

47968 413

48002 304

2013 NOV 18 AM 9:38

2013 NOV 25 PM 3:03

FILED
LORETTA E. KNIGHT
CLERK'S OFFICE
MONTGOMERY COUNTY

FILED
LORETTA E. KNIGHT
CLERK'S OFFICE
MONTGOMERY COUNTY

KING FARM CONDOMINIUM

CONFIRMATORY AMENDMENT TO BYLAWS

THIS CONFIRMATORY AMENDMENT (the "Amendment") is made, effective as of November 13, 2013, by the COUNCIL OF UNIT OWNERS OF KING FARM CONDOMINIUM, INC. ("Association").

RECITALS

A. Certain Condominium Instruments establishing the King Farm Condominium ("Condominium") on improved real property in Montgomery County, Maryland were recorded on July 30, 1998, as Liber 16097, Folio 547 in the Land Records for Montgomery County, Maryland.

B. One of such recorded Condominium Instruments is the Bylaws ("Bylaws") of the Association (recorded on July 30, 1998 as Liber 16097, Folio 590-649).

C. As set forth in the Certification attached hereto as Exhibit "A" and incorporated by reference herein, on July 27, 2005, in accordance with Article 9, Section 9.5 of the Bylaws, the votes of unit owners representing sixty-six and two-thirds percent (66 2/3%) of the total votes of the Condominium approved the amendments attached hereto as Exhibit "B" and incorporated by reference herein.

D. The amendments set forth herein do not impair or affect any of the rights, priorities, remedies or interests of any mortgagee of a unit, and no mortgagee approval of the amendment set forth herein is required.

E. The amendments set forth herein are intended to be effective as of the date of their recordation. Accordingly, owners who are currently leasing their unit(s) as of the date of this Amendment may continue to lease their units until they are no longer record owners of the unit(s) or until they reoccupy the unit(s), all as set forth in "Exhibit

TAX ID# 04 - 03211791

NOV 25 2013 PM 09:03
LEK AV BK # 4527
RCF # 45240
TOTAL 69.00
RECORDING FEE 20.00
INF FD SURE 49.00

re-recording due to need to add additional tax id #'s.

INF FD SURE 49.00
RECORDING FEE 20.00
TOTAL 69.00
RCF # 45238
LEK NVE BK # 4545
Nov 18, 2013 09:36 am

20
40
NVE
26
40
AV

EXHBIIT A

CERTIFICATION

I, RODGER PITCAIRN, hereby certify that I am the President of the Council of Unit Owners of King Farm Condominium, Inc., that I am authorized to make this certificate, and that I have personal knowledge that the foregoing amendments to the Bylaws of the Council of Unit Owners of King Farm Condominium, Inc. were approved on July 27, 2005 by the affirmative vote of owners of units who control at least sixty six and two thirds percent (66 2/3%) of the votes of the Condominium at a meeting duly called for such purpose, in accordance with the Bylaws and Md. Code Ann. Real Property Section 11-104(e).

Council of Unit Owners of King Farm Condominium, Inc.

By: Rodger Pitcairn
President

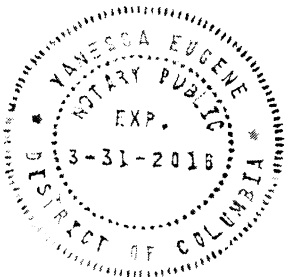
State of Maryland) ss:

I, a Notary Public in and for the State of Maryland, do hereby certify, that on this 13th day of November, 2013, Rodger Pitcairn, the President of the Council of Unit Owners of King Farm Condominium, Inc. personally appeared before me in said State, such person being personally well-known to me as, or proved by the oath of credible witnesses to be, the person who signed the foregoing instrument as President and attorney-in-fact for the Council of Unit Owners of King Farm Condominium, Inc. and acknowledged the foregoing instrument to be his act and deed, on behalf of the Council of Unit Owners of King Farm Condominium, Inc.

Vanessa Eugene [Seal]
Notary Public

My commission expires:

VANESSA EUGENE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires March 31, 2016





KING FARM CONDOMINIUM ASSOCIATION

BYLAW AMENDMENT

Adopted by the Council of Unit Owners

at the General Membership Meeting on July 27, 2005

WHEREAS THE BYLAWS, Article IX, Section 9.5 Amendments state

"These Bylaws may be amended by the affirmative vote of Unit Owners representing sixty-six and two thirds percent (66 2/3%) of the total votes of the Condominium at any meeting of the Council duly called for such purposes..."

THUS THIS AMENDMENT which is being proposed by the Board of Directors amends Article VI. 6.2.2 Form of Lease.

I. Strike the following under section 6.2.2. Form of Lease.

No Unit Owner may lease his Unit for transient or hotel purposes. All leases shall be in writing, on a form approved by the Council, with a minimum term of at least six (6) months. A copy of any lease executed by a Unit Owner shall be delivered to the Council promptly after execution thereof Any lease shall be subject in all respects to the provisions of the Declaration, the Bylaws and the Rules and Regulations and any failure by the tenant to comply with the terms of such instruments shall be a default under his lease, and any lease shall so provide. In the event of the non-compliance by any tenant of a Unit with the terms of this Declaration, the Bylaws or the Rules and Regulations, the Council shall have the right, in addition to any other rights available to it, to require the Unit Owner of such Unit to terminate such lease because of such default and otherwise to treat such noncompliance as noncompliance by the Unit Owner.

II. REPLACE SECTION 6.2.2 Form of Lease.

(a) In order to preserve the owner-occupied, residential character of the buildings, transfer or resale of Units shall be for owner occupancy only, except that acquiring Unit Owners may lease the Unit only after completion by the Unit Owner of one year's residency in the Unit, at which time the acquiring Unit Owner may lease the Unit in accordance the remainder of this Section.

(b) No Unit Owner may lease his Unit for transient or hotel purposes. The number of Units, which may be leased, shall be limited to twenty percent (20%) of the total number of Units or a maximum of eighteen (18) Units. If, at any time, the maximum number of units is under lease, the Council shall establish a waiting list for Unit Owners desiring to lease their units. Waiting list priority shall be

established chronologically; the Unit Owner who has been on the list the longest has first priority when an additional lease becomes permissible due to the expiration of a prior lease. Notwithstanding the above, any unit rented at the time this amendment adopted shall be permitted to remain a rental until such time as there is a change of ownership or the current unit owner reoccupies the unit

(c) All leases shall be in writing, on a form approved by the Council, with a term of twelve (12) months. A signed copy of any lease executed by a Unit Owner shall be delivered to the Council promptly after execution thereof and no later than five days prior to the effective date of occupancy by the tenant. The tenant shall acknowledge receipt of a copy of the rules, regulations and bylaws of the Council. Failure to file a lease agreement as provided above or any violation of the tenets of the lease agreement shall be deemed a violation of the King Farm Condominium Association's rules, regulations and bylaws and subject to provisions of Section I I-113 of the Maryland Condominium Act. The Unit Owner shall supply the Council with the names of all occupants under the lease and any information pertaining to the tenancy that the Council reasonably requires. The written lease agreement shall provide (and if a lease does not so provide, shall be deemed to provide) that (1) the Council shall have the right to evict the tenant on behalf of the Unit Owner in the event of violation of federal or state law, the Council documents, or the rules and regulations of the Council; and (2) that the tenant shall abide by the Council documents and the rules and regulations of the Council.

(d) Any lease shall be subject in all respects to the provisions of the Declaration, the Bylaws and the Rules and Regulations and any failure by the tenant to comply with the terms of such instruments shall be a default under his lease, and any lease shall so provide.

(e) In the event of the non-compliance by any tenant of a Unit with the terms of this Declaration, the Bylaws or the Rules and Regulations, the Council shall have the right, in addition to any other rights available to it, to require the Unit Owner of such Unit to terminate such lease because of such default and otherwise to treat such non-compliance as non-compliance by the Unit Owner.

(f) A lease of a Unit by a Unit Owner shall not relieve such owner from his obligations under the Council Bylaws and Rules and Regulations. The Unit Owner shall remain responsible for all homeowner assessments. If the Unit Owner's homeowners' insurance policy does not cover rentals, the tenant shall be required under the terms of the lease to carry sufficient renter's insurance and to provide proof of such insurance to the Council.

(g) The Unit Owner shall be responsible for all attorneys' fees and costs incurred by the Council as a result of a violation of the Council documents and/or rules and regulations by the tenant, irrespective of whether suit is instituted, and the association may levy a special assessment on the Unit Owner therefore.

(h) The Board of Directors may grant a variance for a Unit Owner to exceed the maximum number of permitted rentals in the event of hardship (e.g. temporary employment relocation not exceed twelve months or death of a unit owner).

(i) Unit Owners who lease their unit due to official military orders are exempt from the eighteen rental unit limit. Such Owners must provide documentation of military orders to the Association's management agent.

Adoped by the Council of Unit Owners
at the General Membership Meeting on July 27, 2005

48002 310

47968 419

PROPERTY DESCRIPTION

Being part of Parcel "Z", Block "C", King Farm: Watkins Pond as shown on a plat of dedication and subdivision recorded in Plat Book 184 as Plat No, 20359 among the Land Records of Montgomery County, Maryland and being more particularly described as follows:

Beginning for the same at a point marking the westerly end of the South $66^{\circ} 50' 56''$ West, 49.88 foot line of said plat, said point also lying on the easterly right-of-way line of Elmcroft Boulevard, width varies, as recorded in said Plat Book 184 as Plat No. 20359; thence running with said Elmcroft Boulevard the following five (5) courses and distances

1. North $23^{\circ} 09' 04''$ West, 50.00 feet to a point; thence
2. South $66^{\circ} 50' 56''$ West, 5.81 feet to a point; thence
3. 22.47 feet along the arc of a tangent curve to the right having a radius of 15.00 feet and a chord bearing and distance of North $70^{\circ} 13' 42''$ West, 20.43 feet to a point; thence
4. North $27^{\circ} 18' 20''$ West, 139.95 feet to a point; thence
5. 46.54 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a chord bearing and distance of North $26^{\circ} 01' 48''$ East, 40.11 feet to a point marking the southerly right-of-way line of Watkins Pond Boulevard, 94 feet wide, as recorded in said Plat Book 184 as Plat No. 20359; thence leaving said easterly right-of-way line of Elmcroft Boulevard and running with said southerly right-of-way line of Watkins Pond Boulevard the following three (3) courses and distances
6. 27.11 feet along the arc of a tangent curve to the right having a radius of 447.00 feet and a chord bearing and distance of North $81^{\circ} 06' 12''$ East, 40.11 feet to a point; thence
7. North $82^{\circ} 50' 27''$ East, 74.67 feet to a point; thence
8. 10.99 feet along the arc of a tangent curve to the left having a radius 01426.00 feet and a chord bearing and distance of North $82^{\circ} 06'$ or East, 10.99 feet to a point; thence leaving said southerly right-of-way line of Wads Pond Boulevard and running so as to cross and include a portion of said Pared "Z", Block "C"

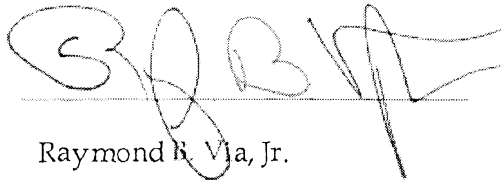
47968 420

48002 311

9. South 27' 22' 1e East, 218.58 feet to a point on the South 66' 50' 56" West, 150.44 foot line of said Parcel "Z", Block "C", being 76.12 feet westerly from the easterly end thereof, thence running with the outline of aid Parcel "Z", Block "C" the following three (3) courses and distances
10. South 66' 50' 56" West, 74.31 feet to a point; thence
11. North 23' 09' 04" West, 18.41 feet to a point; thence
12. South 66" 50' 56" West, 49.88 feet to the point of beginning containing 30,595 square feet or 0.70237 acres of land.

ATTORNEY CERTIFICATION

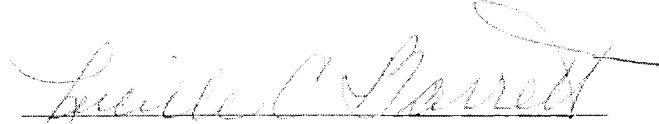
This is to certify that this instrument has been prepared under the supervision of the undersigned, an attorney duly admitted to practice law before the Court of Appeals of Maryland or a party hereto.



Raymond B. Via, Jr.

CERTIFICATE

I hereby certify, pursuant to Section 11-104(e)(2) of the Maryland Condominium Act, Title 11, Md. Real Prop. Code Ann., as amended, that this Amendment to the Condominium Bylaws was approved by unit owners having the required percentage of votes in the Association. I further certify that this Amendment to the Condominium Bylaws shall be effective on recordation among the land records of Baltimore County, Maryland.



President

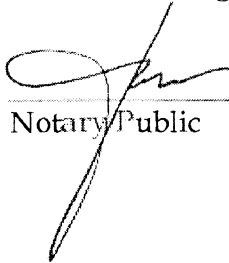
Witness:



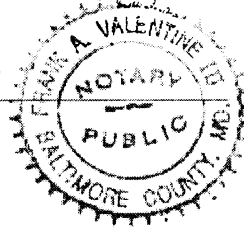
Secretary

State of Maryland)
Baltimore County) ss:

I hereby certify, that on this 19 day of November, 2013, before the subscriber, a Notary Public, personally appeared Kevin C. Bennett, the President of the Condominiums at the Ridge Association, Inc., and acknowledged the foregoing Certificate to be the act of the Condominiums at the Ridge Association, Inc.



Notary Public



My commission expires: 7/25/14