

ROUNDWOOD RIDGE II CONDOMINIUM ASSOCIATION, INC.

(Amendment to Article VI, Paragraph (c) of the Declaration)

As set forth herein, this Amendment is intended to amend and replace Article VI, Section (c) of the Roundwood Ridge II Condominium Association, Inc. Declaration dated September 21, 2004 and recorded in the Land Records of Baltimore County at Liber 20833, folio 463.

(c) Leases. Each Unit or Garage Parking Space or Accessible Garage Parking Space may be leased under such terms and conditions as the Unit Owner thereof may desire, except as otherwise provided in this Paragraph (c).

(1) On or after January 1, 2018, no Unit Owner may lease his/her unit until said Owner has held legal title to the unit for not less than twenty-four (24) consecutive months prior to the lease going into effect except as provided herein.

(2) The restrictions contained in subsection (1) shall not apply to any unit owner who holds legal title to a unit within the Condominium on or before December 31, 2017.

(3) Leasing of Units

(i) Effective January 1, 2018, a Unit Owner meeting the requirements to lease their Unit shall provide a copy of their written lease to the Board or the Management Agent at least ten (10) days prior to leasing the Unit. If a Unit Owner shall provide a copy of the lease to the Board or the Management Agent by no later than January 1, 2018.

(ii) When a leased Unit is sold, the lease may continue to its expiration and the new Unit Owner may renew the lease of the current tenant but may not lease the unit to another occupant until the requirements of subsection (1) are met.

(iii) For purposes of this subsection, occupancy of a Unit as his/her principal residence by a person or persons who is not the Unit Owner or a family member of the Unit Owner(s), whether or not pursuant to a written lease or occupancy agreement, even if for no charge, monetary or otherwise, shall be deemed to be "leasing" the unit; provided however, that a resident Unit Owner (but not a tenant) may allow occupancy of his/her Unit on a

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 40772, p. 0383, MSA_CE62_40629. Date available 10/15/2018. Printed 10/22/2018.

LR - Amendment 75.00
Recording Fee
Name: ROUNDWOOD RIDGE II
Ref: 20833.463
LR - Amendment
Surcharge 40.00
Subtotal: 115.00
Total: 115.00
10/11/2018 03:31
CC03-LL
#1118436 CC0301 -
Baltimore
County/CC03.01.06 -
Register 06

temporary basis by a "house-sitter" for a period not to exceed thirty (30) days, if prior written notice is given to the Board at least ten (10) days in advance, and the Board approves same which shall be in their sole discretion to permit.

(iv) For those Units owned by a corporation, limited liability company, partnership, or trust; an officer, director, partner or beneficiary, and the family members of each may occupy the Unit and such occupancy shall not constitute leasing of the unit.

(v) Family members of a Unit Owner may also occupy a Unit and such occupancy shall not constitute leasing of the Unit. Family members shall include: the husband, wife, mother, father, children (biological or legally adopted), son-in-law, daughter-in-law, grandchildren, sister, brother, sister-in-law, brother-in-law, or grandparent of the Unit Owner(s); provided however, the occupancy of the Unit must at all times comply with all federal, state, county, and local codes, ordinances and statutes. The following do not constitute family member for the purposes of the occupancy requirements set forth herein: cousin, family friend, close friend, aunt, uncle, niece or nephew of the Unit Owner(s). The Board shall have the sole authority to alter the definition of family member from time to time by an affirmative vote of at least 80% of the Board, without a vote of the Council, notwithstanding anything to the contrary contained in this Declaration.

(vi) No subleasing of a Unit is permitted at any time unless otherwise approved by the Board.

(vii) Exception. A Unit may be non-owner-occupied without the permission of the Board, and without the necessity of a lease, under the following circumstances:

- (a) A Unit Owner may lease back his/her unit from the buyer of his/her Unit for up to three (3) months from the date of settlement. Thereafter, the Unit must be owner-occupied until meeting the requirements of this subsection (1).
- (b) A Unit may be purchased for the occupancy by another family member as defined by this

temporary basis by a "house-sitter" for a period not to exceed thirty (30) days, if prior written notice is given to the Board at least ten (10) days in advance, and the Board approves same which shall be in their sole discretion to permit.

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(a) The rights of the tenant, and those persons in the Unit with the permission of the tenant to use and occupy the Unit shall be subject and subordinate in all other respects to the provisions of this Declaration, the By-Laws and any other Rules and Regulations of the Condominium;

(b) The failure of the tenant, or any person in the Unit with the permission or consent (express or implied) of the tenant, to comply with the provisions of this Declaration, the By-Laws and any other Rules and Regulations of the Condominium shall constitute a default under the lease; and

(c) The Board is empowered to evict any tenant that violates any provision of the governing documents of the Council upon the Board notifying the owner of the Board's request for the eviction of the tenant and the owner's failure to comply with the Board's request within the time specified by the Board.

(xi) The owner of a Unit is responsible for any damages done to the Common Elements by anyone moving in or out of the owner's Unit. The amount of damages shall be assessed by the Board and shall be due and payable as an additional assessment with the next regular assessment for the Unit, and the amount of the assessment shall constitute a lien against the Unit, the same as the monthly assessment.

(4) Leasing of Garage Parking Spaces or Accessible Garage Parking Spaces

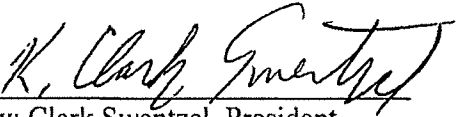
(i) Any lease of a Garage Parking Space or Accessible Garage Parking Space shall only be made with another Owner or occupant in the Building.

(ii) The Unit Owner of any leased Garage Parking Space or Accessible Garage Parking Space shall promptly deliver to the Condominium Board a copy of the executed lease and a copy of each signed amendment which is made thereto from time to time.

(iii) No Garage Parking Space or Accessible Garage Parking Space, as the case may be, may be leased for a period of less than six (6) months.

IN WITNESS WHEREOF, the President of the Board of Directors of The Council of Unit Owners of Roundwood Ridge II Condominium Association, Inc. has caused this Amendment to the Declaration to be executed and sealed on behalf of the Condominium on this 20th day of August 2018.

Council of Unit Owners of
Roundwood Ridge II Condominium
Association, Inc.


By: Clark Swentzel, President

THIS IS TO CERTIFY that the within Amendment to the Council of Unit Owners of Roundwood Ridge II Association, Inc. Declaration was prepared by, or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.


John M. Oliveri, Esq.

AFTER RECORDING, PLEASE
RETURN TO:
Oliveri & Associates, LLC
635 N. Bestgate Road, Suite 200
Annapolis, Maryland 21401
(410) 295-3000 (P)
(410) 295-3003 (F)

CERTIFICATE OF SECRETARY
OF THE COUNCIL OF UNIT OWNERS OF THE ROUNDWOOD RIDGE II
CONDOMINIUM ASSOCIATION, INC. FILED PURSUANT TO SECTION 11-103 OF THE
REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND

I HEREBY CERTIFY AS FOLLOWS:

1. That I am the person designated pursuant to Article VI, Section 5 of the By-Laws of the Council of Unit Owners of the Roundwood Ridge II Condominium Association, Inc. to count and record the votes at the meeting of the Council of Unit Owners of the Roundwood Ridge II Condominium held on August 23, 2018 and any continuance thereof.
2. That the amendment to Article VI, Section C of the Declaration was duly approved by Unit Owners having the required percentage of votes at a meeting of the Council of Unit Owners of the Roundwood Ridge II Condominium Association, Inc. held on August 23, 2018 and any continuance thereof, such vote being reaffirmed as set forth herein and shall be effective upon recordation. The votes of the Unit Owners are attached hereto.
3. That the amendment to Article VI, Section C of the Declaration of the Council of Unit Owners of the Roundwood Ridge II Condominium Association, Inc. was approved by Sixty-Six (66) votes in favor of the amendment, with Five (5) votes against the amendment and no abstentions thereto.
4. As of August 23, 2018, there were Eighty (80) unit owners of which Seventy-Nine (79) were eligible to vote on the amendment.
5. The amendment to Article VI, Section C was approved by Eighty-Two and One-Half Percent (82.5%) of the Unit Owners of the Council of Unit Owners of the Roundwood Ridge II Condominium Association, Inc.
6. A review of Council records revealed there are no "Eligible Mortgagees" as defined by Article I, Section (t) and Article XI, Section (o) of the Declaration who required notification of the amendment to the Declaration pursuant to Article XI, Section (b)(i)(A) of the Declaration.

Council of Unit Owners of
Roundwood Ridge II Condominium
Association, Inc.

Pat Lazzaro

By: Pat Lazzaro, Secretary

STATE OF MARYLAND, COUNTY OF Anne Arundel TO WIT:

I HEREBY CERTIFY that on this 23 day of August, 2018, before me, the subscriber, a Notary Public for the state aforesaid, personally appeared Pat Lazzaro, - Secretary for Council of Unit Owners of the Roundwood Ridge II Condominium Association, Inc., and acknowledged the foregoing to be the act of said Condominium and she further acknowledged and certified that she is the person specified in the By-laws to tally votes at meetings of the Condominium and that the foregoing was approved by the percentage of votes required by Section 11-103 of the Maryland Condominium Act.

Lori S. Pinover
Notary Public

My Commission Expires: 11/28/21

