

SNOWDEN OVERLOOK COMMUNITY ASSOCIATION, INC.
BY-LAWS

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COMMUNITY BY-LAWS
of
SNOWDEN OVERLOOK COMMUNITY ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the Association (as such term is hereinafter defined) is SNOWDEN OVERLOOK COMMUNITY ASSOCIATION, INC. (hereinafter referred to as the "Association"). The Association is organized under the Maryland Corporations and Associations Article of the Maryland Annotated Code as a nonprofit membership corporation. The principal office of the Association shall be located c/o Comanco, Inc., 2139 Defense Highway, Crofton, Maryland 21114.

The Community Board is hereby granted full power and authority to change the principal office from one location to another within Howard County.

ARTICLE II
DEFINITIONS

2.1. Declaration. The "Declaration" shall mean, collectively, the Declaration of Covenants, Conditions and Restrictions of Snowden Overlook Community Association, Inc. recorded or intended to be recorded in the Land Records of Howard County, Maryland and any amendments or supplements recorded or to be recorded pursuant thereto.

2.2. Other Definitions. Each and every definition set forth in the Declaration shall have the same meaning herein as therein, and each and every such definition is incorporated by reference and made a part of these Community By-Laws as if once again fully written and set forth at length herein.

ARTICLE III
MEMBERS

The qualifications for membership, the classes of membership and the voting rights of Members through Members shall be as set forth in the Declaration, all of which provisions are hereby incorporated by reference as if set forth in full herein. The provisions of these Community By-Laws, which are binding upon all Members, are not exclusive, as Members shall also be subject to the terms and provisions of the Community Articles, the Declaration and the Community Association Rules, if any.

ARTICLE IV
MEETINGS OF MEMBERS

4.1. Annual Meetings. The first annual meeting of the Members and each subsequent regular annual meeting of the Members shall be held at the times described in Section 4.2. of the Declaration; at a time and place within the State of Maryland selected by the Community Board. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

4.2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Community Board, or upon written request of the Members who are (i) entitled to vote one-third of all of the votes of the Class A membership, or (ii) entitled to vote one-third of all of the votes of the Class B membership.

4.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Community Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4.4. Quorum. The presence at the meeting of Members or of proxies entitled to cast ten percent (10%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Community Articles, the Declaration, these Community By-Laws or applicable law. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

4.5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Condominium Unit.

ARTICLE V COMMUNITY DIRECTORS

5.1. Number. The Community Board shall consist of three (3) or five (5) members; provided, however, that during the Development Period, the Directors may be selected solely by Declarant, unless Declarant decides not to select any of the Community Directors before the end of the Development Period, in accordance with the Declaration. In addition, during the Development Period, there may be four (4) members of the Community Board selected by Declarant. Initially, the member shall be John Meade, Earl Robinson, John White and Cindy Huntzberry. Thereafter, the number of Community Directors shall be determined by a majority vote of the Community Directors at the annual meeting or special meeting of Community Directors and the number of Community Directors may be changed by a majority vote of the Community Directors at any subsequent annual or special meeting of the Community Directors.

5.2. Nomination of Community Directors. After the end of the Development Period, or earlier if Declarant decides, nomination for election to the Community Board shall be made by a nominating committee. Nominations may also be made by written nomination signed by a Class A Member, or by a Class B Member in accordance with the provisions of these Community By-Laws, and presented to the Secretary of the Association at least thirty (30) days before the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Community Director, and two or more Members. The Nominating Committee shall be appointed by the Community Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the

Community Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

5.3. Election and Term of Office. Subject to the provisions of Article IV of the Declaration, the Community Directors shall be elected at each annual meeting of Members. The term of office of the Community Directors shall be on a staggered basis as provided for herein. At the first annual meeting, the Members shall elect each of the Community Directors; unless such meeting occurs during the Development Period in which event the Declarant may select some or all of the Community Directors, as provided in Section 4.3 of the Declaration. If there are three (3) Community Directors specified, the Community Director who receives the highest number of votes shall serve for a term of three (3) years; the Community Director receiving the next highest number of votes shall serve for a term of two (2) years; and the remaining Community Director shall serve a term of one (1) year. If there are five (5) Community Directors specified, the two (2) Community Directors who receive the highest number of votes shall serve for a term of three (3) years; the two (2) Community Directors receiving the next highest number of votes shall serve for a term of two (2) years; and the remaining Community Director shall serve a term of one (1) year. Successor Community Directors shall be elected at the next annual meeting corresponding with the expiration of the terms and if any such annual meeting is not held, or if Community Directors are not elected thereat, the Community Directors may be elected at any special meeting of Members held for that purpose.

Election to the Community Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Community Articles. The persons receiving the largest number of votes shall be elected.

This Section 5.3. is expressly made subject to Article IV of the Declaration.

5.4. Removal of Community Directors. At any special meeting of the Members of which notice has been properly given as provided in these Community By-Laws, the entire Community Board or any individual Community Director may be removed from office as hereinafter set forth, provided that the same notice of said special meeting has also been given to said entire Community Board or any individual Community Director whose removal is to be considered at said special meeting. The entire Community Board or any individual Community Director may be removed from office by a majority of the affirmative votes cast in the voting on any motion or resolution for removal. However, unless the entire Community Board is removed, an individual Community Director shall be removed prior to the expiration of his term of office if the number of votes cast against the motion or resolution for his removal would be sufficient to elect the Community Directors if voted cumulatively at an election at which the same total number of votes were cast and the entire number of Community Directors authorized at the time of the most recent election of the Community Directors were then being elected. Upon any such motion or resolution for removal, every Member may cumulate his vote or votes, as the case may be, in the same manner as provided for the election of the Community Directors may be elected at the same meeting.

5.5. Vacancies. During the Development Period, any vacancies on the Community Board shall be filled by Declarant. After the Development Period, vacancies on the Community Board may be filled by a vote of a majority of the Community Directors, though less than a quorum, and each Community Director so elected shall hold office until his successor is elected at an annual meeting of Members, or at a special meeting called for that purpose. A vacancy or vacancies shall be

deemed to exist in case of the death, resignation or removal of any Community Director. If the Members shall increase the authorized number of Community Directors but shall fail to elect the additional Community Directors as provided for at the meeting at which such increase is authorized, or at an adjournment thereof, or in case the Members, fail to at any time elect the full number of the authorized Community Directors, a vacancy or vacancies shall be deemed to exist. The Members may at any time elect Community Directors and may elect the additional Community Directors at the meeting at which an amendment of the Community By-Laws is voted authorizing an increase in the number of Community Directors.

5.6. Resignation. If any Community Director tenders his resignation to the Community Board, the Community Board shall have the power to elect a successor to take office at such time as the resignation shall become effective. No reduction of the number of Community Directors shall have the effect of removing any Community Director from office prior to the expiration of his term of office.

5.7. Organizational Meeting of the Community Directors. Immediately following each annual meeting of the Members, the Community Board shall hold a regular meeting for the purpose of organization, election of officers and the transaction of other business. Notice of such meeting is hereby dispensed with.

5.8. Other Regular Meetings. Other regular meetings of the Community Board may be held without notice at such place and day and hour as may be fixed from time to time by resolution of the Community Board; provided, however, should said day fall upon a legal holiday, then the meeting which otherwise would be held on said day shall be held at the same time on the next day hereafter ensuing which is not a legal holiday. Notice of all such regular meeting shall be posted at a prominent place or places within the Community Common Area. Notice of the time and place of any such meeting shall be communicated to the Community Board not less than four (4) days prior to the meeting; provided, however, that notice of a meeting need not be given to any member of the Community Board who has signed a waiver of notice or a written consent to a holding of the meeting.

5.9. Special Meetings Notice. Special meetings of the Community Board may be called at any time by the President or if he is unable or refuses to act, by any Vice President, or by any two (2) Community Directors, after not less than ten (10) days prior notice to each Community Director which notice shall specify the time and place of the meeting and the nature of all special business to be considered. The notice shall be posted in the manner prescribed for notice of regular meetings not less than seventy-two (72) hours prior to the scheduled time of the meeting; provided, however, that notice of a meeting need not be given to any member of the Community Board who has signed a waiver of notice or a written consent to a holding of the meeting.

5.10. Waiver of Notice. The transaction of any business at any meeting of the Community Board, however called and noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the Community Directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waiver, consents or approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.

5.11. Quorum of Community Directors. During the time when all Community Directors are appointed by Declarant, all such Community Directors must be present to constitute a quorum. After such time, a majority of the number of Community Directors as fixed by the Community Board shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision made or done by a majority of the Community Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Community Board, other than as set forth in the Declaration.

5.12. Adjournment. A quorum of the Community Directors may adjourn any Community Board meeting to adjourn at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the Community Directors present at any Community Board meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Community Board.

5.13. Conduct of Meetings. Except as otherwise provided in Section 11B-111 of the Real Property Article, Annotated Code of Maryland, all meetings of the Community Board shall be open and all Members of the Association shall be given reasonable notice of all regularly scheduled open meetings.

5.14. Consent of Board Obviating Necessity of Meeting. Notwithstanding anything to the contrary contained in these Community By-Laws, any action required or permitted to be taken by the Community Board may be taken without a meeting if all members of the Community Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Community Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Community Directors.

5.15. Fees and Compensation. No Community Director or officer shall receive any salary for his services as such officer or Community Director; provided, however, any Community Director may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties. Nothing herein contained shall be construed to preclude any Community Director or officer from serving the Association as agent, counsel or in any capacity other than as such Community Director or officer, and receiving compensation therefor.

5.16. Presiding Officer. The members of the Community Board shall elect one of their members to act as Chairperson. The Chairperson shall preside at all meetings of the Community Board.

5.17. Records. The Community Board shall cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at annual meetings of Members or at any special meeting where such statement is requested in writing by one-fourth (1/4th) of the Members entitled to vote thereat.

5.18. Powers. The Community Board shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Community Common Area, including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of any recreational facilities located on any Community Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations or any provisions of the Declaration;

(c) exercise for the Association all powers, duties and authority vested in or Members to this Association and not reserved to the membership by other provisions of these Community By-Laws, the Community Articles or the Declaration;

(d) declare the office of a member of the Community Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Community Board; and

(e) employ a manager, independent contractor, or such other individuals, entities or employees as they deem necessary and to prescribe their duties.

Every Community Director of the Association will have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The foregoing right of inspection includes a right to make extracts and copies of documents.

5.19 Duties. It shall be the duty of the Community Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by one-third ($\frac{1}{3}$) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Condominium Unit at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Member subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose the lien against any Condominium Units for which assessments are not paid within thirty (30) days after the due date thereof or to bring an action at law against the Member and/or Owner(s) of the Condominium Unit(s) obligated to pay the same;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Community Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and

(g) cause to be maintained the Community Common Area and any other areas shown on the Plat that may be owned by governmental entities who are not maintaining such areas.

ARTICLE VI OFFICERS

6.1. Officers. The officers shall be a President, Vice President, a Secretary and a Treasurer, which officers shall be elected by and hold office at the pleasure of the Community Board. The President and the Vice-President shall be members of the Community Board. Any of the other officers may, but need not, be a member of the Community Board. Any two or more of such offices, except those of President and Secretary, may be held by the same person. Notwithstanding the foregoing, during the Development Period there may be two (2) officers serving on behalf of the Association, one person serving as a President and the other person serving as a Secretary/Treasurer.

6.2. Election. The officers of the Association, except such officers as may be appointed in accordance with Section 6.3 or 6.5, shall be chosen annually by the Community Board, and each shall hold his office until he shall resign or shall be removed or otherwise be disqualified to serve or until his successor shall be elected and qualified.

6.3. Subordinate Officers. The Community Board may appoint such officers as the business of the Association may require each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Community By-Laws or as the Community Board may from time to time determine.

6.4. Removal and Resignation. Any officer may be removed, either with or without cause, by the vote of a majority of all the Community Directors then in office at any regular or special meeting of the Community Board at which a quorum is present. Any officer may resign at any time by giving written notice to the Community Board or to the President or to the Secretary of the Community Association. Subject to the provisions of this Section, any such resignations shall take effect as of the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause may be filled by appointment of the Community Board.

6.6. President. The President shall be the chief executive of the Association and shall, subject to the control of the Community Board and the provisions of the Declaration have general supervision, direction and control of the business and officers of the Association. The President may, but need not, be the Chairperson of the Board. The President shall be an ex-officio member of all standing committees, if any, and shall have the general powers and duties of management usually vested in the office of the President of a corporation, and shall have such other powers and

duties as may be prescribed by the Community Board or these Community By-Laws. Without limiting the generality of the foregoing, the President shall sign all leases, mortgages, deeds of trust and other written instruments and shall co-sign all checks and promissory notes of the Association.

6.7. Vice President. In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the office of President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for such person by the Community Board of these Community By-Laws.

6.8. Secretary. The Secretary shall keep, or cause to be kept a book of minutes at the principal office or such other place as the Community Board may order, of all meetings of Community Directors and Members, with the time and place of the holding of same, whether regular or special and if special, how authorized, the notice thereof given, the names of those present or represented at Members' meetings and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office, a register showing the information required by the Community Board. The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Community Board required by these Community By-Laws or by law to be given, and the Secretary shall keep the seal of the Association in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Community Board or by these Community By-Laws.

6.9. Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association. The books of account shall, at all reasonable times, be open to inspection by any Community Director or by any Member. The Treasurer shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Community Board.

The Treasurer shall disburse the funds of the Association as may be ordered by the Community Board, shall render to the President and Community Directors, whenever they request it, an account of all his transactions as Treasurer and of the financial condition of the Association, shall co-sign all checks and promissory notes of the Association and shall have such other powers and perform such other duties as may be prescribed by the Community Board or these Community By-Laws. Withdrawal of funds from the Reserve Fund shall require the signatures of two members of the Community Board.

ARTICLE VII AMENDMENTS

7.1. Prior to Termination of Class B Votes. Prior to termination of Class B Membership these Community By-Laws may be amended only with the vote or written consent of Declarant and Buildar and of Members entitled to cast at least fifty-one percent (51%) of the voting power residing in Members other than Declarant. In addition to the foregoing, so long as there is a Class B membership in the Association, any amendment to these Community By-Laws shall require the prior approval of the Veterans Administration if any of the property is insured or guaranteed by the Veterans Administration. A draft of any amendment should be submitted to the Veterans Administration for its approval prior to its approval by the Members.

7.2. Subsequent to Termination of Class B Votes. Subsequent to termination of Class B Membership these Community By-Laws may be amended only with the vote or written consent of Members entitled to cast at least fifty-one percent (51%) of the voting power. Notwithstanding anything to the contrary set forth in this Article VII, the percentage of Snowden Overlook Voting Power or of members other than the Declarant necessary to amend a specific clause or provisions in these Community By-Laws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision.

ARTICLE VIII **COMMITTEES**

A Nominating Committee shall be established as provided in these Community By-Laws. In addition, the Community Board shall appoint such other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Community Articles and the Community By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X **INDEMNIFICATION OF OFFICERS AND COMMUNITY DIRECTORS**

The Association shall indemnify, defend and hold every officer and Community Director of the Association harmless from and against any and all expenses, including counsel fees, reasonably incurred by or imposed upon an officer or Community Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Community Board of the Association), to which he may be made a party by reason of being or having been an officer or Community Director of the Association, whether or not such person is an officer or Community Director at the time such expenses are incurred. The officers and Community Directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officer and Community Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify, defend and forever hold each such officer and Community Director free and harmless from and against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Community Director of the Association or former officer or Community Director of the Association may be entitled.

ARTICLE XI **HOUSING FOR OLDER PERSONS**

Section 1. As provided in the Declaration, the Property is intended to qualify as Housing for Older Persons ("HOPA") under the Fair Housing Acts (as defined in the Declaration), as amended from time to time. The Community is intended to constitute housing intended and operated for occupancy by at least one person fifty-five (55) years of age or older per Condominium Unit, to

the extent required by the federal Fair Housing Act, 42 U.S.C. Section 3601, et seq., Art. 49B Section 19 et seq., of the Annotated Code of Maryland and applicable Howard County regulations, as such laws are amended from time to time (collectively, the "Fair Housing Acts"). Except as provided herein, occupancy of any Condominium Unit shall be in accordance with the Fair Housing Acts. The Community Association shall also comply with the rules issued by HUD for the verification of occupancy.

Section 2. Subject to the Fair Housing Acts, a Qualifying Resident who is nineteen (19) years of age or older may continue to occupy a Condominium Unit, with Community Board approval, following the death or departure, by reason of divorce or incapacity, of the Age Qualified Resident. Persons nineteen (19) years of age or older (a "Permitted Resident") may occupy a Condominium Unit with an Age Qualified Resident without the approval of the Community Board, so long as the Age Qualified Resident at all times resides in the Condominium Unit with such Permitted Resident. Notwithstanding anything to the contrary contained herein, no Condominium Unit may be occupied by any person under the age of nineteen (19) years unless such person is (i) necessary to provide a reasonable accommodation to a handicapped Age Qualified Resident or Qualifying Resident, or (ii) is a handicapped dependent of an Age Qualified Resident or Qualifying Resident, to the extent required by the provisions of the Fair Housing Acts. Nothing contained in this Section shall be deemed to prohibit the visitation by persons not otherwise permitted to occupy a Condominium Unit (including persons under the age of nineteen (19)) who are the family members or guests of the owner or occupant of a Condominium Unit, provided that such visitation shall not be for more than sixty (60) days in any calendar year.

For purposes herein, "Qualifying Resident" shall mean an occupant of a Condominium Unit who meets one of the following requirements:

- was residing with the Age Qualified Resident in the Condominium Unit prior to the death or departure, by reason of divorce or incapacity, of the Age Qualified Resident;

- was residing with the Age Qualified Resident in the Condominium Unit prior to the placement of the Age Qualified Resident in a facility for the care of the elderly or the disabled; or

- was the spouse of the Age Qualified Resident and was residing with the Age Qualified Resident in the Condominium Unit prior to the dissolution of the marriage with the Age Qualified Resident.

Section 3. (A) Each Owner shall be obligated, at least annually, to provide affidavits, under oath, to the Community Association, upon the Community Association's request and within thirty (30) days following such written request. Such affidavit shall be executed by the Owner in the form and content as set forth on Exhibit "A" attached. Accompanying such affidavit shall be a copy of any one of the following documents, which shall evidence the age of the occupants and such documentation shall be as follows:

- (a) Driver's License;
- (b) Birth Certificate;
- (c) Passport;
- (d) Immigration Card;

(e) Military Identification;

(f) Any other state, local, national, or international official documents containing a birth date of comparable reliability; or

(g) A certification in a Lease, application, affidavit, or other document signed by any member of the household aged 19 or older asserting that at least one person residing in the Condominium Unit is 55 years of age or older or otherwise qualifies for occupancy.

(2) be required to comply with these verification requirements and upon their failure to do so the Community Association may impose a fine of \$50.00 for each refusal and may also enforce these provisions by specific performance in any appropriate court of law.

(3) authorize the Community Association to submit such evidence of age into evidence in any administrative or judicial proceeding for verifying occupancy.

(B) All sales contracts and/or leases shall provide above a signature line the following statement:

"The undersigned (Lessee) (Purchaser) hereby certifies that the dwelling unit will be occupied by at least one person 55 years of age or older or other party who qualifies for occupancy under the Condominium Declaration."

Section 4. The Community Association will adhere to the following:

(a) Posting and maintenance of signage in Community Common Area indicating that the Property is 55 or older housing;

(b) Any lease for any Condominium Unit must include a statement that the Property is operated housing for 55 or older persons;

(c) A summary of occupancy survey shall be available for inspection upon reasonable notice and request by any person;

(d) Maintenance and consistent application of procedures relevant to the intention of the Property to be operated as housing for persons 55 and older; and

(e) Promulgation of rules and regulations as necessary to continued operation of the Property as housing for persons 55 or older; and

(f) Notwithstanding the refusal of an Owner to verify the occupant's age, the Community Association may consider the Condominium Units to be occupied by at least one person 55 years of age or older provided the Community Association has obtained some evidence to support such belief, which evidence may include:

(i) Government records or documents such as local household census;

(ii) Prior forms or applications; or

(iii) A statement from an individual who has personal knowledge of the age of the occupants. The individual statement must set forth the basis for such knowledge and be signed under penalty of perjury.

Section 5. The provisions contained in this Article XI shall be supplementary to those provisions contained in the Declaration regarding age restrictions.

ARTICLE XII
GENERAL PROVISIONS

11.1. Checks, Drafts, etc. All checks, drafts, or other order for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by the President and Treasurer and in such manner, as from time to time, shall be determined by resolution of the Community Board.

11.2. Community Contracts, etc.; How Executed. The Community Board, except as otherwise provided in these Community By-Laws, may authorize any officer or officers, agent or agents to enter into any contract or execute any instrument permitted under the Community Declaration or these Community By-Laws in the name and on behalf of the Community Association, and such authority may be general or confined to specific instances; and unless so authorized by the Community Board, no officer, agent, or employee shall have any power of authority to bind the Community Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

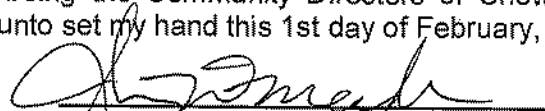
11.3. Singular Includes Plural. Wherever the context of these Community By-Laws requires same, the singular shall include the plural and the masculine shall include the feminine.

11.4. Fiscal Year. Unless otherwise selected by the Community Board, the fiscal year of the Community Association shall begin on the first day of January and end on the 31st day of December of every year, except that the fiscal year shall begin on the date of incorporation.


11.5. Conflicts. In the case of any conflict between the Community Articles and these Community By-Laws, the Community Articles shall control; and in the case of any conflict between the Declaration and these Community By-Laws, the Declaration shall control.

11.6. Absentee Ballots. The Community Board may make such provisions as it may consider necessary or desirable for absentee ballots.


IN WITNESS WHEREOF, we, being the Community Directors of Snowden Overlook Community Association, Inc., have hereunto set my hand this 1st day of February, 2005.



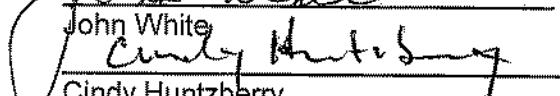
John Meade



Earl Robinson



John White



Cindy Huntzberry

CERTIFICATE OF SECRETARY

The undersigned, Secretary of Snowden Overlook Community Association, Inc., a Maryland nonprofit corporation does hereby certify that the foregoing Community By-Laws were duly adopted by the Community Board of said Association on February 1, 2005, and that they now constitute Snowden Overlook Community Association, Inc. Community By-Laws.

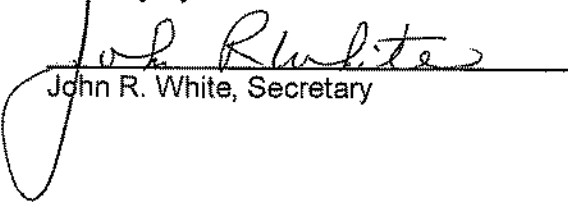

John R. White, Secretary

EXHIBIT "A"

SNOWDEN OVERLOOK

OWNER-OCCUPANT CERTIFICATION

1. Snowden Overlook (the "Property") is intended to constitute housing intended and operated for ownership and occupancy by at least one person fifty-five (55) years of age or older per Condominium Unit, to the extent required by and not inconsistent with the Federal Fair Housing Act, 42 U.S.C. § 3601, et seq., Art. 49B § 19 et seq., of the Annotated Code of Maryland, as such laws are amended from time to time, and applicable Howard County regulations (collectively, the "Fair Housing Acts"). Each Condominium Unit in the Property must be owned and occupied by at least one person fifty-five (55) years of age or older unless otherwise provided by the Fair Housing Acts and/or the Declaration of Covenants, Conditions and Restrictions for the Property (the "Declaration"). Subject to the Fair Housing Acts, a Qualifying Resident who is nineteen (19) years of age or older may continue to occupy a home, without approval of the Board of Directors, following the death or departure, by reason of divorce or incapacity, of the Age Qualified Resident. Persons nineteen (19) years of age or older (a "Permitted Resident") may occupy a home with an Age Qualified Resident, without the approval of the Board of Directors, so long as the Age Qualified Resident at all times resides in the home with the Permitted Resident. In addition, no home may be occupied by any person under the age of nineteen (19) years unless such person is (i) necessary to provide a reasonable accommodation to a handicapped Age Qualified Resident or Qualifying Resident or (ii) is a handicapped dependent of an Age Qualified Resident or Qualifying Resident, to the extent required by the provisions of the Fair Housing Acts. Subject to the Fair Housing Acts, a Qualifying Resident who is nineteen (19) years of age or older may continue to occupy a Condominium Unit, with Community Board approval, following the death or departure, by reason of divorce or incapacity, of the Age Qualified Resident. Persons nineteen (19) years of age or older (a "Permitted Resident") may occupy a Condominium Unit with an Age Qualified Resident without the approval of the Community Board, so long as the Age Qualified Resident at all times resides in the Condominium Unit with such Permitted Resident.

For purposes herein, "Qualifying Resident" shall mean an occupant of a Condominium Unit who meets one of the following requirements:

- was residing with the Age Qualified Resident in the Condominium Unit prior to the death or departure, by reason of divorce or incapacity, of the Age Qualified Resident;

- was residing with the Age Qualified Resident in the Condominium Unit prior to the placement of the Age Qualified Resident in a facility for the care of the elderly or the disabled; or

- was the spouse of the Age Qualified Resident and was residing with the Age Qualified Resident in the Condominium Unit prior to the dissolution of the marriage with the Age Qualified Resident.

2. I, _____ (name), am at least nineteen (19) years of age and a member of the household that resides at the address listed below within _____. I hereby certify that I have personal knowledge of the ages of the occupants of this household and that (check applicable response).

____ A. At least one owner/occupant is fifty-five (55) years of age or older. All other owners/occupants of the household are at least nineteen (19) years of age or any owners/occupants of the household who are under nineteen (19) years of age are necessary, to the extent required by the provisions of

the Fair Housing Acts, to provide (i) a reasonable accommodation to a handicapped Age Qualified Resident or Qualifying Resident or (ii) is a handicapped dependent of an Age Qualified Resident or Qualifying Resident, to the extent required by the provisions of the Fair Housing Acts.

_____ B. At least one owner/occupant is fifty-five (55) years of age or older. However, at least one owner/occupant of the household is under nineteen (19) years of age and at least one of such owner(s)/occupant(s) under nineteen (19) years of age is (are) not necessary, to the extent required by the provisions of the Fair Housing Acts, to provide (i) a reasonable accommodation to a handicapped Age Qualified Resident or Qualifying Resident or (ii) is a handicapped dependent of an Age Qualified Resident or Qualifying Resident, to the extent required by the provisions of the Fair Housing Acts.

_____ C. At least one owner/occupant is not fifty-five (55) years of age or older, however, at least one owner/occupant is a Qualifying Resident. All other owners/occupants of the household are at least nineteen (19) years of age or any residents of the household who are under nineteen (19) years of age are necessary, to the extent required by the provisions of the Fair Housing Acts, to provide (i) a reasonable accommodation to a handicapped Age Qualified Resident or Qualifying Resident or (ii) is a handicapped dependent of an Age Qualified Resident or Qualifying Resident, to the extent required by the provisions of the Fair Housing Acts.

_____ D. At least one owner/occupant is not fifty-five (55) years of age or older, however, at least one owner/occupant is a Qualifying Resident. At least one owner/occupant of the household is under nineteen (19) years of age and at least one of such owner(s)/occupant(s) under nineteen (19) years of age is (are) not necessary to provide (i) a reasonable accommodation to a handicapped Age Qualified Resident or Qualifying Resident or (ii) is a handicapped dependent of an Age Qualified Resident or Qualifying Resident, to the extent required by the provisions of the Fair Housing Acts.

Condominium Unit Address: _____

I hereby further certify under the penalties of perjury that the facts stated in this certification are true and correct to the best of my knowledge, information and belief.

(Owner-Occupant's Signature)

(Print Name)

(Date)