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EXHIBIT D-2

BYLAWS

OF

PIER UNIT OWNERS OF BELT'S LANDING CONDOMINIUM

ARTICLE I

NAME AND LOCATION: OWNERSHIP; GENERAL

Section 1. Name and Location. The name of the Council of the Pier Unit Owners is as follows: Pier Unit Owners of Belt's Landing Condominium, and is hereinafter referred to as the "Subcouncil". Its principal office and mailing address is as follows: 960 Fell Street, Baltimore, Maryland, 21231

Section 2. Establishment of Subcouncil. The project located in Baltimore City, Maryland, known as Belt's Landing, a Condominium, has been submitted to the provisions of the Maryland Condominium Act of the State of Maryland (Title XI of the Real Property Article of the Annotated Code of Maryland) (hereinafter the "Condominium Act"). This Subcouncil is formed to govern and administer the affairs of the owners of the Pier Units (as defined in the Declaration).

Section 3. Applicability. The provisions of the Condominium Documents, including these Bylaws, are applicable to the Pier Units. All Owners, all occupants or users of the Pier Units, and the agents and servants of any of them are subject to the provisions of the Condominium Documents and the applicable laws of the State of Maryland. The mere acquisition, occupancy or rental of any of the Pier Units in the Condominium or the mere act of occupancy of any of said Units will signify that these Bylaws are accepted, ratified, and will be complied with.

Section 4. Definitions. Unless it is plainly evident from the context that a different meaning is intended, all capitalized terms not defined herein shall have the meaning attributed to them in the Amended and Restated Declaration established a plan for condominium ownership for Belt's Landing, a Condominium (the "Declaration"). As used herein, the terms "Owner" and "Unit Owner" mean Pier Unit Owners.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. The number of votes to which the Owner is entitled is the number of votes assigned in the Declaration to the Pier Unit or Units. Where a Unit is owned by more than one person, all the Owners thereof shall be collectively entitled to the vote assigned to such Unit, and such Owners shall, in

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writing, designate an individual who shall be entitled to cast the vote or votes on behalf of the Owners of such Unit of which he is a part. No Lessee, lienholder, mortgagee (except as the Owner of a Unit), pledgee or contract purchaser (except as a contract purchaser pursuant to a land installment sales contract) shall have any voting rights with respect to the affairs of the project.

Section 2. Majority of Owners. As used in these Bylaws, the term "Owners" shall mean the Pier Unit Owners and the term "majority of Owners" shall mean those Pier Unit Owners (as listed on the current roster of the Council) entitled to cast more than fifty percent (50%) of the votes in the Subcouncil in accordance with the vote assignments made in the Declaration.

Section 3. Quorum. At all meetings of the Subcouncil, a majority of the Owners shall constitute a quorum for the transaction of business, and the acts of the majority of the Owners present at a meeting at which a quorum is present shall be the act of the Subcouncil. If, at any meeting of the Subcouncil, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any reconvened meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4. Proxies. Votes may be cast in person, by mail ballot or by proxy. However, a proxy shall be effective only for a maximum period of 180 days following its issuance, unless granted to a lessee or mortgagee. Proxies must be filed with the Secretary before the appointed time of each meeting. A proxy may be appointed for purposes of satisfying quorum requirements and to vote for matters of business before the Subcouncil, except that a Unit Owner granting a proxy for voting at the election of Officers and members of the Board of Directors of the Subcouncil shall designate the candidate or candidates for whom the proxy shall vote.

ARTICLE III

ADMINISTRATION

Section 1. Council Responsibilities. The Subcouncil will be comprised of every person, firm or corporation which owns, severally or with others, any Pier Unit and will constitute "Pier Unit Owners of Belt's Landing Condominium" who will have responsibility for administering the Pier Building, establishing and collecting monthly assessments due on account of Pier Building Limited Common Elements and arranging for the management of the Pier Building. Except as otherwise provided, decisions and resolutions of the Subcouncil shall require approval by a majority of Unit Owners present and voting, in person or by proxy.

Section 2. Place of Meeting. Meetings of the Subcouncil shall be held at the principal office of the Subcouncil or such other suitable place convenient to the Owners as may be designated by the Subcouncil.

Section 3. Initial Meeting. The Organizational and First Meeting of the Subcouncil (the "Organizational Meeting") to elect Officers and to transact

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such other business as may properly come before them, shall be held within of thirty (30) days after the date on which the Declaration is recorded in the Land Records of Baltimore City.

Section 4. Annual Meetings. After the Organizational Meeting, annual meetings of the Subcouncil shall be held on the second Tuesday of April each succeeding year at the hour of 7:30 p.m. If the day for the annual meeting of the members is a legal holiday or religious holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. At such meeting there shall be elected by ballot of the Owners, officers in accordance with Section 2 of Article V hereof. The Owners may also transact such other business of the Subcouncil as may properly come before them.

Section 5. Special Meetings. It shall be the duty of the Secretary to call a special meeting of the Owners upon receipt of a petition signed by Owners entitled to cast at least twenty-five percent (25%) of all the votes entitled to be cast at the meeting. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 6. Notice of Meeting. It shall be the duty of the Secretary to deliver by person or by mail to the address indicated on the current roster of the Subcouncil a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at least fifteen (15) but not more than sixty (60) days prior to such meeting. The delivery of a notice in the manner provided in this Section shall be considered notice served. A Mortgagee, shall, upon request to the Subcouncil be given timely written notice of all meetings of the Subcouncil, and be allowed to designate a representative to attend all such meetings. Notices shall also be posted in a conspicuous common area. Attendance by a Unit Owner at any meeting of the Subcouncil shall be a waiver of notice by him of such meeting.

Section 7. Additional Meeting. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may call for an additional meeting pursuant to Section 5-206 of the Corporations and Associations Article of the Annotated Code of Maryland.

Section 8. Order of Business. The order of business at all meetings of the Owners of Units shall be as follows, unless otherwise determined by the majority vote of the Owners present, in person or by proxy and voting:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and approval of minutes of preceding meeting.
- (d) Reports of Officers.
- (e) Report of Federal Housing Administration representative, if present.
- (f) Reports of committees.
- (g) Appointment of inspectors of election by Chairman of the meeting.

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- (h) Unfinished business.
- (i) New business.

Section 9. Roster of Unit Owners. Each Unit Owner shall furnish the Subcouncil in writing with his name and current mailing address. The Secretary, on behalf of the Subcouncil, shall compile and keep up to date at the principal office of the Subcouncil, a current roster of the Owners and their last known post office addresses. This roster shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Subcouncil, containing the minutes of all annual and special meetings of the Subcouncil.

ARTICLE IV

NO BOARD OF DIRECTORS; COMMITTEE OF THE WHOLE

Section 1. There shall be no Board of Directors. The affairs of the Subcouncil shall be governed by the Owners sitting as a committee of the whole.

Section 2. Powers and Duties. The Subcouncil shall have the powers and duties necessary for the administration of the affairs of the Subcouncil and may do all such acts and things as are not by law or by the Condominium Documents directed to be exercised and done by others.

Section 3. Other Duties. In addition to duties imposed by these Bylaws, the Subcouncil shall be responsible for the following:

- (a) Care, upkeep and maintenance of the Pier Building, including the Pier Building Limited Common Elements.
- (b) Preparation of a budget that contains separate line items for all expenses that relate solely to the Pier Building Limited Common Elements and that are required under the Declaration to be separately assessed to Pier Unit Owners; imposition and collection of monthly assessments from the Owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Pier Building.
- (d) Promulgation and enforcement of such Rules and Regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Pier Building and the use of the Pier Building Limited Common Elements and as are designated to prevent unreasonable interference with the use and occupancy of the Pier Building by the Owners and others, all of which shall be consistent with law and the provisions of these Bylaws and the Declaration; and
- (e) Entering into agreements whereby the Subcouncil acquires leaseholds, memberships and other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the

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Owners and to declare expenses incurred in connection therewith to be common expenses of the Subcouncil; and

(f) Repairing, restoring or reconstructing all or any part of the Pier Building and Pier Building Limited Common Elements after any casualty loss in a manner consistent with law and the provisions of these By-Laws and the Declaration and to otherwise improve the Pier Building; and

(g) Leasing, granting licenses, easements, rights-of-way and other rights of use in all or any part of the Pier Building Limited Common Elements.

Section 4. Management Agent. The Subcouncil may employ a management agent at a compensation established by the Subcouncil to perform such duties and services as the Subcouncil shall authorize including, but not limited to, the duties listed in Section 3 of this Article. Any management agreement entered into by the Subcouncil shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days written notice thereof. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for necessary one-year periods.

Section 5. Regular Meetings. Regular meetings of the Subcouncil shall be held at such time and place as shall be determined, from time to time, by a majority of the Owners, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Subcouncil shall be given to each Owner, personally or by mail, telephone or telegraph, at least ten (10) days but not more than ninety (90) days prior to the day named for such meeting.

Section 6. Special Meetings. Special meetings of the Subcouncil will be called by the President on three (3) days notice to each Owner, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

Section 7. Waiver of Notice. Before or after any meeting of the Subcouncil, any Owner may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Owner at any meeting of the Subcouncil shall be a waiver of notice by him of the time and place thereof. If all the Owners are present at any meeting of the Subcouncil, no notice shall be required and any business may be transacted at such meeting.

Section 8. Informal Action. Any action required or permitted to be taken at any meeting of the Subcouncil may be taken without a meeting if a written consent to such action is signed by all members of the Subcouncil and such written consent is filed with the minutes of the proceedings of the Subcouncil.

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ARTICLE V

OFFICERS

Section 1. Designation. The principal Officers of the Subcouncil shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Owners. The offices of Secretary and Treasurer may be held by the same person. All officers shall be Unit Owners.

Section 2. Election of Officers. The Officers of the Subcouncil shall be elected annually by the Subcouncil at the annual meeting and shall hold office at the pleasure of the Subcouncil.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Subcouncil, any Officer may be removed, either with or without cause, and his successors elected at any regular meeting of the Subcouncil, or at any special meeting of the Subcouncil called for such purpose.

Section 4. President. The President shall be the chief executive Officer of the Subcouncil. The President shall preside at all meetings of the Subcouncil and shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Owners from time to time to assist in the conduct of the affairs of the Subcouncil.

Section 5. Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Subcouncil shall appoint some other Owner to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Subcouncil.

Section 6. Secretary and Assistant Secretaries. The Secretary shall keep the minutes of all meetings of the Subcouncil; shall count votes at meetings of the Subcouncil; shall have charge of such books and papers of the Subcouncil; and shall, in general, perform all the duties incident to the office of Secretary. One or more Assistant Secretaries may be elected and they shall perform such duties as may be assigned to them by the President.

Section 7. Treasurer. The Treasurer shall have responsibility for Subcouncil funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Subcouncil. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Subcouncil in such depositories as may from time to time be designated by the Subcouncil.

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ARTICLE VI

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Subcouncil shall indemnify every Officer and Director of the Subcouncil against any and all expenses, including counsel fees, reasonably incurred or imposed upon any Officer in connection with any action, suit or other proceeding, including the settlement of any such suit or proceeding, if approved by the Subcouncil, to which the Officer may be made a party by reason of being or having been, an Officer of the Subcouncil, whether or not such person is an Officer at the time such expenses are incurred. The Officers of the Subcouncil shall be liable to the Subcouncil and the Unit Owners for any gross negligence, including their own individual willful misconduct or bad faith, but shall not be liable for mistakes of judgment or otherwise if made in good faith, and arising from the Officer's duties and made on behalf of the Subcouncil, except to the extent that such Officers may also be Unit Owners, and the Subcouncil shall indemnify and forever hold each such Officer free and harmless against any and all liability to others. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer of the Subcouncil, or former Officer of the Subcouncil, may be entitled.

ARTICLE VII

OBLIGATIONS OF THE OWNERS

Section 1. Assessments: Liens; Furnishing of Certificates.

(a) The fiscal year of the Subcouncil shall consist of twelve (12) calendar months, commencing on January 1. Not later than sixty (60) days prior to the commencement of each fiscal year, the Subcouncil or a committee appointed by the Subcouncil, shall estimate the total common expenses required for the operation and maintenance of the Pier Building and the Pier Building Limited Common Elements during the ensuing year, including particularly, but not by way of limitation, all sums required for the items set forth in Section 11-109.2 of the Condominium Act and all sums required to provide labor, materials, services, utilities and insurance for the operation, maintenance and care of the Pier Building and the Pier Building Limited Common Elements and the conveniences deemed desirable to the use and enjoyment thereof, together with a reasonable amount deemed necessary by the Subcouncil as an operating reserve for contingencies and an adequate reserve for repair and replacement of the Pier Building Limited Common Elements. Within fifteen (15) days thereafter, the Subcouncil shall notify each Unit Owner, in writing, of the proposed budget listing each expense for the coming fiscal year and such Unit Owner's proportionate share of the aggregate estimated common expenses, based on his percentage interest in the common profits and expenses and his percentage share of expenses for the Pier Building Limited Common Elements. On or about the succeeding 15th day of December, the Subcouncil shall at an open meeting finally determine and assess the common expenses, and formally levy against each Unit Owner his share thereof, in accordance with his percentage share of expenses for the Pier Building Limited Common Elements by noting the assessment

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and levy on the books of the Subcouncil and submitting a written billing of the Unit Owner for the sum due by him. The failure or delay of the Subcouncil to prepare an estimate or determine the common expenses for any year, or notify any Unit Owner of the total common expenses of the Subcouncil, or of such Unit Owner's proportionate share of the expenses, shall not in any manner constitute a waiver or release of the Unit Owner's obligation to pay his share of the common expenses whenever the same may be determined or assessed. In the absence of an annual determination of the common expenses or a formal assessment against the Unit Owners, each Unit Owner shall continue to pay the monthly installment due by him on the first day of each month of the last fiscal year in which an assessment or levy had been made, all subject to acceleration or modification by the Subcouncil.

(b) The Subcouncil shall establish and maintain a reasonable reserve operating fund and an adequate reserve repair and replacement fund. Such reserves shall be deposited in a special account, but may be invested in obligations fully guaranteed as to principal by the United States of America or the State of Maryland. Reserve funds are for the purpose of defraying extraordinary expenditures not originally included in the annual determination of common expenses; making repairs and replacements to the Pier Building Limited Common Elements; and paying any other costs agreed upon by the Unit Owners. All funds assessed for payment into, or otherwise credited to, the reserve operating fund or the reserve repair and replacement fund shall be deemed contributions to the capital of the Subcouncil made or to be made by the Unit Owners, and shall be shown on the balance sheet and other financial records of the Subcouncil as "paid in surplus," or its equivalent, to the end and intent that none of the reserve funds received or retained by the Subcouncil shall be considered as income for tax purposes.

(c) If the Subcouncil at any time determines that the common expenses assessed under paragraph (a) of this Section 1, or the reserve funds established under paragraph (b) of this Section 1, are inadequate, or that additional funds are otherwise required for the operation and maintenance of the Pier Building or Pier Building Limited Common Elements, it may assess such further sums, as common expenses, as it may deem necessary and levy the same against each Unit Owner in accordance with his percentage share in the Pier Building Limited Common Elements as provided in the Declaration. However, any expenditure made, other than those made because of conditions which, if not corrected, could reasonably result in a threat to the health or safety of the Unit Owners or a significant risk of damage to the Condominium, that would result in an increase in an amount of assessments for the current fiscal year in excess of fifteen percent (15%) of the budgeted amount previously adopted, such assessment shall have the assent of a majority of Owners, at a special meeting of the Subcouncil called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance of such meeting, which notice shall set forth the purpose of this meeting.

(d) Each Unit Owner shall be personally obligated to pay to the Subcouncil the common expenses or other expenses levied against him by the Subcouncil under any of the provisions of the Declaration or these Bylaws.

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(i) The annual assessment levied under the provisions of paragraph (a) of this Section 1 shall be paid in twelve (12) equal successive monthly installments, each installment to be equal to one-twelfth (1/12th) of the annual assessment, commencing on the first day of January of the fiscal year for which levied, and continuing on the first day of each and every succeeding month thereafter until fully paid. Upon default in the payment of any installment of said assessment on its due date, and notice to the Owner within 15 days of an Owner's failure to pay an installment that the full payment of the remaining assessment will be due and shall constitute a lien on his Unit if the Owner fails to pay the assessment within 15 days of the notice, then the entire unpaid principal balance thereof may be accelerated, at the option of the Subcouncil, so that said entire assessment for such fiscal year shall forthwith be due and payable.

(ii) Any additional assessment levied under the provisions of paragraph (c) of this Section 1, or under any other provision of these Bylaws, shall be due and payable fifteen (15) days after the date of levy of such assessment and notice thereof to the Unit Owner or Owners, or at such other time or times as may be provided by the Subcouncil in making the assessment.

(e) (i) Any charge or fine imposed by the Subcouncil shall be due and payable fifteen (15) days after the date of imposition and notice thereof to the Unit Owner or at such other time or times as may be provided by the Subcouncil in imposing the charge or fine, and such charge or fine shall be considered an assessment for the purposes of this Section 1, and, to the extent permitted by law, shall be enforceable in accordance herewith.

(ii) There shall be imposed on any delinquent assessment or installment, a late charge of Fifteen Dollars (\$15.00) or one tenth (1/10th) of the total amount of the delinquent assessment or installment, whichever is greater, provided the late charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least fifteen (15) calendar days.

(f) (i) The Subcouncil may impose a lien on a Pier Unit for any unpaid assessment levied against any Unit Owner under any of the provisions of this Section 1, or under any other provision of these Bylaws, together with interest thereon at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is lower, late charges, actual cost of collection, and reasonable attorneys' fees.

(ii) To create a lien as a result of the failure of the Unit Owner to pay an assessment, the Subcouncil within two years after the date the assessment becomes due, must give written notice to the Unit Owner. Such notice shall be sent to the Unit Owner at his last known address, by certified or registered mail, return, receipt requested, or in such other manner as is permitted under the Maryland Contract Lien Act, and shall be in such form as determined by the Subcouncil, provided that such notice complies with the provisions of the Maryland Contract Lien Act.

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(iii) If the Court orders a lien to be imposed pursuant to the procedures set forth in the Maryland Contract Lien Act, or if the Unit Owner against which a lien is intended to be imposed fails to file a complaint pursuant to the Maryland Contract Lien Act, the Subcouncil may file a statement of lien among the Land Records of Baltimore City in accordance with the Maryland Contract Lien Act.

(iv) By the acceptance of any title to, or ownership of, his Pier Unit, the Unit Owner shall be deemed to have expressly authorized creation, enforcement and foreclosure of the lien pursuant to the Maryland Contract Lien Act by the Subcouncil, in the same manner, and subject to the same requirements, as the foreclosure of mortgages on real property in this state, containing a power of sale or an assent to a decree, or both. The then president of the Subcouncil, acting as agent of the Subcouncil and the natural person authorized to exercise the power of sale on its behalf, shall have the absolute power, right and privilege to sell the Unit in accordance with the public general laws of the State of Maryland and the Maryland Rules of Procedure relating to foreclosure of mortgages, as such laws and rules are from time to time amended and supplemented; provided, however, that no action may be brought to enforce the lien except after ten (10) days written notice to the defaulting Unit Owner, given by certified mail, return receipt requested, at the address of the Unit Owner shown on the roster or books of the Subcouncil.

(v) Upon any sale hereunder of a Unit of a defaulting Unit Owner, the proceeds shall be applied as follows: first, to the payment of expenses incident to such sale, including a commission to the party making the sale; second, to the payment of the cost of any painting, papering, redecorating, floor finishing, repair or replacement which the Subcouncil deemed necessary or advisable to render the Unit marketable; third, to the payment of all claims of the Subcouncil against the defaulting Unit Owner, whether the same shall have matured or not; and fourth, the surplus, if any, to the defaulting Unit Owner, or to whomever may be entitled to the same.

(vi) The Subcouncil shall have the right both to institute suit for collection of the unpaid assessment and to enforce the lien of such assessment against the Unit of the defaulting Unit Owner, provided there be but one satisfaction of the claim. Further, the Subcouncil shall have the absolute right to suspend the voting rights of any defaulting Unit Owner at any meeting of the Subcouncil, following recordation of any Statement of Condominium Lien against his Unit, which suspension shall remain in full force and effect until the amount necessary to satisfy and release the lien has been paid.

(vii) The foregoing enumeration of the rights of the Subcouncil is made in furtherance of, and not in limitation of, the rights and remedies conferred by law upon the Subcouncil to collect the common expenses or enforce any lien against the Unit of a defaulting Unit Owner and is not intended, by mention of any particular right or remedy, to limit or restrict the Subcouncil, which shall have all powers and rights necessary or convenient for collection of the common expenses.

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(g) The Subcouncil shall, upon demand, furnish to any Unit Owner liable for any assessment, fine or other charge levied pursuant to the Bylaws (or to any other party legitimately interested in the same), or to any Mortgagee or person holding an interest in a Unit, a certificate in writing signed by an Officer of the Subcouncil or its agent, setting forth whether such assessment is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Twenty-five Dollars (\$25.00) may be levied in advance by the Subcouncil for each certificate so delivered.

Section 2. Maintenance and Repair.

(a) Every Owner shall perform promptly all cleaning, maintenance, repair and replacement work upon his Unit and upon any Pier Building Limited Common Element which he has the obligation to clean, maintain, repair and/or replace pursuant to the Declaration. Each Unit Owner shall be expressly responsible for the damages and liabilities that his failure to perform any work which he is obligated to perform may engender. If any Unit Owner defaults in the performance of any of his obligations under this paragraph (a), the Subcouncil may, but is in no manner required to, remedy such default, subject to all applicable provisions of the Condominium Act, and the Unit Owner responsible therefor shall pay the cost thereof to the Subcouncil promptly upon demand.

(b) All the repairs of internal installations of the Unit such as water, light, gas, power, sewerage, telephone, air conditioners, sanitary installations, lamps and all other accessories belonging the Unit shall be at the Owner's expense.

Section 3. Right of Entry. Each Owner hereby grants a right of entry to the Management Agent or to any other person authorized by the Subcouncil in case of any emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

Section 4. Rules and Regulations.

(a) The Subcouncil may from time to time promulgate Rules and Regulations for the Pier Building:

- (1) Each Unit Owner is mailed or delivered:
 - (i) A copy of the proposed rule;
 - (ii) Notice that Unit Owners are permitted to submit written comments on the proposed rule; and
 - (iii) Notice of the proposed effective date of the proposed rule;
- (2) (i) Before a vote is taken on the proposed rule, an open meeting is held to allow each Unit Owner or tenant to comment on the proposed rule:

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unless: (ii) The meeting held under this paragraph may not be held

1. Each Unit Owner receives written notice at least fifteen (15) days before the meeting; and

2. A quorum of the Subcouncil is present; and

(3) After notice has been given to Unit Owners as provided in this subsection, the proposed rule is passed at a regular or special meeting by a majority vote of those present and voting of the Subcouncil.

unless: (b) (1) The vote on the proposed rule shall be final

(i) Within fifteen (15) days after the vote to adopt the proposed rule, the Unit Owners entitled to cast fifteen percent (15%) of all votes of all Units sign and file a petition with the Subcouncil to adopt the proposed rule, calling for a special meeting;

(ii) A quorum of the Unit Owners of the Council attends the meeting; and

(iii) At the meeting, fifty percent (50%) of the Unit Owners present and voting disapprove the proposed rule, and the Unit Owners voting to disapprove the proposed rule are entitled to cast more than thirty-three percent (33%) of the total votes in the Subcouncil.

(2) During the special meetings held under paragraph (1) of this subsection, Unit Owners, tenants, and mortgagees may comment on the proposed rule.

(3) A special meeting held under paragraph (1) of this subsection shall be held:

(i) After the Unit Owners and any Mortgagees have at least fifteen (15) days written notice of the meeting; and

(ii) Within thirty (30) days after the day on which the petition is received by the Subcouncil.

(d) (1) Each Unit Owner or tenant may: request an individual exception to a rule adopted while the individual was the Unit Owner or tenant of the Pier Building.

(2) The request for an individual exception under paragraph (1) of this subsection shall be:

(i) Written;

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(ii) Filed with the Subcouncil:

(iii) Filed within thirty (30) days after the effective date of the rule (unless the Subcouncil, for good cause shown, shall grant permission for the late filing of such request).

(e) Each rule adopted under this section shall state that the rule was adopted under the provisions of Section 11-111 of the Condominium Act.

(f) Should any adopted Rules or Regulations contradict any provision of these Bylaws or the Declaration, as amended, then the provisions of the Bylaws or the Declaration shall take precedence.

ARTICLE VIII

INSURANCE

Section 1. Types and Amounts. The Council shall obtain hazard and premises liability insurance for the members of the Subcouncil, who shall share in the cost thereof as a common expense, all as more fully set forth in the Council By-Laws. The Subcouncil shall obtain to the extent available the following types and amounts of insurance, the expense of which shall be borne solely by the Pier Unit Owners as an expense of the Subcouncil:

(a) A fidelity bond or insurance coverage against dishonest acts on the part of such persons (including, by way of illustration and not limitation, Subcouncil members, Officers, trustees, agents, employees and volunteers) responsible for handling funds belonging to or administered by the Subcouncil. Such fidelity bond or insurance shall name the Subcouncil as the named insured or obligee and shall be written in an amount sufficient to provide protection that is not less than a sum equal to the amount of annual assessments due and payable during three (3) months on all Units plus the amount of reserve funds held by the Subcouncil. Notwithstanding the foregoing, in the event that FNMA or FHLMC, or both of them, increases or decreases the required amount of the fidelity bond or insurance to other than the amount set forth in the preceding sentence, and if that entity then holds a mortgage on any Unit in the Condominium, the Subcouncil shall change the amount of the fidelity bond or insurance to no less than the higher minimum amount required by either of such entities. In connection with such coverage, an appropriate endorsement shall be added to such policy or bond in order to cover any persons who serve without compensation, if such policy would not otherwise cover volunteers.

(b) Such workers compensation insurance as applicable laws may require.

(c) Such other insurance as the Subcouncil may deem advisable, or as is required by the Condominium Act.

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(d) The Subcouncil shall have the power by Rule and Regulation to require all Unit Owners to carry such types of insurance on their Units as the Subcouncil may reasonably require, including (without limitation) insurance on all portions of the Unit. All insurance carried by Unit Owners shall comply with the provisions of Section 2 hereof.

Section 2. Required Provisions. Insurance obtained by the Subcouncil shall be in accordance with the following provisions:

(a) All policies shall be written with a company licensed to do business in the State of Maryland and which meets or exceeds the minimum requirements for insurance carriers deemed acceptable by FNMA Sellers Guide, Insurance Requirements, as established from time to time.

(b) Exclusive authority to adjust losses under policies hereafter in force on the Condominium shall be vested in the Subcouncil or its authorized representative.

(c) Each Unit Owner may obtain additional insurance at his own expense; provided, however, that: (i) such policies shall not be invalidated by the waivers of subrogation contained in these Bylaws or the Declaration, and (ii) no Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount that the Subcouncil may realize under any insurance policy that the Subcouncil may have in force on the Property at any particular time.

(d) Any Unit Owner who obtains individual insurance policies covering any portion of the Property, other than (i) personal property belonging to such Owner or (ii) the individual Unit of such Owner, shall be required, within thirty (30) days after the purchase of such insurance, to file a copy of such individual policy or policies with the Subcouncil or, in lieu thereof, to provide the Subcouncil with whatever information about such policy or policies the Subcouncil may reasonably require.

(e) Each policy shall provide that the same may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Subcouncil (or ten days' prior written notice in the event of cancellation due to failure to pay premium), each (if any), to Mortgagees, and to each servicer that services an FNMA owned mortgage in the Condominium.

(f) With respect to the insurance policies issued to the Subcouncil and covering all or any part of the Condominium, the Subcouncil shall endeavor to cause such policies to provide that:

(i) the insurer waives its rights to subrogation as to any and all claims against the Subcouncil, any managing agent, the Unit Owners and their respective tenants, employees, agents, customers and quests;

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(ii) such policies cannot be cancelled, invalidated or suspended by means of the conduct of any one or more Unit Owners, all defenses based upon co-insurance or acts of the insured being waived by one of the insured parties, and in no event shall cancellation, material modification, invalidation or suspension for any reason be effected without at least thirty (30) days prior written notice to the Subcouncil, each Unit Owner and each Mortgagee named in the mortgage clause;

(iii) such policies cannot be cancelled, invalidated or suspended on account of the conduct of any Officer or employee of the Subcouncil or any managing agent employed by the Subcouncil without a prior demand in writing that the Subcouncil or such managing agent, as the case may be, cure the defect and without providing a reasonable period of time thereafter in which to cure same; and

(iv) any "no other insurance" clause in such policies shall not prohibit Unit Owners from obtaining insurance on their individual Unit provided such insurance policy conforms with the applicable requirements of this Section. In all events, the policies carried by the Subcouncil are primary in the event any Unit Owner has other insurance covering the same loss.

(g) Coverage may not be prejudiced by: (i) any act or negligence of one or more Unit Owners when such act or neglect is not within the control of the Subcouncil, or (ii) any failure of the Subcouncil to comply with any warranty or condition regarding any portion of the Condominium over which the Subcouncil has no control.

(h) All policies of property insurance shall provide that the insurer shall not elect either to restore damage or to pay a cash settlement in lieu thereof (1) without the prior written approval of the Subcouncil (or any Insurance Trustee), or (2) if the election made would be in conflict with the provisions of any Insurance Trust Agreement to which the Subcouncil may be a party or with any requirement of law.

(i) All insurers shall be required to issue certificates of insurance and all renewals thereof, and acknowledgement of payment of premiums, to any Unit Owner or Mortgagee upon request.

Section 3. Common Expense. Insurance premiums hereunder shall be a common expense to be paid by periodic assessments levied by the Subcouncil.

ARTICLE IX

DISPUTE RESOLUTION

If there be any dispute concerning rules and regulations or any other matter related to the Condominium, between the Subcouncil, or Management Agent of the Pier Building, if any, on the one part, and any Unit Owners on the other part, same shall be subject to the dispute settlement mechanism set forth in Section 11-113 of the Condominium Act, as amended from time to time.

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ARTICLE X

AMENDMENTS TO BYLAWS

The Bylaws may be amended in and only in the manner set forth in the Declaration and the Condominium Act.

ARTICLE XI

NOTICE TO ASSOCIATION OF MORTGAGEES

An Owner who mortgages his Unit, or his Mortgagee shall notify the Subcouncil through the Management Agent, if any, or the President of the Subcouncil in the event there is no Management Agent, of the name and address of the Mortgagee; and the Subcouncil shall maintain such information in a book entitled "Mortgagees of Units."

ARTICLE XII

COMPLIANCE

These Bylaws are set forth to comply with the provisions of the Condominium Act and the Declaration. In case any of these Bylaws conflict with the provisions of said statute or Declaration, it is hereby agreed and accepted that the provisions of said statute or Declaration will control. If any provisions of the Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby, and to this end, the provisions hereof are declared to be severable.

ARTICLE XIII

The resident agent for the Condominium shall also be the resident agent for the Subcouncil.

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THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned Maryland attorney.

Charles E. Brodsky

Charles E. Brodsky

Return to:

Charles E. Brodsky, Esquire
Gordon, Feinblatt, Rothman,
Hoffberger & Hollander
233 E. Redwood Street
Baltimore, Maryland 21202

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366.00

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001#0080 A *** SP/AST \$2.00
001#0080 A *** RECORD \$366.00
001#0080 A *** MISC # \$0.00

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