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## APPROVED BYLAW AMENDMENT

TO: KING FARM VILLAGE CENTER CONDOMINIUM II  
UNIT OWNERS

FROM: SHIREEN AMBUSH, PROPERTY MANAGER 

DATE: JUNE 20, 2017

As all unit owners were previously notified, the Special Meeting for purpose of voting on the proposed Bylaw amendments pertaining to leasing of units was re-convened on June 6, 2017. At this meeting, unit owners constituting 68.41% of the membership voted in favor of the proposed Bylaw amendments; hence they were passed and become effective immediately.

A copy of the final, approved Bylaw amendment to Section 5.14(h) of the Bylaws is attached for your records. If you should have any questions regarding this matter, feel free to contact me directly at [sambush@abarisrealty.com](mailto:sambush@abarisrealty.com). Thank you for your attention to this matter.

**AMENDMENT OF THE BYLAWS OF THE COUNCIL OF UNIT OWNERS OF  
KING FARM VILLAGE CENTER CONDOMINIUM II**

THIS AMENDMENT to the BYLAWS OF THE COUNCIL OF UNIT OWNERS OF KING FARM VILLAGE CENTER CONDOMINIUM II, (the "Association"), is made and entered into this 6th day of June, 2017, by the Board of Directors for the Association.

WHEREAS, the Bylaws of the Council of Unit Owners of King Farm Village Center Condominium II (the "Bylaws") were attached as Exhibit "B" to the Declaration of Condominium for King Farm Village Center Condominium II, which was filed in the Land Records for Montgomery County, Maryland ("Land Records") on June 12, 2002 at Liber 21256 at folio 023 *et seq.*, as amended, supplemented or modified from time to time (the "Declaration"); and

WHEREAS, Article 13, Section 13.6 of the Bylaws provides that the Bylaws may be modified or amended in accordance with Section 11-104(e) of the Maryland Condominium Act (the "Act"). Section 11-104(e) of the Act provides that the Bylaws may be amended by the affirmative vote of Unit Owners having at least sixty six and two thirds percent (66 2/3%) of the votes in the Association; and

WHEREAS, at a meeting held on June 6, 2017 Unit Owners representing at least sixty six and two thirds percent (66 2/3%) of the votes in the Association affirmatively voted to amend Article 5, Section 5.14(h) of the Bylaws to establish additional restrictions on the rental of Units in the Condominium; and

NOW THEREFORE pursuant to the requisite vote of the Unit Owners as stated above, the Association hereby amends Article 5, Section 5.14(h) of the Bylaws as follows:

1. Article 5, Section 5.14(h) is hereby deleted in its entirety and replaced with the following:

Section 5.14(h).

(i) Beginning on the date of the recordation of this Amendment, in an effort to protect the property values of the Units, marketability for potential resales and to improve the effectiveness of the operation and governance of the Association, there shall be a limitation on the number of Units in the Association that may be leased to tenants at any given time. No more than twelve (12) Units may be leased simultaneously. A "lease" or "rental," as used herein, does not include any arrangement where the child, parent, sibling, grandparent, aunt, uncle, cousin, nephew or niece of a Unit Owner occupies the Unit, or if the Unit Owner resides in the Unit with one or more rent paying roommates. Units may be leased on a first come, first served basis upon prior request to the Board of Directors for approval to offer the Unit for rent or to advertise the Unit for rent. However, if at the time of this Amendment, there are more than twelve (12) Units in the Association that are being rented, all of such leased Units may continue to be leased until the current tenant(s) vacates the Unit or the lease is terminated. Upon the vacation of the Unit by the current tenant(s)

or termination of the lease, such Unit may not be leased again until there are less than twelve (12) Units in the Association that are being rented. If at the time of this Amendment or a request for approval to rent a Unit there are less than twelve (12) Units in the Association that are being rented, the Board of Directors shall promptly give written approval to the requesting Unit Owner subject to the conditions set forth in this Section 5.14(h). However, if at the time of the request there are twelve (12) Units in the Association that are leased to tenants, the Board of Directors shall promptly notify the requesting Unit Owner in writing that the Unit may not be rented until one (1) or more of the leased Units become Owner-occupied.

Each Unit Owner leasing a Unit shall submit a lease registration form and any other documents required by the Board of Directors (including, but not limited to, a signed lease and lease addendum) and pay the annual tenant registration fee (as determined by the Board of Directors in its sole discretion) to the Association. A Unit Owner may not lease a Unit if there are any uncured violations of the Declaration, Bylaws or Rules and Regulations or any unpaid assessments, fines or any other amounts due the Association.

Pursuant to the leasing notices required in this Section 5.14(h), the Board of Directors shall maintain a current list of Units being rented to tenants and a current list, in the order the request was received, of Unit Owners requesting approval to rent a Unit. Upon any rented Unit becoming Owner-occupied, the Board of Directors shall provide written notice to the next requesting Unit Owner on the list maintained.

If a Unit Owner who is renting his/her Unit intends to reoccupy the Unit or intends to convey the Unit to a third party, thirty (30) days prior written notice of such intended action shall be provided to the Board of Directors. The right to rent the Unit shall not convey with the Unit. Rather, the purchaser shall not be allowed to rent the Unit to a tenant unless there are less than twelve (12) Units in the Association being rented and there are no Unit Owners on the requesting list maintained by the Board of Directors. Otherwise, the next eligible Unit Owner on the requesting list shall be given approval by the Board of Directors to lease his/her Unit. The decisions of the Board of Directors to approve or reject a lease request shall be limited to the procedures outlined herein without regard to a proposed tenant or a specific Unit Owner.

However, the Board of Directors, in its sole discretion and for good cause shown, may allow the leasing of a Unit beyond the twelve (12) Unit limitation described above and without regard to the requesting list for emergency situations or personal hardship upon specific written request. As used herein, "hardship" shall mean for good cause shown, an extreme financial misfortune or personal affliction that would be suffered by the Unit Owner if an exemption is not approved by the Board of Directors. Such hardship may include, but is not limited to, job related geographic relocation, entry into military service, death, illness, divorce, or any other undue hardship caused by circumstances beyond the Unit Owner's control. A Unit Owner shall submit a written petition to the Board of Directors to lease a Unit based on such financial or personal hardship. The approval of the leasing of a Unit by the Board of Directors based on a financial or personal hardship shall not be deemed or construed as approval for any proposed future leasing of a Unit, not due to such hardship. The Board must respond to the petition within fifteen (15) calendar days

of its receipt of the petition. Any Unit Owner whose petition is denied shall have the right to appeal the Board's decision and can request a hearing before the Board of Directors.

(ii) No transient tenants may be accommodated in any Unit, nor shall any Unit be utilized for hotel purposes. No portion of a Unit (other than the entire Unit) may be rented unless the prior written approval of the Board of Directors is obtained subject to the limitations set forth in this Section 5.14(h), nor shall the initial term of any Unit lease be less than one (1) year. Any Unit Owner who leases his or her Unit must, within ten (10) days of the starting date of the lease, submit a lease registration form and any other documents required by the Board of Directors (including, but not limited to, signed lease and lease addendum) and provide the Board of Directors with such information about the tenant as the Board of Directors may reasonably require. The Unit Owner must give the tenant copies of the Declaration, these Bylaws, and any duly adopted Rules and Regulations, including any Rules and Regulations adopted by the Board of Directors specifically regarding the leasing of Units. If the Unit Owner fails to provide these documents to the tenant, such copies, upon the tenant's request, will be made available to the tenant by the Board of Directors with all associated costs charged to the Unit Owner. Additionally, all Unit Owners leasing their Units shall bind all lessees to the provisions of the Declaration, these Bylaws and any duly adopted Rules and Regulations by utilizing a lease or lease addendum thereto which includes the following provisions:

(a) All provisions of the Declaration, these Bylaws, as amended, and any duly adopted rules and regulations as the Board of Directors may from time to time promulgate (the "Governing Documents") shall apply to "tenants" (sometimes also referred to as "lessees"), which term shall include any and all occupants of the Unit, regardless of whether such occupants pay rent. Each tenant shall agree to abide by and comply with all provisions of the Governing Documents. Each Unit Owner is jointly and severally liable with their tenant for all violations and losses caused by such tenant and/or their invitees. If the tenant violates said documents and a fine is imposed pursuant to the Act, such fine shall be assessed against the Unit Owner. Any tenant charged with a violation of the Governing Documents is entitled to the same procedures to which a Unit Owner is entitled prior to the imposition of a fine or other sanction.

(b) Any violation of the Governing Documents is deemed to be a material violation of the terms of the lease and authorizes the Unit Owner to terminate the lease without liability and to evict the tenant in accordance with applicable law, subject to notice and an opportunity for a hearing before the Board of Directors pursuant to the Act. The Unit Owner hereby delegates and assigns to the Board of Directors, the power and authority of enforcement against the tenant for breaches resulting from the violation of said documents, including the power and authority to evict the tenant on behalf of the Unit Owner. If the Board of Directors elects to proceed to evict the tenant, any costs, including reasonable attorney's fees and court costs, associated with the eviction shall be specially assessed against the Unit, and such assessment shall be collectible in the same manner as assessments pursuant to Article 5 of these Bylaws.

(c) Each tenant agrees to be personally obligated for the payment of all assessments against the Unit which are owed during such tenant's occupancy or which

become due as a consequence of the tenant's activities, including, but not limited to, activities which violate any provisions of the Governing Documents. The above provision shall not be construed to release the Unit Owner from any obligation, including the obligation for assessments, for which such Unit Owner would otherwise be responsible.

(d) If the Unit Owner becomes delinquent in the payment of assessments, upon request by the Board of Directors, such Unit Owner's tenant shall pay to the Association all unpaid installments of annual assessments and special assessments; provided, however, the tenant need not make such payments to the Association in excess of, or prior to, the due dates for monthly rental payments unpaid at the time of the Board of Directors' request. All such payments made by the tenant shall reduce, by the same amount, such tenant's obligation to make monthly rental payments to the Unit Owner. Provided the Association exercises its authority pursuant to this section, the Unit Owner hereby assigns to the Association the right to take legal action for non-payment of rent by the tenant, including the right to terminate the lease, evict tenant, and obtain possession of the Unit.

(e) Any actions of a tenant or other person residing in the Unit that constitutes a direct threat to the health or safety of other individuals or would result in substantial physical damage to the property of others shall be considered a breach of the lease and the Unit Owner is responsible to evict the tenant. If the Unit Owner fails to evict the tenant, pursuant to (b) of this section, the Board of Directors may elect to proceed to evict the tenant.

(f) It is strongly recommended by the Board of Directors that each tenant shall maintain renter's insurance during the duration of any lease term.

2. Except as modified by this Amendment, none of the terms and provisions of the Bylaws are intended to be modified hereby.

3. Unless otherwise defined in this Amendment, the capitalized terms herein shall have the meaning set forth in the Declaration and the Bylaws.

4. The foregoing Amendment shall take effect upon recordation of this Amendment.

IN WITNESS WHEREOF, the Association has caused this Amendment to the Bylaws to be executed on the date hereinabove stated by the President of the Association as certified by the Secretary of the Association for recordation in the Land Records.

WITNESS:

COUNCIL OF UNIT OWNERS OF  
KING FARM VILLAGE CENTER  
CONDOMINIUM II

Eugene F. Korth  
\_\_\_\_\_, Secretary

Harriet Guttentag  
\_\_\_\_\_, President

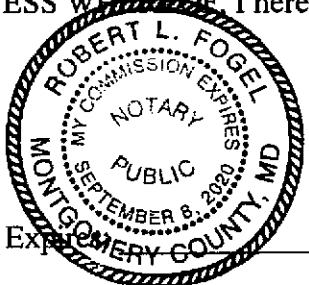
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STATE OF Maryland  
COUNTY OF Montgomery

\*  
\* to wit:  
\*

I HEREBY CERTIFY that on the 16<sup>th</sup> day of June, 2017, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared Harriet Guttentag, known to me (or satisfactorily proven) to be the President of KING FARM VILLAGE CENTER CONDOMINIUM II, and that such person, being authorized to do so, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



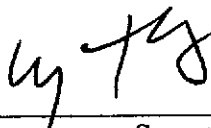
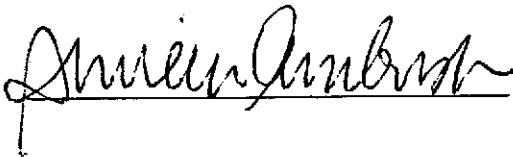
Robert L. Fogel  
Notary Public

My Commission Expires \_\_\_\_\_  
[NOTARIAL SEAL]

CERTIFICATION OF SECRETARY

I HEREBY CERTIFY THAT, AS THE PERSON SPECIFIED IN THE BYLAWS TO COUNT VOTES AT MEETINGS OF THE UNIT OWNERS, THE FOREGOING AMENDMENT TO THE BYLAWS WAS APPROVED BY THE CONSENT OF NOT LESS THAN SIXTY SIX AND TWO THIRDS PERCENT (66 2/3%) OF THE UNIT OWNERS WITHIN THE COUNCIL OF UNIT OWNERS.

WITNESS:

  
\_\_\_\_\_  
Secretary  
Eugene F. Kovach

Return to: Linowes and Blocher LLP  
7200 Wisconsin Avenue, Suite 800  
Bethesda, MD 20814  
ATTN: Judyann M. Lee, Esq.