

AMENDMENT TO THE COUNCIL OF UNIT OWNERS OF THE SHEARWATER CONDOMINIUM ASSOCIATION, INC. BY-LAWS

As set forth herein, this Amendment is intended to amend and replace Article XI, Sections 1(a) and 1(b) of the By-laws of the Council of Unit Owners of the Shearwater Condominium Association Inc. which are recorded in liber 3471, folio 201 et seq. of the land records of Anne Arundel County, Maryland.

Article XI, Section 1(a) —Duty to Maintain—By the Council:

Except as provided in subsection b herein, [t]he Council of Unit Owners, acting by and through its Board of Directors, shall manage, operate, maintain, repair and replace the Condominium and the common elements, including, without limitation, any sidewalks, walkways, off-street parking, fenced area, pipes, curbs, gutters, storm drains or the like, appurtenant to the Condominium, regardless of whether the same may be designated as general or limited common elements herein or in the Condominium Plat and, for the benefit of the condominium units and the unit owners, shall enforce the provisions hereof, and shall pay out of the common expense fund herein elsewhere provided for the cost of managing, operating, maintaining, repairing and replacing the Condominium. The Council of Unit Owners and the Board of Directors shall also be responsible for the care, upkeep, and surveillance of the Condominium, and all portions of the units which contribute to the support of the building, excluding, however, the interior surfaces of all walls, floors and ceiling of a Unit and the exterior surface of any glass.

LR - Agreement Recording Fee 20.00
Grantor/Grantee Name: shearwater condo assn inc by
Reference/Control #: 11/04/2013 11:29 CC02-ME
LR - Agreement Surcharge 40.00
LR - Agreement Recording Fee - linked 0.00
SubTotal: 60.00
Total: 60.00
#2166338 CC0501 - Anne Arundel County/CC05.01.08 -

In the event any damage to any unit or common element should be caused by the deliberate or willful act of, or due to the negligence of any owner or his agent, lessee or invitee then in such case, the cost of repair shall be charged to the owner and if not promptly paid by the owner, shall become a lien on the unit of such owner and shall be enforced and collected as such.

Article XI, Section 1(b)—Duty to Maintain—By the Unit Owner:

Except for the portions of his Unit required to be maintained, repaired, or replaced by the Council, each Unit Owner's responsibility shall include, but not be limited to, the maintenance, repair, and replacement, at his own expense, of his Unit including but not limited to: any interior walls; interior surface of ceilings, walls, and floors; door locks and hardware; lighting fixtures,

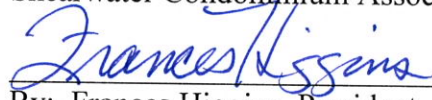
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CIRCUIT COURT A.A. COUNTY
2013 NOV - 4 P 1:12

kitchen and bathroom fixtures, appliances and equipment; water and sewage pipes located within the boundaries of the Unit or serving only that Unit; heating and/or air conditioning equipment which may be located outside the Unit which serves only that Unit. Each Unit Owner shall be responsible for the maintenance, but not the repair or replacement of the Limited Common Elements appurtenant to his Unit or otherwise assigned, deeded or within the exclusive use of the Unit Owner, including the balconies, balcony closet(s), decks, foyers and patios, entrance porches and stairs, garden areas, storage stalls, and such boat slips so designated as Limited Common Elements. Each Unit owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition, and repair and in a clean and sanitary condition, and shall do all redecorating, painting, and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. Unit Owners shall also maintain, but not replace or replace, the dryer ducts and chimney flues that serve exclusively their unit.

In addition, each Unit Owner shall be responsible for all damage to any and all Units, including his own, or to the Limited or General Common Elements resulting from his failure to maintain, repair or replace his Unit or his failure to maintain the Limited Common Elements for which he is required to maintain. In the event of such damage, the cost of repair or replacement shall be charged to the owner and if not promptly paid by the owner, shall become a lien on the unit of such owner and shall be enforced and collected as such. 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 defects or need for repairs for which the Board of Directors is responsible.

IN WITNESS WHEREOF, this Amendment to the By-laws of the Council of Unit Owners of the Shearwater Condominium Association, Inc. is declared to be the act of the Council of Unit Owners in accordance with Article XII, Section 1 of the By-laws.

Council of Unit Owners of the
Shearwater Condominium Association, Inc.

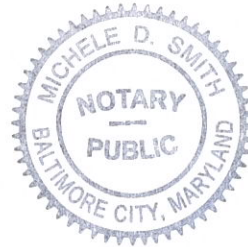

By: Frances Higgins, President

STATE OF MARYLAND, COUNTY OF City mds Baltimore TO WIT:

I HEREBY CERTIFY that on this 28th day of October, 2013, before me, the subscriber, a Notary Public for the state aforesaid, personally appeared Frances Higgins, President for Council of Unit Owners of the Shearwater Condominium Association, Inc., and acknowledged the foregoing to be the act of said Condominium and he further acknowledged and certified that he is the person specified in the By-laws to execute the amendment to the By-laws of the Condominium.

Michele D. Smith
Notary Public

My Commission Expires: 11/9/14



THIS IS TO CERTIFY that the within Amendment to the By-laws 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
The Law Office of John M. Oliveri
635 Bestgate Road, Suite 200
Annapolis, Maryland 21401
(410) 295-3000

CERTIFICATE OF SECRETARY
OF THE COUNCIL OF UNIT OWNERS OF
SHEARWATER CONDOMINIUM ASSOCIATION, INC
FILED PURSUANT TO SECTION 11-104 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 6 of the By-Laws of the Council of Unit Owners of the Shearwater Condominium Association, Inc. to count and record the votes at the meeting of the Council of Unit Owners of the Shearwater Condominium Association, Inc. held on February 18, 2013 and the continuance thereof.
2. That the amendment to Article XI, Sections 1(a) and 1(b) of the By-laws was duly approved by unit owners having the required percentage of votes at a meeting of the Council of Unit Owners of the Shearwater Condominium Association, Inc. held on February 18, 2013 and the continuance thereof to April 15, 2013, such vote being reaffirmed as set forth herein and shall be effective upon recordation.
3. That the amendment to Article XI, Sections 1(a) and 1(b) of the By-laws of the Council of Unit Owners of the Shearwater Condominium was approved by seventy-three (73) unit owners representing over seventy-six (76%) percent of the total votes of the Council of Unit Owners, with twelve (12) unit owners voting against the amendment and two (2) unit owners abstaining therefrom.
5. As of February 18, 2013, there were ninety-three (93) unit owners, all of which were eligible to vote on the proposed amendment.
6. The amendment to Article XI, Sections 1(a) and 1(b) was approved by seventy-six and seventy-four hundredths (76.74%) percent of the unit owners of the Council of Unit Owners of the Shearwater Condominium Association, Inc.

Council of Unit Owners of
Shearwater Condominium Association, Inc.

Barbara D. Britt

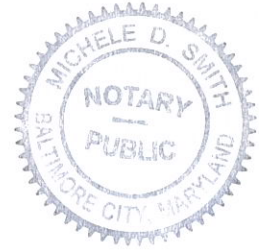
By: Barbara Britt, Secretary

STATE OF MARYLAND, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 28th day of October, 2013, before me, the subscriber, a Notary Public for the state aforesaid, personally appeared Barbara Britt,- Secretary for Council of Unit Owners of the Shearwater 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 Article XII, Section 1 of the By-Laws.

Michele D. Smith
Notary Public

My Commission Expires: 11/9/14



AMENDMENT TO THE COUNCIL OF UNIT
OWNERS OF THE SHEARWATER CONDOMINIUM
ASSOCIATION, INC. BY-LAWS

State of Maryland Land Instrument Intake Sheet

Baltimore City County: Anne Arundel

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only. (Type or Print in Black Ink Only--All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions (if applicable)

4 Consideration and Tax Calculations
Consideration Amount
Finance Office Use Only
Transfer and Recordation Tax Consideration

5 Fees
Amount of Fees
Doc. 1
Doc. 2
Agent:
Tax Bill:
C.B. Credit:
Ag. Tax/Other:

6 Description of Property
SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Doc. 2 - Grantor(s) Name(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)
New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed
Doc. 1 - Additional Names to be Indexed (Optional)
Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: John M. Oliveri, Esq.
Firm: Oliveri & Associates, LLC
Address: 635 N. Bestgate Road, Suite 200
Annapolis, Maryland 21401
Phone: (410) 295-3000

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Will the property being conveyed be the grantee's principal residence?
Does transfer include personal property? If yes, identify:
Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment Use Only - Do Not Write Below This Line
Terminal Verification
Agricultural Verification
Whole
Part
Tran. Process Verification
Transfer Number
Date Received:
Deed Reference:
Assigned Property No.: