees' Approvals.

(a) Except as provided by statute in case of substantial loss to the Units and/or Common Elements, unless all Mortgagees shall have given their prior written approval, neither the Council of Unit Owners nor any Unit Owner shall, by act or omission, withdraw the submission of the Property to the Condominium Act.

(b) Unless seventy-five percent (75%) of the Mortgagees holding Mortgages constituting first liens on the Units subject to such Mortgages have given their prior written approval, neither the Council of Unit Owners nor any Unit Owner shall:

(i) Change the Percentage Interest or obligations of any Unit;

(ii) Subdivide or relocate the boundaries or interior partitions of any Unit encumbered by a

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Mortgage;

(iii) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (other than the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements);

(iv) Use hazard insurance proceeds for losses to the Property, or any portion thereof, (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Property, except as may be provided by the Condominium Act in case of substantial loss to the Units and/or Common Elements;

To the extent this subparagraph is consistent with the Condominium Act, amend the Declaration in a manner which will diminish the security of any Mortgagee.

10.05. Other Rights of Mortgagees. All Mortgagees or their representatives shall be entitled to attend meetings of the Council of Unit Owners and shall have the right to speak at such meetings. All such Mortgagees shall have the right to examine the books and records of the Council of Unit Owners and to require the submission of annual financial reports and other budgetary information.

ARTICLE XI
Compliance and Default

11.01.

(a) Relief. Each Unit Owner, and each Unit Owner's tenant, shall be governed by, and shall comply with, all of the terms of the Condominium Instruments and the Condominium Act as any of the same may be amended from time to time. Unit Owners shall bear sole responsibility for violations of the terms of the Condominium Instruments by any tenant occupying their Unit. If any Unit Owner fails to comply with the Condominium Law, the Declaration or the Bylaws, the Unit Owner may be sued for damages caused by the failure or for injunctive relief and, in addition, the Council of Unit Owners, acting through its Board of Directors or through the Managing Agent, shall be entitled to the following additional relief:

(b) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants, employees, agents, licensees or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(c) Costs and Attorney's Fees. In any proceedings arising out of any Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as

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may be determined by a court.

(d) No Waiver of Rights. The failure of the Council of Unit Owners, the Board of Directors, or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Condominium Act shall not constitute a waiver of the right of the Council of Unit Owners, the Board of Directors or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Council of Unit Owners, the Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or the Condominium Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same form exercising such other privileges as may be granted to such party by the Condominium Instruments or the Condominium Act or at law or in equity.

(e) Interest. In the event of a default by any Unit Owner in paying any Common Expenses or other sum assessed against him which continues for a period in excess of fifteen (15) days, the principal amount unpaid shall bear interest at a rate not to exceed the maximum lawful rate.

(f) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board of Directors, the breach of any Bylaw contained herein, or the breach of any provision of the Declaration or the Condominium Act shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws, and subject to applicable laws: (a) to enter the Unit in which, or as to which, such Violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including institution of proceedings for eviction of any tenant of a Unit Owner; and/or (c) to impose a fine of up to Twenty-Five Dollars ($25.00) on Unit Owners per infraction per day for so long as any violation of the Condominium Instruments continues.

11.02. Lien for Assessments.

(a) The total annual assessment of each Unit Owner for Common Expenses or any other assessment made pursuant to these Bylaws is hereby declared to be a lien levied against the Unit of such Unit Owner as provided in Section 11-110 of the Condominium Act, which lien shall be effective in accordance with subsection (d) thereof.

(b) In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner and his Mortgagee by the Board of Directors or the Managing Agent.

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(c) The lien for assessments may be enforced and foreclosed in the name of the Board of Directors, or the Managing Agent, acting on behalf of the Council of Unit Owners, pursuant to Section 11-110(f) of the Condominium Act. The Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of the State of Maryland.

(d) A suit to recover a money judgment for unpaid contributions may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

ARTICLE XII
Amendments to Bylaws

12.01. Amendments. These Bylaws may not be modified or amended except by the affirmative vote of Unit Owners holding sixty-six and two/thirds percent (66-2/3%) or more of the Percentage Interests as provided in Section 11-104(e) of the Condominium Act. The Secretary-Treasurer shall effectuate any amendments to the Bylaws by recording same among the Land Records of Montgomery County, Maryland, and shall certify that any such amendment was approved by the vote of Unit Owners with the required percentage of all the votes in the Council of Unit Owners.

12.02. Mortgagees and Landlords. These Bylaws contain provisions concerning various rights, priorities, remedies and interests of Mortgagees and of the Landlord. Such provisions in these Bylaws are to be construed as covenants for the protection of such Mortgagees and the Landlord on which they may rely in making loans secured by Mortgages and in submitting the Land to the Condominium Act.

ARTICLE XIII
Sales, Leases, and Allocation of Units

13.01. No Severance of Ownership. No Owner shall execute any deed, lease, mortgage, or instrument conveying or mortgaging the title to his Unit without including therein the undivided Percentage Interest of such Unit in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, Mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the interest in the Common Elements of any Unit may be sold, leased, transferred, given, devised, or otherwise disposed of, except as part of a sale, lease, transfer, gift, devise or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer, gift, devise or other disposition of such part of the interests in the Common Elements of all Units.

13.02. Payment of Assessments. With the exception of Permitted Mortgagees, no Owner shall be permitted to convey, mortgage, hypothecate, sell, lease, give, or devise his Unit unless and until

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he (or his personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors against his Unit.

ARTICLE XIV
Miscellaneous

14.01. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid (or otherwise as the Condominium Act may permit), (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary-Treasurer or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Council of Unit Owners, the Board of Directors, or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one Person, each such Person who so designates an address in writing to the Secretary-Treasurer shall be entitled to receive all notices hereunder.

14.02. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws to the extent of any provision thereof.

14.03. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context no requires.

IN WITNESS WHEREOF, the undersigned officers of the Council of Unit Owners of Kenwood Place Condominium, and the Unit Owners in the Kenwood Place Condominium, hereby consent and approve the above Amendment to the Bylaws of the Council of Unit Owners of Kenwood Place condominium and hereby certify that the Amendment was duly adopted by the Council and its members pursuant to the terms of the Bylaws and the Condominium Act of the State of Maryland.

In accordance with Section 11-104 of the Maryland Condominium Property Act (Annotated Code of Maryland, Real Property, Title 11) and in accordance with Article VII, Section 12.01, of the Bylaws of the Council of Unit Owners of Kenwood Place Condominium, the Secretary, as the person authorized to count votes of the owners, hereby certifies that the Amendment to which this certificate is attached was approved by Unit Owners having sixty-six and two-thirds percent (66-2/3%) or more of the vote at a regular or special meeting. This certificate is recorded for the purpose of conforming to Section 11-104 of the aforementioned Act and hereby accompanies the amendments to the Bylaws for the Council of Unit Owners of Kenwood Place Condominium.

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AMENDMENT TO THE AMENDED BYLAWS FOR THE COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM

WHEREAS, Kenwood Place Associates, a Wisconsin Limited Partnership, filed a Declaration and Master Lease for Kenwood Place Condominium (hereinafter referenced to as the "***Declaration***"), dated May 6, 1981, and recorded at Giber 5696, Folio 663, et seq., Montgomery County, Maryland Land Records) as amended by Amendment to Declaration and Master Lease dated June 5, 1981, and recorded among the Land Records of Montgomery County, Maryland, at Liber 5716, Folio 302; and

WHEREAS, under Section 11-109 of the Maryland Condominium Act (Annotated Code of Maryland, Real Property Article, Title 11) (hereinafter referred to as the "***Act***"), the affairs of the Condominium are governed by the Council of Unit Owners, which is comprised of all Unit Owners at Kenwood Place Condominium; and

WHEREAS, under Section 10 of the Declaration and Article III of the Amendment to the Bylaws for the Council of Unit Owners of Kenwood Place Condominium dated April 29, 1984, and recorded among the Land Records of Montgomery County, Maryland, at Liber 6384, Folio 758, which entirely replaced the original Bylaws of the Council of Unit Owners of Kenwood Place Condominium recorded among the Land Records of Montgomery County, Maryland, with the aforesaid Declarations, the administration of the Condominium is given to the Council of Unit Owners; and

WHEREAS, the Amendment to the Bylaws for the Council of Unit Owners of Kenwood Place Condominium may be amended by the affirmative vote of Unit Owners holding sixty-six and two-thirds percent (66-2/3%) or more of the percentage interests in the Condominium; and

WHEREAS, Unit Owners holding more than sixty-six and two-thirds percent (66-2/3%) of the percentage interests in the condominium have, by affirmative vote, approved this Amendment to the Amended Bylaws for the Council of Unit Owners of Kenwood Place Condominium previously recorded; and

WHEREAS, the Unit Owners have concluded that it is necessary and beneficial for the proper conduct of the Council of Unit Owners to eliminate the requirement that proxies be notarized.

NOW, THEREFORE, pursuant to Section 11-104 of the Act and in accordance with the Amendment to the Bylaws for the Council of Unit Owners of Kenwood Place Condominium, Article III, Section 3.13, of the Amendment to the Bylaws for the Council of Unit Owners of Kenwood Place Condominium is hereby amended by deleting the bracketed language therefrom as follows:

3.13. Proxies. A vote may be cast in person or by proxy. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein, or any adjournment thereof, shall be duly acknowledged, and must be filed with the Secretary before the appointed

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time of the meeting or at the meeting prior to its exercise. Such proxy shall be revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such unit, by exercising and filing a later dated proxy or revocation, or by appearance and voting in person. A proxy to be valid must be dated, must not purport to be revocable without notice as aforesaid, and must be duly acknowledged. No proxy hereunder in any event shall be effective for more than ninety (90) days following its issuance, unless granted to a Unit Owner's mortgagee.

IN WITNESS WHEREOF, the undersigned officers of the Council of Unit Owners of Kenwood Place Condominium, hereby consent and approve the above Amendment to the Amended Bylaws for the Council of Unit Owners of Kenwood Place Condominium and hereby certify that the Amendment was duly adopted by the Council and its members pursuant to the terms of the Amendment to the Bylaws for the Council of Unit Owners of Kenwood Place Condominium and the Condominium Act of the State of Maryland.

(NOVEMBER 1990 AMENDMENT)

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AMENDMENT TO BYLAWS
FOR THE COUNCIL OF UNIT OWNERS OF KEN WOOD PLACE CONDOMINIUM

THIS AMENDMENT TO BYLAWS is made as of April 27, 2005 by COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM, an unincorporated association created pursuant to Section 11-109(d) of the Maryland Condominium Act ("***Association***").

RECITALS:

R-1. A Declaration and Master Lease Agreement dated May 6, 1981 and recorded May 8, 1981 in Liber 5696 at Folio 663 of the land records for Montgomery County, Maryland (as amended, the "***Declaration***"), and Bylaws for the Council of Unit Owner$ of Kenwood place Condominium recorded as Exhibit C to the Declaration (as amended, the "***Bylaws***"), established a plan for condominium ownership for certain leasehold premises and the improvements thereon located at 5301 Westbard Circle, Bethesda, Maryland, to be known as the Kenwood Place Condominium (the "***Condominium***").

R-2. In accordance with a duly held vote of the Unit Owners of the Condominium and Section 33 of that certain Indenture of Lease by and between Laszlo N. Tauber, Trustee for Westwood Joint Venture, as landlord, and Kenwood Place Associates, the Declarant under the Declaration and successor-in-interest to MGIC Ventures, Inc., as tenant, dated as of August 27, 1973 (as amended, the "***Lease***"), the Board of Directors of the Association, on behalf of the Unit Owners, exercised its right of first refusal to acquire the land subject to the Lease (the "***Land***").

R-3. On April 27, 2005, the Unit Owners of the Condominium acquired the Land and hereby wish to amend the Bylaws to reflect that the Land is incorporated as a Common Element of the Condominium and that the Lease is terminated.

R-4. Section 12.01 of the Bylaws provides that Bylaws may be amended by the affirmative vote of Unit Owners holding 66-2/3% or more of the percentage interest in the Condominium.

R-5. The Association has obtained the affirmative vote of Unit Owners holding at least 66-2/3% of the percentage interests in the Condominium, as evidenced by the Certification of Secretary attached hereto.

R-6. Section 12 of the Declaration has been amended and filed immediately prior hereto and replaces Article X of the Bylaws in entirety.

AMENDMENT:

Pursuant to and in compliance with Section 12.01 of the Bylaws and Section 11-104(e) of the Maryland Condominium Act, the Association hereby amends the Bylaws as follows:

1. Section 2.01 of the Bylaws is hereby amended by adding the following language at the

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end thereof: "The Common Elements of the Condominium include the fee simple interest in the Land."

2. All references to the Lease and leasehold interest are hereby deleted and the Bylaws are conformed to reflect that the Unit Owners of Kenwood Place Condominium own the Land as a Common Element of the Condominium.

3. Article X of the Bylaws is hereby deleted and replaced with the provisions of Section 12 as set forth in the Second Amendment to Declaration and Master Lease for Kenwood Place Condominium immediately filed prior hereto.

4. Except as modified by this Amendment, all the terms and provisions of the Bylaws are hereby confirmed and ratified and shall remain in full force and effect.

5. If any term, covenant, or condition of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Amendment or the application of such term, covenant or condition to any other person or circumstance shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed pursuant to due and proper authority as of the date first set forth above.

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KENWOOD PLACE CONDOMINIUM
REVISED RULES AND REGULATIONS

Overview: To update and republish Rules and Regulations for Kenwood Place Condominium (KPC). This document replaces previous Revised Rules and Regulations dated December 4, 1991 and other supplements thereafter. In addition, several Appendices are attached hereto that address specific areas and are an adjunct to this basic document. They are:

A. Complaint/Inquiry Procedures
B. Sundeck Procedures
C. Swimming Pool Procedures
D. Planting on Common Areas Policy
E. Renovation, Repair and/or Remodeling Unit Procedures
F. Dispute Settlement Mechanisms
G. Party Room(s) Procedures
H. Moving in and out Procedures

Revision Date: **May 18, 1999**

Effective Date: **June 25, 1999**

Background: The following Rules and Regulations are adopted pursuant to Section 6.10 of the Bylaws of the Council of Unit Owners of KPC and are intended to supplement, not replace the restrictions on the use of the Units and Common Elements, set forth in Section 6.09 of the Bylaws. In the event of any inconsistency between these Rules and Regulations and any provision of the Declaration or the Bylaws, the provisions of the Declaration or Bylaws shall control. These Rules and Regulations apply to and bind the Unit Owners, their families, guests, employees, residents, visitors, invitees and tenants.

Any consent or approval given under these Rules and Regulations may be added to, amended, rephrased or conditioned at any time by resolution of the Board of Directors (BOD) and in accordance with the Maryland Condominium Laws.

General: *Unit owners or residents are encouraged to contact the On-Site Manager should any clarification be required concerning these Rules and Regulations.*

COMMON ACCESSWAYS:

1. Common accessways shall not be obstructed or used for any purpose that would interfere with free passage to, from or about the various portions of the property. Common accessways include, but are not limited to, fire exits, building entrances, hallways, stairways, lobbies, elevators, roadways, parking areas, sidewalks and common grounds.

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2. No items may be left in the common accessways at any time including, but not limited to the following: shopping carts, strollers, bicycles, furniture, trash, and the like. Bicycles may be kept in residential units or, with conspicuous identification, in the bicycle storage room. Bicycles are stored in this room at owner's sole risk.

3. Occupants or guests shall not create undue disturbances in the common areas *at any time nor shall abusive or profane language or breach of the peace be tolerated.*

4. Bicycles, scooters or similar vehicles are not to be brought in or out of the building through the lobby entrances, and shall not be ridden through the interior common areas of the building. These areas include, but are not limited to hallways, elevators and the like.

5. Smoking is prohibited within the common areas of the building including party rooms.

6. No portion of the common property shall be used for moving sales, estate sales. In addition, moving or estate selling to the public is prohibited.

7. The driveways, parking lots, walkways, interior hallways, and stairwells ***are not playing areas.*** Activities such as riding bicycles, tricycles or scooters, skating, ball playing, etc., are not permitted at any time.

8. Giant shopping carts *may not be left on KPC Premises.*

9. Sound generated by live entertainment, television, radios, or recorded music shall be at low volume level so as to avoid causing annoyance to KPC residents.

10. Unit doors must remain closed when not in use. In addition to being a violation of house rules, the propping open of any unit door is a violation of the county fire code.

11. Use of any outdoor cooking equipment on any portion of the common areas is strictly prohibited.

SAFETY REGULATIONS:

1. Fire Alarm Systems and fire extinguishers shall be used only in the event of an emergency. Fire Exits must be kept free of obstructions at all times.

2. Only authorized personnel are allowed access to any mechanical equipment rooms, areas housing building operation systems, and the roof, exception of the sundeck.

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STORAGE AREAS:

1. Personal articles to be kept in designated storage areas must be stored entirely within owners'assigned storage bins.

2. Occupants may use only the storage area assigned to their Unit.

3. No *DANGEROUS OR FLAMMABLE SUBSTANCES (*e.g. *PAINT*) may be kept in the storage areas, when in doubt contact the On-Site Manager.

4. All materials and effects are kept in the storage areas at the owner's sole risk.

5. KPC has provides an area for storage of residents' bicycle. Bicycles are stored at owner's sole risk.

LAUNDRY ROOMS:

1. All residents must abide by the rules of usage and the hours (08:00 A.M. until 10:00 P.M.) as posted in each laundry room of KPC.

2. The dumping of garbage in the Laundry Rooms will not be tolerated.

TRASHROOMS:

1. All garbage must be bagged and tied before placing them in the trash chutes, never placed on the floor of the trash rooms. Newspapers are to be disposed of in accordance with instructions posted in the trashrooms.

2. No large items should be pushed down the trash chute. These items should be disposed of in the outside dumpsters.

3. Unit Occupants are responsible to remove from the property any furniture, appliance, or other large objects, he/she is discarding. Such items are not to be left in the trash rooms or by the outside Dumpsters.

4. The hours when the trash rooms may be used, and instructions on how the chutes may be used, are posted in each room. Everyone must abide by these rules. Hours are from 08:00 A. M. until 10:00 P. M.

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EXTERIOR OF UNITS:

1. No items may be attached to or hung from the exterior walls or the windows of a Unit.

2. The windows must never be used to enter, exit, or to move any object in or out of a Unit. Under special circumstances, the On-Site Manager with proper advance notice may grant permission.

3. No blinking, flashing, neon or rotating signs may be installed, so as to be visible from the outside. Appropriate holiday decorations may be displayed.

INTERIOR OF UNITS:

1. Unit Owner shall keep their unit in a good state of repair.

2. Nothing shall be swept or thrown from any door or window.

3. Unit corridor doors shall be kept closed at all times except when in actual use for ingress and egress to or from public corridors.

4. Occupants and guests are expected to reduce noise levels, after 11: 00 p.m. so as not to interfere with the rights, comfort or convenience of other Unit Occupants. Consideration of your neighbors is requested at all times.

5. Section 6.09 (a) (10) of the By-laws is hereby repeated for ***EMPHASIS:*** "Each Apartment Unit Owner shall have carpeting installed over at least eighty percent (80%) of the floor area, excluding the kitchen and bathrooms of the unit, within (30) days of occupying the Unit".

6. No pets are permitted on the premises.

MOVING:

All moves in or out must be scheduled with management. All residents are to notify the On-Site Manager at least 24 hours in advance of the move. ***(SEE APPENDIX H FOR COMPLETE PROCEDURES)***

AUTOMOBILES:

1. All vehicles must be registered with management and must display a valid KPC sticker.

2. All posted signs and speed limits must be obeyed.

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3. Vehicles are to be parked only on designated parking areas and must not block or prevent ready access to any entrance, or drive on the property. Parking in the driveway is not permitted.

4. No *PARKING OR STANDING* in the fire lanes is allowed.

5. Boats, trailers or commercial registered vehicles may not be parked or stored on any KPC property. (See on-site manager for parking location). Resident-owned service vehicles should be parked in spaces designated for KPC's use in the adjacent shopping center lot. In addition to the foregoing, the Board of Directors shall reserve the right, from time to time, to prescribe limits on the size, weight, or type of vehicles using any of the Kenwood Place parking facilities.

6. No junk, derelict, or inoperable vehicle may be parked or kept on any part of the property.

7. Vehicles of any type that require current registration and license plates for operation on public roads must also display current license plates while parked on KPC property. No vehicle may be parked on the property without displaying such license plates.

8. The American Disability Act, Fair Housing Act requires that handicapped reserved parking spaces be provided to individuals that are handicapped. Individuals meeting this requirement whose vehicles are licensed as handicapped should make a written request to management for appropriate action.

ADMINISTRATION:

All unit owners must provide management with operable keys to their units.

APPROVED:_____(DATE)_____
President, Board of Directors

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APPENDICES

A. COMPLAINT/INQUIRY PROCEDURES:

The Kenwood Place Condominium (KPC), Board of Directors (BOD) pursuant to its authority set forth in the Bylaws, hereby adopts the following policy resolution regarding unit owners and resident complaints:

- In the event any unit owner, resident or occupant of a unit residing in KPC has any complaint or inquiry regarding any act or failure to act on the part of (i) any other owner, resident or guest, or (ii) the BOD or any member thereof, or (iii) any committee or member thereof, or (iv) any officer of the Association, which act or failure to act allegedly was not in compliance with the Declaration, Bylaws, Rules and Regulations, Maryland or Montgomery County law or any resolution or decision of the BOD or any Committee, such complaint or inquiry must be provided, in *writing*, to the BOD or the management agent. The complaint or inquiry must indicate the name of the complaining party and which unit such person owns or is occupying.

- The BOD, or the management agent, shall have thirty (30) days to respond in *writing*, to the complaint or inquiry, which response shall indicate what action if any, the BOD intends to take with respect to the inquiry or complaint. In the case of an emergency involving the imminent threat to the health or safety of any person or property the BOD response must be as immediate as reasonably possible.

- Within *SEVEN (7) DAYS OF RECEIVING THE BOD RESPONSE,* the party submitting the complaint/inquiry or the BOD may request an informal hearing to discuss the subject matter of the complaint or inquiry which hearing shall then be scheduled within *FIFTEEN (15)* days of the date of such request or as soon thereafter as reasonably possible if the hearing cannot be held within *FIFTEEN (15)* days. If the subject matter is of a nature which may be discussed at a closed meeting of the BOD under applicable law, the BOD may elect to hold a closed executive meeting, excluding all owners and their representatives, including the complaining or inquiring party. Within *FIFTEEN (15)* days of the hearing the BOD shall provide the complaining or inquiring party with a final notice of BOD decision or position with respect to the subject matter discussed.

This complaint or inquiry procedure shall be part of the dispute resolution administrative procedures of KPC and must be utilized prior to the filing of any dispute with the Montgomery County Commission on Common Ownership Communities.

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B. <u>SUNDECK PROCEDURES:</u>

The Kenwood Place Condominium (KPC) maintains a Sundeck for use by its occupants. The following represents information and rules concerning the Sundeck:

- The sundeck is open Monday through Sunday from 8:00 AM to 8:00 PM.
- No one under 13 years of age is permitted in the sundeck area unless accompanied by an adult.
- No parties of any kind are allowed in the sundeck area.
- Guests must comply with and be governed by all rules and regulations promulgated by KPC.
- Owners or residents will be responsible for all actions of their guests and agree to hold KPC harmless from any and all liabilities and actions of their guests arising from use of the sundeck.
- Abuse of the rules for the sundeck by guests will result in immediate action by the management, including refusal of future use of the sundeck.
- Appropriate clothing and shoes must be worn to and from the sundeck area.
- No glass containers or cans of any kind will be allowed on the sundeck.
- No intoxicants will be allowed on the sundeck.
- No food will be allowed on the sundeck.
- Non-alcoholic beverages in <u>*PLASTIC*</u> containers may be brought on the sundeck.
- The sundeck door should be closed at all times.
- It is expressly understood that all persons using the sundeck do so at their own risk and sole responsibility for any accident, injury or loss of property in connection with its use.
- The cost of any property damage shall be charged to the responsible party.
- KPC will not be responsible for loss or damage to any personal property of any kind.
- The sundeck may be closed at any time due to weather or operational difficulties.
- No <u>*SMOKING, RUNNING, WRESTLING, BALL PLAYING*</u> or causing undue disturbances will be tolerated on the sundeck.
- Receptacles must be used for disposal of garbage.
- No reservation or <u>*HOLDING*</u> of chairs will be allowed.
- All personal items such as chairs, towels, etc., are to be returned to the user's respective unit.
- No radios, tape players, televisions or other devices of this nature will be permitted on the sundeck unless an earplug or headphones are used to the degree that others are not disturbed.
- Whenever suntan oil is used, please cover the chairs with towels to prolong their use.
- Sunbathing is appropriate <u>*only*</u> on the sundeck. It is <u>*not appropriate*</u> to sunbathe elsewhere on the common elements with the exception of the pool area.

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C. SWIMMING POOL PROCEDURES:

The Kenwood Place Condominium (KPC) has adopted rules, regulations and procedures (to be referred to as *General Rules*) for the protection and benefit of all owners and residents of KPC, to ensure safe and pleasant use of the pool and surrounding area. To make the pool more enjoyable, all residents should make a special effort to familiarize themselves with the general rules. Parents must inform and caution their children to observe the general rules and to obey directions from the lifeguard. It should be pointed out that residents are held responsible for all actions of their children. Failure to observe the general rules may result in forfeiture of pool privileges. All persons using the pool facilities do so at their own risk and agree to indemnify and hold harmless KPC and CFM Management against any and all claims or actions arising from injury, condition or damage to property resulting from such use.

POOL HOURS:

Monday through Friday	11:00 A.M to 8:00 P.M
Saturday and Sunday & Holidays	10:00 A.M. to 7:00 P.M.

GENERAL RULES:

The privilege of using the pool is extended to all KPC residents in good standing and their guests in accordance with these general rules:

- Admission to the pool area will be by resident or guest pool pass. One card per occupant in each resident unit will be issued. Residents are to obtain a dated "Guest Pool Pass" at the front desk for each of their guests desiring to use the pool. Residents and guests are required to sign in upon entering the pool area and show pool passes to the lifeguard.
- Guests must agree to abide by all provisions, limitations and restrictions contained in these general rules; and with the KPC Rules and Regulations in general.
- Swimming pool attire or bathrobes, wet or dry, may not be worn in the lobby area at any time.
- All bathers must be showered clean before entering the pool.
- Persons who are physically incontinent may not use the pool unless they are (i) properly supervised and (ii) properly clothed with diapers and snugly fitting rubber pants.
- No children under the age of 10 are allowed in the pool area unless accompanied by an adult. Children between the ages of 10 and 12 are permitted to use the pool so long as a responsible adult signs them in, agrees to remain on the premises (not necessarily in the pool area itself), and leaves a telephone number where the responsible adult can be reached immediately.
- No one will be permitted to use the pool until they can comply with the minimum standards for water safety (including a swimming proficiency test)

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as determined by the lifeguard, unless accompanied by a responsible swimmer.

- The lifeguard may impose reasonable requirements to ensure the safe use of all pool facilities.
- Balls, Frisbees, oversized play equipment, bicycles, skateboards, roller skates and similar recreational devices may not be brought into the pool area. The lifeguard, and/or management, may request the removal of any toy or float that is disturbing anyone using the pool area.
- Admission shall be refused to all persons having any communicable disease, sores, inflamed eyes, colds, nasal, and ear discharge.
- The lifeguard will ensure that lap lane is available at all times for lap swimming.
- No food, alcoholic beverages or glass containers of any kind may be brought into the pool area (this will be strictly enforced). Please refrain from wearing perfume in the pool area because of the attraction of wasps and other insects.
- No smoking in the pool area.
- No pets in the pool area.
- Persons using the pool should not move the furniture so close to the pool edge that others cannot walk around the pool or where the furniture will block entrance to the pool area.
- All persons using the pool area are expected to behave in a polite and orderly fashion. Running, pushing, unruly conduct of any kind, splashing, abusive or loud language, the playing of radios without earplugs and any actions likely to disturb the enjoyment of the pool area by others is prohibited. Pool users not responding to a reasonable request from the lifeguard to modify objectionable behavior are subject to loss of pool privileges for a period of time to be determined by the lifeguard and management.
- The lifeguard on duty is authorized to ensure the safe and enjoyable use of the pool facilities. Residents are to voice complaints to the lifeguard, who will restrict unruly conduct. The lifeguard may voice complaints, to KPC Management if a resident is making unreasonable complaints, or if he needs assistance enforcing the general rules. Reports of violations will be documented and turned over to the On-site manager and Board of Directors. KPC Management will communicate with the Board of Director's Liaison and/or Board Members any difficulties and complaints regarding the management of the pool.
- The lifeguard may notify swimmers of the need for a "time out" (generally accepted to mean approximately five (5) minutes) during the hourly testing of water for proper chemical balance, or for other appropriate reasons.

OTHER ITEMS OF INTEREST CONCERNING THE POOL COMPANY

- KPC contracts with a private company to maintain the pool and provide lifeguard services. These pool rules, by reference, are considered to be part of the pool management agreement.

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- The pool may be closed at any time due to breakdown, other operational difficulties or inclement weather at the discretion of the on-site Manager and/or the lifeguard. The schedule for closing and reopening will be clearly communicated to Management and left at the desk for inquiry by residents. The lifeguard will remain on the premises for the duration of the work, unless relieved by KPC Management.
- The lifeguard is to communicate with Management regarding any difficulties associated with fulfilling the job responsibilities. Management will keep the Board Liaison and/or Board Members informed of all such communications.
- The lifeguard will bring or send for lunch and will not close the pool for purposes of a lunch break. If, the lifeguard needs to briefly leave the pool area, this must be communicated to the on-site Manager and/or a responsible adult at the pool.

CLEANING THE POOL AND POOL AREA:

The lifeguard must comply with the contractual agreement with KPC regarding water testing and pool cleaning. Additionally:

- Request exterminator to spray outside the pool area when complaints warrant this action.
- Test water, fill to proper water level, vacuum and skim water to open pool in a clean condition daily.
- Before daily closing, the lifeguard will move the furniture back to the fences, clear the area of debris, use a bucket to wash down the cement pool area and furniture with chlorinated pool water in a motion away from the pool.
- Close and lock pool area daily. Stop at the KPC desk to leave any communications, lost items and key.

D. PLANTING ON THE COMMON AREAS POLICY:

It is the policy of the KPC BOD that any planting on the common areas is unauthorized unless approved by the BOD. Should residents desire to install plant material on the common grounds, they must submit a request to the Grounds Committee. The committee will review the request and evaluate it with respect to any master landscape planning. If recommended by the Committee and approved by the BOD, residents one may proceed.

E. RENOVATION, REPAIR AND/OR REMODELING UNIT PROCEDURES:

KPC has established the following procedures concerning this item:

- The Resident/Unit Owner shall inform the On-Site Manager of any plans to remodel, paint, repair, carpeting etc., and receive from the Manager instructions to be given to contractors and subcontractors as appropriate. Instructions are:
  - Do not climb in or out of apartment windows, or transport materials by this method.

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- Do not throw old carpeting or any other materials out of windows.
- Do not use Laundry Room sink for depositing toxic substances, such as paint thinner, turpentine paints etc. This also includes paintbrushes, rollers, pans and the like.
- Do not clean off drop cloths in the building corridors or out of apartment windows. This includes KPC property such as grass areas, entrances, exits and parking lots.
- The On-Site Manager will designate appropriate elevator that may be used.

- No contractual work shall begin before 8: 00 A.M. or continue after 6:00 P.M. Monday through Friday, or 9:00 A. M. to 5:00 P.M. Saturday so that neighbors are not disturbed.
- The resident and/or unit owner shall be held financially responsible for all damage incurred to common areas and/or other units by contractors hired to perform such renovation, repair and/or remodeling.
- It is incumbent upon all unit owners/residents to make arrangements for the removal of trash and debris resulting from renovation, repair and/or remodeling. Arrangements must be made with management in advance for special trash pick-ups of large items, and the unit owner/resident must absorb the cost.
- Any internal structure changes must conform to the provisions of the Bylaws.
- These rules shall not be interpreted as excluding any portion of existing Declarations, Bylaws and/or Rules and Regulations.

F. DISPUTE SETTLEMENT MECHANISM:

APPLICATION

Unless the declaration or bylaws state otherwise, the dispute settlement mechanism provided hereon is applicable to complaints or demands formally arising on or after January 1, 1982 at KPC. This is pursuant to the State of Maryland Annotated Code 11-113.

PROCEDURE PRIOR TO IMPOSITION OF SANCTION FOR VIOLATION

The council of unit owners or BOD may not impose a fine, suspend voting, or infringe upon any other rights of a unit owner or other occupant for violation of rules until the following procedure is followed:

Written demand to cease and desist from an alleged violation is served upon the alleged violator specifying:

- The alleged violation;
- The action required to abate the violation; and

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- A time period, not less than (10) days during which the violation may be abated without further sanction, if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

Within 12 months of the demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is violated subsequently, the BOD serves the alleged violator with written notice of a hearing to be held by the board in session. The notice shall contain:

- The nature of the alleged violation;
- The time and place of the hearing, which time may be not less than 10 days from the giving of the notice;
- An invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and
- The proposed sanction to be imposed.

A hearing occurs at which alleged violator has the right to present evidence and present and cross-examine witnesses. The hearing shall be in executive session pursuant to this notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. This proof shall be deemed adequate if the officer or director who delivered the notice enters a copy of the notice, together with a statement of the date and manner of delivery. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any imposed.

A decision pursuant to these procedures shall be appealable to the courts of Maryland.

LIABILITY FOR DAMAGES; INJUNCTION:

If any unit owner fails to comply with this title, the declaration, or bylaws, or a decision rendered pursuant to this section, the unit owner may be sued for damages caused by the failure or for injunctive relief, or both, by the council of unit owners or by any other unit owner. The prevailing party in any such proceeding is entitled to an award for counsel fees as determined by court.

EFFECT OF FAILURE TO ENFORCE PROVISIONS:

The failure of the council of unit owners to enforce a provision of this title, the declaration or bylaws on any occasion is not a waiver of the right to enforce the provision on any other occasion.

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G. PARTY ROOM'S PROCEDURES:

Residents of KPC are encouraged to use the two party rooms, one of which includes a complete kitchen. Users, however, should make a special effort to be considerate of others by not creating undue disturbances in the party room. In addition, users should care for these rooms as they would their own homes.

The party rooms may be used on a personal basis at any time that is not reserved for KPC function or for regular Board or Committee meetings. Only residents may use these rooms. They may not be reserved on behalf of friends or associates or used by KPC staff.

HOURS:

The party rooms may be used from 11:00 A.M. until 11:00 P.M. Sunday through Thursday and from 11:00 A.M. until 1:00 A.M. the following day for Friday and Saturday.

WHO MAY USE THE PARTY ROOMS:

- Unit Owners and /or Resident may reserve party rooms.
- If a party room is reserved for the use of minors, parents or an adult must be present for supervision in order to prevent damage to property or annoyance to other residents.

RESERVING THE ROOMS:

- Priority for scheduling will be given to official KPC functions and to Board and Committee meeting.
- Reservations for the use of the party rooms may be made no earlier than 90 days in advance subject to confirmation no less than 30 days in advance of the proposed use.
- If there are more than one request for concurrent use of the party room, the earliest received request will be honored.
- Party rooms may be reserved by submitting an application (see on-site Manager for appropriate form) to the KPC employee on duty at the lobby desk. Folding tables and chairs may also be borrowed providing that the furniture requested has not been previously engaged.
- By submitting the application to reserve a party room, the Unit Owner or Resident acknowledges that he or she has read these rules and agrees to be bound by them.

CHARGES FOR USE OF THE PARTY ROOMS:

A refundable deposit of $250.00 in the form of a check or money order will be required to reserve a party room and/or folding tables and folding chairs. The check or money order must be payable to KPC and must be delivered to KPC employee on duty at the

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lobby desk prior to the proposed use. Unit Owners and/or Resident will be held responsible for any damage and cleaning costs resulting from the use of the party rooms. The on-site Manager in the company of the person reserving the room will inspect before and after each use the party rooms. If it appears after such inspection that there has been no damage and that the room has been satisfactorily cleaned, the deposit will be immediately returned to the person who posted it. If upon inspection it appears there has been damage to a party room or if satisfactory cleaning has not occurred, the matter will be reported to the BOD and the deposit will be held pending a final determination of the costs of repairs or cleaning. Any amount of the deposit, which remains after any such repair or cleaning, will be promptly refunded to the person posting the deposit. Where costs of repairs and cleaning exceed the amount of the deposit, the entire amount of the deposit will be applied to such costs and the Unit Owner or Resident reserving the party room will be responsible for any such costs in excess of the deposit.

TYPES OF FUNCTIONS ALLOWED:

- The BOD reserves the right to restrict the use of the party rooms to functions which, in its judgment, will not result in damage or in annoyance to other residents.
- Residents who belong to clubs or organizations not associated with KPC may not use the party rooms for regular meetings.

DECORATIONS:

No decorations may be attached to walls, ceiling or furniture.

GENERAL RULES:

- Party Room I can accommodate 22 people and Party room II 49 people.
- It must be understood that guests in the party rooms attend at their own risk and sole responsibility for any accident, injury or loss of property.
- Guests must comply with all Rules and Regulations promulgated by KPC, the County, the State, and the United States Government, as they apply.
- Residents will be responsible for all actions of their guests and agree to save harmless KPC from any and all liabilities and actions of their guests arising from use of the party rooms.
- Residents using the party rooms must inform KPC of the number of quests expected and how they will be identified.
- KPC will not be responsible for loss or damage to personal property of any kind.
- Activities in the party rooms must be limited to those rooms and may not overflow into the corridors or other areas.
- KPC reserves the right to end any function if noise or conduct complaints are received.
- KPC reserves the right to refuse future use of the party rooms to anyone who has violated any of these rules.

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- All noise after 11:00 P.M. must be reduced to the point where it will not annoy other residents.
- Unit Owners and /or Residents shall not be permitted to borrow other KPC property such as; typewriters, hammers, tools. Etc., unless an emergency situation exists and then only at the discretion of management.

CLEANING INSTRUCTIONS:

The Unit Owners or Residents reserving a party room must:

- Empty all trash. vacuum and broom sweep all floors.
- Clean all appliances and remove all food from the refrigerator.
- Clean all counter tops and furniture.
- Remove all decorations.
- All cleaning must be done by 11:00 A.M. of the day following the use.

LOCK UP INSTRUCTIONS:

The Unit Owner or Resident reserving a party room must:

- Turn off all lights, air conditioning or heat.
- Return all furniture to original position.
- Remove all personal belongings – including any rental furniture.
- Lock all doors and windows (including rest rooms).
- Return party room keys to the desk immediately after locking up.

G. MOVING IN AND OUT PROCEDURES:

All Residents are to notify the On-Site Manager at least 24 hours in advance of the move. The Manager will coordinate moving schedule and provide instructions concerning move. KPC requires a $50.00 *nonrefundable* fee for all moving in and out of residences (this fee is for service and equipment use charges). All moves require a $250.00 refundable deposit. This deposit is to be made by check or money order payable to KPC before the move occurs. (Providing that ***NO*** damage has occurred, then the deposit will be refunded). Other details are:

- Moves may ***ONLY*** occur between 9:00 A.M. and 5:00 P. M. (Monday through Friday)
- Moves may be made through any entrance **EXCEPT** the main lobby doors. Entrance five (5) is the only level entrance that can accommodate the handicapped. The lobby entrances are to be used **ONLY** under extraordinary circumstances that are approved in advance by the On-Site Manager.
- The lobby elevators may **NOT** be used for moves. Elevators one (1) and four (4) are the only ones available for moves. The On-Site Manager will have the elevator pads put up in the designated elevator.

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- **BUILDING ENTRANCE AND ELEVATOR DOORS MAY NOT BE BLOCKED OPEN DURING MOVES – The owner/ resident will sign for a KEY from the On-Site Manager for access and return KEY to the Manager upon completion of move.**
- Handtrucks and dollies are available at KPC upon request.
- All estimated or actual charges for restoring the building are to be calculated by the On-Site Manager before being billed to the Unit involved.
- The On-Site Manager will instruct the Resident as to the appropriate entrances, exits, elevators, stairwells and corridor routes to be used.
- The on-site manager will conduct an inspection prior to any move, noting any pre-existing damage.
- Discarded packaging material are to be removed from property or placed inside the trash Dumpster located at entry five area. If a large quantity of trash has been or will be taken to the Dumpster the On-Site Manager will make a determination regarding the need for a special pick-up. If a special pick-up is needed, an appropriate charge will be made. A special pick-up is required when the trash does not fit in the Dumpster and the fee charged will be what the trash company charges.
- Upon completion of the move the On-Site Manager or his representative will conduct an inspection to determine if any damages have occurred. If there are no damages to the KPC property the $250.00 deposit will be returned. However, if the On-Site Manager notices any damage the resident will be informed, and billed for the cost of any repairs.

The purpose of these rules is to recover costs for damages resulting from careless moving and to protect the peaceful enjoyment of the residents by restricting the times for moves.

END

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Declaration-CC&Rs
Kenwood Place Condominiums

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CLERK'S OFFICE
MONTGOMERY COUNTY, MD

DECLARATION AND MASTER LEASE

ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR PREMISES LOCATED AT 5301 WESTBARD CIRCLE, BETHESDA, MARYLAND PURSUANT TO THE MARYLAND HORIZONTAL PROPERTY ACT

Section 1. (a) Submission of Property. KENWOOD PLACE ASSOCIATES, a Limited Partnership organized under the laws of the state of Wisconsin (the "Declarant") hereby submits its leasehold estate in the Land (as hereinafter defined) and its interest in the Building (as hereinafter defined), together with all easements, rights and appurtenances belonging to such Land and Building and all other property, personal or mixed, intended for use in connection therewith, to the provisions of the Maryland Condominium Act, Chapter 11 of the Real Property Article of the Annotated Code of Maryland (1974, and 1980 Cum. Supp.), as amended, in order to create a plan of condominium ownership in such Land and Building, hereinafter collectively referred to as the Property, to be known as KENWOOD PLACE CONDOMINIUM. The Land is legally and particularly described as follows:

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SUBTOTAL 289.00
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See Exhibit A attached hereto and incorporated herein by reference.

A leasehold estate in the Land has been demised to Declarant by that certain Indenture of Lease dated August 27, 1973, between Laszlo N. Tauber, Trustee for Westwood Joint Venture, as Landlord (the "Landlord"), and MGIC Ventures, Inc., as Tenant, recorded among the Land Records of Montgomery County, Maryland, at Liber 4476, Folio 405, which Indenture of Lease was assigned to Declarant by a certain Assignment of Lease and Assumption Agreement dated October 29, 1976 and recorded among the Land Records of Montgomery County, Maryland at Liber 4882, Folio 023. Landlord hereby submits its fee simple interest in the Land, together with all easements, rights and appurtenances belonging to the Land, to the provisions of the Condominium Act, for the duration of the condominium regime created hereby.

(b) Condominium Plat and Plans. The Property is shown on the condominium plat and plans to be recorded simultaneously herewith among the Condominium Records of Montgomery County, Maryland in Condominium Plat Book No. 23, at page 2417 through page 2433, which are attached hereto as Exhibit B and incorporated herein by reference.

Section 2. Definitions. Capitalized terms not otherwise defined herein or in the other Condominium Instruments

shall have the meanings specified in Section 11-101 of the Condominium Act. The following terms as used herein and in the other Condominium Instruments shall have the following meanings:

a. Board of Directors: the executive organ which the Council of Unit Owners has authorized and to which powers have been delegated pursuant to the Bylaws and in accordance with Section 11-109(b) of the Condominium Act.

b. Building. all buildings, structures and other improvements erected on the Land, including the Units and the Common Elements together with all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, owned by Declarant and intended for use in connection therewith.

c. Bylaws: the rules for the governance of the condominium attached hereto as Exhibit C and incorporated herein by reference, as the same may be amended from time to time.

d. Common Elements: the Common Elements, both "General" and "Limited," consist of the entire Property, other than the Units, as more fully set forth in Section 5 of this Declaration and Master Lease.

e. Common Expenses: the term "common expenses" shall have the meaning set forth in the Condominium Act as amplified by the Bylaws and this Declaration and Master Lease.

f. Common Profits: the term "common profits" shall have the meaning set forth in the Condominium Act as amplified by the Bylaws and this Declaration and Master Lease.

g. Condominium Act: Chapter 11 of the Real Property Article, Annotated Code of Maryland (1974, and 1980 Cum. Supp.), also known as the Horizontal Property Act, as the same may be amended from time to time.

h. Condominium Instruments: the Declaration, Bylaws, and Condominium Plat recorded pursuant to the provisions of the Condominium Act. Any exhibit, schedule, or certification accompanying a Condominium Instrument and recorded simultaneously therewith shall be deemed an integral part of that Condominium Instrument. Any amendment or certification of any Condominium Instrument shall, from the time of the recordation of such amendment or certification, be deemed an integral part of the affected Condominium Instrument, so long as such amendment or certification was made in accordance with the provisions of the Condominium Act.

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i. Condominium Plat: the plat described in Section 1(b) of this Declaration and incorporated herein by reference.

j. Condominium Unit: a Unit as described in Section 4 of this Declaration, together with the undivided interest in the Common Elements appertaining to that Unit.

k. Council of Unit Owners: all of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration and the Bylaws.

l. Ground Rents: all rents, taxes, costs, charges and expenses and all other amounts payable under the Lease, and any individual lease created thereunder, to or on behalf of the Landlord, other than real estate taxes on a particular Unit which are to be paid directly by the Unit Owner.

m. Land: the real property, exclusive of the Building thereon, at the time submitted to the Condominium Act, being the real property described herein and further described in Exhibit A, together with all easements, rights and appurtenances belonging to such Land.

n. Lease: that certain Indenture of Lease dated as of August 27, 1973, between Laszlo N. Tauber, Trustee for Westwood Joint Venture, Lessor, and MGIC Ventures, Inc. Tenant, recorded among the Land Records of Montgomery County, Maryland, at Liber 4476, Folio 405, and assigned to Declarant by that certain Assignment of Lease and Assumption Agreement dated October 29, 1976 and recorded in the aforesaid land records at Liber 4882, Folio 023.

o. Limited Common Element: those Common Elements identified in the Declaration or in the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Units.

p. Majority of the Unit Owners: except as otherwise specifically provided in the Condominium Instruments, the owners of more than fifty percent (50%) of the aggregate Percentage Interests voting in person or by proxy at one time at a duly convened meeting at which a quorum is present. Any specified percentage of the owners means the Unit Owners owning such Percentage Interests in the aggregate.

q. Managing Agent: a professional managing agent employed by the Council of Unit Owners to perform such duties as the Board of Directors shall authorize in accordance with the Condominium Instruments.

r. Mortgage: any recorded first deed of trust or first mortgage encumbering a Condominium Unit.

s. Mortgagee: any mortgagee under a first Mortgage or trustee or beneficiary under a first deed of trust.

t. Percentage Interest: the undivided ownership interest of each Unit in the Common Elements, including the Lease, Common Expenses, and Common Profits and the voting rights appurtenant to each Unit, as set forth in Exhibit D annexed hereto and incorporated herein by reference.

u. Person: a natural person, corporation, partnership, association, trust, or other entity capable of holding title to real property, or any combination of any of the foregoing.

v. Property: the Land and Building.

w. Purchaser: any person or persons who acquire by means of a voluntary transfer a legal or equitable interest in a Condominium Unit, other than as security for a debt.

x. Rules and Regulations: those rules and regulations governing the conduct of occupants of Units adopted from time to time by the Board of Directors and deemed necessary for the enjoyment of the Property; provided, however, that the same do not conflict with the Condominium Act or the Condominium Instruments.

y. Unit: a portion of the Condominium designed and intended for individual ownership. The Condominium shall consist of two types of Units:

(i) Apartment Units -- those units located within the Building as designated on the Condominium Plat for residential use.

(ii) Commercial Units -- those units located on the lobby floor and in the basement of the Building as designated on the Condominium Plat for commercial use.

Reference in the Condominium Instruments to "Units" without specific reference to Apartment Units or Commercial Units as such shall refer to both types of Units.

z. Unit Owner: shall mean one or more persons who own a Condominium Unit.

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Section 3. Building, Parking Spaces, Storage Areas. The location, dimensions, and area of the Building is shown on the Condominium Plat attached as Exhibit B and incorporated herein by reference.

Section 4. Units.

a. Units. Annexed hereto as Exhibit D is a list of all Units, all as shown more fully on the Condominium Plat, and the Percentage Interest appurtenant to each Unit. The locations of the Common Elements to which each Unit has direct access are shown on the Condominium Plat.

b. Dimensions of Units.

(i) Each Apartment and Commercial Unit, as shown on the Condominium Plat, consists of the space bounded by the walls, floors and ceilings, if any, of such Unit as shown on the Condominium Plat, provided, however, that the wall, floor and ceiling materials, other than the surface thereof (such as lath, wallboard, plastering, paint, wallcoverings, ceramic and vinyl tile, decorative plaster, and wood floors), shall be Common Elements. Doors and windows in Units leading onto or into Common Elements shall be parts of the Units.

(ii) To the extent that walls, floors or ceilings are designated as the boundaries of any Units, all lath, wallboard, plastering and other materials constituting any part of the unfinished surfaces thereof shall be deemed a part of such Units, while all other portions of such walls, floors or ceilings shall be deemed a part of the Common Elements.

(iii) If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lie partially within and partially outside of the designated boundaries of any Unit, any portions thereof serving only that Unit shall be deemed as part of the Common Elements.

c. Use of Commercial Units.

No Owner of a Commercial Unit shall use or permit the use of such unit for any of the following purposes:

(i) manufacturing or assembly of goods;

(ii) preparation or sale of food and food products;

(iii) sale or traffic in any spiritous liquors,

wines, ales or beer, or any morally offensive goods, material or services, as determined by the Board of Directors;

(iv) commercial purposes of an offensive character inconsistent with the residential character of the Condominium, as determined by the Board of Directors.

Section 5. Common Elements.

a. Common Elements.

The Common Elements shall include the following:

(i) the leasehold estate in the Land as created pursuant to the Lease;

(ii) all foundations, columns, girders, beams and supports of the Building;

(iii) all exterior walls of the Building, all walls, floors and ceilings enclosing a Unit (except those portions of such walls, floors and ceilings included as part of the Unit pursuant to the provisions of Section 4 of this Declaration), and all walls and partitions separating Units from hallways, lobbies, corridors, and stairways (except those portions of such walls included as part of a Unit pursuant to the provisions of Section 4 of this Declaration):

(iv) the roof, halls, lobbies, corridors, stairs, elevator shafts, elevators, laundry, meters, boilers, mechanical, telephone, maintenance, trash disposal, air conditioning equipment, storage, recreational and dressing rooms, swimming pool and sun deck, and entrances and exits of the Building.

(v) those pumps, pipes, wires, cables, conduits, and other apparatus relating to the water distribution, power, light, telephone, sewer, heating and air conditioning and plumbing systems serving more than one Unit and/or portion of the Common Elements, regardless of the actual location thereof.

(vi) all apparatus and installations existing in the Building or on the Property for common use of, or necessary or convenient to the existence, the common maintenance or the safety of the Property;

(vii) all surface driveway, walkway, and parking areas and exterior landscaping.

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b. Limited Common Elements. All Common Elements identified herein or on the Condominium Plat as being reserved for the exclusive use of a particular Unit, including, without limitation, electrical connections, ventilating shafts, and the heating and air conditioning equipment and apparatus serving only such Unit to the exclusion of others, which elements are hereby permanently reserved for such exclusive use. The reservations herein set forth and the easements hereby created shall not be enlarged, diminished or varied by any custom, practice or usage that may hereafter ensue, and shall be deemed to be conveyed or transferred with the Unit to which assigned even though not specifically referred to in the deed or other instrument conveying or transferring title to such Unit or creating a security interest in such Unit. In addition, those Common Elements which are agreed upon by a Majority of the Unit Owners to be reserved for the exclusive use of one or more Units to the exclusion of others, which may include, without limitation, corridors, stairways, elevator landings, and sanitary services serving the Units on a particular floor of the Building, shall be reserved for the exclusive use of such Units and shall be Limited Common Elements appurtenant thereto. Limited Common Elements, as shown on the Condominium Plat, shall include the following: the storage area appurtenant to Apartment Unit Number 404.

Section 6. Relocation of Unit Boundaries and Subdivision Of Units. Relocation of boundaries between the Units and subdivision of Units will be permitted subject to compliance with the provisions therefor in Article VI, Section 6.08 of the Bylaws and in Section 11-107(d) of the Condominium Act.

Section 7. Owner's Right to Ingress and Egress. Each Unit Owner and occupant of an owner's Unit shall have the right to ingress and egress over, upon and across the General Common Elements necessary for access to his Unit and such right shall be appurtenant to and pass with the title of each Unit, and shall not be subject to suspension or termination by the Council of Unit Owners or any member thereof.

Section 8. The Lease.

a. Statement of Assumption. By acceptance of the deed to his Unit, each Unit Owner shall thereby acquire an undivided percentage interest in the leasehold estate created under the Lease, which interest shall be equal to such Unit Owner's Percentage Interest in the Common Elements as set out in Exhibit D of this Declaration, and each Unit Owner shall thereby assume and agree to perform the obligations of a lessee under a "New Lease," as that term is used in Section 22 of the Lease, and shall be bound by all of the terms and conditions therein stated, including, without limitation, the obligation to pay Ground Rents in accordance with the provisions of Sec-

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tion 8(b) of this Declaration as the same become due and payable. In addition to the obligation to pay Ground Rents as aforesaid, each Unit Owner, by acceptance of the deed to his Unit, shall thereby assume and agree to perform with all other Unit Owners the obligations under the Lease not involving the payment of money to the Landlord. Notwithstanding any provision to the contrary contained in the Lease, this Declaration, the Bylaws, or any of the Condominium Instruments, the sole and exclusive remedy available to the Landlord in the event of nonperformance by any Unit Owner of such obligations not involving the payment of money to Landlord, upon notice to such Unit Owner and failure of such Unit Owner to perform such obligations within thirty (30) days of the receipt of said notice, shall be the performance of such obligations by the Landlord on behalf of such defaulting Unit Owner, and upon such performance, the Landlord shall have the right to charge to such Unit Owner all costs, charges, expenses (including, without limitation, reasonable attorney's fees), and other amounts incurred in so performing such obligations, and the amounts so charged shall be repayable to the Landlord by the Unit Owner as a part of his Ground Rent on the date that Ground Rents become due and payable, but no sooner than the first such date following the expiration of ten days followinq delivery of a statement of such charges to such Unit Owner. Failure of any Unit Owner to pay any amounts incurred by the Landlord in performing such obligations shall be deemed a failure to pay Ground Rents and shall entitle the Landlord to pursue any remedies against such defaulting Unit Owner as are permitted under the Lease, the Condominium Documents, and the laws of Maryland. This paragraph is not intended to diminish or affect any rights of Landlord under the Lease, nor is it intended to be inconsistent with the Lease, but to the extent there is a specific material inconsistent provision between the Lease and this Declaration, the Lease provision will control.

b. Limitation of Liability. Notwithstanding any provision to the contrary contained in the Lease, this Declaration, the Bylaws, or any of the Condominium Instruments, each Unit Owner shall be obligated to pay under the Lease a portion of the total Ground Rents due and payable under the Lease which bears the same percentage relationship to the total Ground Rents due under the Lease as such Unit Owner's Percentage Interest bears to the total of all Percentage Interests in the Condominium. So long as and to the extent any Unit Owner pays such amounts to the Council of Unit Owners as provided in the Bylaws, such Unit Owner shall have no further obligation to pay any amount on account of such Ground Rents to the Landlord, and no such Unit Owner shall have any obligation or duty to see to the proper application of the Ground Rents so paid by such Unit Owner to the Council of Unit Owners. In the event that any Unit Owner fails to pay his proportionate share of Ground Rents under the Lease as they become due and payable, the Council of Unit Owners may, but shall not be obligated to, pay Ground Rents on behalf of such Unit Owners, in which event amounts so paid by the Council of Unit Owners shall constitute a lien on

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such Unit Owner's Unit pursuant to Section 11-110 of the Condominium Act and Section 11.02 of the Bylaws. The foregoing provisions shall not be deemed to waive, alter or impair Landlord's right to terminate the New Lease (as defined in Section 22 of the Lease) of any Unit Owner who fails to pay his proportionate share of Ground Rents and/or otherwise violates any other covenant of the Lease which, if violated, would entitle the Landlord to terminate the New Lease of such Unit Owner, or to pursue any other remedy otherwise available to Landlord under such New Lease or at law or in equity against such Unit Owner; provided, however, that Landlord, for itself, its successors and assigns, as lessor under the Lease and any New Lease, hereby agrees that it shall not act as to cause a disruption or termination of the condominium regime established pursuant to this Declaration, it being the intent of Landlord that the Land shall continuously and without disruption remain under and subject to said condominium regime until said regime shall be terminated in accordance with the provisions of the Condominium Act, but in no event for a longer period of time than the term of Lease.

c. No Merger. In the event the Landlord shall acquire title or any other interest in and to any Unit and its appurtenant Percentage Interest, by any means whatsoever, then notwithstanding any provision of the Lease, this Declaration, the Bylaws, or any other Condominium Instrument to the contrary, the Percentage Interest thereby acquired by the Landlord in and to the Land shall not be merged with the fee estate in the Land, but the two estates shall remain separate and divided so long as the condominium regime hereby established shall exist.

d. Remedies. Notwithstanding any provisions of the Lease, the Declaration, the Bylaws or any other Condominium Instrument to the contrary, the remedies heretofore provided the Landlord in this Section 8 are the exclusive rights and remedies of the Landlord with respect to the Property.

Section 9. Rights of Mortgagees.

a. So long as any Mortgage on a Unit Owner's Unit and Percentage Interest shall remain unsatisfied of record, or until written notice of satisfaction is given by the Mortgagee to Landlord, each Unit Owner's Mortgagee shall have the following rights with respect to the Lease:

(i) Provided that Landlord has been provided with a true copy of each Unit Owner's Mortgage, and the pertinent recording data of such Mortgage, within thirty (30) days of its execution, upon serving any Unit Owner with notice of default pursuant to the Lease Landlord shall serve a copy of said notice on such Unit Owner's Mortgagee, and if before thirty (30) days from the date of service of notice of default upon such Mortgagee, such Mortgagee shall

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have notified Landlord of its intent to cure such default and shall have cured the Unit Owner's default, then Landlord shall not be entitled to terminate any New Lease (as defined in Section 22 of the Lease) and any notice of termination theretofore given shall be void and of no effect. Notwithstanding the foregoing, nothing herein contained shall diminish or impair Landlord's right to pursue any and all remedies available under this Declaration and the Lease in the event of any subsequent default in the payment of Ground Rents by a Unit Owner which is not cured by such Unit Owner's Mortgagee pursuant to this Section 9(a).

(ii) If upon a Unit Owner's failure to pay Ground Rents such Unit Owner's Mortgagee elects to terminate or acquire such Unit Owners interest in his Unit and in the Lease, by foreclosure, acceptance of a deed in lieu of foreclosure, or otherwise, such Mortgagee shall have the right, in addition to any other rights granted to Mortgagee under this Declaration or the Lease, to postpone and extend the date specified by the Landlord for termination of the defaulting Unit Owner's New Lease until such termination or acquisition shall be accomplished by such Mortgagee, provided that such Mortgagee shall have cured the then existing default of such Unit Owner and shall continue to pay Ground Rents as due until such termination or acquisition shall be accomplished. Subject to the previous sentence, during the time in which a defaulting Unit Owner's Mortgagee is taking steps to terminate or acquire such Unit Owner's interest in his Unit and in the Lease, the Unit Owner's New Lease shall remain in full force and effect, and upon acquisition of a defaulting Unit Owner's interest in a New Lease, such Unit Owner's Mortgagee, such Mortgagee's nominee(s), or any purchaser at a foreclosure sale, shall automatically succeed to all of such Unit Owner's rights, interests and obligations under such New Lease.

(iii) In the event of termination of a Unit Owner's New Lease for any reason, Landlord shall, upon written request of such Unit Owner's Mortgagee made within thirty (30) days of the date of such termination, enter into a new lease with such Mortgagee or its nominee(s) for the remainder of the term of such Unit Owner's New Lease, upon the same terms, provisions, covenants, and agreements as are therein contained, provided that such Mortgagee or its nominee(s) shall have prior to execution and delivery of said new lease paid to Landlord all Ground Rents owed by the defaulting Unit Owner and all expenses, including reasonable attorney's fees, to which Landlord shall have been subjected by reason of such default. Any new lease executed and delivered to a Mortgagee pursuant to this

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Section 9(a)(iii) shall be expressly made subject to the rights, if any, of the defaulting Unit Owner under the New Lease.

b. Notwithstanding, and in addition to, any other provision of this Declaration, the By-Laws, or the Rules and Regulations, unless 75% of the Mortgagees holding Mortgages constituting first liens on the Units subject to such Mortgages (based upon one vote for each Mortgage owned) have given their prior written approval, the Council of Unit Owners and the Board of Directors shall not be entitled to: (a) by act or omission seek to abandon or terminate the condominium regime; (b) change the Percentage Interest or obligations of any Unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for (ii) determining the pro rata share of ownership of each Unit in the Common Elements; (c) partition, subdivide or relocate the boundaries of any Unit; (d) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause; (e) use hazard insurance proceeds for losses to any of the Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of the portion of the Property damaged or destroyed, except as provided by statute in case of substantial loss to the Units and/or Common Elements.

c. In addition to any other rights or privileges of Mortgagees, or obligations or duties owed by the Unit Owners or Council of Unit Owners to Mortgagees, under this Declaration, the Bylaws, or any other Condominium Instruments, the following shall apply:

(i) No lien to secure repayment of funds borrowed by the Board of Directors or the Council of Unit Owners may be created on any Condominium Unit by the Board of Directors or the Council of Unit Owners without the consent of the Unit Owner and the Mortgagee of such Condominium Unit.

(ii) The Council of Unit Owners and the Board of Directors shall not undertake "self management" or fail to employ a Managing Agent, nor shall the Council of Unit Owners employ a new Managing Agent without thirty (30) days' prior written notice to, and approval by, Mortgagees holding Mortgage on fifty-one percent (51%) or more of the Units encumbered by Mortgages.

(iii) Any master insurance policy obtained by the Board of Directors or Council of Unit Owners covering

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physical damage to the Property, or liability insurance as described in Section 7.02(c) of the Bylaws, shall contain the following provisions:

(1) a standard mortgagee clause in favor of each Mortgagee to the extent of the portion of the coverage of the master policy allocated to a mortgaged Unit, which clause shall provide that the loss, if any, thereunder shall be payable to the Mortgagee and such Unit Owner, as their interests appear;

(2) a standard mortgagee clause acceptable to the Mortgagee, which clause shall provide that the insurance carrier shall notify the Mortgagee at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

(iv) All Mortgagees or their representatives shall be entitled to attend meetings of the Council of Unit Owners and shall have the right to speak at such meetings. All Mortgagees shall have the right to examine the books and records of the Council of Unit Owners and to require the submission of annual financial reports and other budgetary information.

(v) A Unit Owner who mortgages his Unit shall notify the Board of Directors of the name and address of his Mortgagee and shall file a conformed copy of the note and Mortgage within thirty (30) days of execution thereof.

(vi) The Board of Directors, when giving notice to any Unit Owner of a default in paying an assessment for Common Expenses or any other default under any provisions of the Bylaws or this Declaration, shall simultaneously send a copy of such notice to the Mortgagee of such Unit within thirty (30) days of such default. Each Mortgagee shall also be promptly notified of any casualty giving rise to a possible claim under any insurance purchased under Article VII of the Bylaws, of all actions taken under Article VIII of the Bylaws, and of any taking in condemnation or by eminent domain and actions by the Council of Unit Owners with respect thereto.

(vii) The Board of Directors shall give notice to all Mortgagees twenty-one (21) days prior to the date on which the Unit Owners, in accordance with the provisions of the Bylaws, propose to amend the Condominium Instruments.

d. In the event of damage to or destruction of all or any part of the Property and a determination pursuant to the provisions of the Bylaws that such damage or destruction is to be repaired or reconstructed, if the proceeds of insurance are

not sufficient to defray the estimated costs of reconstruction and repair or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair shall be deemed a Common Expense and a special assessment therefor shall be levied by the Council of Unit owners.

e. Nothing in this Declaration or in the Bylaws shall be construed to give a Unit Owner, or any other party, priority over the rights of any Mortgagee in the case of a distribution to a Unit Owner of insurance proceeds or condemnation awards for losses of his Unit and/or Common Elements.

f. Except as otherwise set out herein, Each Mortgagee or other purchaser of a Unit who obtains title to a Condominium Unit by virtue of foreclosure, together with its successors and assigns, shall not be liable for, and shall take the Condominium unit free of, any claims for unpaid assessments or liens against such Unit which accrue prior to the time such Mortgagee or other person acquires title to the Unit as aforesaid. Any such unpaid share of Common Expenses assessed prior to the acquisition of title to such unit by such Mortgagee or other person as aforesaid shall be collectible from all unit Owners, including such Mortgagee or other person, in proportion to their respective Percentage Interests.

Section 10. Operation of the Condominium.

a. The Council of Unit Owners. The operation of the Property shall be by the Council of Unit Owners which shall be organized and operated pursuant to the Condominium Act, this Declaration, and the Bylaws. Each Unit Owner shall be a member of the Council of Unit Owners. Voting shall be on a percentage basis and the percentage of the vote to which each member shall be entitled shall be equal to his Percentage Interest as stated in Exhibit D. All funds and property acquired by the Council of Unit Owners shall be held by the Board of Directors in trust for the Unit Owners in accordance with the provisions of this Declaration, the Bylaws, and the Condominium Act.

b. Bylaws. The operation and administration of the Council of Unit Owners and the Property shall be governed by the Bylaws, and the ownership of each Unit and its appurtenant Percentage Interest in and to the Common Elements shall be subject to the covenants, restrictions, limitations, and uses therein set forth, which are hereby established for the purpose of protecting the value of the Property and the Units and the desirability thereof. For the duration of the condominium regime created hereby the provisions of the Bylaws shall run with, and shall constitute equitable charges and liens, restrictive covenants, equitable servitudes, and affirmative

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real covenants upon the Property and shall be binding upon all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successor's successors-in-title, and assigns, and shall inure to the benefit of each Unit Owner.

c. Unit Ownership. Each Unit Owner shall acquire and shall have the exclusive ownership of his respective Unit, subject, however, to the Lease.

d. The Land. The interest of each Unit Owner in and to the Land is and shall at all times remain an undivided Percentage Interest in and to the leasehold estate created under the Lease. Each Unit Owner, by acceptance of the deed to his Unit, shall thereby acknowledge that such Unit Owner's right to occupy the land is subject to the terms and conditions of the Lease and that upon the expiration of the Lease, the Unit Owners shall relinquish possession of the Land to the Landlord in accordance with the terms and conditions thereof. Each such Unit Owner, by acceptance of such deed, shall thereby further acknowledge that upon relinquishment of possession as aforesaid, each Unit Owner shall be obligated to abandon any permanent improvements then located upon the Land, including, without limitation, such Unit Owner's Unit, and upon such abandonment, such Unit Owner shall have no further right, title, or interest therein.

e. Common Elements. Ownership of the Common Elements shall remain undivided, and no Unit Owner or any other person having an interest in and to the Property, including, without limitation, the Landlord, shall bring any action for partition or division of the ownership of the Common Elements except upon the happening of the conditions set forth in the Bylaws in respect to condemnation, damage, or destruction, or upon the termination of the horizontal property regime as provided in the Condominium Act.

f. Percentage Interests. There shall be appurtenant to the ownership of any Unit the ownership of the Percentage Interest in and to the Common Elements as assigned to such Unit in Exhibit D. Each such Percentage Interest shall remain appurtenant to the Unit to which it is assigned and shall not be separated from the Unit to which it is appurtenant except as provided in the Condominium Act, and it shall be deemed to be conveyed or transferred with the Unit to which it is appurtenant even though not specifically referred to in the deed or other instrument conveying or transferring title to, or mortgaging, such Unit.

g. Common Expenses. Each Unit Owner shall share and be obligated to pay a portion of Common Expenses which bears the same percentage relationship to the total of all Common Expenses as such Unit Owner's Percentage Interest bears to the

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total of all Percentage Interests in the Condominium. The foregoing obligation of each Unit Owner in respect to Common Expenses is more particularly set forth in the Bylaws.

h. Assessment and Payment of Common Expenses. Subject to the provisions of Section 11.01(a) of Article XI and Section 6.01(e) of Article VI of the Bylaws, the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to his respective Percentage Interest. All such assessments shall be a lien against each Unit Owner's Unit as provided in Article XI, Section 11.02 of the Bylaws. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-twelfth (1/12th) of such assessment. Within 90 days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners, and to each Mortgagee so requesting, an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount accumulated in excess of the amount required for actual expenses and reserves which net excess may, if the Board of Directors deems it advisable, be either distributed to the Unit Owners according to each Unit Owner's Percentage Interest or credited according to each Unit Owner's Percentage Interest to the next monthly installments due from Unit Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Unit Owners in accordance with their Percentage Interest and shall be payable either: (1) in full with payment of the next monthly assessment due; or (2) in not more than six equal monthly installments, as the Board of Directors may determine.

i. Reserves, Special Assessments. Subject to the provisions of Section 6.01(e) of Article VI of the Bylaws, the Board of Directors shall accumulate and maintain reasonable reserves for working capital, operations, contingencies, replacements and reasonable amounts with respect to the insurance "deductible" set forth in Article VII, Section 7.01(k) of the Bylaws. If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Unit Owners according to their respective Percentage Interest which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefore, and such

further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien against a Unit Owner's Unit as of the effective date as set forth in the preceding paragraph (h).

Section 11. Easements. In addition to the easements created by Section 11-123 of the Condominium Act, the following easements are hereby granted:

a. Easement to Facilitate Sales. The Declarant and its duly authorized agents, representatives, and employees, shall have the right, exercisable in the Declarant's sole discretion, to use any Units owned by Declarant as models, management offices or sales offices until such time as Declarant conveys title thereto to Unit Owners. Each Unit so utilized shall be a Unit within the meaning of this Declaration and the Condominium Act, and not part of the Common Elements. Declarant reserves the right to relocate the same from time to time within the Property. Upon relocation or sale of a model, management office or sales office, the furnishings thereof may be removed. Declarant further reserves the right to enter into certain agreements with other Unit Owners to lease their Units to the Declarant for use by the Declarant as model units, management offices, and/or sales offices. Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of Declarant.

b. Easement for Ingress and Egress Through Common Elements and Access to Units.

(i) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through, and use and enjoyment of, all Common Elements. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through, and use and enjoyment of, all Common Elements by persons lawfully using or entitled to the same.

(ii) Declarant reserves in favor of Declarant and the Managing Agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided for the Council of Unit Owners in Section 11-123(e) of the Condominium Act and Article VI, Section 6.10 of the Bylaws. In case of emergency, such entry shall be immediate whether the Unit Owner is present at the time or not.

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(iii) Notwithstanding the foregoing, the right of any Unit Owner to use and enjoyment of all of the Common Elements shall be subject to the right of the Council of Unit Owners to dedicate, transfer or grant easements in or to all or any part of the Common Elements by affirmative vote of Unit Owners holding seventy-five percent (75%) of the Percentage Interests in accordance with the provisions of Section 11-123(f) of the Condominium Act.

c. Easement to Facilitate Conversion. The Declarant shall have a transferable easement over and on the Common Elements for the purpose of making improvements on the submitted Property and for the purpose of doing all things reasonably necessary and proper in connection therewith.

d. Easement for Use of Recreational Facilities.

(i) Each Unit Owner is hereby granted a non-exclusive right and easement of use and enjoyment, in common with the other Unit Owners, of the swimming pool, and other recreational facilities constituting a portion of the Common Elements of the Condominium. The rights granted hereunder may be delegated to family members, tenants and other Persons subject to any Rules and Regulations enacted by the Council of Unit Owners.

(ii) The rights and easements of use and enjoyment created hereby shall be subject to the right of the Council of Unit Owners to adopt Rules and Regulations governing the use of recreational facilities, including establishment of reasonable admission and other fees to be charged guests of Unit Owners for the use of the recreational facilities.

e. Rights of Washington Suburban Sanitary Commission. The rights of the Unit Owners to enjoy the use of the Property is subject to an Agreement between Landlord and The Washington Suburban Sanitary Commission which provides in part:

(i) In the event that any sewer or water use charge, or front foot benefit charge, or sewer charge, or ad valorem tax, imposed pursuant to the Washington Suburban Sanitary District Code is not paid by the Council of Unit Owners, or by one or more of the Unit Owners, the Washington Suburban Sanitary Commission shall have the right, within the time provided by the Act and the Regulations of said Commission, to terminate sewer and water services to all of the Units;

(ii) Each present and future Unit Owner shall

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acknowledge and take Title subject to the obligation for payment by the Council of Unit Owners of annual front foot benefit charges levied by the Washington Suburban Sanitary Commission, based upon eighteen (18) feet per Unit for water and eighteen (18) feet per Unit for Sewer, for a total of one hundred seventy-five (175) Units; said charges to run for the specific period of years commensurate with the life of the bonds issued for the construction of said water and/or sewer lines as applicable.

(iii) Each present and future Unit Owner and, if applicable, tenants of each Unit Owner, shall grant a right of access to his Unit to the Managing Agent, if any, employed by the Council of Unit Owners, or any other person authorized by the Board of Directors for the purpose of making inspections of the plumbing problems in any Unit which might affect that Unit, any other Unit or any Common Elements serving the Building. In case of emergency, such entry shall be immediate whether the Unit Owner or tenant is present or not, and the management agent or the person so authorized may permit employees of the Commission to enter the premises for the purpose of making corrections in order to protect the Commission's water and sewer system.

Section 12. Amendment of Declaration. This Declaration and Master Lease may be amended as provided by the Condominium Act. No amendment of this Declaration and Master Lease may be made without the prior written approval of all of the Mortgagees holding Mortgages on one or more of the Units. Until such time as any Unit is conveyed by Declarant, Declarant shall have the right to make any and all amendments to this Declaration and Master Lease any of the Condominium Instruments as Declarant deems necessary or appropriate in its sole discretion, subject, however, to the limitations contained in the Condominium Act. Notwithstanding the foregoing, or any other provision hereof or of the Condominium Instruments, the provisions of Section 8 and 9(a) hereof may be amended only with the consent of the Landlord.

Section 13. Right to Lease or Sell Units. Declarant shall retain title to each Unit not sold to any Purchaser. Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units so retained by Declarant and not so sold to any Purchaser.

Section 14. Conflicts and Construction. In the event of any conflict between the Condominium Instruments, this Declaration shall control; but particular provisions shall control more general provisions, except that a construction conformable with the Condominium Act shall in all cases control over any construction inconsistent therewith. By joining in the execution of this Declaration and Master Lease, the Landlord

expressly acknowledges, affirms, and consents to the provisions hereof, and hereby agrees to be bound by each and every term, condition, and limitation herein contained. The provisions of this Declaration and Master Lease, the Bylaws, and all other Condominium Instruments shall be construed in light of the provisions of the Condominium Act and, to the extent possible, as being consistent with the Condominium Act. If any provision, sentence, clause, phrase or word of this Declaration and Master Lease, the Bylaws or any of the Condominium Instruments is judicially held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify or impair in any manner any other provision herein or in said Condominium Instruments. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders. The captions used herein and in the other Condominium Instruments are solely to aid in the location of the various provisions, and in no way shall such captions be construed to limit or define the subject matter of such provisions.

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IN WITNESS WHEREOF, the said KENWOOD PLACE ASSOCIATES, a Limited Partnership, has caused this Declaration and Master Lease to be executed by KPC, Inc., its General Partner, and Landlord has executed this Declaration and Master Lease, all as of this 6th day of May, A.D., 1981, for the purposes herein expressed.

ATTEST:

DECLARANT:

KENWOOD PLACE ASSOCIATES,
a Limited Partnership
By: KPC, Inc., its General Partner

By: John Galanis (SEAL)
John Galanis

By: Glen T. Hierlmeier
Glen T. Hierlmeier,
President

LANDLORD:

WITNESS:

LASZLO N. TAUBER, Trustee for
Westwood Joint Venture

By:

Laszlo N. Tauber

THE UNDERSIGNED, being the sole Trustees under that certain Deed of Trust, dated August 27, 1973, from MGIC Ventures, Inc., to the undersigned, as Trustees, recorded in Liber 4432, Folio 43, Land Records for Montgomery County, Maryland, do hereby consent to the within Declaration and Master Lease and all exhibits thereto and do hereby subordinate said Deed of Trust and the lien and title thereof to the legal effect and operation hereof by causing this instrument to be executed in their names, as Trustees as aforesaid.

(Seal)
Andrew Nadas, Trustee

William M. Canby (Seal)
William M. Canby, Trustee

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I hereby affirm under penalty of perjury that the notice requirements of Section 11-102.1 of the Real Property Article of the Annotated Code of Maryland have been fulfilled.

KENWOOD PLACE ASSOCIATES, a Limited Partnership, by KPC, Inc., its General Partner

By: Sharon M. Rotter
Sharon M. Rotter
Vice President

I HEREBY CERTIFY that on the 28th day of April, 1981, before me the undersigned officer, personally appeared Glen T. Hierlmeier, and John Galanis, who are personally known to me to be the persons whose names are subscribed to the within instrument as President and Secretary, respectively, of KPC, INC., a Wisconsin corporation and General Partner of Kenwood Place Associates, a Limited Partnership, the Declarant named in the within instrument, and that said Glen T. Hierlmeier and John Galanis, as such President and Secretary, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the corporation on behalf of Kenwood Place Associates, a Limited Partnership, by themselves as its authorized officers as aforesaid.

GIVEN under my hand and seal this 28th day of April, 1981.

ELSIE M. SCHOEPKE NOTARY PUBLIC STATE OF WISCONSIN (NOTARY SEAL)

Elsie M. Schoepke
Notary Public
State of Wisconsin
County of Milwaukee

My commission expires:
March 10, 1985

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I HEREBY CERTIFY that on the 6th day of May, 1981, before me, the undersigned officer, personally appeared LASZLO N. TAUBER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument as Trustee for WESTWOOD JOINT VENTURE, and acknowledged that he executed the same for the purposes therein contained as his own act and deed.

GIVEN under my hand and seal this 6th day of May, 1981.

(NOTARY SEAL)

Carl W. Presley
Notary Public
CARL W. PRESLEY, Notary
Commission for Montgomery
County, Maryland.
My Commission Expires July 1, 1982

My commission expires:

On this _____ day of _____, 1981, before me the undersigned officer, personally appeared ANDREW NADAS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument as Trustee, and acknowledged that he executed the same for the purposes therein contained, as his own free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(NOTARY SEAL)

_____
Notary Public

My commission expires:

On this 6th day of May, 1981, before me the undersigned officer, personally appeared WILLIAM M. CANBY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument as Trustee, and acknowledged that he executed the same for the purposes therein contained, as his own free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(NOTARY SEAL)

Carl W. Presley
Notary Public

My commission expires:

CARL W. PRESLEY, Notary
Commission for Montgomery
County, Maryland.
My Commission Expires July 1, 1982

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EXHIBIT A TO DECLARATION AND MASTER LEASE OF
KENWOOD PLACE CONDOMINIUM

Property Description

Being all of Parcel A-3 and part of Parcel A-4 as shown on a plat of subdivision entitled, "Parcels A-3 and A-4, Shopping Center Westwood," and recorded among the Land Records of Montgomery County, Maryland, in Plat Book 63 as Plat No. 5498 as part of the lands conveyed by Francis F. Foldes and Philip Gould, Trustees, to Laszlo N. Tauber, Trustee, by deed dated July 16, 1973 and recorded among the aforesaid Land Records in Liber 4413 at Folio 595, and being more particularly described as follows:

Beginning for the same at the northwesterly corner of the aforesaid Parcel A-3, said point also being the southwesterly corner of Lot 18, Blocks D, as shown on a plat of subdivision entitled, "Part of Blocks D, E, F, G, & H, Westwood," and recorded among the aforesaid Land Records in Plat Book 60 as Plat No. 5026, and running thence with the division line between said plat

1. South 63 degrees, 32 minutes, 30 seconds East 242.39 feet. to a point; and
2. North 82 degrees, 52 minutes, 30 seconds East 45.00 feet to a point in the division line between the aforesaid Parcels A-3 and A-4 as shown on the aforesaid plat recorded in Plat Book 63 as Plat No. 5498; thence with said division line
3. South 07 degrees, 07 minutes, 30 seconds East 100.00 feet to a point; thence crossing the aforesaid Parcel A-4
4. South 29 degrees, 43 minutes, 25 seconds East 1.24 feet to a point; and
5. 144.31 feet along the arc of a curve deflecting to the left, having a radius of 275.43 feet and a chord bearing South 45 degrees, 15 minutes, 59 seconds West 142.67 feet to a point in the aforesaid division line between Parcels A-3 and A-4; thence with said division line
6. South 15 degrees, 34 minutes, 30 seconds West 312.77 feet to a point; thence crossing the aforesaid Parcel A-4 the following three courses and distances:
7. South 74 degrees, 25 minutes, 30 seconds East 1.00 foot to a point;
8. 88.99 feet along the arc of a curve deflecting to the left, having a radius of 190.53 feet and a chord bearing South 02 degrees, 11 minutes, 40 seconds West 88.18 feet to a point of tangency; and
9. South 11 degrees, 11 minutes, 10 seconds East 79.52 feet to a point of curvature; thence continuing across said Parcel A-4 and an extension thereof
10. 93.07 feet along the arc of a curve deflecting to the left, having a radius of 303.03 feet and a chord bearing South

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19 degrees, 59 minutes, 05 seconds East 92.70 feet to a point of tangency; thence

11. South 28 degrees, 47 minutes, 00 seconds East 293.16 feet to a point of curvature; thence
12. 89.52 feet along the arc of a curve deflecting to the left, having a radius of 133.45 feet and a chord bearing South 48 degrees, 00 minutes, 00 seconds East 87.85 feet to a point of tangency; thence
13. South 67 degrees, 13 minutes, 00 seconds East 60.41 feet to a point of curvature; thence
14. 105.26 feet along the arc of a curve deflecting to the right, having a radius of 418.41 feet and a chord bearing South 60 degrees, 00 minutes, 35 seconds East 104.98 feet to a point of tangency; thence
15. South 52 degrees, 48 minutes, 10 seconds East 30.87 feet to a point of curvature; thence
16. 101.03 feet along the arc of a curve deflecting to the left, having a radius of 447.56 feet and a chord bearing South 59 degrees, 16 minutes, 10 seconds East 100.81 feet to a point; thence
17. North 61 degrees, 15 minutes, 30 seconds East 51.72 feet to a point; thence
18. South 73 degrees, 44 minutes, 30 seconds East 25.00 feet to a point in the westerly line of Westbard Avenue; thence with said westerly line
19. 145.01 feet along the arc of a curve deflecting to the right, having a radius of 926.30 feet and a chord bearing South 20 degrees, 44 minutes, 35 seconds West 144.86 feet to a point; thence leaving Westbard Avenue with the division line between Laszlo N. Tauber and The Board of Education the following three courses and distances:
20. North 40 degrees, 53 minutes, 25 seconds West 34.46 feet to a point of curvature;
21. 357.02 feet along the arc of a curve deflecting to the left, having a radius of 600.00 feet and a chord bearing North 57 degrees, 56 minutes, 13 seconds West 351.78 feet to a point of tangency; and
22. North 74 degrees, 59 minutes, 00 seconds West 458.84 feet to the southeasterly corner of Lot 7, Block C, as shown on a plat of subdivision entitled, "Part of Blocks B, C, D, E and F, Westwood," and recorded among the aforesaid Land Records in Plat Book 59 at Plat No. 4860; thence with the easterly outlines of said plat the following three courses and distances:
23. North 09 degrees, 51 minutes, 16 seconds West 183.89 feet to a point;
24. 7.91 feet along the arc of a curve deflecting to the left, having a radius of 411.53 feet and a chord bearing South 79 degrees, 36 minutes, 12 seconds West 7.79 feet to a point; and
25. North 10 degrees, 56 minutes, 20 seconds West 79.69 feet to a point; thence continuing with the outlines of said plat, part of said outline also being the division line between said plat and the aforesaid Parcel A-3

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26. North 05 degrees, 51 minutes, 20 seconds West 203.64 feet to a point; thence with northerly line of Lot 5, Block D, as shown on the aforesaid plat recorded in Plat Book 59 as Plat No. 4860, said line also being the southerly line of the aforesaid Parcel A-3
27. South 85 degrees, 45 minutes, 56 seconds West 103.98 feet to a point in the easterly line of Albia Road; thence with said easterly line
28. 136.00 feet along the arc of a curve deflecting to the left, having a radius of 1060.00 feet and a chord bearing North 07 degrees 51 minutes, 36 seconds West 135.91 feet to the southwesterly corner of Lot 8, Block D, as shown on the aforesaid plat recorded in Plat Book 59 as Plat No. 4860; thence with the southerly line of said Lot 8 and the northerly line of the aforesaid Parcel A-3
29. North 78 degrees, 27 minutes, 52 seconds East 109.23 feet to a point; thence with the division line between the aforesaid plat recorded in Plat Book 59 as Plat No. 4860 and the aforesaid Parcel A-3
30. North 11 degrees, 57 minutes, 30 seconds West 143.91 feet to a point in the southerly line of Lot 10, Block D, as shown on the aforesaid plat recorded in Plat Book 60 as Plat No. 5026; thence with the division line between the aforesaid plat recorded in Plat Book 60 as Plat No. 5026 and the aforesaid Parcel A-3
31. North 74 degrees, 47 minutes, 20 seconds East 88.00 feet to a point; and
32. North 38 degrees, 13 minutes, 50 seconds East 98.26 feet to the northeasterly corner of Lot 11, Block D, as shown on the aforesaid plat recorded in Plat Book 60 as Plat No. 5026; thence with the northeasterly line of said Lot 11 and with the southwesterly line of the aforesaid Parcel A-3
33. North 51 degrees, 48 minutes, 18 seconds West 106.16 feet to a point in the southeasterly line of Newington Road; thence with said southeasterly line
34. 64.60 feet long the arc of a curve deflecting to the left, having a radius of 222.00 feet and a chord bearing North 29 degrees, 51 minutes, 30 seconds East 64.38 feet to the southeasterly corner of Lot 13, Block D, as shown on the aforesaid plat recorded in Plat Book 60 as Plat No. 5026; thence with the northeasterly line of the aforesaid Parcel A-3
35. South 68 degrees, 28 minutes, 42 seconds East 120.62 feet to a point; thence with the division line between the aforesaid plat recorded in Plat Book 60 as Plat No. 5026 and the aforesaid Parcel A-3
36. North 18 degrees, 55 minutes, 00 seconds East 188.16 feet to the place of beginning containing 10.0248 acres of land.

Together with the following 20 feet right of way for ingress and egress. Being part of the aforesaid Parcel A-4 as shown on the aforesaid plat recorded in Plat Book 63 as Plat No. 5498 and

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being more particularly described as follows:

Beginning for the same at the end of the fourth or South 29 degrees, 43 minutes, 25 seconds East 1.24 foot line of the above described parcel and running thence reversely with said parcel

1. North 29 degrees, 43 minutes, 25 seconds West 1.24 feet to a point; and
2. North 07 degrees, 07 minutes, 30 seconds West 20.31 feet to a point; thence crossing said Parcel A-4
3. 108.76 feet along the arc of a curve deflecting to the right, having a radius of 295.43 feet and a chord bearing North 72 degrees, 19 minutes, 43 seconds East 108.15 feet to a point of tangency; and
4. North 82 degrees, 52 minutes, 30 seconds East 107.88 feet to a point in the westerly line of Westbard Avenue; thence with said westerly line
5. South 07 degrees, 07 minutes, 30 seconds East 20.00 feet to a point, thence crossing said Parcel A-4
6. South 82 degrees, 52 minutes, 30 seconds West 107.88 feet to a point of curvature; and
7. 108.64 feet along the arc of a curve deflecting to the left, having a radius of 275.43 feet and a chord bearing South 71 degrees, 34 minutes, 32 seconds West 107.93 feet to the place of beginning, containing 4337 square feet of land.

TOGETHER with a non-exclusive right in common with the Lessor, Tenants and Invitees of Westwood Shopping Center for the use of all those certain Forty-five (45) parking spaces, as designated on a survey plat prepared by Wallace R. Amos and Associates, Ltd., Registered Land Surveyors, dated August 1, 1973, and numbered One (1) thru Forty-five (45) consecutively, which survey plat is hereby incorporated herein by reference.

ALSO, together with a non-exclusive right in common with the Lessor, Tenants and Invitees of Westwood Shopping Center to the use of all Westwood Shopping Center parking lot driveways as from time to time delineated upon Parcel A-4, "Shopping Center, Westwood."

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EXHIBIT C TO DECLARATION AND MASTER LEASE OF
KENWOOD PLACE CONDOMINIUM

BYLAWS

COUNCIL OF UNIT OWNERS OF
KENWOOD PLACE CONDOMINIUM
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BYLAWS

COUNCIL OF UNIT OWNERS OF

KENWOOD PLACE

CONDOMINIUM

ARTICLE I
Definitions

1.01. Incorporation of Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration or, if not defined therein, the meanings specified for such terms in the Condominium Act.

ARTICLE II
Plan of Unit Ownership

2.01. Recordation. The Property, located in Montgomery County, State of Maryland, and more particularly described in the Declaration, has been submitted to the provisions of the Condominium Act by recordation simultaneously herewith of the Declaration among the land records of Montgomery County, State of Maryland. The Act and the Declaration are hereby incorporated herein by reference.

2.02. Compliance. Every Unit Owner and all those entitled to occupy a Unit shall comply with these Bylaws. The administration and management of the Condominium and the actions of the Unit Owners and the Council of Unit Owners and its Board of Directors and Officers shall be governed by the Bylaws. All present and future Unit Owners and their tenants, licensees, invitees, servants, agents, employees and any other Person or Persons that shall be permitted to use the Property shall be subject to the Bylaws and to the Rules and Regulations of the Council. Acquisition, rental or occupancy of any Unit shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified the Bylaws and the Rules and Regulations of the Council and will comply with them.

2.03. Title to Units. Title to a Unit may be taken in the name of one or more persons, including the Council of Unit Owners, in any manner permitted by law.

ARTICLE III
Council of Unit Owners

3.01. Name and Location. The name of the Condominium shall be "Kenwood Place Condominium." The name of the Council of Unit Owners shall be Council of Unit Owners of Kenwood Place Condominium. The principal office of the Condominium, the Council of

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Unit Owners and the Board of Directors shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors. The current mailing address of the Council of Unit Owners is 5301 Westbard Circle, Bethesda, Maryland 20016.

3.02. Composition. All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws, shall constitute the Council of Unit Owners. For all purposes the Council of Unit Owners shall act merely as an agent for the Unit Owners as a group. Any Unit Owner, upon acquiring title to his Unit, shall automatically become a member of the Council and shall remain a member thereof until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Council shall automatically cease; provided, however, that any person who holds any interest in a Unit solely as security for the performance of an obligation shall not be a member of the Council. The Council of Unit Owners is created as an unincorporated association pursuant to Section 11-109(d) of the Condominum Act.

3.03. Responsibilities. The Council of Unit Owners shall have the responsibility of administering the Property, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Property, and performing all of the other acts that may be required or permitted to be performed by the Council of Unit Owners, by the Condominium Act and the Declaration. Except as to those matters which the Condominium Act specifically requires to be performed by the vote of the Council of Unit Owners, the foregoing responsibilities shall be performed by the Board of Directors or Managing Agent as more particularly set forth in Article IV of these Bylaws.

3.04. Initial Operation of the Condominium. The Developer, or a Managing Agent, or some other Person or Persons selected by the Developer, may appoint and remove all of the members of the Board of Directors or exercise powers and responsibilities otherwise assigned by the Condominium Instruments and by the Condominium Act to the Council of Unit Owners, its officers or the Board of Directors. The Developer's power as provided herein shall not continue beyond a period of two (2) years from the settlement of the first Unit sold by the Developer, or after fifty percent (50%) or more of the Percentage Interests have been conveyed, whichever occurs first.

3.05. First Annual Meeting. Promptly after deeds of conveyance representing fifty percent (50%) or more of the Percentage Interests have been conveyed or after the passage of two years from the settlement of the first Unit sold by the Developer, whichever occurs first, the Developer shall so notify the Unit Owners and the first annual meeting of the Council of Unit Owners shall be called within ninety (90) days thereafter. At that meeting, all of the Unit Owners, including the Developer if

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the Developer owns one or more Units, shall elect a new Board of Directors for the terms set forth in Section 4.04 of Article IV of these Bylaws, and conduct such other business as may be appropriate for an annual meeting of the Council of Unit Owners.

3.06. Annual Meetings. Following the first annual meeting of the Council of Unit Owners, subsequent Annual Meetings shall be held on a day to be chosen by the Board of Directors, but in no event later than 30 days prior to the beginning of the fiscal year. Such day shall not occur on a Saturday, Sunday or a holiday. At such Annual Meeting, the Board of Directors shall be elected by ballot of the Unit Owners in accordance with the provisions of Section 3.14 of this Article for the terms set forth iin Section 4.04 of Article IV of these Bylaws.

3.07. Place of Meetings. Meetings of the Council of Unit Owners shall be held at the principal office of the Council of Unit Owners or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

3.08. Special Meetings. It shall be the duty of the President to call a special meeting of the Council of Unit Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Unit Owners of not less than twenty-five percent (25%) of the aggregate Percentage Interests. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.09. Notice of Meetings. The Secretary shall mail to each Unit Owner a notice of each annual or regularly scheduled meeting of the Council of Unit Owners at least twenty-one (21), but not more than thirty (30) days, and of each special meeting of the Unit Owners at least fifteen (15), but not more than thirty (30) days, prior to such meeting, stating the time, place and purpose thereof. The mailing of a notice of meeting in the manner provided in this Section and Section 14.01 of Article XIV of the Bylaws shall be considered service of notice.

3.10. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners of fifty percent (50%) or more of the aggregate Percentage Interests shall constitute a quorum at all meetings of the Council of Unit Owners.

3.11. Adjournment of Meetings. If at any meeting of the Council of Unit Owners a quorum is not present, Unit Owners of a majority of the Percentage Interests who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours after the time the original meeting was called.

3.12. Order of Business. The Order of business at all annual meetings of the Council of Unit Owners shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting.
(c) Reading of minutes of preceding meeting.
(d) Election of members of the Board of Directors (when so required).
(f) Report of Board of Directors.
(g) Election of inspectors of election (when so required).
(h) Reports of committees.
(i) Unfinished business.
(j) New business.

3.13. Conduct of Meetings. The President shall preside over all meetings of the Council of Unit Owners and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Council of Unit Owners. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Council of Unit Owners when not in conflict with the Declaration, these Bylaws, or the Condominium Act.

3.14. Voting. (a) Each Unit shall be entitled to vote at meetings of the Council of Unit Owners on the basis of its Percentage Interest as shown on Exhibit D attached to the Declaration. All votes shall be tallied by tellers appointed by the President.

(b) Where the ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Unit shall be the Person owning such Unit who is present. If more than one Person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate similarly executed.

(c) Wherever the approval or disapproval of a Unit Owner is required by the Condominium Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Council of Unit Owners.

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(d) Except where a greater number is required by the Act, the Declaration, or these Bylaws, a majority of the Unit Owners present in person or by proxy is required to adopt decisions at any meeting of the Council of Unit Owners.

(e) If the Developer owns or holds title to one or more Units, the Developer shall have the right at any meeting of the Council of Unit Owners to cast the votes to which such Unit or Units are entitled.

(f) No votes in the Council of Unit Owners shall be attributable to or based upon the Percentage Interest of any Unit during such time as the Unit Owner thereof is the Council of Unit Owners.

(g) No Unit Owner shall vote at any meeting of the Council of Unit Owners or be elected to or serve on the Board of Directors if (i) the Council of Unit Owners has recorded a statement of condominium liens against his Unit and the claim remains unsatisfied at the time of such meeting or election, or (ii) if such Unit Owner has not filed with the Council his name and mailing address as required by Section 11-109(c)(2) of the Condominium Act.

3.15. Proxies. A vote may be cast in person or by proxy. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein, or any adjournment thereof, shall be duly acknowledged, and must be filed with the Secretary before the appointed time of the meeting or at the meeting prior to its exercise. Such proxy shall be revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the Persons owning such Unit, by executing and filing a later dated proxy or revocation, or by appearance and voting in person. A proxy to be valid must be dated, must not purport to be revocable without notice as aforesaid, and must be duly acknowledged. No proxy hereunder in any event shall be effective for more than ninety (90) days following its issuance, unless granted to a Unit Owner's Mortgagee.

ARTICLE IV
Board of Directors

4.01. Number and Qualification. (a) The affairs of the Council of Unit Owners shall be governed by a Board of Directors.

(b) Until deeds of conveyance representing fifty percent (50%) or more of the aggregate Percentage Interests shall have been delivered to Unit Owners by the Developer, or until the expiration of two (2) years from the settlement of the first Unit sold by the Developer, whichever occurs first, the Board of Directors shall consist of such persons as may be designated by the Developer. Thereafter, the members of the Board shall be selected as set forth in Article III, Section 3.05 of these Bylaws.

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(c) The Board of Directors shall be composed of seven (7) persons, all of whom shall be Unit Owners or spouses of Unit Owners or designees of the Developer; provided, however, that, anything in these Bylaws to the contrary notwithstanding, so long as the Developer owns Units representing more than fifty percent (50%) of the aggregate Percentage Interests, or until the expiration of a period of two (2) years from the settlement of the first Unit sold by the Developer, whichever occurs first, the members of the Board of Directors shall be designated by the Developer. The Developer's appointees need not be residents, nor Unit Owners, and the Developer shall have the right in its sole discretion to replace such Directors as may be so designated, and to designate their successors.

4.02. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affair of the Council of Unit Owners. In carrying out such powers and duties, the Board of Directors may take all actions other than any that are required by the Condominium Act, by the Declaration, or by these Bylaws to be exercised and done solely by the Council of Unit Owners. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Property; provided, however, that such Rules and Regulations shall not be in conflict with the Condominium Act, the Declaration, or these Bylaws. The Board of Directors shall delegate to the President and, at its option, a member of the Council of Unit Owners (which member need not be a Director) the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent, which may arise between meetings of the Board of Directors. In addition to the duties imposed by these Bylaws or by any resolution of the Council of Unit Owners that may hereafter be adopted, the Board of Directors shall on behalf of the Council of Unit Owners:

(a) Prepare an annual budget, in which there shall be established the assessments on each Unit Owner on account of Common Expenses.

(b) Make assessments against Unit Owners to defray the costs and expenses of the Property, establish the means and methods of collecting such assessments from the Unit Owners, and establish the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.

(c) Provide for the operation, care, upkeep and maintenance of all of the Property and services to Unit Owners.

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(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.

(e) Collect the assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors, and use the proceeds to carry out the administration of the Property.

(f) Make and amend the Rules and Regulations.

(g) Open bank accounts on behalf of the Council of Unit Owners and designate the signatories thereon.

(h) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Property, and repairs to and restoration of the Property, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations, and act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding.

(j) Obtain and carry insurance against casualties and liabilities, as provided in Article VII of these Bylaws, pay the premiums therefor, and adjust and settle any claims thereunder.

(k) Pay the cost of all authorized services rendered to the Council of Unit Owners and not billed to Unit Owners of individual Units or otherwise provided for in these Bylaws.

(l) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration thereof, specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners, their mortgagees, and the duly authorized agents or attorneys of the Unit Owners or their Mortgagees, during general business hours on working days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be audited at least once each year by an independent certified public accountant retained by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner. The cost of such audit shall be a Common Expense.

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(m) Notify a Mortgagee of any default hereunder by the Unit Owner of the Unit subject to such Mortgage, in the event such default continues for a period exceding thirty (30) days.

(n) Borrow money on behalf of the Council of Unit Owners when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Common Element; provided, however, that (i) the consent of at least two-thirds in Percentage Interest of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws shall be required to borrow any sum in excess of ten percent (10%) of the budget of the Council of Unit Owners for the current fiscal year, and (ii) no lien to secure repayment of any sum borrowed may be created on any Condominium Unit without the consent of the Unit Owner and the Mortgagee of such Condominium Unit. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this paragraph (n) is not repaid by the Council of Unit Owners, a Unit Owner who pays to the creditor such proportion thereof as his Percentage Interest bears to the total Percentage Interests in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's Condominium Unit.

(o) Exercise such rights as the Council of Unit Owners may have as a member of any recreation or other association.

(p) Until such time as the Landlord shall terminate such agency or designate a substitute agent(s), to act as collection agent for and on behalf of the Landlord with respect to the Ground Rents to be paid to the Landlord by Unit Owners as tenants under New Leases (as defined in Section 22 of the Lease).

(q) Do such other things and acts not inconsistent with the Condominium Act, the Declaration, or these Bylaws which the Board of Directors may be authorized to do by a resolution of the Council of Unit Owners.

4.03. Managing Agent. The Board of Directors shall employ a Managing Agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including but not limited to the duties listed in paragraphs (a), (c), (d), (e), (h), (l), (j), (k), (l), (m), and (p) of Section 4.02 of this Article IV. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in paragraphs (b), (f), (n) and (o) of Section 4.02 of this Article IV. During the period when persons designated by the Developer constitute a majority of the Board of Directors, the Board of Directors may employ a Managing Agent for a term not to exceed two (2) years. The Council of Unit Owners and the Board of Directors shall not undertake "self-management"

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or fail to employ a Managing Agent, nor shall the Council of Unit Owners employ a new Managing Agent without thirty (30) days' prior written notice to, and approval by, Mortgagees holding Mortgages on fifty-one percent (51%) or more of Units encumbered by Mortgages. Any contract with the Managing Agent must provide that it may be terminated for cause on no more than thirty (30) days' written notice, and that either party may terminate without cause on payment of a termination fee on no more than ninety (90) days' written notice. The term of any such contract may not exceed two (2) years. The Developer or an affiliate of the Developer, may be employed as Managing Agent.

4.04. Election and Term of Office. At the first Annual Meeting of the Council of Unit Owners held pursuant to Article III, Section 3.05 of these Bylaws, the initial term of office of three members of the Board of Directors shall be fixed at three years, the initial term of office of three members of the Board of Directors shall be fixed at two years, and the initial term of office of one member of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each member of this initial Board of Directors, a successor shall be elected to serve for a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Council of Unit Owners.

4.05. Removal or Resignation of Members of the Board of Directors. Except with respect to directors designated by the Developer, at any regular or special meeting duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a Majority of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Unit Owners shall be given at least seven (7) days notice of the time, place and purpose of the meeting, and shall be given an opportunity to be heard at the meeting. A member of the Board of Directors may resign at any time and, except for directors designated by the Developer, shall be deemed to have resigned upon conveyance of his Unit to another.

4.06. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of a Majority of the Unit Owners as provided in the immediately preceding Section 4.05 shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member who vacated his directorship or until a successor shall be elected to serve the remainder of the term at the next annual meeting of the Council of Unit Owners. Notwithstanding anything to the contrary in this Section or in the preceding Section 4.05, so long as the Developer owns more than fifty percent (50%) of the aggregate Percentage Interests

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or until the expiration of a period of two (2) years from settlement of the first Unit sold by the Developer, whichever occurs first, the Developer shall designate the successor to any resigned or removed member previously designated by the Developer.

4.07. Organization Meeting. The first meeting of the Board of Directors shall be held within ten (10) days following the first annual meeting of the Council of Unit Owners. Such Board of Directors meeting shall be held at such time and place as shall be fixed by the Council of Unit Owners at the annual meeting. No notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute the first meeting of the Board of Directors, providing a majority of the whole Board of Directors shall be present at such meeting.

4.08. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or telegraph, at least five (5) business days prior to the day named for such meeting.

4.09. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days notice to each director, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two directors.

4.10. Waiver of Notice. Any director may at any time, in writing, waive notice of any meeting of the Board of Directors, 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 constitute a waiver of notice by him of the time, place and purpose of such meeting. If all 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.

4.11. Quorum of Board of Directors. Except as provided in Section 4.06 of this Article, at all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

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4.12. Fidelity Bonds. As required by Section 7.02(d) of Article VII, there shall be obtained fidelity bonds in an amount not less than Fifty Thousand Dollars ($50,000) or not less than one and one-half times the estimated annual operating expenses of the Property, including reserves and escrows, whichever amount is greater, for all officers, directors and employees of the Council of Unit Owners, including without limitation the Managing Agent, handling or responsible for funds. The fidelity bonds shall designate the Council as the named insured. The premiums on such bonds shall constitute a Common Expense.

4.13. Compensation. No director shall receive any compensation for acting as a director of the Council of Unit Owners.

4.14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these Bylaws, or the Condominium Act.

4.15. 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. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

4.16. Liability of the Board of Directors, Officers, Unit Owners and Council of Unit Owners. (a) The officers and members of the Board of Directors shall not be liable to the Council of Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Council of Unit Owners shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others and arising out of contracts made by the officers or the Board of Directors on behalf of the Council of Unit Owners unless any such contract shall have been made in bad faith. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Council of Unit Owners except for individual willful misconduct or bad faith.

(b) A judgment for money against the Council of Unit Owners arising out of the aforesaid indemnity in favor of the members of the Board of Directors or officers, or for damages as a result of injuries arising in connection with the Common Elements or for liabilities incurred by the Council of Unit Owners, shall be assessed against Unit Owners in proportion to the liability of each Unit Owner for Common Expenses, but no Unit Owner shall be otherwise liable on account of such judgment. Any such

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judgment shall be satisfied first out of the property of the Council.

(c) Every agreement made by the officers, the Board of Directors or the Managing Agent on behalf of the Council of Unit Owners shall be deemed, to the extent permitted by law, to provide that the officers, the members of the Board of Directors or the Managing Agent, as the case may be, are acting only as agents for the Council of Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited as aforesaid.

(d) The Council of Unit Owners shall not be liable for any failure of water supply or other services to be obtained by the Council of Unit Owners or paid for as a Common Expense, or for injury or damage to Person or property caused by the elements or by the Unit 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 Council of Unit Owners shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Council of Unit Owners to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

4.17. Common or Interested Directors. Each member of the Board of Directors shall exercise his powers and duties in good faith and with a view to the interests of the Property as a whole. No contract or other transaction between the Council of Unit Owners and any corporation, firm or association (including the Developer) in which any of the directors of the Council of Unit Owners are directors or officers, or are pecuniarily or otherwise interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board of Directors authorizes, approves or ratifies such contract or transaction in good faith by an affirmative vote of a majority of disinterested directors, even if the disinterested directors constitute less than a quorum as defined in Section 4.11 of Article IV; or

(b) The fact of the common directorate or interest is disclosed or known to at least a majority of disinterested Unit

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Owners, and the disinterested Unit Owners approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

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

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

ARTICLE V
Officers

5.01. Designation. The principal officers of the Council of Unit Owners shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Board of Directors. Any other officers may, but need not, be Unit Owners or members of the Board of Directors.

5.02. Election of Officers. The officers of the Council of Unit Owners shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

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

5.04. President. The President shall: be the chief executive officer of the Council of Unit Owners; preside at all meetings of the Council of Unit Owners and of the Board of Directors; and have all of the general powers and duties which are incident to the office of president of a corporation organized under Title 5, Subtitle 2 of the Corporations and Associations Article of the Annotated Code of Maryland, including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Council of Unit Owners.

5.05. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the

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Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, 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 or by the President.

5.06. Secretary. The Secretary shall keep the minutes of all meetings of the Council of Unit Owners and of the Board of Directors and have charge of such books and papers as the Board of Directors may direct. The Secretary shall maintain a register setting forth the place to which all notices to Unit Owners and Mortgagees hereunder shall be delivered, shall count votes at meetings of the Council of Unit Owners and, in general, perform all the duties incident to the office of secretary of a corporation organized under Title 5, Subtitle 2 of the Corporations and Associations Article of the Annotated Code of Maryland.

5.07. Treasurer. The Treasurer shall have the responsibility for the Council of Unit Owners' funds and securities, and shall he responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Council of Unit Owners or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; and, in general, perform all the duties incident to the office of treasurer of a corporation organized under Title 5, Subtitle 2 of the Corporation and Association Article of the Annotated Code of Maryland.

5.08. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Council of Unit Owners for expenditures or obligations in excess of Twenty-Five Hundred Dollars ($2,500) shall be executed by any two persons designated by the Board of Directors. All such instruments for expenditures or obligations of Twenty-Five Hundred Dollars ($2,500) or less may be executed by any one person designated by the Board of Directors.

5.09. Compensation of Officers. No officer who is also a director shall receive any compensation from the Council of Unit Owners for acting as an officer.

ARTICLE VI
Operation of the Property

6.01. Determination of Common Expenses and Assessments Against Unit Owners.

(a) Fiscal Year. The fiscal year of the Council of Unit Owners shall be the calendar year unless otherwise determined by the Board of Directors.

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(b) Preparation and Approval of Budget.

(1) Subject to the provisions of Section 6.01(e) of this Article VI, at least 60 days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Council of Unit Owners containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these Bylaws, or a resolution of the Council of Unit Owners and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements.

(2) At least 45 days before the beginning of each fiscal year, the Board of Directors shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the Common Expenses of the Council of Unit Owners.

(c) Assessment and Payment of Common Expenses. Subject to the provisions of Section 11.01(a) of Article XI hereof and Section 6.01(e) of this Article VI, the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to his respective Percentage Interest. All such assessments shall be a lien against each Unit Owner's Unit as provided in Article XI, Section 11.02 of these Bylaws. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-twelfth (1/12th) of such assessment. Within 90 days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners, and to each Mortgagee so requesting, an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount accumulated in excess of the amount required for actual expenses and reserves which net excess may, if the Board of Directors deems it advisable, be either distributed to the Unit Owners according to each Unit Owner's Percentage Interest or credited according to each Unit Owner's Per-

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centage Interest to the next monthly installments due from Unit Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable either: (1) in full with payment of the next monthly assessment due; or (2) in not more than six equal monthly installments, as the Board of Directors may determine.

(d) Reserves, Special Assessments. Subject to the provisions of Section 6.01(e) of this Article VI, the Board of Directors shall accumulate and maintain reasonable reserves for working capital, operations, contingencies, replacements and reasonable amounts with respect to the insurance "deductible" set forth in Article VII, Section 7.01(k). If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Unit Owners according to their respective Percentage Interest which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien against a Unit Owner's Unit as of the effective date as set forth in the preceding paragraph (c).

(e) Initial Assessment. (1) Notwithstanding any provision of this Section 6.01 to the contrary, when the first Board of Directors elected or designated pursuant to these Bylaws takes office it shall establish an initial budget for the operation of the Property, which budget shall be the projected budget for the Condominium from the date on which the first Unit is conveyed by the Developer to a bona fide purchaser through the following twelve (12) month period and continuing until the close of the fiscal year in which such twelve (12) month period terminates. Assessements shall be levied on all Unit Owners during the period covered by the initial budget in the manner set forth in subsection (c) of this Section 6.01. All budgets subsequent to the initial budget shall be instituted by the Board of Directors in the manner provided in Section 6.01(b) of these Bylaws.

(2) The Developer, as the agent of the Board of Directors, will collect from each initial Purchaser at the time of settlement on his Unit a working capital assessment equivalent to Developer's estimate of two month's assessment for such Unit under the budget which is in effect as of the close of business on the date of settlement. The Developer will deliver the funds so collected to the Board of Directors to provide working capital for the Council of Unit Owners. In addition, the Council of Unit

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Owners shall collect from each initial Purchaser at the time of settlement of his Unit an amount equal to one month's Ground Rent payable on such Unit, which amount shall be applied toward payment of Ground Rent in the discretion of the Council of Unit Owners.

(3) After the institution of the second budget and of each subsequent budget the Board of Directors shall promptly cause to be made an itemized accounting of the Common Expenses actually incurred and accrued for the prior fiscal period, together with a tabulation of the amounts collected pursuant to such budget and showing the net amount over or short of actual expenses incurred or accrued. Any amount accumulated in excess of the amount required for actual and accrued expenses will, at the election of the Board of Directors, be either distributed to the Unit Owners in proportion to each Unit Owner's contributions towards such expenses or credited to the next monthly installments due from such Unit Owners under the current budget. Any net shortage shall be assessed promptly against the Unit Owners in proportion to their respective contributions and shall be payable either in full with the payment of the next monthly assessment due or in not more than six (6) equal monthly installments, as the Board of Directors may determine.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined. In the event of such a failure or delay in the preparation or adoption of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the new monthly payment which shall become due sixty (60) days after such new annual or adjusted budget shall have been delivered to the Unit Owners, as set forth in paragraphs (b) and (c) of this Section.

(g) Accounts. All sums collected by the Board of Directors with respect to assessments against the Unit Owners or from any other source may be comingled into a single fund, but shall be held for each Unit Owner in accordance with his Percentage Interest.

6.02. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 6.01 of this Article VI. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No former Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. The purchaser of the Unit shall be jointly and severally liable with

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the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five (5) business days following a written request therefor to the Board of Directors or Managing Agent, and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that each Mortgagee or other purchaser of a Unit who obtains title to a Condominium Unit by virtue of foreclosure or pursuant to remedies provided in such Mortgage, or by deed or assignment in lieu of foreclosure, together with its successors and assigns ("Permitted Mortgagees") shall not be liable for, and shall take the Condominium Unit free of, any claims for unpaid assessments or charges against such Unit which accrue prior to the time such Permitted Mortgagee acquires title thereto as aforesaid. Any such unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such Permitted Mortgagee as aforesaid shall be collectible from all Unit Owners, including said Permitted Mortgagee, in proportion to their respective Percentage Interests.

6.03. Collection of Assessments. The Board of Directors or the Managing Agent, at the request of the Board of Directors, shall take prompt action to collect any assessment for Common Expenses due from any Unit Owner which remains unpaid for more than fifteen (15) days from the due date for payment thereof. Any assessment, or installment thereof, not paid when due shall bear interest on the principal amount only from the due date thereof until paid at eight percent (8%) per annum or at the maximum lawful rate as provided by the Condominium Act.

6.04. Statement of Common Expenses. The Board of Directors shall promptly provide any Unit Owner, contract purchaser or Mortgagee so requesting a written Statement of Common Expenses along with a written statement of all unpaid assessments for Common Expenses due from such Unit Owner.

6.05. Payments Under the Lease. Each annual budget prepared pursuant to these Bylaws by the Board of Directors shall separately state the Grounds Rents reserved under the Lease and required to be paid to the Landlord by Unit Owners as tenants under New Leases (as defined in Section 22 of the Lease). Each Unit Owner shall pay the Ground Rents in proportion to his respective Percentage Interest, and does hereby consent to the designation of the Council of Unit Owners as the agent for collection, remittance and disbursement of payments with respect to Ground Rents in accordance with the provisions of the Lease. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Unit Owner shall pay to the Board of Directors or the Managing

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Agent (as determined by the Board of Directors) one-twelfth (1/12) of the Ground Rents reserved under the Lease and required to be paid to the Landlord with respect to such Unit Owner's Unit for the current fiscal year. In the event that any monthly payment by a Unit Owner hereunder is less than the sum of such Unit Owner's assessment for Common Expenses plus the Ground Rents due with respect to the Unit Owner's Unit, amounts paid by the Unit Owner shall first be credited toward Ground Rents due with respect to such Unit Owner's Unit, and the remainder, if any, shall be credited toward such Unit Owner's assessment for Common Expenses. In the event that any Unit Owner fails to pay his proportionate share of Ground Rents under the Lease, the Council of Unit Owners may, but shall not be obligated to, pay Ground Rents on behalf of such Unit Owner, in which event amounts so paid by the Council of Unit Owners shall constitute a lien on such Unit Owner's Unit pursuant to Section 11-110 of the Condominium Act and Section 11.02 of these Bylaws. Notwithstanding any provision contained herein to the contrary, the Council of Unit Owners shall establish a separate fund for payments collected with respect to Ground Rents, and shall keep books and records of such payments in the same manner as books and records are kept by the Council of Unit Owners with respect to payments by Unit Owners with respect to Common Expenses. The Council of Unit Owners shall make its books and records with respect to Ground Rents available to Landlord at Landlord's request, and shall provide to Landlord on a monthly basis a current record of payment or non-payment of Ground Rents by Unit Owners. Notwithstanding the foregoing, each Unit Owner recognizes that the Landlord may at any time terminate the responsibilities of the Council of Unit Owners under this Section 6.05 and designate a substitute agent or agents for collection of Ground Rents.

6.06. Maintenance, Repair, Replacement and Other Common Expenses.

(a) By the Board of Directors. The Board of Directors shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of not less than sixty-six and two-thirds percent (66-2/3%) of the Board of Directors, such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the Common Elements (including the Limited Common Elements) as defined herein or in the Declaration, whether located inside or outside of the Units, the cost of which shall be charged to all Unit Owners as a Common Expense; and with respect to the vertical fan coil units within Units, the Board of Directors shall be responsible for routine maintenance such as seasonal changing of filters, oiling of motors and cleaning of condensate drain pans; provided, however, that each Unit Owner shall perform normal maintenance on any Limited Common Elements appurtenant to his Unit and any portion of the remaining Common Elements which the Board of Directors pursuant to the Rules and Regulations has given him permission to utilize, including without limitation the items enumerated in subsection (b) hereof; provided, further, that with respect to the vertical fan coil

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units the Board of Directors shall not be responsible for repair or replacement of any components thereof or otherwise be responsible or liable for the maintenance of such units.

(b) By the Unit Owner.

(1) Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition, and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which from time to time may be necessary to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure to make any of the repairs required by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Board of Directors is responsible.

(2) Any Unit Owner permitted by the Board of Directors to use a specific portion of the Common Elements for storage is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner. The Board of Directors sall have no responsibility for articles stored by Unit Owners in any portion of the Common Elements.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

6.07. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements costing in excess of ten percent (10%) of the budget of the Council of Unit Owners for the current fiscal year during any period of twelve consecutive months, and the making of such additions, alterations or improvements shall have been approved by a Majority of the Unit Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing less than ten percent (10%) of the budget of the Council of Unit Owners for the current fiscal year may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute a Common Expense. Notwithstanding the foregoing, if, in the opinion of not less than five (5) of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owners shall be assessed therefor in such proportion as the Unit Owners shall jointly approve or, if they

are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

6.08. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors. No Unit Owner shall paint or alter the exterior of his Unit, including the doors and windows of the latter, nor shall any Unit Owner paint or alter the exterior of the Building, without the prior written consent of the Board of Directors. The Board of Directors shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement (by painting or otherwise) to or in such Unit Owner's Unit within forty-five (45) days after such request and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed structural addition, alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Council of Unit Owners and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Council of Unit Owners by the Board of Directors only, without however incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom. Subject to the approval of Mortgagees as required under Section 9(b) of the Declaration and Master Lease, the Board of Directors and any Unit Owner affected, any Unit may be subdivided or may be altered so as to relocate the boundaries between such Unit and any adjoining Units. The provisions of this Section 6.08 shall not apply to Units owned by the Developer until deeds of conveyance of such Units shall have been recorded. The Developer shall have the right to make such alterations or subdivisions, including the reapportionment of Percentage Interests, without the consent of the Board of Directors and the Board of Directors shall execute any such application required. All such alterations and subdivisions shall be evidenced by an amendment to the Declaration as required by Section 11-107 of the Condominium Act.

6.09. Restrictions on Use of Units and Common Elements; Rules and Regulations.

(a) Each Unit and the Common Elements shall be occupied and used as follows:

(1) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or any part thereof applicable for residential use without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the can-

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cellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste shall be committed in the Common Elements.

(2) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. Those laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion or use of the Property to be complied with shall be complied with by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a Common Expense.

(3) Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors.

(4) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units.

(5) No Unit after its initial conveyance shall be rented for transient or hotel purposes or in any event for any period less than twelve (12) months. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on a standard form of lease the terms and provisions of which have received the prior approval of the Board of Directors, and each Unit Owner shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this subparagraph shall not apply to the Developer, or to a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure, during the period of such Mortgagee's possession.

(6) No trailers, trucks, campers or boats may be parked on the Property. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Property.

(7) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements. Any Unit Owner who keeps or maintains any pet upon any portion of the Property in violation of these Bylaws shall be deemed to have indemnified and agreed to hold the Condominium, each Unit Owner, and the Developer free and harmless from any loss, claim or liability of any character whatever arising by reason of keeping or maintaining such pet within

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the Condominium.

(8) The Board of Directors shall have the right from time to time to prescribe limits on the size, weight or type of vehicles using the parking facilities of the Condominium.

(9) Nothing shall be affixed to the exterior of the Building, including but not limited to, window air conditioners, television or radio antennas, or other electrical connections, except in such manner as may be approved or prescribed in writing by the Board of Directors.

(10) Each Apartment Unit Owner shall have carpeting installed over at least eighty percent (80%) of the floor area, excluding the kitchen, of the Unit within thirty (30) days of occupying the Unit.

(11) No Unit Owner shall place or cause to permit to be placed on or in the public halls, stairways or other Common Elements (other than in the areas designated as storage areas) any bicycles, furniture, packages or objects of any kind. The halls and stairways shall be used for no purpose other than for normal transit.

(12) No Owner of a Commercial Unit shall use or permit the use of such Unit for any of the following purposes:

(i) manufacturing or assembly of goods;

(ii) preparation or sale of food and food products;

(iii) sale or transfer in any spiritous liquors, wines, ales or beer, or any morally offensive goods, materials, or services, as determined by the Board of Directors;

(iv) retail or wholesale sales establishments of an offensive character inconsistent with the residential character of the Condominium, as determined by the Board of Directors.

(13) The Board of Directors may at any time limit or abolish the access to or use of the switchboard service by Commercial Unit Owners.

(b) Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner. Amendments to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

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6.10. Right of Access. By acceptance of his deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, as provided by Section 11-123(e) of the Condominium Act, to the Board of Directors or the Managing Agent, or any other person authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in his Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Property or to correct any condition which violates any Mortgage; provided, however, that requests for entry, except in emergencies, are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

6.11. Utility Charges. Each Unit Owner shall pay for utilities consumed or used in his Unit which are billed directly to such Unit through separate meters. The cost of utilities serving the Common Elements and of utilities serving Units through meter systems other than separate meters for each Unit shall be Common Expenses. The costs of operation, maintenance, repair and replacement of any elevators shall be Common Expenses.

ARTICLE VII
Insurance

7.01. Authority to Purchase. Except as otherwise provided in Section 7.03 of this Article VII, all insurance policies relating to the Property shall be purchased by the Board of Directors for the use and benefit of the Council of Unit Owners, the Unit Owners, and their respective Mortgagees, as their interests may appear, which insurance shall be governed by the following provisions:

(a) The Board of Directors shall obtain a single master policy covering physical damage for the entire Property. The Board of Directors may, in its discretion, request that the insurance company issue to each Unit Owner a certificate or sub-policy specifying the portion of the master policy allocated to each Unit Owner's Condominium Unit to the extent that such certificates or sub-policies are issued by the insurance company. Each Unit Owner shall have the right to obtain at his own expense insurance covering the personal property and improvements made to his Unit and "additional living expense coverage" insuring him for the cost of emergency shelter in the event of damage rendering his Unit uninhabitable.

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(b) In addition, such master policy and any policy purchased pursuant to Section 7.02(c) of this Article VII, shall provide the following:

(1) That the insurer waives any right to claim by way of subrogation against the Council of Unit Owners, the Board of Directors, the Managing Agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;

(2) That such master policy shall not be cancelled, invalidated or suspended due to the conduct of any Unit Owner or of any member, officer or employee of the Board of Directors or the Managing Agent without a prior demand in writing that the Board of Directors or the Managing Agent cure the defect and neither shall have so cured such defect;

(3) That any "other insurance" clause contained in such master policy expressly exclude individual Unit Owners' policies from its operation;

(4) That until the expiration of thirty (30) days after the insurer gives notice in writing to any Mortgagee, such Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Unit Owner of such Unit, the other Unit Owners, the Board of Directors, or any of their agents, employees, or household members, nor cancelled for nonpayment of premiums;

(5) That such master policy may not be cancelled or modified without at least thirty (30) days prior written notice to the Board of Directors and all Mortgagees;

(6) A waiver of any right of the insurer to repair, rebuild and replace, if a decision is made pursuant to Article VIII of these Bylaws not to repair, reinstate, rebuild or restore the damage or destruction and, in such event, the insurer shall pay on the basis of replacement cost;

(7) A standard mortgagee clause in favor of each Mortgagee to the extent of the portion of the coverage of the master policy allocated to a mortgaged Unit, which clause shall provide that the loss, if any, thereunder shall be payable to such Mortgagee and the Unit Owner as their interests may appear; subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee contained in Sections 7.04 and 7.05 of this Article VII;

(8) A standard mortgagee clause acceptable to the Mortgagee, which clause shall provide that the insurance carrier shall notify the Mortgagee (or Trustee under a Deed of Trust) at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy;

(9) The Developer shall be protected by all of the foregoing provisions as if the Developer were a Unit Owner for so long as the Developer is the owner of any Unit.

(c) All policies of insurance shall be written by companies acceptable to the Mortgagees, licensed to do business in the State of Maryland, and holding a rating of Class VI (or the equivalent) or better by Best's Insurance Reports.

(d) No insurance shall be obtained or maintained where (1) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against the Unit Owner or Mortgagee or his designee or successors in interest; (2) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Unit Owner or Mortgagee or his designee or successors in interest from collecting insurance proceeds.

(e) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees, unless otherwise required by law.

(f) Each Unit Owner shall be required to notify the Board of Directors of all improvements made by the Unit Owner to his Unit, the value of which is in excess of One Thousand Dollars ($1,000).

(g) Any Unit Owner who obtains individual insurance policies covering any portion of the Property, other than personal property belonging to such Unit Owner, shall be required to file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Unit Owner shall also promptly notify, in writing, the Board of Directors in the event such policy is cancelled.

(h) In the event any insurance policy on the Common Elements provides for a "deductible," any amount required to be paid on account of such "deductible" shall be treated as a Common Expense and paid in accordance with Article VI of these Bylaws.

7.02. Insurance Coverage.

(a) The Board of Directors shall obtain and maintain the following insurance:

(1) A blanket insurance policy on a 100% replacement cost basis covering all risk perils, including fire insurance with extended coverage and including the Replacement Cost and Agreed Amount Endorsements. Such insurance shall in-

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clude explosion coverage or steam boilers, including breakdown of air conditioning equipment, building service machinery and electrical equipment at a minimum of the replacement cost of the building (as determined by the Board of Directors), per accident per location, and shall include coverage for cost of demolition and increased cost of construction resulting from the operation of building laws or codes. The insurance coverage obtained by the Board of Trustees shall exclude any coverage on any personal property or fixtures located within or appertaining to the exclusive use of a unit, including but not limited to any appliances, windows, drapes, carpeting, and wall coverings, and any liability coverage on a unit owner, its guests, invitees, employees or any other occupants of such unit, arising out of any and all occurrences and happenings within a unit and/or relating in any way whatsoever to said personal property and fixtures, it being understood that it is the sole responsibility of each unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors. Such insurance shall cover the interest of the Council of Unit Owners, the Board of Directors, all Unit Owners and their Mortgagees, and the Landlord, as their interests may appear. Replacement cost shall be determined annually by the Board of Directors with the assistance of the insurance company affording such coverage;

(2) workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and

(3) such other insurance as the Board of Directors may determine or as may be requested from time to time by a Majority of the Unit Owners.

(b) The insurance company shall provide to any Mortgagee so requesting it, at least thirty (30) days prior to expiration of the then current policies, a certificate or sub-policy of insurance specifying the portion of the master policy of physical damage insurance allocated to a unit on which the Mortgagee holds a mortgage, together with copies of all renewals of such master policy and all sub-policies or certificates and endorsements issued thereunder, and such proof of payment of premiums as may be requested by the Mortgagee. Prior to obtaining any policy of physical damage insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from an insurance company, or such other source as the Board of Directors may determine, of the current replacement cost of the Property (exclusive of the Land), without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this Section.

(c) The Board of Directors shall obtain and maintain public liability insurance for bodily injury and property damage (including, with regard to the Board of Directors, libel, slander, false arrest, wrongful eviction and invasion of privacy). The Board of Directors shall also obtain Directors and Officers liability insurance, if available at reasonable cost.

All such insurance shall be carried in such limits as the Board of Directors may from time to time determine, insuring, as appropriate, each member of the Board of Directors, the Managing Agent, each Unit Owner, and the Developer against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; hired and non-owned vehicle coverage; host liquor liability coverage with respect to events sponsored by the Council of Unit Owners; deletion of the normal products exclusion with respect to events sponsored by the Council of Unit Owners; and a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Council of Unit Owners or of another Unit Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than One Million Dollars ($1,000,000) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained.

(d) The Board of Directors shall maintain or assure the existence of adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Council of Unit Owners and all others who handle, or are responsible for handling, funds of the Council of Unit Owners, including the Managing Agent. Such fidelity bonds shall: (i) name the Council of Unit Owners as an obligee; (ii) be written in an amount not less than Fifty Thousand Dollars ($50,000) or not less than one and one-half times the estimated annual operating expenses of the Property, including reserves and escrows, whichever amount is greater; (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and (iv) provide that the same may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Council of Unit Owners and all Mortgagees.

(e) If required by any governmental or quasigovernmental agency including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the Board of Directors shall provide flood insurance in accordance with the then applicable regulations of such agency.

7.03. Separate Insurance. Each Unit Owner shall have the right, at his own expense, to obtain additional insurance for his own Unit and for his own benefit and to obtain insurance coverage upon his personal property and for his personal liability; provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such additional insurance

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coverage so as to decrease the amount which the Board of Directors, on behalf of all Unit Owners, may realize under any insurance policy on the Property or to cause any insurance coverage maintained by the Board of Directors to be brought into contribution with such additional insurance coverage obtained by a Unit Owner.

7.04. Insurance Trustee.

(a) All insurance policies purchased by the Board of Directors shall be for the use and benefit of the Council of Unit Owners, the Unit Owners, their Mortgagees, and the Developer, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid in trust to such banking institution in the metropolitan Washington, D.C., area with trust powers as may be designated by the Board of Directors, which trustee is herein referred to as the Insurance Trustee.

(b) The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the insureds and their beneficiaries thereunder.

7.05. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent for all named insureds to adjust and settle all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims.

ARTICLE VIII

Repair and Reconstruction After Fire or Other Casualty

8.01. When Repair and Reconstruction are Required. Except as otherwise provided in Section 8.04 of this Article, in the event of damage to or destruction of all or any of the Building as a result of fire or other casualty, the Board of Directors, under the direction of the Insurance Trustee, shall arrange for and supervise the prompt repair and restoration of the Building (including any damaged Units, and the floor coverings, kitchen or bathroom fixtures and appliances initially installed therein by the Developer, but not including any furniture, furnishings, fixtures, appliances, equipment or other personal property supplied or installed by the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of his own Unit.

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8.02. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Building, the Board of Directors under the direction of the Insurance Trustee shall obtain reliable and detailed estimates of the cost of repairing and restoring the Building (including any damaged Units and any floor coverings and kitchen and bathroom fixtures and appliances initially installed by Developer but not including any other furniture, furnishings, fixtures, appliances, equipment or other personal property installed by the Unit Owner in the Unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Insurance Trustee determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair shall be deemed a Common Expense and a special assessment therefor shall be levied.

(c) Reconstruction. Any such reconstruction or repair shall he substantially in accordance with the original construction of the Building.

8.03. Disbursements of Construction Funds.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the Insurance Trustee from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the estimated cost of reconstruction and repair is less than Twenty-five Thousand Dollars ($25,000), then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors.

(2) If the estimated cost of reconstruction and repair is Twenty-five Thousand Dollars ($25,000) or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in the State of Maryland and employed by the Insurance Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect, and other persons who have rendered services or furnished materials in connection with the work and stating that: (a) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services

and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of##s from all contractors or subcontractors employed in connection with said repair or reconstruction.

(b) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners in proportion to their Percentage Interests and shall be distributed in accordance with tke priority of interests at law or in equity in each Unit.

(c) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing those portions of the Common Elements which enclose and service the Units, then to the Units which were damaged, and thereafter to the cost of repairing the other Common Elements.

(d) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary, certifying: (i) whether the damaged Property is required to be reconstructed and repaired; (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund or whether surplus funds to be distributed are less than the assessments paid by the Unit Owners; and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

8.04. When Reconstruction is Not Required.

(a) Insubstantial Damage. In the event of insubstantial damage to the Common Elements, and if the Board of Directors shall elect not to repair the same, then in such event any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Percentage Interests.

(b) Substantial Damage. In the event the estimated cost of repairing or reconstruction is equal to or greater than two-thirds (2/3) of the then replacement value of the Building, then such damage or destruction shall not be repaired or reconstructed unless all of the Unit Owners shall decide, within sixty (60) days after the casualty, to repair or reconstruct. If, for any reason, reliable and detailed estimates of the cost of repair or reconstruction are not made available to the Council of Unit Owners within said period of sixty (60) days after the casualty,

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then such period shall be extended until five (5) days after such information shall be made available to the Council of Unit Owners; provided, however, that said period of time shall in no event exceed ninety (90) days after the casualty. No Mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed. In the event the Council of Unit Owners determines that the damage or destruction shall not be repaired or reconstructed, then and in that event (i) the Property shall be deemed to be owned in common by the Unit Owners; (ii) the undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the Percentage Interest previously owned by such Unit Owner; (iii) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the Percentage Interest of the Unit Owner in the Property; and (iv) pursuant to Section 11-111(c) of the Condominium Act, the Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale shall be paid to the Insurance Trustee and disbursed as herein provided. Such determination not to repair and reconstruct shall be evidenced by a certificate of the Council of Unit Owners executed by the President and Secretary, certifying the facts effecting the same, which certificate shall become effective upon being recorded in the Land Records of Montgomery County, Maryland. Said net proceeds of sale, together with the net proceeds of the insurance on the Property shall be considered as one fund which, after paying all expenses of the Insurance Trustee, and all costs and expenses of clearing and removing all debris and rubble from the Land, shall be divided among all the Unit Owners proportionate to their respective Percentage Interests in the Property after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the Percentage Interest in the Property then owned by each Unit Owner. Prior to any disbursements to Unit Owners, the Mortgagee on any Unit shall receive payment in full of the debt secured by its Mortgage to the extent that such debt does not exceed an amount equal to (i) the insurance proceeds paid with respect to the Unit covered by such Mortgage; plus (ii) any sums which might otherwise be due the Owner of such Unit from the proceeds of the sale of the entire Property. Disbursements to Unit Owners shall be made as provided herein.

(c) Zoning Restrictions. In the event that the Building is characterized as a non-conforming use under the Zoning Ordinance of Montgomery County, Maryland, damage to or destruction of the Building shall be dealt with in the following manner:

(i) In the event that the amount of damage to or destruction of the Building is equal to or greater than two-thirds of the then replacement cost of the Building, such damage shall be dealt with as set out in Section 8.04(b) hereof.

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(ii) In the event that the amount of damage to or destruction of the Building is greater than fifty percent of the then replacement cost of the Building, but not equal to or greater than two-thirds of the then replacement cost of the Building, such damage and destruction shall be repaired or reconstructed pursuant to Section 8.01 hereof. In the event of a determination by Montgomery County that the Building may not be repaired or reconstructed, the Board of Directors is authorized to pursue all legal or administrative remedies or appeals with respect to such determination, and upon exhaustion of any such remedies and appeals pursued, such damage or destruction shall be considered substantial damage as defined in Section 8.04(b) hereof and shall be dealt with as set out therein.

8.05. Priority of Mortgagee to Insurance Proceeds, Condemnation Awards. Nothing in these Bylaws or the Declaration shall be construed to give a Unit Owner, or any other party, priority over the rights of any Mortgagee in the case of a distribution to a Unit Owner of insurance proceeds or condemnation awards for losses of his Unit and/or Common Elements.

ARTICLE IX
Condemnation

9.01. General. In the event all or any part of the Property shall be taken by any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Council of Unit Owners if such award amounts to less than Five Thousand Dollars ($5,000.00) and to the Insurance Trustee if such award amounts to Five Thousand Dollars ($5,000.00) or more. Any award made therefor shall be disbursed by the Council of Unit Owners or the Insurance Trustee, as the case may be, as hereinafter provided in this Article.

9.02. Common Elements. If the taking includes any part of the Land on which Common Elements are located (other than those contained within any Unit), and unless a Majority of Unit Owners shall decide within sixty (60) days after such taking not to replace such Common Elements, or any part thereof, on the remaining Land, according to plans first approved by the Council of Unit Owners, then the Board of Directors shall arrange for such replacement and the Council of Unit Owners or the Insurance Trustee, as the case may be, shall disburse to the Landlord so much of the proceeds of such award, if any, as is properly allocable to the Landlord under the terms of the Lease (in the event the taking includes a taking of a part of the Land) and shall disburse the remainder of the proceeds in the same manner as they are required to disburse insurance proceeds where damage or

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destruction to the Common Elements is to be repaired or reconstructed, as provided for in Article VIII of these Bylaws; subject, however, to the right hereby reserved to the Council of Unit Owners, to be exercised by a Majority of the Unit Owners, to provide for the disbursement by the Insurance Trustee of the remaining proceeds held by it (after payment of all costs incident to such replacement including all expenses of the Insurance Trustee) to the Unit Owners, or any one or more of them, amounts disproportionate to their Percentage Interests in the Property as established in the Declaration, which disproportionate amounts shall correspond with the disproportionate damages sustained by the Owners, or any one or more of them, as the Council of Unit Owners may determine by a Majority of the Unit Owners. If at least a Majority of the Unit Owners shall decide within sixty (60) days after such taking not to replace the Building, or any portion thereof, or in the event the taking is confined to the Common Elements on which no Building shall have been constructed, then the Council of Unit Owners or the Insurance Trustee, as the case may be, shall disburse the proceeds of the award in the manner hereinabove provided for the disbursement of the remaining proceeds of an award after payment of all costs incident to replacement of the Building taken, including the right reserved to the Council of Unit Owners to provide for the disbursement by the Insurance Trustee of the remaining proceeds held by it to the Unit Owners in disproportionate amounts as aforesaid.

9.03. Units. If the taking includes one or more Units or Limited Common Elements, or any part thereof, whether or not there is included in the taking any part of the Common Elements, then unless two-thirds (2/3) of the total vote of the Council of Unit Owners shall decide within sixty (60) days after such taking not to terminate the condominium regime, the taking shall be treated as damage or destruction which shall not be repaired or reconstructed as provided in Section 8.04(b) of Article VIII of these Bylaws, whereupon the condominium regime will be terminated in accordance with the provision of the Real Property Article of the Annotated Code of Maryland and Section 8.04(b) of these Bylaws, except that so much of the award, if any, as is properly allocable to the Landlord under the terms of the Lease (if the taking includes a taking of part of the Land) shall first be paid to the Landlord, and wherever "net proceeds of insurance" are referred to in Section 8.04(b), the same shall be deemed to refer to the net award received on account of such taking. Such taking shall be evidenced by the Council of Unit Owners certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Lands Record of Montgomery County, Maryland. In the event at least two-thirds (2/3) of the total vote of the Council of Unit Owners shall decide within said sixty day period to continue the condominium regime after such taking, then the award for such taking shall be payable to the Insurance Trustee and shall be disbursed (after payment of all expenses incident to such disbursement including the Insurance Trustee's fees and expenses) as follows and in accordance with the following priorities:

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(a) To the payment to any Unit Owner of so much of the award as properly attributable to the taking of his Unit and for consequential damages as a result thereof, after first paying out of the portion of the award so allocated to such Unit Owner, to the extent of such allocated amount, all liens on such owner's Unit, including all Mortgages thereon.

(b) To the payment to any Unit Owner of so much of the award as is attributable to the taking of any Limited Common Elements to which such Unit Owner had a right of exclusive use, after first paying out of such portion of the award so allocated to such Limited Common Element to the extent of such allocated amount, all liens on such Limited Common Elements, including all Mortgages thereon. In the event such Common Element is a Limited Common Element for more than one Unit, the share so payable to the Unit Owner shall be the quotient obtained by dividing the amount of the award so allocated by the number of Unit Owners having the use of such Limited Common Elements to the exclusion of others.

(c) To the payment to any Unit Owner whose Unit is taken of a portion of the award attributable to the taking of any General Common Elements, after first paying to the Landlord out of such Portion of the award so allocated to such General Common Elements, so much thereof, if any, as is properly allocable to the Landlord under the Lease (if the taking includes a taking of a part of the Land), and thereafter all liens on such General Common Elements, including all Mortgages thereon. The portion so payable shall be a percentage thereof equal to the Percentage Interest of such Unit Owner in and to the Common Elements.

(d) To the payment of the costs and expenses of repairing and reconstructing any damage to the remainder of the Property. All such payments shall be held and disbursed by the Insurance Trustee as provided in Article VIII hereof. All damages and destruction to the remaining portions of the Property shall be, in the event the Condominium regime is continued, immediately repaired and reconstructed and the cost thereof shall be treated as a Common Expense, and in the event that the amount of the condemnation award remaining therefor is insufficient for the purpose, an annual assessment shall be levied therefor.

9.04. Percentage Interests and Votes. In the event after a taking of one or more Units, or a part thereof, it is determined to continue the condominium regime, the Percentage Interests of the Unit Owners suffering such taking shall be adjusted downward in proportion to the amount of floor area of each such Unit prior to the taking and the floor area following such taking, and the Percentage Interests of each remaining Unit Owner shall be adjusted upward in proportion to the amount of floor area of each such remaining Unit to the total remaining floor area in the Building. Unless specifically described in the declaration of taking, such taking of any Unit shall not include the taking of

any portion of the vote or membership in the Council of Unit Owners, or the undivided Percentage Interest appurtenant thereto.

ARTICLE X
Mortgages

10.01. Notice to Board of Directors. A Unit Owner who mortgages his Unit shall notify the Board of Directors of the name and address of his Mortgagee and shall file a conformed copy of the note and Mortgage with the Board of Directors within thirty (30) days of execution thereof.

10.02. Notice of Default, Casualty or Condemnation. The Board of Directors, when giving notice to any Unit Owner of a default in paying an assessment for Common Expenses or any other default under any provisions of these Bylaws, shall simultaneously send a copy of such notice to the Mortgagee of such Unit within thirty (30) days of such default. Each Mortgagee shall also be promptly notified of any casualty giving rise to a possible claim under any insurance purchased under Article VII, of all actions taken under Article VIII, and of any taking in condemnation or by eminent domain and actions of the Council of Unit Owners with respect thereto.

10.03. Notice of Amendment of Declaration or Bylaws. The Board of Directors shall give notice to all Mortgagees twenty-one (21) days prior to the date on which the Unit Owners, in accordance with the provisions of these Bylaws, propose to amend the Condominium Instruments.

10.04. Mortgagees' Approvals.

(a) Except as provided by statute in case of substantial loss to the Units and/or Common Elements, unless all Mortgagees shall have given their prior written approval, neither the Council of Unit Owners nor any Unit Owner shall, by act or omission, withdraw the submission of the Property to the Condominium Act.

(b) Unless seventy-five percent (75%) of the Mortgagees holding Mortgages constituting first liens on the Units subject to such Mortgages have given their prior written approval, neither the Council of Unit Owners nor any Unit Owner shall:

(i) Change the Percentage Interest or obligations of any Unit;

(ii) Subdivide or relocate the boundaries or interior partitions of any Unit encumbered by a Mortgage;

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5696, p. 0729, MSA_CE63_5654. Date available 07/01/2005. Printed 10/06/2025-076, 5F1 Imphil 11 2025 5:1:36

(iii) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (other than the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements);

(iv) Use hazard insurance proceeds for losses to the Property, or any portion thereof, (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Property, except as may be provided by the Condominium Act in case of substantial loss to the Units and/or Common Elements;

(v) To the extent this subparagraph is consistent with the Condominium Act, amend the Declaration in a manner which will diminish the security of any Mortgagee.

10.05. Other Rights of Mortgagees. All Mortgagees or their representatives shall be entitled to attend meetings of the Council of Unit Owners and shall have the right to speak at such meetings. All such Mortgagees shall have the right to examine the books and records of the Council of Unit Owners and to require the submission of annual financial reports and other budgetary information.

ARTICLE XI
Compliance and Default

11.01. (a) Relief. Each Unit Owner, and each Unit Owner's tenant, shall be governed by, and shall comply with, all of the terms of the Condominium Instruments and the Condominium Act as any of the same may be amended from time to time. Unit Owners shall bear sole responsibility for violations of the terms of the Condominium Instruments by any tenant occupying their Unit. In addition to the remedies provided in Section 11-119(a) of the Condominium Act, a default by a Unit Owner shall entitle the Council of Unit Owners, acting through its Board of Directors or through the Managing Agent, to the following relief:

(b) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants, employees, agents, licensees or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5696, p. 0730, MSA_CE63_5654. Date available 07/01/2005. Printed 10/06/2025 07:06:06 PM. Compiled 11/6/2025 1:36

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5696, p. 0731, MSA_CE63_5654. Date available 07/01/2005. Printed 10/06/2025 6:06:06 PM. Image 1 of 2025-10-06 18:06:06.1:36

(c) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by a court.

(d) No Waiver of Rights. The failure of the Council of Unit Owners, the Board of Directors, or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Condominium Act shall not constitute a waiver of the right of the Council of Unit Owners, the Board of Directors or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Council of Unit Owners, the Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or the Condominium Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same form exercising such other privileges as may be granted to such party by the Condominium Instruments or the Condominium Act or at law or in equity.

(e) Interest. In the event of a default by any Unit Owner in paying any Common Expenses or other sum assessed against him which continues for a period in excess of fifteen (15) days, the principal amount unpaid shall bear interest at the maximum lawful rate not to exceed eight percent (8%) per annum from the due date until paid.

(f) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board of Directors, the breach of any Bylaw contained herein, or the breach of any provision of the Declaration or the Condominium Act shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws, and subject to applicable laws: (a) to enter the Unit in which, or as to which, such Violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of tresspass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including institution of proceedings for eviction of any tenant of a Unit Owner; and/or (c) to impose a fine of up to twenty-five dollars ($25.00) on Unit Owners per infraction per day for so long as any violation of the Condominium Instruments continues.

11.02. Lien for Assessments.

(a) The total annual assessment of each Unit Owner for Common Expenses or any other assessment made pursuant to these

Bylaws is hereby declared to be a lien levied against the Unit of such Unit Owner as provided in Section 11-110 of the Condominium Act, which lien shall be effective in accordance with subsection (d) thereof.

(b) In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner and his Mortgagee by the Board of Directors or the Managing Agent.

(c) The lien for assessments may be enforced and foreclosed in the name of the Board of Directors, or the Managing Agent, acting on behalf of the Council of Unit Owners, pursuant to Section 11-110(f) of the Condominium Act. The Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of the State of Maryland.

(d) A suit to recover a money judgment for unpaid contributions may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

ARTICLE XII
Amendments to Bylaws

12.01. Amendments. These Bylaws may not be modified or amended except by the affirmative vote of Unit Owners holding sixty-six and two/thirds percent (66 2/3%) or more of the Percentage Interests as provided in Section 11-104(e) of the Condominium Act. The Secretary-Treasurer shall effectuate any amendments to the Bylaws by recording same among the Land Records of Montgomery County, Maryland, and shall certify that any such amendment was approved by the vote of Unit Owners with the required percentage of all the votes in the Council of Unit Owners.

12.02. Mortgagees and Landlords. These Bylaws contain provisions concerning various rights, priorities, remedies and interests of Mortgagees and of the Landlord. Such provisions in these Bylaws are to be construed as covenants for the protection of such Mortgagees and the Landlord on which they may rely in making loans secured by Mortgages and in submitting the Land to the Condominium Act.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5696, p. 0732, MSA_CE63_5654. Date available 07/01/2005. Printed 10/06/2025 1:36:36 PM

ARTICLE XIII
Sales, Leases, and Allocation of Units

13.01. No Severance of Ownership. No Owner shall execute any deed, lease, Mortgage, or instrument conveying or mortgaging the title to his Unit without including therein the undivided Percentage Interest of such Unit in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, Mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the interest in the Common Elements of any Unit may be sold, leased, transferred, given, devised, or otherwise disposed of, except as part of a sale, lease, transfer, gift, devise or other disposition of of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer, gift, devise or other disposition of such part of the interests in the Common Elements of all Units.

13.02. Payment of Assessments. With the exception of Permitted Mortgagees, no Owner shall be permitted to convey, mortgage, hypothecate, sell, lease, give, or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors against his Unit.

ARTICLE XIV
Miscellaneous

14.01. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid (or otherwise as the Condominium Act may permit), (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary-Treasurer or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Council of Unit Owners, the Board of Directors, or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one Person, each such Person who so designates an address in writing to the Secretary-Treasurer shall be entitled to receive all notices hereunder.

14.02. Captions. The caption herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws to the extent of any provision thereof.

14.03. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5696, p. 0733, MSA_CE63_5654. Date available 07/01/2005. Printed 10/06/2025 07:01:25 PM

genders, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed and attested by its duly authorized officer this day of April 29, 1980.

WITNESS

Elsie M. Schaeppler

KENWOOD PLACE ASSOCIATES,
a Limited Partnership,

By: KPC, Inc., its General Partner

By: Glen [illegible]
President

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5696, p. 0734, MSA_CE63_5654. Date available 07/01/2005. Printed 10/06/2025-076, CE1 compiled 11/6/2025 1:36

EXHIBIT D TO DECLARATION AND MASTER LEASE OF
KENWOOD PLACE CONDOMINIUM

SCHEDULE OF PERCENTAGE INTERESTS

UNIT NUMBER	PERCENTAGE INTEREST (%)
1	0.22
2	0.22
3	0.42
4	0.55
5	0.46
6	0.55
101	0.77
102	0.77
103	0.46
107	0.55
109	0.46
110	0.64
111	0.58
118	0.64
119	0.64
120	0.58
121	0.55
123	0.46
128	0.46
130	0.46
132	0.81
134	0.87

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Unit Number	Percentage Interest (%)
137	0.64
139	0.51
142	0.46
143	0.42
144	0.46
145	0.81
146	0.46
147	0.42
148	0.42
149	0.38
150	0.58
201	0.77
202	0.77
203	0.58
204	0.86
205	0.58
206	0.51
207	0.55
208	0.58
209	0.51
210	0.64
211	0.58
212	0.58
213	0.77
214	0.46
217	0.51

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5696, p. 0736, MSA_CE63_5654. Date available 07/01/2005. Printed 10/06/2025-076, CE1 compiled 11/6/2025 1:36

Unit Number	Percentage Interest (%)
218	0.58
219	0.64
220	0.58
221	0.64
222	0.55
223	0.46
224	0.51
225	0.55
226	0.58
227	0.55
228	0.46
229	0.81
230	0.46
231	0.42
232	0.81
233	0.42
234	0.87
235	0.46
236	0.46
237	0.64
238	0.77
239	0.55
240	0.81
241	0.58
242	0.46
243	0.42

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5696, p. 0737, MSA_CE63_5654. Date available 07/01/2005. Printed 10/06/2025-076, CE1 compiled 11/6/2025 1:36

Unit Number	Percentage Interest (%)
244	0.51
245	0.81
246	0.46
247	0.42
248	0.42
249	0.38
250	0.58
301	0.77
302	0.77
303	0.58
304	0.86
305	0.58
306	0.51
307	0.55
308	0.58
309	0.51
310	0.64
311	0.58
312	0.58
313	0.77
314	0.46
317	0.51
318	0.58
319	0.64
320	0.58

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Unit Number	Percentage Interest (%)
321	0.64
322	0.55
323	0.46
324	0.51
325	0.55
326	0.58
327	0.55
328	0.46
329	0.81
330	0.51
331	0.42
332	0.81
333	0.42
334	0.87
335	0.46
336	0.46
337	0.64
338	0.77
339	0.55
340	0.81
341	0.58
342	0.46
343	0.42
344	0.51
345	0.81
346	0.46

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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5696, p. 0739, MSA_CE63_5654. Date available 07/01/2005. Printed 10/06

Unit Number	Percentage Interest (%)
347	0.42
348	0.42
349	0.38
350	0.58
401	0.77
402	0.77
403	0.58
404	1.15
405	0.27
406	0.51
407	0.55
408	0.58
409	0.51
410	0.64
411	0.58
412	0.58
413	0.77
414	0.46
415	0.42
416	0.42
417	0.51
418	0.58
419	0.64
420	0.58
421	0.64

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5696, p. 0740, MSA_CE63_5654. Date available 07/01/2005. Printed 10/06/2025-076, CE1 compiled 11/6/2025 1:36

Unit Number	Percentage Interest (%)
422	0.55
423	0.46
424	0.51
425	0.55
426	0.58
427	0.55
428	0.46
429	0.81
430	0.51
431	0.42
432	0.81
433	0.42
434	0.87
435	0.46
436	0.51
437	0.64
438	0.77
439	0.55
440	0.81
441	0.58
442	0.46
443	0.42
444	0.51
445	0.81
TOTAL	100.00

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5696, p. 0741, MSA_CE63_5654. Date available 07/01/2005. Printed 10/06/2025-076, CE1 compiled 11/6/2025 1:36

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5716, p. 0302, MSA_CE63_5674. Date available 07/01/2005. Printed 10/06/2025-076, CE1 compiled 11/6/2025 1:36

LIBER 5716 FOLIO 302

1981 JUN 18 AM 10 06

CLERK'S OFFICE
MONTGOMERY COUNTY, MD

AMENDMENT TO DECLARATION AND MASTER LEASE
OF KENWOOD PLACE CONDOMINIUM

WITNESSETH

WHEREAS, a Declaration and Master Lease (the "Declaration") establishing a plan for condominium ownership for premises located at 5301 Westbard Circle, Bethesda, Maryland, pursuant to the Maryland Horizontal Property Act, to be known as Kenwood Place Condominium, was recorded with the Clerk of the Circuit Court of Montgomery County, Maryland at Liber 5696, Folio 663 on May 8, 1981; and

18.00
CHECK 18.00
#44839 C216 R01 T10:10
JUN 18 81

WHEREAS, Kenwood Place Associates, a limited partnership, the Declarant identified in said Declaration, being the sole owner of Units in Kenwood Place Condominium, desires to amend said Declaration to reallocate certain Percentage Interests set out in Schedule D thereto, and to reflect certain structural changes to certain Units in the Condominium; and

WHEREAS, there are presently no Mortgagees holding Mortgages on Units in the Kenwood Place Condominium.

NOW THEREFORE, the Declaration is amended as follows:

1. The Percentage Interests of the following Units as set out in Schedule D to the Declaration are amended as follows:

Unit Number	Percentage Interest (%)
2	.25
3	.38
4	.56

18.00

CLERK'S NOTATION
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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5716, p. 0303, MSA_CE63_5674. Date available 07/01/2005. Printed 10/06/

5	.47
6	.56
147	.40

2. Units numbered 4 and 6 as shown on the Condominium Plat of Kenwood Place Condominium, recorded among the Condominium Records of Montgomery County, Maryland at Condominium Plat Book 23, at page 2417 through page 2433, which Condominium Plat is incorporated into the Declaration and Master Lease of Kenwood Place Condominium by reference as Exhibit B, is amended to reflect a subdivision of said Units into two separate Units numbered 4 and 6 as shown on the attached Exhibit A.

3. All capitalized terms used in this Amendment shall have the same meanings as in the Declaration unless otherwise defined herein.

IN WITNESS WHEREOF, Kenwood Place Associates, a limited partnership, has caused this Amendment to the Declaration and Master Lease of Kenwood Place Condominium to be executed by KPC Inc., its general partner, and by Lazlo N. Tauber, trustee for Westwood Joint Venture, Landlord under the Lease described in the Declaration, all as of the 5th day of June, 1981, for purposes herein expressed.

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CLERK'S NOTATION
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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5716, p. 0304, MSA_CE63_5674. Date available 07/01/2005. Printed 10/06/2025 1:36:16 PM. CE1 comment

WITNESS:

DECLARANT:

KENWOOD PLACE ASSOCIATES,
a Limited Partnership
By: KPC, Inc., its General
Partner

By: Stephen Tuttle
STEPHEN TUTTLE

By: Sharon M. Rotter
Sharon M. Rotter
Vice President

LANDLORD:

WITNESS:

LASZLO N. TAUBER, Trustee
for Westwood Joint Venture

By: [signature]

Laszlo N. Tauber

I HEREBY CERTIFY that on the 5th day of June, 1981, before me the undersigned officer, personally appeared Sharon M. Rotter, who is personally known to me to be the person whose name is subscribed to the within instrument as Vice President of KPC, INC., a Wisconsin corporation and General Partner of Kenwood Place Associates, a Limited Partnership, the Declarant named in the within instrument, and that said Sharon M. Rotter, as such Vice President, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the corporation on behalf of Kenwood Place Associates, a Limited Partnership, by herself as its authorized officer as aforesaid.

GIVEN under my hand and seal this 5th day of June, 1981.

(NOTARY SEAL)

Joyce A. Sandusky
Notary Public

My commission expires: March 14, 1985 JOYCE A. SANDUSKY

I HEREBY CERTIFY that on the 5th day of June, 1981, before me, the undersigned officer, personally appeared LASZLO N. TAUBER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument as Trustee for

CLERK'S NOTATION
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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5716, p. 0305, MSA_CE63_5674. Date available 07/01/2005. Printed 10/06/2025-076, CE1 compiled 11/6/2025 1:36

WESTWOOD JOINT VENTURE, and acknowledged that he executed the same for the purposes therein contained as his own act and deed.

GIVEN under my hand and seal this 12th day of June, 1981.

(NOTARY SEAL)

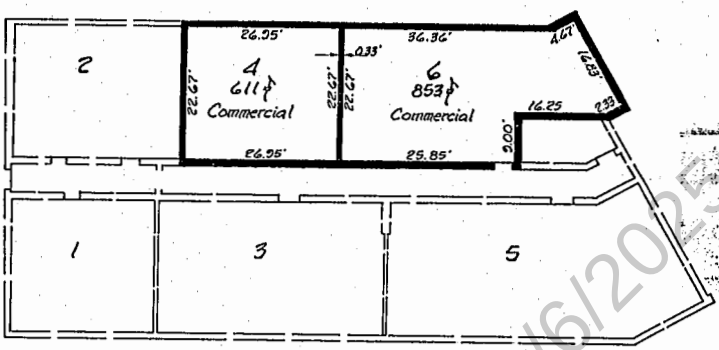
Carl W. Presley
Notary Public

My commission expires:

CARL W. PRESLEY, Notary
Commission for Montgomery
County, Maryland.
My Commission Expires July 1, 1982

CLERK'S NOTATION
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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5716, p. 0306, MSA_CE63_5674. Date available 07/01/2005. Printed 10/06/



PART OF BASEMENT FLOOR

NOTE: Condominium recorded among the Land Records of Montgomery County, Maryland in Condominium Plat Book 23 as Plat No. 2417

KENWOOD PLACE CONDOMINIUM

SEVENTH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Scale: 1"=20' June, 1981

FCK 1042
3:118:16.2

CLERK'S NOTATION
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2025-076, CE1 compiled 11/6/2025 1:36

Second Amendment To Declaration and Master-Lease

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

(2)

38645 295

SECOND AMENDMENT TO DECLARATION AND MASTER LEASE FOR KENWOOD PLACE CONDOMINIUM

THIS AMENDMENT TO DECLARATION AND MASTER LEASE is made as of April 27, 2005 by the COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM, an unincorporated association created pursuant to Section 11-109(d) of the Maryland Condominium Act ("Association").

RECITALS:

R-1. A Declaration and Master Lease Agreement dated May 6, 1981 and recorded May 8, 1981 in Liber 5696 at Folio 663 among the land records of Montgomery County, Maryland (as amended, the "Declaration") established a plan for condominium ownership for certain leasehold premises and the improvements thereon located at 5301 Westbard Circle, Bethesda, Maryland, to be known as the Kenwood Place Condominium (the "Condominium").

R-2. Pursuant to Section 12 of the Declaration, amendments to the Declaration require "the approval of all mortgagees holding mortgages on one or more units in the Condominium."

R-3. Due to the frequent sale of servicing and mortgage loans in the secondary mortgage market it has become very difficult, if not practically impossible, to determine with certainty who the current mortgagee of each unit may be and to locate and obtain an approval or disapproval from such mortgagee.

R-4. To facilitate making necessary amendments to the Declaration, the unit owners of the Condominium wish to amend the Declaration to delete the requirement for such mortgagee approval and to substitute a more modern approach which requires mortgagee approval only for material and extraordinary amendments which affect the rights of mortgagees and to enhance the rights of mortgagees by providing other mortgagee protections not now contained in the Declaration.

R-5. Section 12 of the Declaration and Section 11-103(c) of the Maryland Condominium Act (the "Act") provides that the Declaration may be amended with the written consent of 80% of the unit owners and with the approval of all mortgagees holding mortgages on one or more units in the Condominium.

R-6. The Association has obtained the requisite consent and approval, as evidenced by the Certification of Secretary attached hereto.

AMENDMENT:

Pursuant to and in compliance with Section 12 of the Declaration and Section 11-103(c) of the Act, the Association hereby amends the Declaration as follows:

1. Section 12 of the Declaration is hereby deleted in its entirety and the revised Section 12 set forth on Exhibit 1 attached hereto is hereby substituted in lieu thereof.

PLEASE RETURN TO:
Lerch, Early & Brewer Chartered
3 Bethesda Metro, Suite 460
Bethesda, MD 20814-5367
Attn: Judith A. Hill, Paralegal

2010 JAN 13 P 1:58

LORRAINE E. KNIGHT
CLERK OF THE CIRCUIT COURT
MONTGOMERY COUNTY, MARYLAND

LAND RECORDS FEE 20.00
RECORDING FEE 75.00
TOTAL 95.00
Rcpt # 53217
Blk # 3458
01:56 PM

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Jan 13, 2010

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MONTGOMERY COUNTY (Land Records) LER 38645, p. 0296, MSA_CE63_38602. Date available 01/20/2010. Printed 10/06/2015.

2. Except as modified by this Amendment, all the terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

3. If any term, covenant, or condition of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Amendment or the application of such term, covenant or condition to any other person or circumstance shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Association has caused this Amendment to be signed pursuant to due and proper authority as of the date first set forth above.

COUNCIL OF UNIT OWNERS OF
KENWOOD PLACE CONDOMINIUM
an unincorporated association created pursuant to
Section 11-109(d) of the Maryland Condominium Act

By: _____ [SEAL]
Harold L. Jewel, President

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Harold L. Jewel, as President of the COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the association.

GIVEN under my hand and seal on January 6, 2010.

_____ [SEAL]
Notary Public

My commission expires: _____

RHONDA MASON
Notary Public
State of Maryland
Montgomery County
My commission exp. 6/2/2013

Case 2025-016-CE1 compiled 11/6/2025 1:36 PM

38645 297

CERTIFICATION OF SECRETARY
TO SECOND AMENDMENT TO DECLARATION AND MASTER LEASE
FOR KENWOOD PLACE CONDOMINIUM

I, Moana Erickson, as the duly elected Secretary of the Council of Unit Owners of Kenwood Place Condominium, hereby certify that the Association has complied with the procedures set forth in Section 12 of the Declaration and Master Lease for Kenwood Place Condominium and Section 11-103(c) of the Maryland Condominium Act, and that the written consent and approval of the requisite number of unit owners to this amendment and the prior approval of the mortgagees are evidenced by the President's execution of the attached Amendment and the exhibit recorded herewith.

January 6, 2010

Moana Erickson, Secretary

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Moana Erickson, as Secretary of the COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the association.

GIVEN under my hand and seal on January 6, 2010.

Rhonda Mason [SEAL]
Notary Public

My commission expires: _____

RHONDA MASON
Notary Public
State of Maryland
Montgomery County
My commission exp. 6/2/2013

Case 2025-076, Doc. compiled 11/6/2025 1:36 PM

Exhibit 1
to Second Amendment to
Declaration and Master Lease

SECTION 12

Mortgages

a. Notice to Board of Directors. A unit owner who mortgages the unit shall notify the Board of Directors of the name and address of the Mortgagee and, upon request, shall file a conformed copy of the note and Mortgage with the Board.

b. Notice of Default, Casualty or Condemnation. The Board of Directors when giving notice to any unit owner of a default in paying an assessment for common expenses (which remains uncured for sixty days) or any other default, shall simultaneously send a copy of such notice to the Mortgagee of such unit. The Board of Directors shall also promptly notify each Mortgagee of any casualty giving rise to a possible claim under any insurance purchased under Article 7 of the Bylaws, of all actions taken under Article 8 of the Bylaws and of any taking in condemnation or by eminent domain pursuant to section 11-112 of the Condominium Act and actions of the Unit Owners Association with respect thereto.

c. Notice of Amendment of Condominium Instruments. The Board of Directors shall give notice to all Mortgagees at least seven days prior to the date on which the unit owners, in accordance with the provisions of the Bylaws, materially amend the condominium instruments.

d. Notice of Change in Managing Agent. The Board of Directors shall give notice to all Mortgagees requesting such notice at least thirty days prior to changing the managing agent.

e. Mortgagees' Approvals. Subject to any greater requirements of section 11-103 of the Condominium Act:

(i) Two-Thirds Vote. Unless at least sixty-seven percent of the Mortgagees and at least sixty-seven percent of the unit owners have given their prior written approval, the Unit Owners Association shall not: (1) (except following destruction or condemnation) change any unit's Common Element Interest except as provided in section 11-112 of the Condominium Act; (2) (except following destruction or condemnation) partition, subdivide, abandon, encumber, sell or transfer the common elements of the Condominium (except for the granting of utility easements, etc. pursuant to section 11-109 of the Condominium Act); (3) (except following destruction or condemnation) by act or omission withdraw the submission of the Property to the Condominium Act, except as provided by section 11-123 of the Condominium Act; (4) modify the method of determining and collecting assessments or allocating distributions of casualty insurance proceeds or condemnation awards; or (5) use hazard insurance proceeds for losses to the Condominium for any purpose other than repair, replacement or restoration except as provided in Section 8.04 of the Bylaws.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LER 38645, p. 0298, MSA_CE63_38602. Date available 01/20/2010. Printed 10/06/2015.

Case 2025-876, CE1 Compiled 11/6/2025 1:36 PM

(ii) Majority Vote. Unless at least fifty-one percent of the Mortgagees and at least sixty-seven percent of the unit owners have given their prior written approval, the Association shall not: (1) following destruction or condemnation, change any unit's Common Element Interest except as provided in section 11-112 of the Condominium Act; (2) following destruction or condemnation, by act or omission, withdraw the submission of the Property to the Condominium Act, except as provided by section 11-123 of the Condominium Act; and (3) add or amend any material provision of the condominium instruments which establishes, provides for, governs or regulates any of the following: (a) voting; (b) assessments, assessment liens or subordination of such liens; (c) reserves for maintenance, repair and replacement of the common elements (or units if applicable); (d) insurance or fidelity bonds; (e) rights to use of the common elements; (f) maintenance responsibility; (g) expansion or contraction of the Condominium or conversion of convertible land; (h) boundaries of any unit; (i) the interests in the common elements or limited common elements; (j) convertibility of units into common elements or of common elements into units; (k) leasing of units; (l) imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey the unit; or (m) any provisions which are for the express benefit of Mortgagees.

(iii) Non-Material Amendments. Any addition or amendment to the condominium instruments shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

(iv) Presumptive Approval. If the Unit Owners Association notifies a Mortgagee of additions or amendments and does not receive a written objection within thirty days, then the Unit Owners Association shall be deemed to have received the written consent of such Mortgagee.

f. Other Rights of Mortgagees. All Mortgagees or their representatives shall have the right to attend and to speak at meetings of the Unit Owners Association. All such Mortgagees shall have the right to examine the condominium instruments, rules and regulations and books and records of the Condominium and to require the submission of annual financial reports and other budgetary information.

Case 2025-070, CE1 Compiled 11/02/2025 4:36 PM

Parcel Identification Numbers: See Attached List

Title Insurer: None

Condominium's Mailing Address:
Kenwood Place Condominium
c/o Carlos Cevallos, General Manager
5301 Westbard Circle
Bethesda, Maryland 20816

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

Jeffrey VanGrack, Attorney

After Recordation, Please Return To:

Judith A. Hill, Paralegal
Lerch, Early & Brewer, Chartered
3 Bethesda Metro Center, Suite 460
Bethesda, Maryland 20814
301-986-1300
[File No. 61065.001\JVG]

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LER 38645, p. 0300, MSA_CE63_38602. Date available 01/20/2010. Printed 10/06/2015.

38645 301

Parcel Identification Numbers

Records: 1 - 40 Displaying Page: 1 2 3 4 5 of 5 [>1]

#	APN	Address	Lot	Block
1	07-02086987	5301 WESTBARD CIR 1		
2	07-02086998	5301 WESTBARD CIR 2		
3	07-02087003	5301 WESTBARD CIR 3		
4	07-02087014	5301 WESTBARD CIR 4		
5	07-02087025	5301 WESTBARD CIR 5		
6	07-02087036	5301 WESTBARD CIR 6		
7	07-02088394	5301 WESTBARD CIR 413		
8	07-02088406	5301 WESTBARD CIR 414		
9	07-02088417	5301 WESTBARD CIR 415		
10	07-02088428	5301 WESTBARD CIR 416		
11	07-02088430	5301 WESTBARD CIR 417		
12	07-02088452	5301 WESTBARD CIR 419		
13	07-02088463	5301 WESTBARD CIR 420		
14	07-02088496	5301 WESTBARD CIR 423		
15	07-02088508	5301 WESTBARD CIR 424		
16	07-02088510	5301 WESTBARD CIR 425		
17	07-02088521	5301 WESTBARD CIR 426		
18	07-02088532	5301 WESTBARD CIR 427		
19	07-02088543	5301 WESTBARD CIR 428		
20	07-02088554	5301 WESTBARD CIR 429		
21	07-02088565	5301 WESTBARD CIR 430		
22	07-02088587	5301 WESTBARD CIR 432		
23	07-02088598	5301 WESTBARD CIR 433		
24	07-02088601	5301 WESTBARD CIR 434		
25	07-02088612	5301 WESTBARD CIR 435		
26	07-02088623	5301 WESTBARD CIR 436		
27	07-02088634	5301 WESTBARD CIR 437		
28	07-02088645	5301 WESTBARD CIR 438		
29	07-02088656	5301 WESTBARD CIR 439		
30	07-02088667	5301 WESTBARD CIR 440		
31	07-02088680	5301 WESTBARD CIR 442		
32	07-02088691	5301 WESTBARD CIR 443		
33	07-02088703	5301 WESTBARD CIR 444		
34	07-02087058	5301 WESTBARD CIR 102		
35	07-02087060	5301 WESTBARD CIR 103		
36	07-02087082	5301 WESTBARD CIR 109		
37	07-02087093	5301 WESTBARD CIR 110		
38	07-02087105	5301 WESTBARD CIR 111		
39	07-02087116	5301 WESTBARD CIR 118		
40	07-02087127	5301 WESTBARD CIR 119		

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Parcel Identification Numbers … Continued:

Records: 41 - 80 Displaying Page: [<] 1 2 3 4 5 of 5 [>]

#	APN	Address	Lot	Block
41	07-02087140	5301 WESTBARD CIR 121		
42	07-02087151	5301 WESTBARD CIR 123		
43	07-02087162	5301 WESTBARD CIR 128		
44	07-02087173	5301 WESTBARD CIR 130		
45	07-02087184	5301 WESTBARD CIR 132		
46	07-02087195	5301 WESTBARD CIR 134		
47	07-02087207	5301 WESTBARD CIR 137		
48	07-02087231	5301 WESTBARD CIR 143		
49	07-02087242	5301 WESTBARD CIR 144		
50	07-02087253	5301 WESTBARD CIR 145		
51	07-02087264	5301 WESTBARD CIR 146		
52	07-02087275	5301 WESTBARD CIR 147		
53	07-02087286	5301 WESTBARD CIR 148		
54	07-02087297	5301 WESTBARD CIR 149		
55	07-02087300	5301 WESTBARD CIR 150		
56	07-02087311	5301 WESTBARD CIR 201		
57	07-02087322	5301 WESTBARD CIR 202		
58	07-02087333	5301 WESTBARD CIR 203		
59	07-02087344	5301 WESTBARD CIR 204		
60	07-02087355	5301 WESTBARD CIR 205		
61	07-02087366	5301 WESTBARD CIR 206		
62	07-02087402	5301 WESTBARD CIR 210		
63	07-02087413	5301 WESTBARD CIR 211		
64	07-02087424	5301 WESTBARD CIR 212		
65	07-02087435	5301 WESTBARD CIR 213		
66	07-02087446	5301 WESTBARD CIR 214		
67	07-02087470	5301 WESTBARD CIR 219		
68	07-02087492	5301 WESTBARD CIR 221		
69	07-02087504	5301 WESTBARD CIR 222		
70	07-02087515	5301 WESTBARD CIR 223		
71	07-02087526	5301 WESTBARD CIR 224		
72	07-02087537	5301 WESTBARD CIR 225		
73	07-02087548	5301 WESTBARD CIR 226		
74	07-02087550	5301 WESTBARD CIR 227		
75	07-02087561	5301 WESTBARD CIR 228		
76	07-02087572	5301 WESTBARD CIR 229		
77	07-02087583	5301 WESTBARD CIR 230		
78	07-02088714	5301 WESTBARD CIR 445		
79	07-02087628	5301 WESTBARD CIR 234		
80	07-02087630	5301 WESTBARD CIR 235		

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Document not for resale (Land Records) LER, 38645, p. 0302, MSA_CE68_38602. Date available 01/20/2010. Printed 10/06/2015.

38645 303

Parcel Identification Numbers ... Continued:

Records: 81 - 120 Displaying Page: [<] 1 2 3 4 5 of 5 [>]

#	APN	Address	Lot	Block
81	07-02087652	5301 WESTBARD CIR 237		
82	07-02087663	5301 WESTBARD CIR 238		
83	07-02087674	5301 WESTBARD CIR 239		
84	07-02087685	5301 WESTBARD CIR 240		
85	07-02087696	5301 WESTBARD CIR 241		
86	07-02087708	5301 WESTBARD CIR 242		
87	07-02087710	5301 WESTBARD CIR 243		
88	07-02087721	5301 WESTBARD CIR 244		
89	07-02087732	5301 WESTBARD CIR 245		
90	07-02087743	5301 WESTBARD CIR 246		
91	07-02087754	5301 WESTBARD CIR 247		
92	07-02087765	5301 WESTBARD CIR 248		
93	07-02087776	5301 WESTBARD CIR 249		
94	07-02087787	5301 WESTBARD CIR 250		
95	07-02087798	5301 WESTBARD CIR 301		
96	07-02087801	5301 WESTBARD CIR 302		
97	07-02087812	5301 WESTBARD CIR 303		
98	07-02087834	5301 WESTBARD CIR 305		
99	07-02087845	5301 WESTBARD CIR 306		
100	07-02087856	5301 WESTBARD CIR 307		
101	07-02087867	5301 WESTBARD CIR 308		
102	07-02087878	5301 WESTBARD CIR 309		
103	07-02087880	5301 WESTBARD CIR 310		
104	07-02087903	5301 WESTBARD CIR 312		
105	07-02087914	5301 WESTBARD CIR 313		
106	07-02087925	5301 WESTBARD CIR 314		
107	07-02087936	5301 WESTBARD CIR 317		
108	07-02087947	5301 WESTBARD CIR 318		
109	07-02087958	5301 WESTBARD CIR 319		
110	07-02087960	5301 WESTBARD CIR 320		
111	07-02087971	5301 WESTBARD CIR 321		
112	07-02087982	5301 WESTBARD CIR 322		
113	07-02087993	5301 WESTBARD CIR 323		
114	07-02088007	5301 WESTBARD CIR 324		
115	07-02088018	5301 WESTBARD CIR 325		
116	07-02088020	5301 WESTBARD CIR 326		
117	07-02088031	5301 WESTBARD CIR 327		
118	07-02088053	5301 WESTBARD CIR 329		
119	07-02088064	5301 WESTBARD CIR 330		
120	07-02088075	5301 WESTBARD CIR 331		

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

38645 304

Parcel Identification Numbers ... Continued:

Records: 121 - 160 Displaying Page: [<] 1 2 3 4 5 of 5 [>]

#	APN	Address	Lot	Block
121	07-02088086	5301 WESTBARD CIR 332		
122	07-02088097	5301 WESTBARD CIR 333		
123	07-02088100	5301 WESTBARD CIR 334		
124	07-02088111	5301 WESTBARD CIR 335		
125	07-02088122	5301 WESTBARD CIR 336		
126	07-02088133	5301 WESTBARD CIR 337		
127	07-02088155	5301 WESTBARD CIR 339		
128	07-02088166	5301 WESTBARD CIR 340		
129	07-02088177	5301 WESTBARD CIR 341		
130	07-02088188	5301 WESTBARD CIR 342		
131	07-02088190	5301 WESTBARD CIR 343		
132	07-02088213	5301 WESTBARD CIR 345		
133	07-02088235	5301 WESTBARD CIR 347		
134	07-02088246	5301 WESTBARD CIR 348		
135	07-02088257	5301 WESTBARD CIR 349		
136	07-02088268	5301 WESTBARD CIR 350		
137	07-02088270	5301 WESTBARD CIR 401		
138	07-02088292	5301 WESTBARD CIR 403		
139	07-02088304	5301 WESTBARD CIR 404		
140	07-02088315	5301 WESTBARD CIR 405		
141	07-02088326	5301 WESTBARD CIR 406		
142	07-02088337	5301 WESTBARD CIR 407		
143	07-02088348	5301 WESTBARD CIR 408		
144	07-02088350	5301 WESTBARD CIR 409		
145	07-02088361	5301 WESTBARD CIR 410		
146	07-02088372	5301 WESTBARD CIR 411		
147	07-02087047	5301 WESTBARD CIR 101	101	
148	07-02087071	5301 WESTBARD CIR 107	107	
149	07-02087138	5301 WESTBARD CIR 120	120	
150	07-02087218	5301 WESTBARD CIR 139	139	
151	07-02087220	5301 WESTBARD CIR 142	142	
152	07-02087377	5301 WESTBARD CIR 207	207	
153	07-02087388	5301 WESTBARD CIR 208	208	
154	07-02087390	5301 WESTBARD CIR 209	209	
155	07-02087457	5301 WESTBARD CIR 217	217	
156	07-02087468	5301 WESTBARD CIR 218	218	
157	07-02087481	5301 WESTBARD CIR 220	220	
158	07-02087606	5301 WESTBARD CIR 232	232	
159	07-02087617	5301 WESTBARD CIR 233	233	
160	07-02087641	5301 WESTBARD CIR 236	236	

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0304, MSA_CE63_38602. Date available 01/20/2010. Printed 10/06/2015

Case 2025-076, CE1 Compiled 11/6/2025 1:36 PM

38645 305

Parcel Identification Numbers … Continued:

Records: 161 - 174 Displaying Page: [<] 1 2 3 4 5 of 5

#	APN	Address	Lot	Block
161	07-02087823	5301 WESTBARD CIR 304	304	
162	07-02087891	5301 WESTBARD CIR 311	311	
163	07-02088042	5301 WESTBARD CIR 328	328	
164	07-02088144	5301 WESTBARD CIR 338	338	
165	07-02088202	5301 WESTBARD CIR 344	344	
166	07-02088224	5301 WESTBARD CIR 346	346	
167	07-02088281	5301 WESTBARD CIR 402	402	
168	07-02088383	5301 WESTBARD CIR 412	412	
169	07-02088441	5301 WESTBARD CIR 418	418	
170	07-02088474	5301 WESTBARD CIR 421	421	
171	07-02088485	5301 WESTBARD CIR 422	422	
172	07-02088576	5301 WESTBARD CIR 431	431	
173	07-02088678	5301 WESTBARD CIR 441	441	
174	07-02087594	5301 WESTBARD CIR 231	3	17

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

(2)

38645 295

SECOND AMENDMENT TO DECLARATION AND MASTER LEASE FOR KENWOOD PLACE CONDOMINIUM

THIS AMENDMENT TO DECLARATION AND MASTER LEASE is made as of April 27, 2005 by the COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM, an unincorporated association created pursuant to Section 11-109(d) of the Maryland Condominium Act ("Association").

RECITALS:

R-1. A Declaration and Master Lease Agreement dated May 6, 1981 and recorded May 8, 1981 in Liber 5696 at Folio 663 among the land records of Montgomery County, Maryland (as amended, the "Declaration") established a plan for condominium ownership for certain leasehold premises and the improvements thereon located at 5301 Westbard Circle, Bethesda, Maryland, to be known as the Kenwood Place Condominium (the "Condominium").

R-2. Pursuant to Section 12 of the Declaration, amendments to the Declaration require "the approval of all mortgagees holding mortgages on one or more units in the Condominium."

R-3. Due to the frequent sale of servicing and mortgage loans in the secondary mortgage market it has become very difficult, if not practically impossible, to determine with certainty who the current mortgagee of each unit may be and to locate and obtain an approval or disapproval from such mortgagee.

R-4. To facilitate making necessary amendments to the Declaration, the unit owners of the Condominium wish to amend the Declaration to delete the requirement for such mortgagee approval and to substitute a more modern approach which requires mortgagee approval only for material and extraordinary amendments which affect the rights of mortgagees and to enhance the rights of mortgagees by providing other mortgagee protections not now contained in the Declaration.

R-5. Section 12 of the Declaration and Section 11-103(c) of the Maryland Condominium Act (the "Act") provides that the Declaration may be amended with the written consent of 80% of the unit owners and with the approval of all mortgagees holding mortgages on one or more units in the Condominium.

R-6. The Association has obtained the requisite consent and approval, as evidenced by the Certification of Secretary attached hereto.

AMENDMENT:

Pursuant to and in compliance with Section 12 of the Declaration and Section 11-103(c) of the Act, the Association hereby amends the Declaration as follows:

1. Section 12 of the Declaration is hereby deleted in its entirety and the revised Section 12 set forth on Exhibit 1 attached hereto is hereby substituted in lieu thereof.

2000 JAN 13 P 1:58

INF PD SURE 20.00
RECORDING FEE 75.00
TOTAL 95.00
Rcpt # 53217
Blk # 3450
LEK KAD
Jan 13, 2010 01:56 PM

PLEASE RETURN TO:
Lerch, Early & Brewer Chartered
3 Bethesda Metro, Suite 460
Bethesda, MD 20814-5367
Attn: Judith A. Hill, Paralegal

FRXLIB-343620.2-EFSHARPE-966781-70001 1/6/10 6:08 PM

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0295, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

Case 2025-076, CE1, comp. 11/6/2025 1:36 PM

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0296, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

2. Except as modified by this Amendment, all the terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

3. If any term, covenant, or condition of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Amendment or the application of such term, covenant or condition to any other person or circumstance shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Association has caused this Amendment to be signed pursuant to due and proper authority as of the date first set forth above.

COUNCIL OF UNIT OWNERS OF
KENWOOD PLACE CONDOMINIUM
an unincorporated association created pursuant to
Section 11-109(d) of the Maryland Condominium Act

By: _____ [SEAL]
Harold L. Jewel, President

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Harold L. Jewel, as President of the COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the association.

GIVEN under my hand and seal on January 6, 2010.

_____ [SEAL]
Notary Public

My commission expires: _____

RHONDA MASON
Notary Public
State of Maryland
Montgomery County
My commission exp. 6/2/2013

Case 2025-0765-CE1 compiled 11/6/2025 1:36 PM

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0297, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

Case 2025-076, CE1 compiled 1/6/2025 1:36 PM

CERTIFICATION OF SECRETARY
TO SECOND AMENDMENT TO DECLARATION AND MASTER LEASE
FOR KENWOOD PLACE CONDOMINIUM

I, Moana Erickson, as the duly elected Secretary of the Council of Unit Owners of Kenwood Place Condominium, hereby certify that the Association has complied with the procedures set forth in Section 12 of the Declaration and Master Lease for Kenwood Place Condominium and Section 11-103(c) of the Maryland Condominium Act, and that the written consent and approval of the requisite number of unit owners to this amendment and the prior approval of the mortgagees are evidenced by the President's execution of the attached Amendment and the exhibit recorded herewith.

January 6, 2010

Moana Erickson, Secretary

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Moana Erickson, as Secretary of the COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the association.

GIVEN under my hand and seal on January 6, 2010.

Rhonda Mason [SEAL]
Notary Public

My commission expires: _____

RHONDA MASON
Notary Public
State of Maryland
Montgomery County
My commission exp. 6/2/2013

Exhibit 1
to Second Amendment to
Declaration and Master Lease

SECTION 12

Mortgages

a. Notice to Board of Directors. A unit owner who mortgages the unit shall notify the Board of Directors of the name and address of the Mortgagee and, upon request, shall file a conformed copy of the note and Mortgage with the Board.

b. Notice of Default, Casualty or Condemnation. The Board of Directors when giving notice to any unit owner of a default in paying an assessment for common expenses (which remains uncured for sixty days) or any other default, shall simultaneously send a copy of such notice to the Mortgagee of such unit. The Board of Directors shall also promptly notify each Mortgagee of any casualty giving rise to a possible claim under any insurance purchased under Article 7 of the Bylaws, of all actions taken under Article 8 of the Bylaws and of any taking in condemnation or by eminent domain pursuant to section 11-112 of the Condominium Act and actions of the Unit Owners Association with respect thereto.

c. Notice of Amendment of Condominium Instruments. The Board of Directors shall give notice to all Mortgagees at least seven days prior to the date on which the unit owners, in accordance with the provisions of the Bylaws, materially amend the condominium instruments.

d. Notice of Change in Managing Agent. The Board of Directors shall give notice to all Mortgagees requesting such notice at least thirty days prior to changing the managing agent.

e. Mortgagees' Approvals. Subject to any greater requirements of section 11-103 of the Condominium Act:

(i) Two-Thirds Vote. Unless at least sixty-seven percent of the Mortgagees and at least sixty-seven percent of the unit owners have given their prior written approval, the Unit Owners Association shall not: (1) (except following destruction or condemnation) change any unit's Common Element Interest except as provided in section 11-112 of the Condominium Act; (2) (except following destruction or condemnation) partition, subdivide, abandon, encumber, sell or transfer the common elements of the Condominium (except for the granting of utility easements, etc. pursuant to section 11-109 of the Condominium Act); (3) (except following destruction or condemnation) by act or omission withdraw the submission of the Property to the Condominium Act, except as provided by section 11-123 of the Condominium Act; (4) modify the method of determining and collecting assessments or allocating distributions of casualty insurance proceeds or condemnation awards; or (5) use hazard insurance proceeds for losses to the Condominium for any purpose other than repair, replacement or restoration except as provided in Section 8.04 of the Bylaws.

Case 2025-076, CE1 compiled 1/16/2025 1:56 PM

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0298, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

(ii) Majority Vote. Unless at least fifty-one percent of the Mortgagees and at least sixty-seven percent of the unit owners have given their prior written approval, the Association shall not: (1) following destruction or condemnation, change any unit's Common Element Interest except as provided in section 11-112 of the Condominium Act; (2) following destruction or condemnation, by act or omission, withdraw the submission of the Property to the Condominium Act, except as provided by section 11-123 of the Condominium Act; and (3) add or amend any material provision of the condominium instruments which establishes, provides for, governs or regulates any of the following: (a) voting; (b) assessments, assessment liens or subordination of such liens; (c) reserves for maintenance, repair and replacement of the common elements (or units if applicable); (d) insurance or fidelity bonds; (e) rights to use of the common elements; (f) maintenance responsibility; (g) expansion or contraction of the Condominium or conversion of convertible land; (h) boundaries of any unit; (i) the interests in the common elements or limited common elements; (j) convertibility of units into common elements or of common elements into units; (k) leasing of units; (l) imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey the unit; or (m) any provisions which are for the express benefit of Mortgagees.

(iii) Non-Material Amendments. Any addition or amendment to the condominium instruments shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

(iv) Presumptive Approval. If the Unit Owners Association notifies a Mortgagee of additions or amendments and does not receive a written objection within thirty days, then the Unit Owners Association shall be deemed to have received the written consent of such Mortgagee.

f. Other Rights of Mortgagees. All Mortgagees or their representatives shall have the right to attend and to speak at meetings of the Unit Owners Association. All such Mortgagees shall have the right to examine the condominium instruments, rules and regulations and books and records of the Condominium and to require the submission of annual financial reports and other budgetary information.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0299, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

Case 2025-0176 CE1 compiled 11/6/2025 1:36 PM

38645 300

Parcel Identification Numbers: See Attached List

Title Insurer: None

Condominium's Mailing Address:
Kenwood Place Condominium
c/o Carlos Cevallos, General Manager
5301 Westbard Circle
Bethesda, Maryland 20816

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

Jeffrey VanGrack, Attorney

After Recordation, Please Return To:

Judith A. Hill, Paralegal
Lerch, Early & Brewer, Chartered
3 Bethesda Metro Center, Suite 460
Bethesda, Maryland 20814
301-986-1300
[File No. 61065.001\JVG]

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61065.001

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0300, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

38645 301

Parcel Identification Numbers

Records: 1 - 40 Displaying Page: 1 2 3 4 5 of 5 [>]

#	APN	Address	Lot	Block
1	07-02086987	5301 WESTBARD CIR 1		
2	07-02086998	5301 WESTBARD CIR 2		
3	07-02087003	5301 WESTBARD CIR 3		
4	07-02087014	5301 WESTBARD CIR 4		
5	07-02087025	5301 WESTBARD CIR 5		
6	07-02087036	5301 WESTBARD CIR 6		
7	07-02088394	5301 WESTBARD CIR 413		
8	07-02088406	5301 WESTBARD CIR 414		
9	07-02088417	5301 WESTBARD CIR 415		
10	07-02088428	5301 WESTBARD CIR 416		
11	07-02088430	5301 WESTBARD CIR 417		
12	07-02088452	5301 WESTBARD CIR 419		
13	07-02088463	5301 WESTBARD CIR 420		
14	07-02088496	5301 WESTBARD CIR 423		
15	07-02088508	5301 WESTBARD CIR 424		
16	07-02088510	5301 WESTBARD CIR 425		
17	07-02088521	5301 WESTBARD CIR 426		
18	07-02088532	5301 WESTBARD CIR 427		
19	07-02088543	5301 WESTBARD CIR 428		
20	07-02088554	5301 WESTBARD CIR 429		
21	07-02088565	5301 WESTBARD CIR 430		
22	07-02088587	5301 WESTBARD CIR 432		
23	07-02088598	5301 WESTBARD CIR 433		
24	07-02088601	5301 WESTBARD CIR 434		
25	07-02088612	5301 WESTBARD CIR 435		
26	07-02088623	5301 WESTBARD CIR 436		
27	07-02088634	5301 WESTBARD CIR 437		
28	07-02088645	5301 WESTBARD CIR 438		
29	07-02088656	5301 WESTBARD CIR 439		
30	07-02088667	5301 WESTBARD CIR 440		
31	07-02088680	5301 WESTBARD CIR 442		
32	07-02088691	5301 WESTBARD CIR 443		
33	07-02088703	5301 WESTBARD CIR 444		
34	07-02087058	5301 WESTBARD CIR 102		
35	07-02087060	5301 WESTBARD CIR 103		
36	07-02087082	5301 WESTBARD CIR 109		
37	07-02087093	5301 WESTBARD CIR 110		
38	07-02087105	5301 WESTBARD CIR 111		
39	07-02087116	5301 WESTBARD CIR 118		
40	07-02087127	5301 WESTBARD CIR 119		

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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0301, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

38645 302

Parcel Identification Numbers … Continued:

Records: 41 - 80 Displaying Page: [<] 1 2 3 4 5 of 5 [>]

#	APN	Address	Lot	Block
41	07-02087140	5301 WESTBARD CIR 121		
42	07-02087151	5301 WESTBARD CIR 123		
43	07-02087162	5301 WESTBARD CIR 128		
44	07-02087173	5301 WESTBARD CIR 130		
45	07-02087184	5301 WESTBARD CIR 132		
46	07-02087195	5301 WESTBARD CIR 134		
47	07-02087207	5301 WESTBARD CIR 137		
48	07-02087231	5301 WESTBARD CIR 143		
49	07-02087242	5301 WESTBARD CIR 144		
50	07-02087253	5301 WESTBARD CIR 145		
51	07-02087264	5301 WESTBARD CIR 146		
52	07-02087275	5301 WESTBARD CIR 147		
53	07-02087286	5301 WESTBARD CIR 148		
54	07-02087297	5301 WESTBARD CIR 149		
55	07-02087300	5301 WESTBARD CIR 150		
56	07-02087311	5301 WESTBARD CIR 201		
57	07-02087322	5301 WESTBARD CIR 202		
58	07-02087333	5301 WESTBARD CIR 203		
59	07-02087344	5301 WESTBARD CIR 204		
60	07-02087355	5301 WESTBARD CIR 205		
61	07-02087366	5301 WESTBARD CIR 206		
62	07-02087402	5301 WESTBARD CIR 210		
63	07-02087413	5301 WESTBARD CIR 211		
64	07-02087424	5301 WESTBARD CIR 212		
65	07-02087435	5301 WESTBARD CIR 213		
66	07-02087446	5301 WESTBARD CIR 214		
67	07-02087470	5301 WESTBARD CIR 219		
68	07-02087492	5301 WESTBARD CIR 221		
69	07-02087504	5301 WESTBARD CIR 222		
70	07-02087515	5301 WESTBARD CIR 223		
71	07-02087526	5301 WESTBARD CIR 224		
72	07-02087537	5301 WESTBARD CIR 225		
73	07-02087548	5301 WESTBARD CIR 226		
74	07-02087550	5301 WESTBARD CIR 227		
75	07-02087561	5301 WESTBARD CIR 228		
76	07-02087572	5301 WESTBARD CIR 229		
77	07-02087583	5301 WESTBARD CIR 230		
78	07-02088714	5301 WESTBARD CIR 445		
79	07-02087628	5301 WESTBARD CIR 234		
80	07-02087630	5301 WESTBARD CIR 235		

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61065.001

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0302, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

38645 303

Parcel Identification Numbers … Continued:

Records: 81 - 120 Displaying Page: [<] 1 2 3 4 5 of 5 [>]

#	APN	Address	Lot	Block
81	07-02087652	5301 WESTBARD CIR 237		
82	07-02087663	5301 WESTBARD CIR 238		
83	07-02087674	5301 WESTBARD CIR 239		
84	07-02087685	5301 WESTBARD CIR 240		
85	07-02087696	5301 WESTBARD CIR 241		
86	07-02087708	5301 WESTBARD CIR 242		
87	07-02087710	5301 WESTBARD CIR 243		
88	07-02087721	5301 WESTBARD CIR 244		
89	07-02087732	5301 WESTBARD CIR 245		
90	07-02087743	5301 WESTBARD CIR 246		
91	07-02087754	5301 WESTBARD CIR 247		
92	07-02087765	5301 WESTBARD CIR 248		
93	07-02087776	5301 WESTBARD CIR 249		
94	07-02087787	5301 WESTBARD CIR 250		
95	07-02087798	5301 WESTBARD CIR 301		
96	07-02087801	5301 WESTBARD CIR 302		
97	07-02087812	5301 WESTBARD CIR 303		
98	07-02087834	5301 WESTBARD CIR 305		
99	07-02087845	5301 WESTBARD CIR 306		
100	07-02087856	5301 WESTBARD CIR 307		
101	07-02087867	5301 WESTBARD CIR 308		
102	07-02087878	5301 WESTBARD CIR 309		
103	07-02087880	5301 WESTBARD CIR 310		
104	07-02087903	5301 WESTBARD CIR 312		
105	07-02087914	5301 WESTBARD CIR 313		
106	07-02087925	5301 WESTBARD CIR 314		
107	07-02087936	5301 WESTBARD CIR 317		
108	07-02087947	5301 WESTBARD CIR 318		
109	07-02087958	5301 WESTBARD CIR 319		
110	07-02087960	5301 WESTBARD CIR 320		
111	07-02087971	5301 WESTBARD CIR 321		
112	07-02087982	5301 WESTBARD CIR 322		
113	07-02087993	5301 WESTBARD CIR 323		
114	07-02088007	5301 WESTBARD CIR 324		
115	07-02088018	5301 WESTBARD CIR 325		
116	07-02088020	5301 WESTBARD CIR 326		
117	07-02088031	5301 WESTBARD CIR 327		
118	07-02088053	5301 WESTBARD CIR 329		
119	07-02088064	5301 WESTBARD CIR 330		
120	07-02088075	5301 WESTBARD CIR 331		

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0303, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Parcel Identification Numbers … Continued:

Records: 121 - 160 Displaying Page: [<] 1 2 3 4 5 of 5 [>]

#	APN	Address	Lot	Block
121	07-02088086	5301 WESTBARD CIR 332		
122	07-02088097	5301 WESTBARD CIR 333		
123	07-02088100	5301 WESTBARD CIR 334		
124	07-02088111	5301 WESTBARD CIR 335		
125	07-02088122	5301 WESTBARD CIR 336		
126	07-02088133	5301 WESTBARD CIR 337		
127	07-02088155	5301 WESTBARD CIR 339		
128	07-02088166	5301 WESTBARD CIR 340		
129	07-02088177	5301 WESTBARD CIR 341		
130	07-02088188	5301 WESTBARD CIR 342		
131	07-02088190	5301 WESTBARD CIR 343		
132	07-02088213	5301 WESTBARD CIR 345		
133	07-02088235	5301 WESTBARD CIR 347		
134	07-02088246	5301 WESTBARD CIR 348		
135	07-02088257	5301 WESTBARD CIR 349		
136	07-02088268	5301 WESTBARD CIR 350		
137	07-02088270	5301 WESTBARD CIR 401		
138	07-02088292	5301 WESTBARD CIR 403		
139	07-02088304	5301 WESTBARD CIR 404		
140	07-02088315	5301 WESTBARD CIR 405		
141	07-02088326	5301 WESTBARD CIR 406		
142	07-02088337	5301 WESTBARD CIR 407		
143	07-02088348	5301 WESTBARD CIR 408		
144	07-02088350	5301 WESTBARD CIR 409		
145	07-02088361	5301 WESTBARD CIR 410		
146	07-02088372	5301 WESTBARD CIR 411		
147	07-02087047	5301 WESTBARD CIR 101	101	
148	07-02087071	5301 WESTBARD CIR 107	107	
149	07-02087138	5301 WESTBARD CIR 120	120	
150	07-02087218	5301 WESTBARD CIR 139	139	
151	07-02087220	5301 WESTBARD CIR 142	142	
152	07-02087377	5301 WESTBARD CIR 207	207	
153	07-02087388	5301 WESTBARD CIR 208	208	
154	07-02087390	5301 WESTBARD CIR 209	209	
155	07-02087457	5301 WESTBARD CIR 217	217	
156	07-02087468	5301 WESTBARD CIR 218	218	
157	07-02087481	5301 WESTBARD CIR 220	220	
158	07-02087606	5301 WESTBARD CIR 232	232	
159	07-02087617	5301 WESTBARD CIR 233	233	
160	07-02087641	5301 WESTBARD CIR 236	236	

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0304, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

38645 305

Parcel Identification Numbers … Continued:

Records: 161 - 174 Displaying Page: [<] 1 2 3 4 5 of 5

#	APN	Address	Lot	Block
161	07-02087823	5301 WESTBARD CIR 304	304	
162	07-02087891	5301 WESTBARD CIR 311	311	
163	07-02088042	5301 WESTBARD CIR 328	328	
164	07-02088144	5301 WESTBARD CIR 338	338	
165	07-02088202	5301 WESTBARD CIR 344	344	
166	07-02088224	5301 WESTBARD CIR 346	346	
167	07-02088281	5301 WESTBARD CIR 402	402	
168	07-02088383	5301 WESTBARD CIR 412	412	
169	07-02088441	5301 WESTBARD CIR 418	418	
170	07-02088474	5301 WESTBARD CIR 421	421	
171	07-02088485	5301 WESTBARD CIR 422	422	
172	07-02088576	5301 WESTBARD CIR 431	431	
173	07-02088678	5301 WESTBARD CIR 441	441	
174	07-02087594	5301 WESTBARD CIR 231	3	17

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0305, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

38645 286

(1)

AMENDMENT TO DECLARATION AND MASTER LEASE FOR KENWOOD PLACE CONDOMINIUM

THIS AMENDMENT TO DECLARATION AND MASTER LEASE is made as of April 27, 2005 by the COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM, an unincorporated association created pursuant to Section 11-109(d) of the Maryland Condominium Act ("Association").

RECITALS:

R-1. A Declaration and Master Lease Agreement dated May 6, 1981 and recorded May 8, 1981 in Liber 5696 at Folio 663 among the land records of Montgomery County, Maryland (as amended, the "Declaration") established a plan for condominium ownership for certain leasehold premises and the improvements thereon located at 5301 Westbard Circle, Bethesda, Maryland, to be known as the Kenwood Place Condominium (the "Condominium").

R-2. Pursuant to Section 5.a. of the Declaration, the Common Elements of the Condominium included a leasehold interest in the real property under the Condominium improvements (the "Land") pursuant to a certain Indenture of Lease by and between Laszlo N. Tauber, Trustee for Westwood Joint Venture, as landlord, and Kenwood Place Associates, the Declarant under the Declaration creating the Condominium and successor-in-interest to MGIC Ventures, Inc., as tenant, dated as of August 27, 1973 (as amended, the "Lease").

R-3. In accordance with a duly held vote of the unit owners of the Condominium and Section 33 of the Lease, the Board of Directors, on behalf of the unit owners, exercised its right of first refusal to acquire the landlord's fee simple interest in the Land.

R-4. On April 27, 2005, the unit owners of the Condominium acquired the Land and hereby wish to amend the Declaration to reflect that the Land is incorporated as a Common Element of the Condominium and that the Lease is terminated.

R-5. Section 12 of the Declaration and Section 11-103(c) of the Maryland Condominium Act (the "Act") provides that the Declaration may be amended with the written consent of 80% of the unit owners and with the approval of all mortgagees holding mortgages on one or more units in the Condominium.

R-6. The Association has obtained the requisite consent and approval, as evidenced by the Certification of Secretary attached hereto.

AMENDMENT:

Pursuant to and in compliance with Article 12 of the Declaration and Section 11-103(c) of the Act, the Association hereby amends the Declaration as follows:

2010 JAN 13 P 1:58

RECORDING FEE 20.00
TOTAL 40.00
Rcpt # 53217
Blk # 3449
Jan 13, 2010 01:56 PM

PLEASE RETURN TO:
Lerch, Early & Brewer Chartered
3 Bethesda Metro, Suite 460
Bethesda, MD 20814-5367
Attn: Judith A. Hill, Paralegal

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0286, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

Case 2026-0700-CE1 Filed 11/6/2026 11:36 PM

1. Section 5.a. of the Declaration is hereby amended by deleting subsection (i) in its entirety and substituting in lieu thereof the following language: "(i) the fee simple estate in the Land."

2. The Declaration is hereby further amended by deleting all references to the Lease and leasehold interest and conforming the Declaration to reflect that the unit owners of Kenwood Place Condominium own the Land as a Common Element of the Condominium.

3. Except as modified by this Amendment, all the terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

4. If any term, covenant, or condition of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Amendment or the application of such term, covenant or condition to any other person or circumstance shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Association has caused this Amendment to be signed pursuant to due and proper authority as of the date first set forth above.

COUNCIL OF UNIT OWNERS OF
KENWOOD PLACE CONDOMINIUM
an unincorporated association created pursuant to
Section 11-109(d) of the Maryland Condominium Act

By: Harold L. Jewel [SEAL]
Harold L. Jewel, President

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Harold L. Jewel, as President of the COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the association.

GIVEN under my hand and seal on January 6, 2010.

Rhonda Mason [SEAL]
Notary Public

My commission expires: _____

NOTARY PUBLIC STATE OF MARYLAND
RHONDA MASON
Notary Public
State of Maryland
Montgomery County
My commission exp. 6/2/2013

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0287, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

Case #: 425076, CE1 compiled 11/6/2020 1:36 PM

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0288, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

Case 2025-0760 CE1 compiled 11/6/2025 1:36 PM

CERTIFICATION OF SECRETARY

TO AMENDMENT TO DECLARATION AND MASTER LEASE
FOR KENWOOD PLACE CONDOMINIUM

I, Moana Erickson, as the duly elected Secretary of the Council of Unit Owners of Kenwood Place Condominium, hereby certify that the Association has complied with the procedures set forth in Section 12 of the Declaration and Master Lease for Kenwood Place Condominium and Section 11-103(c) of the Maryland Condominium Act, and that the written consent and approval of the requisite number of unit owners to this amendment and the prior approval of the mortgagees are evidenced by the President's execution of the attached Amendment.

January 6, 2010

Moana Erickson, Secretary

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Moana Erickson, as Secretary of the COUNCIL OF UNIT OWNERS OF KENWOOD PLACE CONDOMINIUM, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the association.

GIVEN under my hand and seal on January 6, 2010.

[SEAL]
Notary Public

My commission expires: _____

NOTARY PUBLIC STATE OF MARYLAND
RHONDA MASON
Notary Public
State of Maryland
Montgomery County
My commission exp. 6/2/2013

38645 289

Parcel Identification Numbers: See Attached List

Title Insurer: None

Condominium's Mailing Address:
Kenwood Place Condominium
c/o Carlos Cevallos, General Manager
5301 Westbard Circle
Bethesda, Maryland 20816

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

Jeffrey VanGrack, Attorney

After Recordation, Please Return To:

Judith A. Hill, Paralegal
Lerch, Early & Brewer, Chartered
3 Bethesda Metro Center, Suite 460
Bethesda, Maryland 20814
301-986-1300
[File No. 61065.001\JVG]

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0289, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

38645 290

Parcel Identification Numbers

Records: 1 - 40 Displaying Page: 1 2 3 4 5 of 5 [>]

#	APN	Address	Lot	Block
1	07-02086987	5301 WESTBARD CIR 1		
2	07-02086998	5301 WESTBARD CIR 2		
3	07-02087003	5301 WESTBARD CIR 3		
4	07-02087014	5301 WESTBARD CIR 4		
5	07-02087025	5301 WESTBARD CIR 5		
6	07-02087036	5301 WESTBARD CIR 6		
7	07-02088394	5301 WESTBARD CIR 413		
8	07-02088406	5301 WESTBARD CIR 414		
9	07-02088417	5301 WESTBARD CIR 415		
10	07-02088428	5301 WESTBARD CIR 416		
11	07-02088430	5301 WESTBARD CIR 417		
12	07-02088452	5301 WESTBARD CIR 419		
13	07-02088463	5301 WESTBARD CIR 420		
14	07-02088496	5301 WESTBARD CIR 423		
15	07-02088508	5301 WESTBARD CIR 424		
16	07-02088510	5301 WESTBARD CIR 425		
17	07-02088521	5301 WESTBARD CIR 426		
18	07-02088532	5301 WESTBARD CIR 427		
19	07-02088543	5301 WESTBARD CIR 428		
20	07-02088554	5301 WESTBARD CIR 429		
21	07-02088565	5301 WESTBARD CIR 430		
22	07-02088587	5301 WESTBARD CIR 432		
23	07-02088598	5301 WESTBARD CIR 433		
24	07-02088601	5301 WESTBARD CIR 434		
25	07-02088612	5301 WESTBARD CIR 435		
26	07-02088623	5301 WESTBARD CIR 436		
27	07-02088634	5301 WESTBARD CIR 437		
28	07-02088645	5301 WESTBARD CIR 438		
29	07-02088656	5301 WESTBARD CIR 439		
30	07-02088667	5301 WESTBARD CIR 440		
31	07-02088680	5301 WESTBARD CIR 442		
32	07-02088691	5301 WESTBARD CIR 443		
33	07-02088703	5301 WESTBARD CIR 444		
34	07-02087058	5301 WESTBARD CIR 102		
35	07-02087060	5301 WESTBARD CIR 103		
36	07-02087082	5301 WESTBARD CIR 109		
37	07-02087093	5301 WESTBARD CIR 110		
38	07-02087105	5301 WESTBARD CIR 111		
39	07-02087116	5301 WESTBARD CIR 118		
40	07-02087127	5301 WESTBARD CIR 119		

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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0290, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

38645 291

Parcel Identification Numbers … Continued:

Records: 41 - 80 Displaying Page: [<] 1 2 3 4 5 of 5 [>]

#	APN	Address	Lot	Block
41	07-02087140	5301 WESTBARD CIR 121		
42	07-02087151	5301 WESTBARD CIR 123		
43	07-02087162	5301 WESTBARD CIR 128		
44	07-02087173	5301 WESTBARD CIR 130		
45	07-02087184	5301 WESTBARD CIR 132		
46	07-02087195	5301 WESTBARD CIR 134		
47	07-02087207	5301 WESTBARD CIR 137		
48	07-02087231	5301 WESTBARD CIR 143		
49	07-02087242	5301 WESTBARD CIR 144		
50	07-02087253	5301 WESTBARD CIR 145		
51	07-02087264	5301 WESTBARD CIR 146		
52	07-02087275	5301 WESTBARD CIR 147		
53	07-02087286	5301 WESTBARD CIR 148		
54	07-02087297	5301 WESTBARD CIR 149		
55	07-02087300	5301 WESTBARD CIR 150		
56	07-02087311	5301 WESTBARD CIR 201		
57	07-02087322	5301 WESTBARD CIR 202		
58	07-02087333	5301 WESTBARD CIR 203		
59	07-02087344	5301 WESTBARD CIR 204		
60	07-02087355	5301 WESTBARD CIR 205		
61	07-02087366	5301 WESTBARD CIR 206		
62	07-02087402	5301 WESTBARD CIR 210		
63	07-02087413	5301 WESTBARD CIR 211		
64	07-02087424	5301 WESTBARD CIR 212		
65	07-02087435	5301 WESTBARD CIR 213		
66	07-02087446	5301 WESTBARD CIR 214		
67	07-02087470	5301 WESTBARD CIR 219		
68	07-02087492	5301 WESTBARD CIR 221		
69	07-02087504	5301 WESTBARD CIR 222		
70	07-02087515	5301 WESTBARD CIR 223		
71	07-02087526	5301 WESTBARD CIR 224		
72	07-02087537	5301 WESTBARD CIR 225		
73	07-02087548	5301 WESTBARD CIR 226		
74	07-02087550	5301 WESTBARD CIR 227		
75	07-02087561	5301 WESTBARD CIR 228		
76	07-02087572	5301 WESTBARD CIR 229		
77	07-02087583	5301 WESTBARD CIR 230		
78	07-02088714	5301 WESTBARD CIR 445		
79	07-02087628	5301 WESTBARD CIR 234		
80	07-02087630	5301 WESTBARD CIR 235		

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 38645, p. 0291, MSA_CE63_38602. Date available 01/20/2010. Printed 12/18/2019.

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Parcel Identification Numbers … Continued:

Records: 81 - 120 Displaying Page: [<] 1 2 3 4 5 of 5 [>]

#	APN	Address	Lot	Block
81	07-02087652	5301 WESTBARD CIR 237		
82	07-02087663	5301 WESTBARD CIR 238		
83	07-02087674	5301 WESTBARD CIR 239		
84	07-02087685	5301 WESTBARD CIR 240		
85	07-02087696	5301 WESTBARD CIR 241		
86	07-02087708	5301 WESTBARD CIR 242		
87	07-02087710	5301 WESTBARD CIR 243		
88	07-02087721	5301 WESTBARD CIR 244		
89	07-02087732	5301 WESTBARD CIR 245		
90	07-02087743	5301 WESTBARD CIR 246		
91	07-02087754	5301 WESTBARD CIR 247		
92	07-02087765	5301 WESTBARD CIR 248		
93	07-02087776	5301 WESTBARD CIR 249		
94	07-02087787	5301 WESTBARD CIR 250		
95	07-02087798	5301 WESTBARD CIR 301		
96	07-02087801	5301 WESTBARD CIR 302		
97	07-02087812	5301 WESTBARD CIR 303		
98	07-02087834	5301 WESTBARD CIR 305		
99	07-02087845	5301 WESTBARD CIR 306		
100	07-02087856	5301 WESTBARD CIR 307		
101	07-02087867	5301 WESTBARD CIR 308		
102	07-02087878	5301 WESTBARD CIR 309		
103	07-02087880	5301 WESTBARD CIR 310		
104	07-02087903	5301 WESTBARD CIR 312		
105	07-02087914	5301 WESTBARD CIR 313		
106	07-02087925	5301 WESTBARD CIR 314		
107	07-02087936	5301 WESTBARD CIR 317		
108	07-02087947	5301 WESTBARD CIR 318		
109	07-02087958	5301 WESTBARD CIR 319		
110	07-02087960	5301 WESTBARD CIR 320		
111	07-02087971	5301 WESTBARD CIR 321		
112	07-02087982	5301 WESTBARD CIR 322		
113	07-02087993	5301 WESTBARD CIR 323		
114	07-02088007	5301 WESTBARD CIR 324		
115	07-02088018	5301 WESTBARD CIR 325		
116	07-02088020	5301 WESTBARD CIR 326		
117	07-02088031	5301 WESTBARD CIR 327		
118	07-02088053	5301 WESTBARD CIR 329		
119	07-02088064	5301 WESTBARD CIR 330		
120	07-02088075	5301 WESTBARD CIR 331		

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Parcel Identification Numbers … Continued:

Records: 121 - 160 Displaying Page: [<] 1 2 3 4 5 of 5 [>]

#	APN	Address	Lot	Block
121	07-02088086	5301 WESTBARD CIR 332		
122	07-02088097	5301 WESTBARD CIR 333		
123	07-02088100	5301 WESTBARD CIR 334		
124	07-02088111	5301 WESTBARD CIR 335		
125	07-02088122	5301 WESTBARD CIR 336		
126	07-02088133	5301 WESTBARD CIR 337		
127	07-02088155	5301 WESTBARD CIR 339		
128	07-02088166	5301 WESTBARD CIR 340		
129	07-02088177	5301 WESTBARD CIR 341		
130	07-02088188	5301 WESTBARD CIR 342		
131	07-02088190	5301 WESTBARD CIR 343		
132	07-02088213	5301 WESTBARD CIR 345		
133	07-02088235	5301 WESTBARD CIR 347		
134	07-02088246	5301 WESTBARD CIR 348		
135	07-02088257	5301 WESTBARD CIR 349		
136	07-02088268	5301 WESTBARD CIR 350		
137	07-02088270	5301 WESTBARD CIR 401		
138	07-02088292	5301 WESTBARD CIR 403		
139	07-02088304	5301 WESTBARD CIR 404		
140	07-02088315	5301 WESTBARD CIR 405		
141	07-02088326	5301 WESTBARD CIR 406		
142	07-02088337	5301 WESTBARD CIR 407		
143	07-02088348	5301 WESTBARD CIR 408		
144	07-02088350	5301 WESTBARD CIR 409		
145	07-02088361	5301 WESTBARD CIR 410		
146	07-02088372	5301 WESTBARD CIR 411		
147	07-02087047	5301 WESTBARD CIR 101	101	
148	07-02087071	5301 WESTBARD CIR 107	107	
149	07-02087138	5301 WESTBARD CIR 120	120	
150	07-02087218	5301 WESTBARD CIR 139	139	
151	07-02087220	5301 WESTBARD CIR 142	142	
152	07-02087377	5301 WESTBARD CIR 207	207	
153	07-02087388	5301 WESTBARD CIR 208	208	
154	07-02087390	5301 WESTBARD CIR 209	209	
155	07-02087457	5301 WESTBARD CIR 217	217	
156	07-02087468	5301 WESTBARD CIR 218	218	
157	07-02087481	5301 WESTBARD CIR 220	220	
158	07-02087606	5301 WESTBARD CIR 232	232	
159	07-02087617	5301 WESTBARD CIR 233	233	
160	07-02087641	5301 WESTBARD CIR 236	236	

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38645 294

Parcel Identification Numbers … Continued:

Records: 161 - 174 Displaying Page: [<] 1 2 3 4 5 of 5

#	APN	Address	Lot	Block
161	07-02087823	5301 WESTBARD CIR 304	304	
162	07-02087891	5301 WESTBARD CIR 311	311	
163	07-02088042	5301 WESTBARD CIR 328	328	
164	07-02088144	5301 WESTBARD CIR 338	338	
165	07-02088202	5301 WESTBARD CIR 344	344	
166	07-02088224	5301 WESTBARD CIR 346	346	
167	07-02088281	5301 WESTBARD CIR 402	402	
168	07-02088383	5301 WESTBARD CIR 412	412	
169	07-02088441	5301 WESTBARD CIR 418	418	
170	07-02088474	5301 WESTBARD CIR 421	421	
171	07-02088485	5301 WESTBARD CIR 422	422	
172	07-02088576	5301 WESTBARD CIR 431	431	
173	07-02088678	5301 WESTBARD CIR 441	441	
174	07-02087594	5301 WESTBARD CIR 231	3	17

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From: Fabayo, Ifeoluwapo "Ife"
To: mark; mary dolbashian; Mary Dolbashian; Mary Dolbashian
Cc: Mark Winston
Subject: RE: Re: Dolbashian 2025-076
Date: Wednesday, July 2, 2025 3:39:00 PM

Mr. Fine,

Thank you for submitting the association's Motion to Dismiss on behalf of Mr. Winston. However, Ms. Dolbashian's case is in abeyance so that she may complete the association's dispute resolution process. Furthermore, the office cannot rule on the motion until the case is presented to a hearing panel, which can only happen after it is presented to the Commission for jurisdiction. At present, the motion will simply be filed.

Regards,

Ifeoluwapo “Ife” Fabayo, Investigator III
Common Ownership Communities, DHCA

Phone/fax (240) 777-3607/3701
email ifeoluwapo.fabayo@montgomerycountymd.gov
web www.montgomerycountymd.gov/dhca
1401 Rockville Pike, 4th Floor • Rockville, MD 20852

For questions about services provided by Montgomery County, or to file a complaint, please contact MC311 at 3-1-1 or (240) 777-0311.

-----Original Message-----
From: mark <mark@jsimanagement.co>
Sent: Wednesday, July 2, 2025 3:02 PM
To: Fabayo, Ifeoluwapo "Ife" <Ifeoluwapo.Fabayo@montgomerycountymd.gov>; mary dolbashian <mary@kenwood-place.com>; Mary Dolbashian <kenwoodplacesmedia@gmail.com>; Mary Dolbashian <hairmary@gmail.com>
Cc: Mark Winston <lmwinston0406@gmail.com>
Subject: Fwd: Re: Dolbashian 2025-076

[EXTERNAL EMAIL]

Dear Ms. Fabayo,

The attached is being sent on behalf of Mark Winston, and will be mailed out to all parties by the close of business today.

Thank you,

Mark Fine

> ---------- Original Message ----------
> From: "L. Mark" <lmwinston0406@gmail.com>
> To: mark <mark@jsimanagement.co>
> Date: 07/02/2025 2:30 PM EDT
> Subject: Re: Dolbashian 2025-076
>
>

Case 2025-076 CE1 compiled 11/6/2025 1:36 PM

> Yes. Please sign my name including on the certificate of service. Thanks.
>
> Mark Winston
>
>
> Sent from my iPhone
>
> > On Jul 2, 2025, at 2:23 PM, mark <mark@jsimanagement.co> wrote:
> >
> >
> > Mark,
> >
> > Are these documents ok to send to the CCOC?
> >
> > Mark
> >
> > Mark Fine,
> > Executive
> > JSI Management, LLC
> > Agent for Kenwood Place Condominium (KPC) P.O. Box 20715 Silver
> > Spring, MD 20914
> > 301.384.1944 (O)
> > 240.216.0753 (C)
> >
> > On site
> > 5301 Westbard Circle
> > Suite 147 (Entrance at building Exit 4) Bethesda, MD 20816
> >
> > Kenwood Office 301.654.4512
> >
> >
> > NOTICE:
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> > <2025-076.pdf>

Thanks

Mark

Mark Fine,
Executive
JSI Management, LLC
Agent for Kenwood Place Condominium (KPC) P.O. Box 20715 Silver Spring, MD 20914
301.384.1944 (O)
240.216.0753 (C)

On site
5301 Westbard Circle
Suite 147 (Entrance at building Exit 4)
Bethesda, MD 20816

Kenwood Office 301.654.4512

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Case 2025-076, CE1 compiled 11/6/2025:1:36 PM

From: Mary Dolbashian
To: Fabayo, Ifeoluwapo "Ife"
Cc: Fahs, Nicolette; Mark Winston
Subject: Fwd: your email of 8/25/25
Date: Friday, August 29, 2025 3:22:10 PM
Attachments: Gmail - Request for documents.pdf
Gmail - your email of 8_25_25.pdf

[EXTERNAL EMAIL]

Dear Ms. Fabayo or Ms. Fahs,

I hope you are well and enjoying your time off.

Please find below a copy of an email I received today from Mark Fine (JSI Management), along with Respondents Candace Otto (Board President), Yonald Chery (Board Treasurer), and their legal counsel, Mark Winston. I respectfully request that this email be included in the official record for Case No. 2025-076 so the panel may consider its tone, legal inaccuracies, and retaliatory nature when ruling on the pending Motion to Dismiss and the related issue of the automatic stay.

The email accuses me of mischaracterizations and makes multiple inflammatory personal attacks, including referring to my filings as a "compendium of half-truths" and "ego-boosting exercises." It misstates Maryland law regarding a Director's right to access association records, contradicting clear language under Md. Real Prop. §11-109(d). The email also contains misleading claims about the disabling of my Board email account and attempts to restrict my communication with management by citing a Code of Ethics provision that has been selectively enforced against me.

I believe this communication is retaliatory and obstructive, and represents a continued attempt to intimidate and discredit me as the Complainant, rather than respond substantively to the legal issues presented in the complaint. It also seeks to undermine the CCOC's process by misusing internal policies to silence a Director acting within her statutory rights.

In light of the seriousness of this matter, I further request that the panel be made aware of the appearance of a conflict of interest—given Mr. Fine's past and current ties to CCOC Chair Terry Anderson, and the repeated presence of both individuals in closed Board meetings concerning this very complaint. These overlapping roles raise fundamental concerns about fairness and impartiality that must be preserved in the record.

I am including a PDF of the email received and the document request I sent to which the Board is referring.

Thank you for your continued assistance.

Warm regards,

Mary Dolbashian

Complainant

Case 2025-076 CE1 complied 11/6/2025 1:36 PM

---------- Forwarded message ---------
From: **mark** <mark@jsimanagement.co>
Date: Fri, Aug 29, 2025 at 2:10 PM
Subject: your email of 8/25/25
To: mary dolbashian <mary@kenwood-place.com>
CC: candace@kenwood-place.com <candace@kenwood-place.com>, Yonald Chery <yonald@kenwood-place.com>, Mark Winston <lmwinston0406@gmail.com>

Dear Ms. Dolbashian,

Thank you for your email. Even the most cursory review of your accumulated ***requests/demands*** would lead any reader of your missives to the inevitable conclusion that your compendium/collection/assemblage of half-truths, untruths, misquotes, mischaracterizations, invalid citations, and non-sequiturs does not deserve the expenditure of significant time by KPC Board Members or Management.
Unlike you, the other Board Members and Management are devoting their time and efforts to the addressing of critical community interests rather than following your lead and engaging in ego-boosting exercises of false claims and resource depleting attempts at personal aggrandizement. Accordingly, your repeated bad faith attempts to divert Board, Management, and KPC community resources from the necessary business of KPC are rejected.
That said, it still seems to be necessary to remind you that all of the information you have *requested/demanded* either has previously been provided to you as a Director, or is readily available to you as a KPC community member through BuildingLink.

With that said, I will address your disinformation email 8/25/2025 of paragraph by paragraph.

In paragraph 1
You state, **"As a Director of the Board, my rights to Association records are not limited to the timelines that apply to unit owners under Md. Real Prop. §11-116. A Director must have immediate and unfettered access to the Association's financials, contracts, and records in order to carry out fiduciary duties under Md. Real Prop. §11-109(d)."**

I previously sent you 11-116 of the Maryland Condominium Act. It appears the statement above was embellished, as it has no reference to Directors.

You also reference 11-109 (d) which again does not have anything to do with **"A Director must have immediate and unfettered access "** to the Association's financials, contracts, and records in order to carry out fiduciary duties under Md. Real Prop. §11-109(d). To enlighten you, I have attached both for your review.

Addressing the 2nd paragraph, you again mischaracterize facts: **"Unfortunately, when you dismantled my Board email accounts in April, all historical correspondence and attachments were lost. As a result, I do not have the records you now claim were previously sent to me. That action has impaired my ability to exercise oversight and fulfill my obligations as a Director."**

No one dismantled your email address, Mary@kenwood-place.com. You deleted your data and then locked yourself out. The account was reactivated when you brought it to our

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attention. I then gave you a temporary password. I suggest you avail yourself of the help aspects of the email platform to recover what you deleted. Nothing that you are currently requesting would inhibit your obligations as a director.

Also, Please be reminded that all financial documents are posted to the BuildingLink platform for the convenience of all owners.

If you wish to contact management or staff of JSI going forward, you are hereby notified to direct your correspondence to our liaison, the BOD President (Candace Otto).

Please be reminded that communications with management are privileged and should not be posted in any public forum per the Code of Ethics.

No reply is expected or needed.

Thank you

Mark Fine
Executive/Partner
JSI Management, LLC
Candace Otto
President, Board of Directors
Kenwood Place Condominium Association
JSI Management, LLC
Agent for Kenwood Place Condominium (KPC)
P.O. Box 20715
Silver Spring, MD 20914
301.384.1944 (O)
240.216.0753 (C)
On site
5301 Westbard Circle
Suite 147 (Entrance at building Exit 4)
Bethesda, MD 20816
Kenwood Office 301.654.4512
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From:	Mary Dolbashian
To:	Fabayo, Ifeoluwapo "Ife"
Cc:	Mark Winston; Fahs, Nicolette
Subject:	Fwd: latest motions filed by complainant in 2025-075 CONFIDENTIAL NOT TO BE DISCUSSED OUTSIDE IF THIS EMAIL THREAD
Date:	Friday, August 29, 2025 4:53:05 PM
Attachments:	Case# 2025-076 Respondent Motion for Relief from Stay (2025-076).pdf Case# 2025-076 Complainant"s Supplemental Opposition to Motion to Dismiss and Lift Stay.pdf Case# 2025-076 Complainant"s Opposition to Motion to Lift Stay(1).pdf Case# 2025-076 Complainant"s Amended Opposition to Respondent"s Motion to Dismiss.pdf 2025-076 request for lift stay.pdf Respondent Motion from Relief from Stay 2025-076.pdf

[EXTERNAL EMAIL]

Hi Ms. Fabayo,

I hope you're doing well. I'm forwarding another email I received from Mark Fine today. Even though he claims he didn't copy me on it, he clearly did — and I think it's important that the panel sees this.

He falsely says the respondents weren't notified about my filings with the CCOC, but that's just not true. The Association attorney Mark Winston has received everything directly. I believe this kind of misstatement is meant to discredit me, and it follows the same pattern we've seen before.

Also worth noting: the email went to a quorum of the board members, including (Candace Otto and Yonald Chery), plus Terry Anderson and her daughter Lindsay — both of whom have ties to JSI Management. That feels inappropriate during a pending case, especially with Terry Anderson's involvement at the CCOC. It also raises questions about whether this qualifies as a meeting.

Please also include this email in the official record for Case No. 2025-076 so the panel can review the content and recipients while considering the motion to dismiss and whether to lift the stay.

Thanks again for everything you're doing.

Best,

Mary Dolbashian

Complainant

Case 2025-076;CE1 compiled 11/6/2025:1:36 PM

---------- Forwarded message ---------
From: **mark** <mark@jsimanagement.co>
Date: Fri, Aug 29, 2025 at 1:27 PM
Subject: latest motions filed by complainant in 2025-075 CONFIDENTIAL NOT TO BE DISCUSSED OUTSIDE IF THIS EMAIL THREAD
To: candace <candace@kenwood-place.com>, carlos <carlos@kenwood-place.com>, mary dolbashian <mary@kenwood-place.com>, Linda Egerton <linda@kenwood-place.com>, Krassi <krassi@kenwood-place.com>, Linda Norman <lindan@kenwood-place.com>, yonald

<yonald@kenwood-place.com>
CC: terry <terry@jsimanagement.co>, Lindsay Anderson <lindsay@jsimanagement.co>, Mark Winston <lmwinston0406@gmail.com>

Good morning all,
I have purposely not copied director Dolbashian, as she it the complainant who filed these documents with the Office of Common Ownership Communities (OCOC) (Staff). Once again, the respondent (KPC) was not given notice of these filings by the Complainant.
Thanks
Mark
Mark Fine,
Executive/Partner
JSI Management, LLC
Agent for Kenwood Place Condominium (KPC)
P.O. Box 20715
Silver Spring, MD 20914
301.384.1944 (O)
240.216.0753 (C)
On site
5301 Westbard Circle
Suite 147 (Entrance at building Exit 4)
Bethesda, MD 20816
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Notice of Violation of Stay

Case No. 2025-076
Mary Dolbashian v. The Council of Unit Owners of Kenwood Place Condominium
Date: August 31, 2025

Dear Ms. Fabayo:

I submit this **Notice of Violation of the Stay** in Case No. 2025-076, with supporting exhibits attached.

I. Background

On August 29, 2025, Kenwood Place management issued community-wide emails announcing "mandatory in-unit inspections." While one notice described flushing convectors and placing algae tablets (a legitimate maintenance activity), a subsequent notice from Mark Fine expanded inspections to include searches for "unapproved modifications" and "appliances that are not conforming (e.g., washer/dryers)."

On August 29, 2025, Mr. Fine also circulated this directive by email to the **entire Board of Directors, the Building & Infrastructure Committee, and management staff.** This transformed the communication into a de facto Board meeting by email, with a quorum present, and improperly included a committee that has no enforcement authority under the Bylaws. No Board member corrected or repudiated this directive, which amounts to tacit approval.

II. Governing Complaint Issues

As reflected in the CCOC's August 13, 2025 Notice of Complaint, my case involves the following issues:

1. Failure to properly conduct meetings;
2. Improperly conducting the October 2024 election;
3. Failure to properly maintain or repair a common element;
4. Failure to give adequate notice of a meeting or other action;
5. Failure to comply with Article XIII, §2(b) of the Bylaws regarding the reservation of parking spaces.

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The present conduct directly implicates Issues **1, 3, and 4.**

III. Violation of Stay

1. **Issue 1 – Failure to properly conduct meetings**
    - Convector flushing was discussed in an open meeting, but there was never a vote authorizing management to conduct enforcement-driven inspections of units.
    - Mr. Fine's August 29 email to the full Board and committee members constitutes an action without a meeting under the Maryland Condominium Act.
    - The Board's silence amounts to tacit approval of enforcement inspections conducted outside of proper procedures.
2. **Issue 3 – Failure to properly maintain common elements**
    - Mixing legitimate maintenance with unauthorized enforcement undermines the Board's duty to focus on real maintenance needs, including unresolved pipe banging.
    - Expanding inspections beyond maintenance is not repair or preservation of common elements — it is enforcement.
3. **Issue 4 – Failure to give adequate notice**
    - Residents received a notice of enforcement-driven inspections that was never properly authorized at a meeting or voted on.
    - The lack of transparency and corrective action amounts to a failure of notice and process.

Masked Enforcement as Article VI, §6.12:

- The directive attempts to use Article VI, §6.12 (right of entry for maintenance and safety) as a cover for unauthorized enforcement activity.
- By embedding compliance policing (searches for unapproved modifications and appliances) into otherwise legitimate maintenance inspections, the Board and management are masking enforcement as a §6.12 function.

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- Enforcement masked as Article VI, §6.12, bypasses Article XI's due-process protections and creates new enforcement activity during a stay.

- Given the pattern of prior retaliatory actions documented in this case, this expansion of inspections is reasonably viewed as retaliatory in nature as well.

IV-A. Jurisdiction Over Management's Conduct

The Association may argue that management's actions fall outside the Commission's jurisdiction. However, the Board has expressly empowered JSI Management to carry out inspections. In his August 29, 2025 email, Mr. Fine stated: *"The Board has empowered management to conduct these inspections."*

As a matter of law, management acts as the **agent of the Board**, and its actions are legally attributable to the Board. The CCOC has full jurisdiction over the Board's conduct, and therefore over any actions carried out by management at the Board's direction. The Board's failure to correct or repudiate Mr. Fine's directive further demonstrates that management is acting with Board authority.

IV. Ultra Vires and Privacy Violations

- **Ultra Vires:** Even if the Board had voted at an open meeting to authorize compliance inspections, such action would exceed its authority. Article VI, §6.12 permits entry only for maintenance and safety issues affecting other units or common elements. To use inspections as a policing tool would require a **formal bylaw amendment approved by the unit owners**, not a board vote.

- **Privacy:** Entry by management personnel, Board members, or committee members is inappropriate and constitutes a violation of unit owners' privacy and quiet enjoyment. Inspections must be performed only by **neutral, qualified maintenance contractors** addressing legitimate maintenance concerns (convectors, drains, plumbing/electrical).

V. Relief Requested

I respectfully request that the Commission recognize the Board's and management's conduct as a violation of the stay and direct the Association to:

1. Limit inspections strictly to maintenance and safety purposes (convectors/drains).

Case 2024-076; CE1 compiled 11/6/2025 1:36 PM

2. Prohibit inspections from being used to search for unapproved appliances, alterations, or other alleged violations.

3. Confirm that inspections may only be carried out by neutral maintenance professionals, not management staff, Board members, or committee members.

4. Bar the initiation of any new enforcement activity until the stay is lifted and due process requirements are followed.

5. **Cease and Desist from Email Meetings:** The Board should be directed to cease and desist conducting Association business through email communications involving a quorum, as such actions constitute an "action without a meeting" in violation of the Maryland Condominium Act (**Md. Code, Real Prop. §11-109(c)(9)**) and the Kenwood Place Bylaws (Art. III, §§12–14). Unless every Director provides written consent and the action is properly filed in the minutes, any such email discussions or directives are unlawful and void.

VI. Attachments

- **Exhibit A (8/31/25):** Owner's Position Statement on Unit Entry and Enforcement
- **Exhibit B (8/31/25):** Bylaw Excerpts – Art. VI, §6.12 (Right of Entry) and Art. XI (Compliance and Default)
- **Exhibit C (8/31/25):** Statement on Violation of Stay
- **Exhibit D (8/31/25):** Objection to Misinterpretation of Right of Entry (with copies of inspection emails from Lindsay Anderson and Mark Fine attached)

Respectfully submitted,



Mary Dolbashian
Unit Owner & Director
Kenwood Place Condominium

Certificate of Service

I hereby certify that on this 31st day of August, 2025, I served a true and correct copy of the foregoing Notice of Violation of the Stay, together with Exhibits A-D, by electronic mail, addressed to: Mark Winston, Counsel for Respondent, lmwinston0406@gmail.com

Case 2025-0760, CE1 compiled 11/6/2025 1:36 PM

Exhibit Index

Notice of Violation of Stay
Case No. 2025-076
Mary Dolbashian v. The Council of Unit Owners of Kenwood Place Condominium
Date: August 31, 2025

The following documents are submitted in support of my filing regarding violation of the stay in Case No. 2025-076. Together, they demonstrate that the Board of Directors and management have misused Article VI, §6.12 of the Bylaws to conduct enforcement-driven inspections. This conduct is **ultra vires**, violates owners' privacy, and directly implicates Issues 1, 3, and 4 of my pending complaint.

Notice of Violation of Stay (8/31/25)

The primary filing setting forth the facts, governing complaint issues, violation analysis, jurisdictional basis, and relief requested.

Exhibit A

Owner's Position Statement on Unit Entry and Enforcement
Sets forth my cooperation with legitimate maintenance inspections, bars unauthorized compliance sweeps, and prohibits entry by Board or management staff.

Exhibit B

Relevant Bylaw Excerpts – Right of Entry and Enforcement
Provides text of Article VI, §6.12 (Right of Entry) and Article XI (Compliance and Default), with interpretive note clarifying that inspections are limited to maintenance/safety, while enforcement must follow due process.

Exhibit C

Statement on Violation of Stay
Explains how the inspection scheme constitutes new enforcement activity during the stay, demonstrates that the August 29 email to the Board and committee members constituted an unauthorized meeting, and highlights enforcement disguised as Article VI, §6.12.

Case 2025-076, CE1 compiled 11/6/2025, 1:36 PM

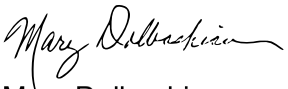
Exhibit D

Objection to Misinterpretation of Right of Entry
Analyzes conflicting inspection notices (Lindsay Anderson vs. Mark Fine), shows how Mark's August 29 email constituted a de facto Board meeting and improper delegation to a committee, and explains why compliance inspections are ultra vires.

Supporting Emails Attached:

- August 29, 2025 email from Lindsay Anderson (maintenance-only inspections).
- August 29, 2025 email from Mark Fine (expansion to enforcement inspections, sent to Board, committee, and staff).

Respectfully submitted,



Mary Dolbashian
Unit Owner & Director
Kenwood Place Condominium

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Exhibit A

Owner's Position Statement on Unit Entry and Enforcement

Date: August 31, 2025

I. Scope of Permitted Entry

I acknowledge that Article VI, Section 6.12 of the Kenwood Place Bylaws grants the Board and Managing Agent a limited right of access to units for the purpose of discharging their powers and responsibilities. This authority is strictly limited to maintenance and safety functions affecting other units or the common elements, including:

- Inspections of convectors and drain pans;
- Repairs to plumbing or electrical systems serving more than one unit; and
- Correction of conditions that directly threaten other units or common elements.

I will cooperate with inspections that are properly limited to these purposes and scheduled in advance at a time reasonably convenient to me.

II. Prohibited Uses of Entry

Entry may not be used as a pretext for compliance policing or enforcement sweeps. Inspections to search for "unapproved modifications" or "non-conforming appliances" are not authorized by Article VI, Section 6.12.

Such enforcement must be handled exclusively under Article XI (Compliance and Default), which requires written notice, due process, and a fair hearing. Any attempt to bypass this process is ultra vires and without effect. To lawfully expand inspection rights into enforcement, the Bylaws would require formal amendment by the unit owners.

III. Conditions on Entry

- Entry must be conducted only by neutral, qualified maintenance professionals performing legitimate maintenance tasks.
- I do not consent to entry by Board members, the property manager, management, management staff, or committee members. Entry by these individuals is inappropriate,

Case 2025-07P, CE1 compiled 11/6/2025 1:36 PM

creates conflicts of interest, and constitutes a violation of privacy and the right to quiet enjoyment.

- Entry must be scheduled in advance, at a time reasonably convenient to me, and limited to the areas necessary to perform convector, drain, or related system checks.

IV. Reservation of Rights

I expressly reserve all rights to challenge any misuse of inspection authority, including:

- Any enforcement actions based on unauthorized entry;
- Any evidence obtained through inspections outside the scope of §6.12; and
- Any conduct that violates the stay currently in effect in Case No. 2025-076.

Respectfully submitted,

Mary Dolbashian
Unit Owner & Director
Kenwood Place Condominium

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Exhibit B

Relevant Bylaw Excerpts – Right of Entry and Enforcement

Date: August 31, 2025

Article VI, Section 6.12 – Right of Access

> "By acceptance of his deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, as provided by Section 11-123(e) of the Condominium Act, to the Board of Directors or the Managing Agent, or any other person authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in his Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Property or to correct any condition which violates any Mortgage; provided however, that requests for entry, except in emergencies, are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not."

Article XI – Compliance and Default

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> “If any Unit Owner shall default in the performance of any of the covenants, conditions, restrictions, rules, or regulations set forth in the Declaration, these Bylaws, or in the rules and regulations of the Council of Unit Owners, the Board of Directors, or the Managing Agent shall give such Unit Owner notice of such default and an opportunity to cure such default, and may thereafter take action as permitted by law, including levying reasonable fines, after notice and hearing, for continued violations.”

Interpretive Note

While Article VI, §6.12 includes the phrase “including without limitation making inspections,” this provision must be read in context. The introductory language limits inspections to purposes tied to the Board’s powers and responsibilities, which are the maintenance, repair, and protection of other units and the common elements. The specific examples — correcting conditions threatening another unit or repairing mechanical/electrical services — confirm that inspections are maintenance and safety functions.

By contrast, Article XI provides the exclusive process for enforcement of rules and restrictions, requiring notice, due process, and hearing rights. If inspections under §6.12 were meant to include compliance policing, Article XI would be redundant. Therefore, inspections under §6.12 cannot lawfully be repurposed as enforcement sweeps. To grant such authority, the Bylaws would require formal amendment by the unit owners.

Respectfully submitted,



Mary Dolbashian
Unit Owner & Director
Kenwood Place Condominium

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Exhibit C

Statement on Violation of Stay
Date: August 31, 2025

I. Background

On August 29, 2025, Kenwood Place management issued notices announcing "mandatory in-unit inspections." One notice from Lindsay Anderson described flushing convectors and placing algae tablets, which is a legitimate maintenance activity. However, a subsequent notice from Mark Fine expanded the inspections to include "unapproved modifications" and "appliances that are not conforming (e.g., washer/dryers)."

On August 29, 2025, Mr. Fine also circulated this directive to the **entire Board of Directors, members of the Building & Infrastructure Committee, and management staff.** Because a quorum of the Board was included, and no director corrected or repudiated the directive, this circulation constituted a de facto Board meeting by email. The inclusion of a committee with no enforcement authority also represents an improper delegation of Board power.

II. Violation of Stay

This conduct creates **new enforcement activity** during a pending stay, directly undermining the Commission's jurisdiction. It implicates multiple issues already before the Commission:

1. **Issue 1 – Failure to properly conduct meetings**
    - The August 29 email constituted an action taken without a meeting under the Maryland Condominium Act.
    - No Board member objected, which constitutes tacit approval of enforcement inspections outside proper procedure.
2. **Issue 3 – Failure to properly maintain common elements**
    - By embedding enforcement into maintenance inspections, the Board has distorted its duty to focus on actual repair obligations, including the unresolved pipe banging.
    - Expanding inspections beyond maintenance is not repair or preservation of common elements — it is enforcement.

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3. **Issue 4 – Failure to give adequate notice**

    - Owners received notice of enforcement-driven inspections that were never properly authorized at a meeting or noticed as Board action.

    - The lack of transparency and corrective action amounts to a failure of notice and process.

Masked Enforcement as Article VI, §6.12:

- The directive uses Article VI, §6.12 (maintenance entry) as a pretext for enforcement inspections.

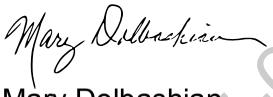
- Enforcement masked as Article VI, §6.12, bypasses Article XI's due-process protections and introduces new enforcement activity during a stay.

- Given the Association's pattern of prior retaliatory actions, this expansion of inspections is reasonably viewed as a retaliatory measure.

III. Conclusion

The August 29 emails demonstrate that the Board and management have attempted to mask enforcement as Article VI, §6.12 maintenance inspections. This conduct is ultra vires, constitutes an action without a meeting, improperly involves a committee, and creates new enforcement activity during the stay.

Respectfully submitted,



Mary Dolbashian
Unit Owner & Director
Kenwood Place Condominium

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Exhibit D

Objection to Misinterpretation of Right of Entry - Email attachments included
Date: August 31, 2025

I. Conflicting Notices

- Lindsay Anderson's notice described maintenance inspections limited to convectors and drain pans.
- Mark Fine's August 29, 2025 notice expanded inspections to include unapproved modifications and appliances, circulated to the **entire Board of Directors, management staff, and Building & Infrastructure Committee members.**

This circulation transformed the directive into an **unauthorized email meeting of the Board, with committee members improperly included in the** deliberations.

II. Bylaw Authority

- **Article VI, §6.12** permits access for maintenance and safety only — e.g., correcting conditions threatening another unit or repairing mechanical/electrical systems serving the building.
- **Article XI** governs enforcement of rules, requiring notice, due process, and hearing.

No bylaw grants the Board or its committees authority to conduct compliance sweeps.

III. Ultra Vires Conduct and Unauthorized Meeting

Authorizing inspections to search for unapproved modifications or appliances is **ultra vires** — beyond the Board's powers under the governing documents. Such authority would require a **formal bylaw amendment approved by the unit owners**, not a Board resolution or management directive.

Additionally, by circulating this directive to all Board members and the Building & Infrastructure Committee, the Board conducted a de facto meeting by email, in violation of the Maryland Condominium Act's requirements for open meetings and notice. The Board's failure to correct or repudiate Mr. Fine's directive constitutes tacit approval and delegation of enforcement powers to a committee, which is not permitted.

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IV. Misuse of Authority

By directing management and committee members to engage in enforcement inspections, the Board is:

1. Bypassing Article XI's due-process protections;
2. Exceeding the scope of §6.12 (maintenance access only);
3. Improperly conducting a meeting outside of required procedures; and
4. Creating enforcement activity during a pending stay, in violation of CCOC procedure.

V. Conditions on Entry

- I will permit inspections strictly for convectors, drain pans, and related systems that could affect other units or common elements.
- Entry must be by **neutral, qualified maintenance contractors**, not Board members, management staff, or committee members.
- Compliance policing is not permitted and will be challenged as unauthorized.

VI. Supporting Emails

The following emails are attached in support of Exhibit D and the Notice of Violation of Stay:

1. **Email from Lindsay Anderson – August 29, 2025**
    - Sent to all unit owners.
    - Describes maintenance-only inspections (convectors and algae tablets).
    - Properly framed as routine maintenance.
2. **Email from Mark Fine – August 29, 2025 (5:06 PM)**
    - Sent to the **entire Board of Directors, Building & Infrastructure Committee members, and management staff.**

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- Expands inspections to include "unapproved modifications" and "non-conforming appliances (e.g., washer/dryers)."
- Because a quorum of the Board was included, and no director corrected or objected, this email constitutes an **action without a meeting** under the Maryland Condominium Act.
- Improperly includes a committee with no enforcement authority, suggesting unlawful delegation.
- Represents **enforcement masked as Article VI, §6.12** maintenance access.

Relevance to Case No. 2025-076:

- **Issue 1 – Failure to Properly Conduct Meetings: The August 29 email chain constitutes** a Board meeting by email, without proper notice.
- **Issue 3 – Failure to properly maintain common elements:** Mixing enforcement with maintenance undermines the Board's maintenance duties.
- **Issue 4 –** Failure to Provide Adequate Notice: Residents were informed that enforcement inspections would occur without a Board vote or prior notice.
- **Violation of Stay:** These emails demonstrate new enforcement activity during the stay, under the guise of maintenance.

Respectfully submitted,

Mary Dolbashian
Unit Owner & Director
Kenwood Place Condominium

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Gmail **Mary Dolbashian <kenwoodplacesmedia@gmail.com>**

In-Unit Inspection Advisement @ KPC

Kenwood Place Condominium <notify@buildinglink.com> Fri, Aug 29, 2025 at 10:53 AM

Reply-To: Kenwood Place Condominium <Lindsay@jsimanagement.co>
To: Mary Dolbashian <kenwoodplacesmedia@gmail.com>

Dear Residents and Owners of KPC,

As part of our continued commitment to ensuring the structural integrity, safety, and operational efficiency of our building, **mandatory in-unit inspections** will begin on **Tuesday, September 2, 2025**, and will take place between **11:00 AM and 2:00 PM EST**. We will begin on the (4th) fourth floor.

These inspections will be carried out by our on-site management team, **JSI Management, LLC.** In tandem, with the inspections, **maintenance will be flushing the in-unit convectors** and **administering algae-dissolving tablets**—both proactive maintenance steps to ensure the optimal performance of critical building systems, including boilers, chillers, drains, and piping.

Inspection Overview:

Start Date: Tuesday, September 2, 2025

Inspection Window: 11:00 AM – 2:00 PM EST

Inspection Order: Starting on the **4th Floor** and moving downward

Estimated Completion: End of September (subject to smooth access and scheduling)

We kindly ask for your cooperation in ensuring unit access during the designated timeframes. A detailed schedule with your specific inspection date will be provided in advance.

Thank you for your continued support in maintaining the quality and functionality of our community.

With profound appreciation,

Lindsay

Lindsay Anderson,
Office Manager
JSI Management, LLC
Agent for Kenwood Place Condominium (KPC)
P.O. Box 20715
Silver Spring, MD 20914

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301.384.1944 (O)
240.216.0753 (C)

On site
5301 Westbard Circle
Suite 147 (Entrance at building Exit 4)
Bethesda, MD 20816

Kenwood Office 301.654.4512

NOTICE:
This message is intended only for the named addressee(s) and may contain confidential and/or privileged information. If you are not the named addressee you should not disseminate, copy, take any action or place any reliance on this message. If you have received this message in error, please notify the sender by return e-mail and delete the message and any attachments accompanying it immediately.

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Gmail **Mary Dolbashian <kenwoodplacesmedia@gmail.com>**

Re: In-Unit Inspection @ KPC

1 message

mark <mark@jsimanagement.co> Fri, Aug 29, 2025 at 5:06 PM
To: candace <candace@kenwood-place.com>, carlos <carlos@kenwood-place.com>, mary dolbashian <mary@kenwood-place.com>, Linda Egerton <linda@kenwood-place.com>, Krassi <krassi@kenwood-place.com>, Linda Norman <lindan@kenwood-place.com>, yonald <yonald@kenwood-place.com>
Cc: "drtracy66@gmail.com" <drtracy66@gmail.com>, dino <maintenancekpc@gmail.com>, "franklin.baquedano@icloud.com" <franklin.baquedano@icloud.com>, ROBERTO LOPEZ DE LOS SANTOS <ROBERTLOPEZ131417@gmail.com>, javier <javier@jsimanagement.co>

Good Afternoon All,

We apparently have someone or people spreading disinformation regarding inspections. As most of you are aware, we have been discussing unit inspections for at least a month or two at Board meetings. We need to inspect units for water leaks, clean out ("blow out") convector lines that could possibly be clogged, place algaecide tablets in the drain pan. In addition, we will be inspecting for unapproved modifications and also what appliances are in units that are not conforming. (EG: washer/dryers, etc.) We have already given the building notice of the inspection, and in addition, we will make sure everyone is notified in advance of the inspection (of their unit). Our plan is to do 4-6 inspections per day, starting on the 4th floor. They will be scheduled at specific times.

As per the Condominium Declaration, Management had the right and authority to do so. Please see the appropriate sections of the Declaration below:

Section 6, part 6,10. (of The Declaration) Right of Access, By acceptance of his deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, as provided by Section II-123(e) of the Condominium Act, to the Board of Directors **or the Managing Agent,** or any other person authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in his Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Property or to correct any condition which violates any Mortgage; provided however, that requests for entry, except in emergencies, are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, **such right of entry shall be immediate, whether the Unit Owner is present at the time or not.**

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Section 11 (e) (iii) Each present and future Unit owner and, if applicable, tenants of **each Unit Owner, shall grant a right of access to his Unit to the Managing Agent,** if any, employed by the council of Unit Owners, or any other person authorized by the Board of Directors **for the purpose of making inspections of the plumbing problems in any Unit which might affect that Unit, any other Unit or any Common Elements serving the Building. In case of emergency, such entry shall be immediate whether the Unit owner or tenant is present or not, and the management agent or the person so authorized may permit employees of the Commission to enter the premises for the purpose of making corrections in order to protect the Commission's water and sewer system.**

The Board has empowered management to conduct there inspections, and we wish to do so to avoid any issues, water damage, etc.. Please refer all inquiries to the management office.

Thank you and have a good weekend.

Mark

Mark Fine,
Executive/Partner
JSI Management, LLC
Agent for Kenwood Place Condominium (KPC)
P.O. Box 20715
Silver Spring, MD 20914
301.384.1944 (O)
240.216.0753 (C)

On site
5301 Westbard Circle
Suite 147 (Entrance at building Exit 4)
Bethesda, MD 20816

Kenwood Office 301.654.4512

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From: Mary
To: Fabayo, Ifeoluwapo "Ife"
Cc: Fahs, Nicolette; Mark Winston
Subject: Notice of Violation of Stay 9/7/2025
Date: Sunday, September 7, 2025 11:50:46 PM
Attachments: Webinar-Defamation.pdf
Gmail - Request for Closed Board Meeting – CPA Review.pdf
Termination Letter Client # 0185.pdf
Gmail - Important info auditors.pdf

[EXTERNAL EMAIL]

To: Ms. Fabayo
Commission on Common Ownership Communities
Montgomery County, Maryland

Re: Notice of Violation of Stay

Dear Ms. Fabayo,

This is to notify the Commission of another violation of the automatic stay currently in place in this matter.

On **September 7, 2025**, the Association, through management and the Treasurer, circulated a community-wide "Notice of Webinar" scheduled for September 8, 2025. The stated purpose of this session was to:

1. "Correct the record about our finances, audits, etc."
2. "Raise the question with the Kenwood Place Community of whether to seek Ms. Dolbashian's immediate removal from the Board of Directors."

This "webinar" is, in effect, an **Association meeting**, yet:

- It was not duly noticed in accordance with the Bylaws.
- It was not called by a vote of the Board.
- It was scheduled during the pendency of the CCOC stay.

Additional Context: On **September 5, 2025**, I formally requested that the Board schedule a closed meeting with an independent CPA to address the auditor's resignation and the deficiencies identified in our financial records. That request was ignored. Instead, two days later, management and the Treasurer announced a "webinar" to the community, bypassing the Board and misusing the forum to attack me personally.

Moreover, the notice contained multiple **defamatory and retaliatory statements** against me, including allegations of misconduct, misrepresentation, and financial harm to the Association. These statements were published to the entire community solely in response to my disclosure of the auditor's resignation and deficiencies — records that owners are legally entitled to under **Maryland Condominium Act §11-116**.

By convening this improper session and using it as a platform for retaliation, the Board and

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management have acted in violation of the stay and in further violation of their fiduciary duties.

Requested Action:
I respectfully request that the Commission recognize this as another violation of the stay, and take into account the retaliatory nature of this "webinar" and its associated notice in its review of this matter.

Respectfully submitted,
Mary Dolbashian
Complainant

Certificate of Service

I hereby certify that on this 7th day of September 2025, I served a true and correct copy of the foregoing *Notice of Violation of Stay* upon counsel for the Respondent, The Kenwood Place Condominium Council of Unit Owners, by electronic mail.

Mark Winston
Counsel for Respondent

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Gmail

Mary Dolbashian (KPC Board President) <kenwoodplacesmedia@gmail.com>

COMMUNITY ZOOM DISCUSSSION RE BOARD MEMBER EMAIL

Kenwood Place Condominium <notify@buildinglink.com> Sun, Sep 7 at 8:18 PM
Reply-To: Kenwood Place Condominium <mark@jsimanagement.co>
To: Mary Dolbashian <kenwoodplacesmedia@gmail.com>

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NOTICE OF KPC COMMUNITY WEBINAR TOMORROW (SEPT 8, 2025) WITH KPC TREASURER

On Sunday September 7, 2025; Ms. Mary Dolbashian, as a sitting Board member of Kenwood Place Condominiums sent out an email to members of the KPC community conclusively demonstrating: a) material interference with Treasurer's active officer duties, b) violation of Board confidentiality, and c) an alarmist misrepresentation of the state of finances of KPC.

Because of a Board member / resident's on-going disputes with KPC regarding proper conduct of meetings, CCOC has put an automatic stay in place. This has prevented KPC from convening regular Board and Committee meetings for fear of hefty fines for violating the stay. Thus, all meetings - including the August 2025 Board Meeting and September 2025 Financial Committee meetings - were canceled; where finance, budget, and audit issues would normally have been appropriately discussed.

So instead of a meeting, Yonald Chery [KPC Treasurer] will hold a Zoom webinar to address the KPC community tomorrow September 8 @ 7:00pm.

The Zoom link is here: CLICK HERE

As many of you know, since being dismissed for cause (per our By-Laws) from the role of president of KPC's Board, Ms. Dolbashian has embarked on a sustained private and public campaign of disparagement, misrepresentation, and misinformation - frequently using email, social media posts, and other means - to seemingly fault-find and discredit the currently constituted Board and management.

Just since her dismissal, her actions have cost KPC between $30,000 and $40,000 in legal bills, capital project costs and delays, lost management time, and 100's of hours of Board members' personal time. Every hour and dollar spent dealing with the effects of Ms. Dolbashian's actions shifts precious time and attention away from things that need to get done at KPC.

It is the Treasurer's opinion that Ms. Dolbashian's continued membership on the Board will further impede the rest of Board and management from being able to dutifully fulfill its obligations. Ms. Dolbashian's continued violations of Board ethics has created an environment where the Board cannot properly function and jeopardizes the value of the KPC community.

At this webinar tomorrow, the KPC Treasurer will do two things:

1. Correct the record about our finances, audits, etc and continue to be transparent with the

community, and

2. Raise the question with the Kenwood Place Community of whether to seek Ms. Dolbashian's immediate removal from the Board of Directors.

We need a return to normalcy on the Board in order to properly invest our time and attention to doing the work of governing KPC instead of having to manage the fallout of destructive actions by rogue elements.

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Gmail **Mary Dolbashian <kenwoodplacesmedia@gmail.com>**

Request for Closed Board Meeting – CPA Review

Mary Dolbashian <kenwoodplacesmedia@gmail.com> Fri, Sep 5, 2025 at 4:46 PM

To: Linda Norman <lindan@kenwood-place.com>
Cc: linda <linda@kenwood-place.com>

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Dear Board Members,

I am formally calling for the Board of Directors to convene a **closed in-person meeting** on either **September 17th or 18th, 2025** with a qualified independent CPA firm to address the Association's financial reporting and compliance obligations.

As you know, **Goldklang Group CPAs resigned earlier this year** and, in their correspondence, identified serious deficiencies in the Association's records provided by management, including:

- No bank reconciliations,
- Accounts Receivable and Prepaid Assessments not tying to the balance sheet,
- Net income from the income statement not matching the balance sheet, and
- A clearing account showing a balance of **$210,309.70.**

In addition, no audit has been completed since 2022 and no tax returns have been filed since 2022.

Under the Maryland Condominium Act and our Bylaws, each director has a **fiduciary duty** to ensure that audits are completed, financial records are accurate, and tax obligations are fulfilled. Failure to attend or agree to this meeting may expose individual directors to **personal liability** for failing to discharge these duties.

This meeting will be a **Board-only closed session.** Management (JSI and Mr. Fine) will not attend and should not be informed in advance. This is necessary to protect the independence of the Board's review. A qualified independent CPA will be present to advise the Board, not to act on behalf of the Association.

Maryland law and the Bylaws permit emergency closed meetings when required, provided notice is given to the community identifying the closed-meeting provision and the action is reflected in the minutes. If all directors are available, this meeting may be scheduled sooner than September 17th or 18th.

Please confirm your agreement to this request and your availability.

Sincerely,
Mary Dolbashian
Director, Kenwood Place Condominium

In simple terms, what Goldklang found means this:

- The Association's checkbook has not been balanced (**no reconciliations**).
- The list of who owes money and who has prepaid does not match the official books (**owner balances don't add up**).
- The income statement and the balance sheet don't match (**the numbers conflict**).
- There is over **$210,000 sitting in a "clearing account" with no explanation** of where it came from or where it is supposed to go.

Together, this means the Association's financial records cannot be trusted as accurate. Approving budgets or financial decisions without correcting this puts every director at **personal risk** for failing fiduciary duties.

This is extremely serious — if regulators, courts, or the IRS become involved, each director may be held personally responsible for knowingly ignoring these deficiencies. The longer this continues without action, the greater the exposure for every Board member.

---

2 attachments

Gmail - Important info from Goldklang.pdf
323K

Termination Letter Client # 0185.pdf
107K

Case 2025-076; CE1 compiled 11/6/2025 1:36 PM

Goldklang Group CPAs PC

Principals
Howard A. Goldklang, CPA, MBA
Donald E. Harris, CPA
Anne M. Sheehan, CPA
S. Gail Moore, CPA
Jeremy W. Powell, CPA
Renee L. Watson, CPA

1801 Robert Fulton Drive, Suite 200
Reston, VA 20191

Associate Principals
Matthew T. Stiefvater, CPA
Sheila M. Lewis, CPA

Managers
Andrew T. Plaugher, CPA
Michele S. Lizama, CPA
Jennifer L. Murray, CPA
Allison A. Day, CPA

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

March 12, 2025

Board of Directors
Kenwood Place Condominium
c/o JSI Management
13613 Colefair Drive
Silver Spring, MD 20904

Dear Board of Directors:

We appreciate having been given the opportunity to provide audit and tax services to the Association in the past. We most recently were engaged to perform an audit of the Association's financial statements for the year-ended December 31, 2023 and to prepare income tax returns for the same time period. After careful consideration and review of our commitments, we have determined that we will not be able to provide our services to the Association after the completion of the 2023 audit.

The Association's 2023 draft audit was prepared and submitted in draft form on May 30, 2024. Once the Association provides the most recent financial statements of the Association, we will finalize the 2023 audit.

The Association has a deadline for income tax filing coming up on April 15, 2025. The Association may file an extension form to extend the deadline until October 15, 2025.

We recommend the Association engage another CPA firm as soon as possible. Our firm will cooperate as necessary with the successor firm you select. We do not have any original documents belonging to the Association in our possession.

We look forward to helping the Association make a smooth transition with the new CPA firm.

Sincerely,

Hieu Nguyen

Hieu Nguyen
Supervising Senior Auditor

Gmail **Mary Dolbashian <kenwoodplacesmedia@gmail.com>**

Important info

Anne Sheehan [redacted] Wed, Sep 3, 2025 at 11:49 AM

To: Mary Dolbashian <kenwoodplacesmedia@gmail.com>, Hieu Nguyen [redacted]

Hi Mary,

We received financial information from the Association's management company twice but have identified issues with these records.

- There are no bank reconciliations.
- The AR and PP assessment listing does not tie to the balance sheet.
- Net income from the statement of income does not match the balance sheet.
- The clearing account has a balance of $210,309.70

As we previously communicated to the Association, we will not be able to do the audits or tax returns for the Association.

Thank you,

Anne M. Sheehan, CPA

Principal

Goldklang Group CPAs, P.C.

1801 Robert Fulton Drive, Suite 200

Reston, VA 20191

[redacted]

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

September 13, 2025
By Email and Electronic Filing

Montgomery County Commission on Common Ownership Communities
Attn: Ms. Ifeoluwapo "Ife" Fabayo, Investigator III
1401 Rockville Pike, 4th Floor
Rockville, MD 20852

Re: Reply to Respondent's Answer
Case No. 2025-076
Mary Dolbashian v. The Kenwood Place Condominium Council of Unit Owners

Dear Ms. Fabayo and Members of the Commission,

Complainant respectfully submits this Reply to Respondent's Answer.

Respondent's Answer fails to address the actual claims in the **Revised Complaint** submitted on July 28, 2025, which the Commission formally accepted and moved forward after denying Respondent's motion to dismiss. Instead, Respondent relies on arguments directed at my **original** complaint, including references to issues such as my removal as Board President. That issue is **not** included in the Revised Complaint and is therefore outside the scope of this proceeding.

By treating this matter as though it were still the original complaint, Respondent effectively disregards the Panel's prior ruling, which found that my Revised Complaint states valid claims warranting further proceedings. In doing so, the Respondent is not only failing to respond to the **five** claims now before the Commission, but also appears to be challenging the Panel's decision itself—a decision that has already been rendered and is binding in this case.

For clarity, the **Revised Complaint**, as accepted and framed by the Commission, raises the following five issues:

1. **Actions without a meeting** — The Board has conducted deliberations and decisions through email and informal gatherings of a quorum, without proper notice or open session, in violation of *Md. Real Prop. § 11-109(c)(1)*, which requires that "all meetings of the board of directors of the council of unit owners shall be open to all unit owners." Closed meetings are permitted only for narrow purposes such as legal advice or personnel issues under *§ 11-109.1(a)*. By conducting association business via email or informal quorum discussions and then later ratifying predetermined outcomes, the Board acted outside statutory authority. This conduct also undermines fiduciary duties owed under *Md. Corps & Ass'ns § 2-405.1*. See *Black v. Fox Hills North Cmty. Ass'n, Inc.*, 90 Md. App. 75 (1992).

Case 2025-076, CE1 completed 11/6/2025 1:36 PM

2. **Improper closed meetings** — The Board held closed sessions to discuss matters that do not fall within the limited exceptions authorized by *Md. Real Prop. § 11-109.1(a)* (e.g., legal advice, personnel matters, or individual owner violations). All other business must be in open session.

3. **Election proxy tampering** — I submitted sworn statements from five unit owners affirming that they did not vote for candidate Linda Egerton, yet the official proxies show votes in her favor. Evidence indicates that proxies were altered after being deposited in the locked box. Such tampering violates the duty of directors to act in good faith and with ordinary prudence (*Md. Corps & Ass'ns § 2-405.1*). Proxy integrity is fundamental to corporate governance; altering proxies after submission constitutes both a breach of fiduciary duty and an ultra vires act.

4. **Negligent maintenance** — The Board has failed to investigate or resolve persistent pipe-banging issues, despite repeated complaints. This continuing failure constitutes a breach of fiduciary duty under *Md. Corps & Ass'ns § 2-405.1* and violates the obligation under *Md. Real Prop. § 11-108.1(a)* that the council of unit owners is responsible for maintaining common elements. The refusal to authorize a diagnostic inspection—despite public claims that the pipes were repaired—creates foreseeable risk and owner harm.

5. **Unauthorized allocation of parking spaces** — On June 12, 2025, the Board voted to grant 15 common-element parking spaces for the exclusive use of commercial units and management. This action required supermajority approval under *Kenwood Place Bylaws, Art. XIII, § 2(b)* and *Md. Real Prop. § 11-125(f)(1)* ("Unless designated as a limited common element, the council of unit owners may not grant to a unit owner exclusive use of any portion of the common elements without the approval of 66 2/3% of the unit owners."). No such approval was obtained, rendering the decision **ultra vires** and void. See *Black v. Fox Hills North Cmty. Ass'n, Inc.*, 90 Md. App. 75, 82–83 (1992).

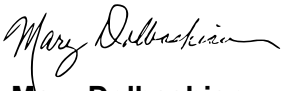
Respondent's Answer does not substantively rebut these claims. Instead, it relies on generalized assertions and extraneous issues that have no bearing on the matters properly before the Commission.

Request

Complainant respectfully requests that the Commission treat Respondent's Answer as **nonresponsive** to the Revised Complaint, **disregard** arguments relating to issues outside the Revised Complaint (including references to my removal as President), and **proceed to mediation** as scheduled.

Case 2025-076, CE1 compiled 1_16_2025 1:36 PM

Respectfully submitted,



Mary Dolbashian
Unit Owner / Director
Kenwood Place Condominium

Certificate of Service

I hereby certify that on **September 13, 2025**, I served a copy of this *Reply to Respondent's Answer* by email to:

Brian R. Fellner, Esq.
Counsel for Respondent
bfellner@flslawyer.com

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Before the Commission on Common Ownership Communities
November 5, 2025

In the Matter of:

Mary Dolbashian
Complainant

vs. CCOC Case No.: 2025-076

Kenwood Place Condominium
Respondent

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SUMMARY OF ALLEGATIONS:

In the Complaint filed on August 12, 2025, Complainant alleges that the Respondent failed to do the following:

1. Properly conduct meetings;
2. Properly conduct the October 2024 election;
3. Properly maintain or repair a common element if the failure results in significant personal injury or property damage;[1]
4. Give adequate notice of a meeting or other action; and
5. Comply with Article XIII, Section 2(b) of the Bylaws when the Respondent voted to reserve 15 parking spaces in the parking lot for the exclusive use of commercial unit owners and tenants.

SUMMARY OF DEFENSES:

In the Response filed on September 12, 2025, Respondent provided a general denial of the allegations and asserted three affirmative defenses.

EXHAUSTION OF ASSOCIATION REMEDIES:

The association provides a procedure for the resolution of disputes. The procedure was followed, and association remedies have been exhausted.

MEDIATION:

Mediation was conducted, but it was unsuccessful.

JURISDICTION:

[1] This cause of action was resolved during mediation.

The Staff believes that the Commission has jurisdiction over this dispute under **Section 10B-8(4)(B)(i)** ("the failure of a governing body, when required by law or an association document, to properly conduct an election"), **Section 10B-8(4)(B)(ii)** ("the failure of a governing body, when required by law or an association document, to give adequate notice of a meeting or other action"), **Section 10B-8(4)(B)(iii)** ("the failure of a governing body, when required by law or association document, to properly conduct a meeting"), and **Section 10B-8(4)(B)(viii)** ("the failure of a governing body, when required by law or an association document, to exercise its discretion in good faith concerning the enforcement of any rule against any person who is subject to that rule"). Therefore, the Staff recommends that the Commission accept jurisdiction of this dispute and refer it to a hearing panel for further proceedings.

HEARING:

Suggested dates for a hearing:

January 21, 26, 28
February 2, 9, 11, 16, 18, 23, 25

Attachments: Complaint and Response

October 16, 2025

Ifẹ Fabayo
Commission Staff

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Common Ownership Communities, DHCA
1401 Rockville Pike, 4th Floor
Rockville, Md. 20852
Att: Ifeoluwapo “Ife” Fabayo, Investigator III

MARY DOLBASHIAN vs. THE KENWOOD PLACE CONDOMINIUM COUNCIL OF UNIT OWNERS

Notice of Stay Violations – Case No. 2025-076

Summary of Stay Violations – Case No. 2025-076

Mary Dolbashian v. Kenwood Place Condominium

- Improper closed meeting – Board decided to send disciplinary hearing notice in a closed session from which I was excluded, with no attorney present, in violation of Kenwood Place Bylaws Article III, Section 12 and Maryland Real Property §11-109.1(c)(1).

- Action without a meeting – Decision is procedurally void and the functional equivalent of an “action without a meeting,” which the stay prohibits.

- Bypassing complaint process – No formal complaint was served; no 30-day written response period was provided, violating Maryland Real Property §11-113.

- Retaliatory intimidation – The Letter contains threats of legal action and sanctions for my speech as a director, and unlawful demands for association records and keys.

- Pattern consistent with original complaint – Mirrors the dispute resolution violations in my pending CCOC case, compounding the misconduct during the stay.

- **Email vote on Indemnity Agreement** – On August 15, 2025, the manager solicited board votes via email on an indemnity agreement and instructed directors not to copy each other “to avoid meeting issues.” This is both an explicit “action without a meeting” in violation of the stay and an ultra vires act, since indemnity agreements must be approved at a duly noticed board meeting.

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Formal Violation Notice

Dear Ms. Fabayo,

I am notifying the Commission of multiple clear violations of the automatic stay in Case No. 2025-076.

Background:

On August 15, 2025, I received the attached letter (Exhibit A) signed solely by the property manager, purporting to order or inform me of a disciplinary hearing. A board member has since told me that the decision to send this letter was made in a closed meeting from which I was excluded, whereby no attorney was present.

Violations of the Stay:

1. Improper Closed Session Equals Unlawful Action – Article III, Section 12 of the Kenwood Place Bylaws provides that all directors are entitled to attend all board meetings, including closed sessions, except when the meeting is to consult with legal counsel regarding litigation against that director. Maryland Real Property §11-109.1(c)(1) is consistent, permitting exclusion only in such circumstances and only when the association's attorney is present. No such conditions existed here. A decision made in such a meeting is procedurally void and the functional equivalent of an "action without a meeting."

2. Stay Prohibition – The stay in this case specifically bars "actions without a meeting" and improper board decision-making processes. The hearing notice was authorized in a meeting that failed to meet legal requirements, without my participation, and with the intent to take adverse action against me during the stay.

3. **Bypassing the Required Complaint Procedure** – No formal complaint has ever been served, and I was never afforded the required 30-day response period before any hearing, as mandated by Maryland Real Property §11-113 and Kenwood Place's Rules and Regulations. The April 2025 letter from association counsel does not satisfy these requirements, was never adopted by board vote, and—even if it had qualified—its timeline has long since expired. The Association's own KPC dispute resolution framework requires strict adherence to notice and response deadlines. Having failed to comply, the letter is null and void and cannot now be used to retroactively justify action against me..

4. Retaliation and Intimidation – The letter contains threats of legal action and sanctions against me for my statements as a director. It demands that I return association documents and keys despite my statutory rights under Maryland law to access and

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

retain records necessary to fulfill my fiduciary duties. These demands and threats are retaliatory, intended to chill my speech, and lack legal authority.

5. Connection to Existing Complaint – This conduct mirrors the violations already alleged in my complaint, including bypassing the Association's own KPC dispute resolution process. As in my original filing, no formal complaint was served, and no 30-day written response period was provided. Proceeding in this manner — especially during the stay — compounds the original violations and underscores the ongoing pattern of improper board action.

6. Conducting Board Votes by Email (Indemnity Agreement) – On August 15, 2025, the property manager circulated an email to the full board soliciting votes on whether to approve and sign an Indemnity Agreement between Kenwood Place Condominium and Regency (Exhibit B). The manager instructed directors to respond directly to him and not to copy other directors, "so we do not have any 'meeting issues.'" This is a direct admission of knowingly bypassing open meeting requirements, constituting an "action without a meeting" in clear violation of the stay. Copies of the email chain are attached as Exhibit C.

Indemnity Agreement (Stay Violation and Ultra Vires Action)

The Board's circulation of an indemnity agreement for execution by email constitutes both a violation of the automatic stay and an ultra vires act. Under Maryland Real Property §11-109 and §11-109.1, as well as Article III, Section 6 of the Kenwood Place Bylaws, contracts such as indemnity agreements require authorization by a duly noticed Board vote at an open meeting. No such meeting occurred, nor was a lawful vote recorded. Authorizing legal counsel to draft or execute such an agreement is a substantive act of governance that cannot be lawfully delegated to email polling, manager instruction, or closed meetings from which I was excluded. Accordingly, any action related to the indemnity agreement is void and represents both a procedural violation of the stay and a substantive breach of the Board's fiduciary duties.

Pattern of Disregard for Dispute Resolution Procedures

The Association's actions are not isolated mistakes but part of a consistent pattern of failing to follow its own KPC dispute resolution procedures as required under Maryland Real Property §11-113 and the Kenwood Place Rules and Regulations. Most recently, when I filed a complaint regarding an *ultra vires* decision by the Board to grant the Treasurer approximately $5,600 for a personal insurance claim that was not an Association obligation, the Board again bypassed the required written response process and failed to provide the mandated opportunity for resolution. This demonstrates a recurring practice of ignoring the procedures designed to protect unit owners' rights, further underscoring why the current stay violation is so serious.

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Requested Action

I request that the Commission immediately:

- **Recognize these actions as violations of the automatic stay;**
- **Direct the Association to rescind the hearing notice and halt any further improper actions;** and
- **Remind the Board that:**
    - They may not take action against me without complying with lawful meeting requirements and due process.
    - No decisions may be made in closed sessions from which I am unlawfully excluded under the bylaws and Maryland Real Property §11-109.1;
    - The automatic stay applies to any action that results from an improperly held meeting or action without a meeting, including email votes; and
    - The Board has consistently failed to follow its own KPC dispute resolution procedures, as required by Maryland Real Property §11-113 and Kenwood Place's Rules & Regulations—including most recently when they ignored the process after I filed a complaint regarding an **ultra vires** decision to grant the Treasurer approximately $5,600 from Association operating funds for a personal insurance claim that was not an Association responsibility.
    - Because indemnity agreements directly impact the Association's liability exposure, they cannot lawfully be approved by email vote or informal action; Maryland Real Property §11-109.1 requires that such contracts be considered and approved only at a duly noticed board meeting.

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Sincerely,



Mary Dolbashian
Director, Kenwood Place Condominium

Certification of Service: I certify that a copy of this email and the attached document concerning Violations of the Automatic Stay (**with Exhibits A–C**) has been served today, August 16, 2025, by email on

Mr. Mark Winston, Legal Counsel and Representative for the Kenwood Place Condominium (lmwinston0406@gmail.com).

Attachments:

- **Exhibit A – August 15, 2025 Disciplinary Hearing Letter**
- **Exhibit B – Indemnity Agreement (dated August 13, 2025)**
- **Exhibit C – Email chain soliciting Board votes (August 15, 2025)**

Case 2025-076, CE1 compiled 11/6/2025:1:36 PM

Kenwood Place Condominium
5301 Westbard Circle
Bethesda, Maryland 20816

August 11, 2025

CONFIDENTIAL

Ms. Mary Dolbashian
5301 Westbard Circle
Unit 137
Bethesda, Maryland 20816

Re: Dispute Resolution Hearing,

Dear Ms. Dolbashian,

This letter is about the "Cease and Desist" letter sent to you in April of this year, email from KPC President and me sent to you in April and subsequent Board of Director (BOD) discussions with you. These writings were done to regain property belonging to Kenwood Place Condominium (KPC) identified in that letter, among other requests.

In an email sent to you on 4/25/2025, (Copy enclosed), you were asked to do the following:

- That you return all Kenwood Place keys in your possession with exception to your personal storage room key, your unit keys and Albia gate and pool keys to management. This would include exit keys, side gate keys, building door keys, front office keys, boiler room, chiller room, etc.
- In addition, you are asked to please cease tasking, directing, or otherwise contacting KPC staff or JSI personnel that would affect the performance of their duties or interfere with JSI Management's ability to run operations.
- Please also deliver all personnel or other KPC files or records (digital or hard copy) in your possession to JSI Management.
- Lastly, please close the email kenwoodplaceosm@gmail.com and close the website with the same name.

In a letter sent to you on May 5, 2025, from Counsel, via UPS, Certified mail and by email (Copy enclosed), you were asked to do the following:

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- that you cease and desist from publishing allegations against KPC, its Managing Agent, JSI Management, LLC ("JSI"}, and its chief executive, Mr. Mark Fine. It should be clear that you do not speak for KPC as it relates to any comments or supposed information pertaining to JSI and/or Mr. Fine, individually. KPC also demands that you cease making accusations or other comments to the effect that any entity or individual has engaged in criminal activity. Such comments constitute defamation per se. Not only are such comments not appropriate and not in the interests of the targets of your comments, but they also subject you to liability personally. Those comments should cease.
- You have argued that you were not properly removed as President by the Board of Directors (the "Board"). That is incorrect. Section 5.03 of the KPC By-laws provides that "...an Officer (including the President} may be removed by ",a majority vote of all members of the Board of Directors," either "...with or without cause...." A motion to remove you as President was duly introduced to the Board in Closed Session. After discussion, and opportunity for you to respond to certain particulars, the Board voted in Closed Session. Subsequently, later that evening at an Open Meeting of the Board, the matter of the vote in Closed Session to remove you as President was brought before the Board, I am informed that appropriate actions were taken by the Board in Open Session. Thus, your removal was properly effectuated. While removed as President, you remain a member of the Board of Directors pursuant to Section 5.03 of the KPC By-laws.
- You have additionally argued that your colleagues have failed to meet their fiduciary obligations to KPC and the Unit Owners (as the Beneficiaries of the Fiduciaries). You have also argued that being a fiduciary yourself, you are both authorized and required to communicate about the decision - making of the Board to the attention of the Unit Owners and the Public. Neither of these arguments are correct or persuasive.

- One of your arguments is particularly relevant to the last of the above - enumerated duties. Again, you have argued that as a fiduciary you are authorized and required to publicly disclose information pertaining to the Board deliberations, in a closed session. You are not authorized or required to do so. Indeed, in doing so not only would you be failing in your fiduciary duties - but also would be violating the Closed Meeting provisions of the Maryland Condominium Act. Section 11-109.1 of the Real Estate Article states that no action may be taken as to a matter nor any discussion not permitted by Subsection 11-109.1 b) be had.

In addition to the above, Counsel reminded you in reference to items 1 thru 6 below (in Counsels letter page 2), sent in an email to you dated April 25, 2025, by Candace Otto, the KPC President, and Mark Fine, the Chief Executive of JSI Management, LLC, the KPC Manager, requesting that: (1) You return to JSI any and all keys and

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other access devices to all KPC closets and property (other than your own residential unit and storage unit); (2) Your access to KPC website(s),(3) KPC security videos, (4) that you give JSI sole and exclusive access to personal information to KPC related email accounts...(5) that you immediately cease and desist making contact, either orally or in writing, with KPC accountants, attorneys, contractors, subcontractors, (6) that you immediately cease and desist having contact or making connection with or through the KPC "Building Link" functions. These requests are repeated, and you are asked to forthwith comply with them.

In addition, Counsels letter asked that you please return immediately control of the email account known as: Kenwoodplaceosm@gmail.comas well as any other "Gmail" related Kenwood Place Condominium accounts to the KPC Manager, including deactivating the two-factor authentication on those Gmail accounts and provide the KPC Manager with the account password's. You should not retain any such passwords or authentication codes yourself.

In addition, Counsels letter asked that you please return immediately and deliver to the KPC Manager any and all management-related files, any bank account token generator, or employee and/or independent contractor records.

In addition, Counsels letter asked that you please cease and desist from making any and all communications of any nature to KPC employees and staff.

In addition, Counsels letter asked that you please remove immediately any and all Facebook postings relating to JSI Management, LLC, and/or Mr. Mark Fine, relating to Mark Fine's alleged fender bender in the KPC parking lot.

In addition, Counsels letter asked that you please remove immediately all Facebook postings relating to statements purportedly made and actions taken in the Closed Session Board Meeting dated April 24, 2025.

Since that time, in addition to not being compliant with the above, you have engaged in making unprofessional and untrue statements about BOD and Management, such as:

1. In the cease-and-desist letter, "KPC also demands that you cease making accusations or other comments to the effect that any entity or individual has engaged in criminal activity." Since then, **you have accused the manager and management co. of misappropriating KPC's funds to KPC's attorney, Mark Winston, esq.**
2. Mark Winston, esq., can also testify that you have continued to contact him after April 25, 2025, email to you requesting that you "immediately cease and desist making contact, either orally or in writing, with KPC accountants, attorneys, contractors, subcontractors."
3. Goldklang can testify that you directly contacted them after the April 25 letter.
4. If a contract exists with Dino Menna, you failed to furnish KPC with that contract as

Case 2025-070, CE1-compiled 11/6/2025 1:36 PM

requested in their April 5 letter requesting your delivery of employee and/or independent contractor records.

5. You have refused to resign as agreed under the terms of the Code of Conduct you signed, not to mention the numerous alleged violations of the Code of Conduct (Copy enclosed) itself.
6. You posted a Facebook comment telling residents to rise up in the hallways in protest.
7. Appears to have falsified documents sent to the State of Maryland regarding an ex-employee without BOD approval or knowledge.
8. Again, you have intervened and violated the code of conduct by allowing KPC related postings on your Facebook account, sending unauthorized emails to residents disparaging management, and allowed false statements about KPF staff to be posted on your Facebook page also in violation of the code of conduct. (Copy enclosed).
9. This morning, we were contacted by one of our vendors, advising us that you interacted with then and attempted to redirect their work. This can not happen and again is a violation of our code of ethics and our agreed upon policy.

Most of which were discussed as recently as the BOD meeting of July 31, 2025. As you have chosen not to address these issues, the BOD will be calling a Dispute Resolution hearing, and if a satisfactory resolution is not reached, KPC has the right to and may seek remedies through the legal system. Based on the above, the BOD will be convening a Dispute Resolution hearing on Thursday, August 29, 2025. This hearing will commence at 5 p.m.

The Board will then deliberate and respond to your concerns in writing within (10) ten business days after the conclusion of the hearing.

Cordially,

Mark S Fine
General Manager KPC
Partner, JSIManagement, LLC.

Enclosure

CC: Board of Directors
Mark Winston, Esq. Counsel for the Association

Case 2025-076, CE1 Complaint 1/6/2025 1:36 PM

April 5, 2025

Ms. Mary Dolbashian
Kenwood Place Condominium
Bethesda, Maryland

RE: Your Communication to Colleagues, KPC Unit Owners and General Public. Request to Cease and Desist and for Other Purposes

PERSONAL AND CONFIDENTIAL

Dear Ms. Dolbashian:

As you know, I represent the Kenwood Place Condominium Association ("KPC"). KPC has instructed me to write to you requesting that you cease and desist from publishing allegations against KPC, its Managing Agent, JSI Management, LLC ("JSI"), and its chief executive, Mr. Mark Fine. It should be clear that you do not speak for KPC as it relates to any comments or supposed information pertaining to JSI and/or Mr. Fine, individually. KPC also demands that you cease making accusations or other comments to the effect that any entity or individual has engaged in criminal activity. Such comments constitute defamation per se. Not only are such comments not appropriate and not in the interests of the targets of your comments, but they also subject you to liability personally. Those comments should cease.

You have argued that you were not properly removed as President by the Board of Directors (the "Board"). That is incorrect. Section 5.03 of the KPC By-laws provides that "...an Officer (including the President) may be removed by ",a majority vote of all members of the Board of Directors," either "...with or without cause...." A motion to remove you as President was duly introduced to the Board in Closed Session. After discussion, and opportunity for you to respond to certain particulars, the Board voted in Closed Session. Subsequently, later that evening at an Open Meeting of the Board, the matter of the vote in Closed Session to remove you as President was brought before the Board, I am informed that appropriate actions were taken by the Board in Open Session. Thus, your removal was properly effectuated. While removed as President, you remain a member of the Board of Directors pursuant to Section 5.03 of the KPC By-laws.

You have additionally argued that your colleagues have failed to meet their fiduciary obligations to KPC and the Unit Owners (as the Beneficiaries of the Fiduciaries). You have also argued that being a fiduciary yourself, you are both authorized and required to communicate about the decision – making of the Board to the attention of the Unit Owners and the Public. Neither of these arguments are correct or persuasive.

Case 2025-CTS-CE-1 Document 1 1/6/2025 1:36 PM

Generally, fiduciary duties include: the duty of undivided loyalty (to the Beneficiaries); the duty of reasonable care and prudence; the duty to disclose material facts that are relevant to the making of decisions (for example, the duties to disclose facts to colleague Board members that would be relevant to Board decisions); and, the duty to protect the confidentiality of information as to which there is an obligation to maintain and protect confidentiality.

One of your arguments is particularly relevant to the last of the above – enumerated duties. Again, you have argued that as a fiduciary you are authorized and required to publicly disclose information pertaining to the Board deliberations, in a closed session. You are not authorized or required to do so. Indeed, in doing so not only would you be failing in your fiduciary duties – but also would be violating the Closed Meeting provisions of the Maryland Condominium Act. Section 11-109.1 of the Real Estate Article states that no action may be taken as to a matter nor any discussion not permitted by Subsection 11-109.1 b) be had. This provision protects against public discussion of what has been discussed in Closed Session. Thus, public dissemination of that information not only violates the statute but also the last fiduciary duty cited above.

In an email to you dated April 25, 2025, Candace Otto, the KPC President, and Mark Fine, the Chief Executive of JSI Management, LLC, the KPC Manager, requested that: (1) You return to JSI any and all keys and other access devices to all KPC closets and property (other than your own residential unit and storage unit); (2) Your access to KPC website(s), (3) KPC security videos, (4) that you give JSI sole and exclusive access to personal information to KPC related email accounts...(5) that you immediately cease and desist making contact, either orally or in writing, with KPC accountants, attorneys, contractors, subcontractors, (6) that you immediately cease and desist having contact or making connection with or through the KPC "Building Link" functions. These requests are repeated, and you are asked to forthwith comply with them.

Please return immediately control of the email account known as: Kenwoodplaceosm@gmail.com as well as any other "Gmail" related Kenwood Place Condominium accounts to the KPC Manager, including deactivating the two-factor authentication on those Gmail accounts and provide the KPC Manager with the account password's. You should not retain any such passwords or authentication codes yourself.

Please return immediately and deliver to the KPC Manager any and all management-related files, any bank account token generator, or employee and/or independent contractor records.

Please cease and desist from making any and all communications of any nature to KPC employees and staff.

Case 2025-0760 CE1 Filed 11/6/2025 4:56 PM

Please remove immediately any and all Facebook postings relating to JSI Management, LLC, and/or Mr. Mark Fine, relating to Mark Fine's alleged fender bender in the KPC parking lot.

Please remove immediately all Facebook postings relating to statements purportedly made and actions taken in the Closed Session Board Meeting dated April 24, 2025.

I am hopeful that the recent and on-going controversy relating to your removal as an officer of KPC can settle down. While I understand that you have a different opinion relating to the judgments of the Board in removing you, having carefully reviewed Governing Documents of KPC, including, specifically, Section 503 of the By-laws, I have concluded that the Board had such removal authority.

You have made extraordinary contributions to KPC over the years – and will be able to make further contributions as a result of constructive service as a member of the Board of Directors in the future.

You have made several arguments and statements in response to contentions presented as aspects of why you were removed as President that requires response on behalf of KPC. First, publishing security videos is problematic. It reveals the scope and quality of the KPC security video system. Publishing this video was not authorized. It does not belong to individual Directors. Rather it belongs to KPC. Publishing the video may violate one or more people's privacy.

Second, you make certain factual allegations against the Manager, especially as to a so-called fender bender that is conclusory in nature and unsupported by established facts. This includes the assertion that such allegations are a "verified fact." They are not.

Third, your response to specific points made that you interfered in management was conclusory. You make a general denial. Your denial is not proof.

Fourth, you have disclosed the substance of matters discussed in Closed Session, in violation of paragraph 11-109.1 of the Maryland Condominium Act.

Finally, your behavior and statements violate the Code of Conduct of KPC, which you agreed to and subsequently signed, in several material respects. These violations subject to you to remedies referenced in the Code of Conduct. These include among other things, requirements to cease making personal attacks on colleagues and potential removal as director.

KPC reserves the right to add to, supplement and modify the foregoing requests and factual and legal positions.

Case 2025-0760, CE1 compiled 11/6/2025 1:06 PM

This letter is personal and confidential.

I appreciate your attention and consideration.

Very truly yours,

L Mark Winston
Attorney for Kenwood Place Condominium

Cc: Members, KPC Board of Directors
Mr. Mark Fine, Executive, JSI Management, LLC

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

mark <mark@jsimanagement.co> 4/25/2025 12:07 PM

KPC things

To Mary Dolbashian <kenwoodplacesmedia@gmail.com> • mary@kenwood-place.com Copy candace@kenwood-place.com • Mark Winston <lmwinston0406@gmail.com> • mark <mark@jsimanagement.co> Blind copy
Lindsay Anderson <lindsay@jsimanagement.co>

April 25, 2025

Dear Mary,

We have been asked to contact you to ask that you return all Kenwood Place keys in your possession with exception to your personal storage room key, your unit keys and Albia gate and pool keys to management. This would include exit keys, side gate keys, building door keys, front office keys, boiler room, chiller room, etc.

In addition, you are asked to please cease tasking, directing, or otherwise contacting KPC staff or JSI personnel that would affect the performance of their duties or interfere with JSI Management's ability to run operations.

Please also deliver all personnel or other KPC files or records (digital or hard copy) in your possession to JSI Management.

Lastly, please close the email kenwoodplaceosm@gmail.com and close the website with the same name.

Thank you in advance for your cooperation

Candace

Mark

NOTICE:
This message is intended only for the named addressee(s) and may contain confidential and/or privileged information. If you are not the named addressee you should not disseminate, copy, take any action or place any reliance on this message. If you have received this message in error, please notify the sender by return e-mail and delete the message and any attachments accompanying it immediately.

Case 2025-076, CE1 compiled 11/6/2025:1:36 PM

mark <mark@jsimanagement.co> 5/5/2025 5:57 PM

CEASE AND DESIST LETTER "Attorney Client Privilege"

To mary@kenwood-place.com • hairmary@gmail.com • Mary Dolbashian <kenwoodplacesmedia@gmail.com>
Copy candace <candace@kenwood-place.com> • carlos <carlos@kenwood-place.com> •
Linda Egerton <linda@kenwood-place.com> • Krassi <krassi@kenwood-place.com> •
Linda Norman <lindan@kenwood-place.com> • yonald <yonald@kenwood-place.com>

Dear Ms. Dolbashian,

Please see the attached document from Mr. Winston, KPC's attorney. This document will also be mailed to you USPO mail, Certified Mail, and UPS Signature required. This document is "Attorney Client Privilege".

Should you have any question, please address them in writing to the Board.

Thank you

Mark

Mark Fine,
Executive
JSI Management, LLC
Agent for Kenwood Place Condominium (KPC)
P.O. Box 20715
Silver Spring, MD 20914
301.384.1944 (O)
240.216.0753 (C)

On site
5301 Westbard Circle
Suite 147 (Entrance at building Exit 4)
Bethesda, MD 20816

Kenwood Office 301.654.4512

NOTICE:
This message is intended only for the named addressee(s) and may contain confidential and/or privileged information. If you are not the named addressee you should not disseminate, copy, take any action or place any reliance on this message. If you have received this message in error, please notify the sender by return e-mail and delete the message and any attachments accompanying it immediately.

- letter to mary d.pdf (2 MB)

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

CODE OF ETHICS AND RULES OF CONDUCT FOR VOLUNTEER BOARD MEMBERS, OFFICERS, AND COMMITTEE MEMBERS

This Code is approved by the Board of Directors (the "Board") of the Council of Unit Owners ("CUO") of the Kenwood Place Condominium ("KPC" or the "Association").

WITNESSETH:

WHEREAS, the Board has the authority to make decisions and exercise the powers of the CUO on behalf of the Association;

WHEREAS, the Board has the authority to elect the officers of KPC, to establish and empower (if at all) committees of the Board ("Committees"), and to approve appointment of the Chair of each Committee and the members thereof ("Members");

NOW, THEREFORE, BE IT RESOLVED THAT the Board of KPC hereby adopts the Code as follows:

1. The Board and Committee will always use their respective reasonable best efforts to make decisions consistent with this Code, and to protect and enhance the safety and property value of the Unit Owners.
2. No gift of any type worth $5.00 or more will be accepted from any resident, contractor, or supplier.
3. No contributions will be made to any political parties or political candidates by the Association.
4. Confidentiality of Directors' and Members' personal lives, all residents' personal lives, as well as employees' personal lives, will be observed by Directors, Officers, and Members. The failure of any Director, Officer, or Member to sign this document will render them disqualified for the positions for which they have been selected.
5. The Board and Members will not interfere with the performance of the duties of the employees or Management agent of KPC, so long as a contract exists with a management company.
6. No promise of anything of value not approved by the Board can be made to any subcontractor, supplier, or contractor during negotiations or following selection.

Case 2025 0176 CE1 compiled 11/6/2025 1:36 PM

7. Consumption of drugs, alcohol, or other controlled substances will not be tolerated during the performance of such duties.

8. Any Director or Member who has been convicted of a felony will voluntarily resign from his/her position, nor shall anyone convicted of a felony be eligible to serve as a Director or Member.

9. In the event that a Director of Member does not resign, Board members will immediately remove any volunteer from such positions as officers or committee positions if said person has been convicted of a felony.

10. Language at Board and Committee meetings will be kept professional and appropriate in tone and substance. Personal attacks against owners, residents, Officers, Members and Directors are prohibited and are not consistent with the best interests of the community.

11. It is understood that differences of opinion will exist. They shall be expressed in a clear, restrained, and business-like fashion.

12. Proper parliamentary procedure shall be observed. The Board and Committees shall timely prepare, maintain, and keep accurate minutes of meetings.

13. A volunteer may not knowingly misrepresent any facts in any forum, nor to the members of the community.

14. No volunteer serving the community may use his/her position to benefit him or herself financially. Any potential conflict of interest must be disclosed to the Board.

15. The Directors and Members will, at the first Board Meeting following the Annual Meeting, raise their hands and agree to abide by and will sign the Code of Ethics and Rules of Conduct, failing which they shall not take office or assume the position.

16. No individual shall use his/her position as a Board or Committee member for private gain.

17. No Director or Member shall:

    a) Solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan, or any other thing of monetary value from a person or firm who is seeking to obtain contractual or other business or financial relations with Kenwood Place Condominium.

    b) Accept a gift or favor made with intent of influencing decision or action on any official matter.

    c) Receive any compensation from the Association or any third party for acting in such capacity.

    d) Engage in any writing, publishing, or speech-making that defames any other member of the Board, Committee member or resident of the community.

Case 2025-016 CE1 Compiled 11/6/2025 1:36 PM

e) Misrepresent facts to the residents of the community for the sole purpose of advancing a personal cause, influence the outcome of an election, or influence the community to place pressure on the Board to advance a Board or Committee member's personal cause.

f) (Nor his/her agent or employee or family member) enter into a personal service contract with the any member of the Council of Unit Owners, or the vendors of Kenwood Place Condominium without previous disclosure of such interest to the Board.

g) Seek to have a contract implemented that has not been duly approved by the Board.

h) Interfere with a contractor implementing a contract. Nor will they engage the contractor in conversations involving their duties on behalf of Kenwood Place Condominium. All communications with contractors will go through Kenwood Place Condominium Management (JSIManagement or current management co) in accordance with policy.

i) Interfere with the system of management established by the Board and the management company.

j) Interfere with the duties of any staff member or contractor working on behalf of KPC.

k) Harass, threaten, or attempt through any means to control or instill fear in a member of the staff or Management.

l) Utilize homeowners' keys in any manner other than as outlined in the Key Policy passed by the Board.

18. Any Director or Member who violates this code of conduct agrees that the Board of Directors may seek injunctive relief against him/her and agrees to pay the attorney fees incurred by the Board in that enforcement effort.

The Directors and Members also agree that the Board shall be relieved of posting bond as a condition to obtaining its injunctive remedy. Nor shall the Board be required to prove that the balance of equities favor the Board in seeking any injunctive relief.

All parties agree that if they are found to have violated any of the provisions of this Code listed above, they will abide by the findings of the Board. Such a finding could include disciplinary action up to and including removal from the Board of Directors or Committee. All parties also agree that they waive the actions of Section 4.5 of Article IV of the Bylaws.

No provision of this Agreement can be rescinded, altered, and/or amended without the affirmative vote of two-thirds of the members of the Board of Directors.

Case 2025 070, CE1 compiled 11/6/2025 1:36 PM

	Board of Directors Signature	Print Name	Date
1.		Kristy Green	6/28
2.	Candace Otto	Candace Otto	6/28/24
3.	Mary Dalbakian	MARY DALBAKIAN	6/28/2024
4.	Donald Cherry	DONALD CHERRY	7/1/2024
5.	Linda Egerton	LINDA EGERTON	7/9/2024
6.		Carlos Gaztambide	7/10/2024
7.		Max WILTON	

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Board of Directors Signature	Print Name	Date
1.		
2.		
3.		
4.		
5.		
6.		
7.	Fadi ashy ← ADOBE Sign	

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

	Committee Member Signature	Print Name	Date
1.		Jane A. Walsh	6/28/24
2.	Magally B. Poposic	Magally B. Poposic	7/11/24
3.	Magdalena Smoot	Magdalena Diaz de Leon	7/11/24
4.	Cathleen Sivna Skinner	Cathleen Sivnn Skinner	7-12-24
5.		James TRACY	7/13/24
6.		Jose Maria Burone	7/13/24
7.	Rade D. Popovic	RADE D. POPOVIC	7/15-24
8.	Joanne Carroccio	Joanne Carroccio	7-15-24
9.	Nikoleta Ilic	NIKOLETA ILIC	7/16/24
10.	Laurie Holland	Laurie Holland	7/16/24
11.	Ngoc Linh Coughlin	Ngoc Linh Coughlin	7/16/24
12.			
13.			

Case 2024-070, CE1 compiled 11/6/2025 1:36 PM

Mary <hairmary@gmail.com> 8/7/2025 3:06 PM

Re: Flooding in Unit 119

To Hilary Kalb <hikalb@hotmail.com> Copy mark@jsimanagement.co • Candace Otto <candaceottocmt@msn.com>

Hi Hilary,

I'm sorry to hear this. Unfortunately, I'm no longer in a position to oversee anything, as I've been removed from all access. It seems the Board had issues with oversight of management.

Mr. Ashy is no longer on the Board, so you may need to reach out directly to Candace Otto and Mark Fine. Mr. Fine has taken over the role of Maintenance Supervisor, and their recent hire appears to have no background in plumbing or general maintenance. I wish you luck on a resolution, I know how frustrating this must be.

Best,

Mary Dolbashian

On Thu, Aug 7, 2025 at 2:52 PM Hilary Kalb <hikalb@hotmail.com> wrote:

> Good afternoon,
>
> Wanted to make sure all were aware of the situation that unfolded last week. My apartment floor flooded, water in both bedrooms and the living room, master bedroom was the worst.
> You may remember that this same thing happened two years ago and two years before that, this now being the third time. The second time all the floors in my unit had to be replaced.
> Last time the plumber made it very clear that the flooding had occurred due to the condensation pipe that runs below my unit becoming backed up/ clogged. Maintenance was recommended to be done at least twice yearly, I'm imagining, with the flooding last week, that this didn't happen. This is not acceptable.
> Javier did come right away to my unit and coordinated clean up, and some maintenance to my convectors, which was great, although the water beneath the floor was not addressed. I was assured that the plumber would be coming onsite as well but have received no updates, despite leaving several messages.
> Please contact me at (917) 921-5908 to provide an update as to what is being done to resolve the problem with the condensation pipe as well as the water beneath my floors.
>
> Looking forward to hearing from you,
> Hilary Kalb
>
> Sent from my iPhone

Case 2025-80760 CE1 compiled 11/6/2025 1:36 PM



Pam Mason

5m ·

Hi everyone,
I am Pam Mason and have owned unit 246 for many decades. I've totally renovated within the past 8 years. I am having an issue with KPC management for the first time. I've received two invoices in the USPS mail with no details but saying I owe KPC over 200$ for a clogged toilet in October 2024.

This is wrong. I did not have a clogged toilet. Has anyone else had this issue with management?

I've copied Candace, our board president. But have not heard from her.

Case2025-076, CE1 compiled 11/6/2025 1:36 PM

When I had my toilet/tub fixed, maintenance made it clear that all the pipes were connected vertically, and if one has an issue, then all of them would have issues going up and down

1h Like Reply



Pam Mason Author

Diana Nam Viereck interesting thought! I can leave a note for them to see if they had issues. I have had zero toilet issues ever (praise God)!

56m Like Reply



Pam Mason Author

Diana Nam Viereck just heard that management has fired Dino. We are all lost. 😡

Case 2025-076, CE1 - Filed 11/6/2025 1:36 PM

Indemnity Agreement
Pertaining to Declaration of Covenant for Park Land

This Indemnity Agreement Pertaining to Parkland Declaration ("Indemnity is made and entered into this _____day of _____, 2025, by and between kenwood Place Condominium Association ("KPC" or the "Association") and _____ ("Regency").

RECITALS:

WHEREAS, the Association has entered into a Declaration of Covenant for Park Land ("Declaration") with and for the benefit of the Maryland-National Capital Park and Planning Commission, a public body corporate and agency of the State of Maryland, its successors and assigns (the "Commission"), and

WHEREAS, the Association abuts certain real property dedicated to the Commission and has certain utilities benefitting the Association running through the dedicated park land, and

WHEREAS, Regency has agreed that, in the event that KPC is made subject to any liability, performance obligation, or other cost or other obligation, to indemnify and hold harmless the Association in any and all monetary and other obligations under the Declaration.

Now, THEREFORE, in consideration of the promises and covenants hereinafter set forth herein the parties covenant and agree as follow.

1. The foregoing Recitals are incorporated herein by reference and made a substantive part hereof.

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

2. Regency agrees to indemnify and hold harmless the Association from and against any liability or performance obligation under the Declaration.
3. Said indemnity, reimbursement and/or performance obligation shall be effectuated within the time required in the Declaration but, in no event later than fourteen (14) days from the date the demand is made by the Association, failing which Regency shall owe the Association liquidated damages of $50,000.00, specific ascertainment of actual damages being difficult to prove.
4. This Indemnity shall be construed and enforced in accordance with the laws of the State of Maryland, and may be recorded in the land records of Montgomery County, Maryland at the cost and expense of Regency.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

Case 2025-076, CE1 compiled 11/6/2025 1:36 PM

Gmail **Mary Dolbashian <kenwoodplacesmedia@gmail.com>**

Revised language in the ""Park Land" Declaration

mark <mark@jsimanagement.co> Fri, Aug 15, 2025 at 8:08 AM
To: candace <candace@kenwood-place.com>, carlos <carlos@kenwood-place.com>, mary dolbashian <mary@kenwood-place.com>, Linda Egerton <linda@kenwood-place.com>, Krassi <krassi@kenwood-place.com>, Linda Norman <lindan@kenwood-place.com>, yonald <yonald@kenwood-place.com>
Cc: terry <terry@jsimanagement.co>, Mark Winston <lmwinston0406@gmail.com>

Good Morning All,

I have attached the latest version of the Indemnity Agreement for the Declaration of Covenant, for the "Tot Lot" adjacent to the North Entrance of Westbard Circle.

Mark W has revised the original agreement so that we will be reimbursed should the Sewer pipe that runs under the park from KPC ruptures. Are you agreeable to this and the next step would be to prepare the signature page for the final version and have legal send to Lerch, Early (Erin Girard) and send to MOCO. I am told Regency is not happy about Item's 2 & 3 of the agreement.

Please advise if the BOD wishes to agree and sign. Please send your comments to me directly and do not copy other directors so we do not have any "meeting issues"

Thanks

Mark

Mark Fine,
Executive
JSI Management, LLC
Agent for Kenwood Place Condominium (KPC)
P.O. Box 20715
Silver Spring, MD 20914
301.384.1944 (O)
240.216.0753 (C)

On site
5301 Westbard Circle
Suite 147 (Entrance at building Exit 4)
Bethesda, MD 20816

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Kenwood Office 301.654.4512

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"Copyright (c) 2023-2025 JSIManagement, LLC agent for Kenwood Place Condominiums. All rights reserved."

Indemnity Agreement KPC & Regency - 8-13-25 (1).docx
15K

Case 2025-076, CE1 compiled 11/6/2025:1:36 PM