

Condemnation, the respective such percentage interests of each of the other Units bears to the aggregate of the respective percentage interests of all of the other Units.

(b) If such Condemnation is of part, but not all, of one or more Units, (i) the percentage interests of each such Unit shall be reduced to a percentage which bears the same ratio to the percentage interest of such Unit immediately prior to such Condemnation as the ratio which the floor area of the Unit immediately after such Condemnation bears to the floor area of the Unit immediately prior to such Condemnation, and (ii) the aggregate of such reduction in the percentage interests of all such Units shall be reallocated among all of the Units remaining after such Condemnation (including each Unit with respect to which such reduction is made) in proportion to the respective percentage interests of such Units immediately prior to such Condemnation, except that in the case of each Unit with respect to which such reduction is made, the percentage interests used in such computation shall be the percentage interests of such Unit as so reduced.

5.4.2. Amendment of the Declaration. Promptly after any Condemnation as a result of which any adjustment of the respective undivided percentage interests in the Common Elements or percentage interests in the Common Expenses and Common Profits is made pursuant to the foregoing provisions of this Section, an amendment of the Declaration setting forth such adjustment shall be executed and acknowledged by each Unit Owner and Mortgagee, and recorded among the Land Records of Montgomery County by the Council. The Council shall hold a power of attorney from each Unit Owner and Mortgagee for such purpose.

ARTICLE VI. USE OF UNITS

Section 6.1. Use Generally. All Units shall be used for residential purposes exclusively except for such temporary non-residential uses as may be permitted from time to time by the Board of Directors and by the laws of the State and except as provided in this Section. In the event of any conflict between the provisions of this Section 6 and the provisions of any Community Association documents, the provisions of the Community Association documents shall control.

Section 6.2. Sale or Lease of Units.

6.2.1. No Right of First Refusal. The right of any Unit Owner, including the Declarant, to sell, transfer, convey, mortgage, encumber or pledge the Unit owned by such Unit Owner shall not be subject to any right of first refusal or any similar restriction in favor of the Council or any other Unit Owner.

6.2.2. Form of Lease. No Unit Owner may lease his Unit for transient or hotel purposes. All leases shall be in writing, on a form approved by the Council, with a minimum term of at least six (6) months. A copy of any lease executed by a Unit Owner shall be delivered to the Council promptly after the execution thereof. Any lease shall be subject in all respects to the provisions of the Declaration, the Bylaws and the Rules and Regulations and any failure by the tenant to comply with the terms of such instruments shall be a default under his lease, and any lease shall so provide. In the event of the non-compliance by any tenant of a Unit with the terms of this Declaration, the Bylaws or the Rules and Regulations, the Council shall have the right, in addition to any other rights available to it, to require the Unit Owner of such Unit to terminate such lease because of such default and otherwise to treat such noncompliance as noncompliance by the Unit Owner.

6.2.3. Lease by Declarant. Anything to the contrary contained in this subsection notwithstanding, the lease by the Declarant of any Unit owned by the Declarant or the lease by a Mortgagee in possession of a Unit shall not be subject to the provisions of paragraph 6.2.2 except that the occupancy of any Unit by any tenant of such person shall be subject to the other provisions of this Declaration, the Bylaws and the Rules and Regulations.

Section 6.3. Declarant Rights. Nothing in the provisions of these Bylaws shall be deemed in any way to prohibit any of the following:

(a) The use by the Declarant, and its agents, employees, officers, contractors and invitees, of each Unit of which the Declarant, or an affiliate of the Declarant is then the Unit Owner (i) as offices, sales centers, or model dwellings in connection with its development construction, replacement, repair, maintenance, marketing or leasing of any Unit or any dwelling in any other apartment or condominium project in the vicinity of the Condominium, or (ii) in any other manner, unless any other person would, were he the Unit Owner thereof, be prohibited or restricted in the same manner.

(b) The maintenance by or on behalf of the Declarant of any affiliate of the Declarant within the Common Elements or any Unit of which it is then the Unit Owner of one or more signs advertising the Condominium or the sale or rental of Units in the Condominium or advertising other property which is subject or is intended to be subject to the Community Declaration or the sale or rental of dwelling units therein.

Section 6.4 Structural Changes. No Unit Owner shall (a) make any structural modification or alteration within his Unit or the Limited Common Elements appurtenant to his Unit, or contract for or perform any maintenance, repair, replacement, removal,

alteration or modification of the Common Elements (including, by way of example rather than of limitation, any of the Common Elements which lie within the space included within any Unit), or repair, alter, replace, paint, decorate or change any portion of the exterior of his Unit, without obtaining the Council's prior written consent thereto and, if required under the Community Declaration, the consent of the Community Association; or (b) take any action which (i) tends to impair the structural integrity, soundness or safety of any part of the Condominium; (ii) impairs the existence of, or the ability to enjoy, any easement, right or hereditament appurtenant to any Unit or the Common Elements; or (iii) adversely affects the Common Elements or the ability to use and enjoy the same, without first obtaining the written consent thereto of the Council and of each Unit Owner whose Unit or enjoyment thereof may be affected thereby.

Section 6.5 Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on within the Condominium or within any Unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Unit Owners.

(b) There shall be no obstruction of any General Common Elements, except as herein provided. Nothing shall be stored upon any General Common Elements, except as herein provided, without the approval of the Board. Vehicular parking upon General Common Elements shall be regulated by the Board.

(c) Nothing shall be done or maintained in any Unit, or upon any General or Limited Common Elements, which will increase the rate of insurance on any Unit or General or Limited Common Elements, or result in the cancellation thereof, without the prior written approval of the Board. Nothing shall be done or maintained in any Unit or upon General or Limited Common Elements which would be in violation of any law. No waste shall be committed upon any General or Limited Common Elements.

(d) No structural alteration, construction, addition or removal of any Unit of General or Limited Common Elements shall be commenced or conducted except in strict accordance with the provisions of these Bylaws, the laws of the State of Maryland and any local laws.

(e) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit, and upon any Common Element; except that this shall not prohibit the keeping of one (1) dog or two (2) cats and up to three (3) caged birds (which number or numbers may be increased if approved by the Board) as domestic pets, provided that they are not kept, bred or maintained

for commercial purposes, and provided further that the keeping of such a dog, cats and/or caged birds will not constitute such type of noxious or offensive activity as covered in this Section 6.5. All dogs and cats must be kept inside their respective Owner's Unit or upon the Unit's Limited Common Elements and may be carried or walked on the General Common Elements only on a leash.

(f) Except for such signs as may be posted by the Declarant for promotional purposes and signs of a directional nature, no signs of any character shall be erected, posted or displayed upon, in or from or about any Unit or the General or Limited Common Elements.

(g) Except as herein elsewhere provided and except as otherwise approved by the Board of Directors, no junk vehicle or other vehicle, on which current registration plates are not displayed, trailer (boat or otherwise), full size pick-up truck, camper, camp truck, house trailer, commercial vehicle, recreational vehicle or the like shall be kept upon any Common Elements, nor upon any parking lots or roadways located upon the Parcel, nor shall the repair or maintenance of automobiles or other vehicles be carried out thereon. The foregoing sentence shall not be interpreted as prohibiting a Unit Owner from keeping a passenger car sized taxi-cab used by such Unit Owner in connection with his or her occupation in a parking Unit owned by such Unit Owner.

(h) Except as otherwise provided in these Bylaws, no part of the General or Limited Common Elements shall be used for commercial activities of any character. This subsection shall not apply to the use of Units or Common Elements by the Declarant for its sole display, promotional or sales purposes.

(i) No burning of any trash, and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any Unit or upon any General or Limited Common Elements. Trash and garbage containers shall not be permitted to remain in public view, except within locations designated by the Board. This subsection shall not apply to the Declarant during the period of construction of the Condominium.

(j) No structure of a temporary character, trailer, tent, shack, barn or other out-building shall be maintained upon any of the General or Limited Common Elements at any time except as permitted by written permission of the Board. The foregoing sentence shall not apply to the Declarant during the period of construction of the Condominium. Outdoor clothes dryers or clothes lines shall not be maintained upon the Common Elements at any time.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be

maintained upon any Unit or upon any General or Limited Common Elements without the prior written consent of the Board.

(l) No items or material shall be hung on the exterior of the building or draped from windows over the exterior of the building except sales materials which may be utilized by the Declarant, nor shall any screen doors or storm doors be utilized in connection with any Unit or building except for sliding screen doors installed with sliding glass doors.

(m) No window treatments shall be installed in any Unit which do not have a white backing.

(n) Between 11:00 p.m. and 9:00 a.m., there shall be no loud or unusual noises; musical instruments, radios, televisions, record players, phonographs, Hi-Fi sets, and amplifiers shall be used in such manner as not to disturb other Unit Owners.

(o) Outdoor cooking is strictly prohibited on any of the General Common Elements except as to such areas as shall be designated by the Board.

(p) The Board shall have the power to levy fines against Unit Owners for violation of these Bylaws or the Rules and Regulations promulgated by the Board hereunder. Said power to levy fines is specifically subject to Article III hereof. The Board shall also have the right to enforce compliance by injunction or other legal means as the Board deems appropriate.

(q) No industry, business, trade or profession of any kind, whether or not for profit, shall be conducted, maintained or permitted in any Unit.

(r) No Unit Owner shall make any changes in, nor perform any work with respect to, the electrical wiring and systems servicing his Unit, unless such changes or work are performed by a licensed electrician;

(s) No Unit Owner shall make any changes in, nor perform any work with respect to, the sprinkler heads and sprinkler pipes serving his Unit, unless such changes or work are performed by a contractor designated by the Council.

(t) No machinery shall be placed or operated within any Unit or the Limited Common Elements appurtenant to such Unit, except for that customarily utilized in occupying a private residence.

(u) No noxious or offensive activity shall be carried on or within any Unit or the Limited Common Elements appurtenant to such Unit, no odor shall be permitted to emanate therefrom, and nothing shall be done thereon in any other manner, so as to render

any Unit or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to the Condominium or any occupant thereof.

(v) There shall be no violation of any Rules, whether for the use of the General or Limited Common Elements or for the governance of the Condominium, which may from time to time be adopted by the Board and promulgated among the Unit Owners by said Board in writing; and the Board is hereby, and elsewhere in these Bylaws, authorized to adopt such Rules and Regulations.

Section 6.6. Required Floor Coverings. All Unit Owners owning Units located above other Units are required to maintain floor coverings, i.e. carpet and padding, over all floor surfaces, except foyers, kitchens, closets, bathrooms, dining areas and laundry room areas, in such Unit Owner's Unit.

ARTICLE VII. ARCHITECTURAL STANDARDS

All matters relating to the construction or alteration of General or Limited Common Elements or the exterior of any Unit are subject to the provisions of the Declaration of Covenants, Conditions and Restrictions of Amber Ridge at Milestone Community Association, Inc. and Bylaws of the Amber Ridge at Milestone Community Association, Inc.

ARTICLE VIII. HEARING PROCEDURES

Section 8.1. Statement of Purpose. It is the declared intention of the Council that Rules and Regulations shall be adopted freely by the Board, and without the requirement of a vote of the Council as a requisite to their adoption. Each Rule and/or Regulation must state that it was adopted in accordance with Section 11-111 of the Act. All Rules and Regulations are intended to be adopted as supplements to, and not in lieu of, legally required provisions of these Bylaws. Should any adopted rules contradict any provisions of these Bylaws, as amended, said provisions of these Bylaws shall take precedence.

Section 8.2. Rules and Regulations. All Rules and Regulations proposed by the Board or by any committee appointed by the Board to act on its behalf shall be dated as of the date of the meeting at which they were considered, and shall be communicated to the Council in writing within seven (7) days after said meeting date, and shall be put forward before the Council for consideration and review by the process of hearing and comment described herein.