

AMENDMENT OF THE BY-LAWS OF CROMWELL FOUNTAIN BUILDERS CONDOMINIUM

EXPLANATORY STATEMENT: The original Bylaws of Cromwell Fountain Builders Condominium, were recorded among the Land Records of Anne Arundel County, Maryland in Book 8366, pages 740 *et seq.* as Exhibit "B" to the Condominium Declaration of Cromwell Fountain Builders Condominium, dated April 1, 1998 and recorded among said Land Records in Book 8366, pages 714 *et seq.* The Council of Unit Owners of Cromwell Fountain Builders Condominium by the affirmative vote of unit owners having two thirds or more of all votes of said Council of Unit Owners entitled to be cast and by the affirmative vote of unit owners owning sixty-six and two thirds percent (66 2/3%) or more of the percentage interests of the common element ownership of said condominium, all as provided in Article XV, Section 1 of said Bylaws and the provisions of the Maryland Condominium Act (title 11, Md. Real Prop. Code Ann.), now hereby amends its said Bylaws as hereinafter provided.

NOW THEREFORE as of the 11th day of June, 2008, the said Bylaws of Cromwell Fountain Builders Condominium are amended as follows:

Article XIII, of the above-described Bylaws of Cromwell Fountain Builders Condominium is hereby amended by adding a new Section 10. to read as follows:

Article XIII, Section 10. Property Insurance Deductible.

Notwithstanding any other provision contained herein, the Owner of a Unit where the cause of damage or destruction originated is responsible for the Council of Unit Owners' property insurance deductible exceeding One Thousand Dollars (\$1,000) or the maximum amount permitted from time to time in the Act (whichever is greater). Such deductible shall be assessed to the unit where the cause of the damage or destruction originated and the Unit Owner of that unit is responsible. The deductible may be collected in the same manner as annual assessments and may be enforced by the imposition of a lien on the unit in accordance with the provisions of the Maryland Contract Lien Act. Where more than one unit, or any combination of units and common elements may be the source of the cause for the damage or destruction subject to one deductible amount, the deductible amount shall be apportioned between or among the responsible unit owners and Council of Unit Owners in direct proportion to the cost of repair or replacement attributable to each as covered by the Condominium's property policy insurance and as determined by the Board of Directors in its sole discretion. A Unit Owner and/or the Board of Directors retains the right pursuant to other provisions of these Bylaws to obtain damages against

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NOTED SURE \$ 20.00
RECORDING FEE 20.00
TOTAL 40.00
Unit AA15 Rcpt # 21939
LJC Bk # 324
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a Unit Owner, occupant or other person whose negligent or intentional act caused or contributed to the damage or destruction.

The foregoing amendment shall take effect immediately upon recordation among the Anne Arundel County Land Records.

ATTEST:

Elsie G. Douglass
Signature
Secretary, ELSIE G. DOUGLASS
Print Name

Doug Miller
Signature
President, DOUG MILLER
Print Name

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY that on the 17th day of June, 2008, I was the President of Cromwell Fountain Builders Condominium and that, by virtue of said office, I was one of the persons specified by the Bylaws and the Board of Directors of said Condominium to count votes at all meetings of the Council of Unit Owners of Cromwell Fountain Builders Condominium. I further certify that the foregoing Amendment of the Bylaws of Cromwell Fountain Builders Condominium was on that date approved by the affirmative vote of unit owners of said condominium having two thirds or more of all the votes of said Council of Unit Owners (and at least sixty-six and two thirds percent (66 2/3%) of the percentage interests of the common elements of said condominium) at a meeting of said Council of Unit Owners for which due written notice was provided to each unit owner in said Condominium. Said amendment to become effective upon recordation among the Land Records.

AS WITNESS my hand and seal.

ATTEST:

Doug Miller (SEAL)
President

Elsie G. Douglass (SEAL)
Secretary

STATE OF MARYLAND, Carroll COUNTY:

I HEREBY CERTIFY that on this 17th day of June, 2008, before me, the subscriber, a Notary Public in and for the aforesaid state and county,

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 20276, p. 0662, MSA_CE59_20620. Date available 07/11/2008. Printed 06/10/2019.

personally appeared Doug Miller, who is known to me to be the person whose name is subscribed to the foregoing Certificate of Approval, and the president of the Condominium at the time subscribed, and said person made oath in due form of law that the matters and facts stated in said Certificate of Approval are true and based upon personal knowledge, and said person acknowledged the execution of the foregoing Amendment of the Bylaws of Cromwell Fountain Builders Condominium as the act and deed of the Council of Unit Owners of Cromwell Fountain Builders Condominium and that said person has the authority to act on the Condominium's behalf.

AS WITNESS my signature and notarial seal.


Notary Public

My Commission Expires: Oct 1, 2010

RETURN TO:

Elmore & Throop, P.C.
5 Riggs Avenue
Severna Park, Maryland 21146

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